TELEGRAFIK

General Terms and Conditions of Sale
v2026

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I. Terms and Conditions for Fall Detection and High-Risk Situations – Alert-me System by Telegrafik

A – General Information
Article 1 - PURPOSE:
These general terms and conditions are intended to define the terms and conditions governing the sale, delivery, installation, commissioning, and operation of the Alert-me by Telegrafik risk detection service.

Article 2 - CONTRACTUAL DOCUMENTS:
The contractual documents are, in descending order of priority:

- these general terms and conditions of sale;
- TELEGRAFIK's commercial proposal and its appendices;
- if applicable, the purchase order signed by the Customer, which constitutes acceptance of TELEGRAFIK's commercial proposal and these general terms and conditions.

In the event of a conflict of interpretation between these documents, the document of higher rank shall prevail.

Article 3 - DEFINITIONS :
Alarm: A risky situation that may require intervention by the Facility's care staff. The alarm is transmitted to the Facility's care staff's mobile devices—which are designed, interfaced, and configured for this purpose—as well as to the computer workstation installed at the Facility.
Fall Alarm: A confirmed situation requiring immediate intervention by the facility's healthcare staff.
Client: Refers to the entity that signed TELEGRAFIK's commercial proposal.
Ethics and Oversight Committee (CEC): generally composed of several individuals within the Facility, including representatives of families and/or management, and/or representatives of the care and medical teams. As the guardian of the confidentiality of archived images, the CEC is the only body authorized to grant permission to view images.
Facility: buildings or premises where the Equipment is delivered, installed, and commissioned by TELEGRAFIK.
Incident: a reproducible phenomenon that prevents the Equipment from functioning in accordance with its documentation, caused by a malfunction or a bug.
Equipment: includes the following items:

- sensors (depending on the technology selected by the Customer: fisheye, 3D, radar)
- the analytics and storage server(s), which include the risk detection software, as well as the router (if necessary)
- user documentation
- any equipment needed to interface with the institution's telephone systems.

The technical description of the Equipment is included in the commissioning report issued by TELEGRAFIK.
Unless otherwise expressly agreed by the Parties, the Equipment sold by TELEGRAFIK requires the following components, which the Customer is responsible for purchasing at its own expense prior to installation:

- monitor screens (computer workstations)
- Wiring / Connectors
- a high-speed Internet connection
- pagers or other mobile communication devices
- the sick call system, if applicable.

The equipment required to use the Hardware must be in perfect working order, commercially available, and properly maintained.
Major update: a software version that includes a substantial modification to existing features or new features, affecting the whole number of the version and requiring a new license for its use.
Minor update: a software version that includes bug fixes and/or improvements, affecting the decimal part of the version number.
Parties: refers to TELEGRAFIK and the Customer.
Monitoring Period: the time window during which the system is activated, as selected by the Customer.
Service or Services: the entire "Alert-me by Telegrafik" risk detection system offered by TELEGRAFIK, comprising the Hardware, its operation, and all Services (verification, maintenance).

Article 4 - ENTRY INTO FORCE
These General Terms and Conditions take effect on the date the Customer signs TELEGRAFIK's commercial proposal or, if applicable, on the date the Customer issues the purchase order. In the event of a conflict between these two dates, the earlier date shall prevail. The General Terms and Conditions are entered into for the period necessary to fulfill their purpose.

Article 5 - ACCEPTANCE OF THE TERMS AND CONDITIONS
Any order for Equipment and Services placed by the Customer and/or the Customer's signature on TELEGRAFIK's commercial proposal automatically and unconditionally constitutes acceptance of these general terms and conditions of sale, notwithstanding any contrary provision that may appear in the Customer's general terms and conditions of purchase, which shall not apply. Unless TELEGRAFIK has given its prior written consent, any conflicting terms and conditions imposed by the Customer shall be unenforceable.

Article 6 – DESCRIPTION OF SERVICES
The service provided consists of characterizing the following situations:

- sharp or gradual declines in the various technologies (fish-eye, 3D, radar),
- The bed exit is for Fish-eye and 3D sensors only
- an unusually long time spent in the sanitation zone (delay) for the fish-eye sensor only,
- The sensor output for the fisheye sensor only

The analysis performed by the system can be customized to meet the needs of the facility and its staff, within the limits of the rooms' structural configuration.
Possible settings (based on the specifications described above for each sensor):

- by room or area, the types of hazardous situations to be detected,
- by room or zone, the times when the alarm is activated and deactivated,
- by room, time delays for restrooms or outside the zone.

The process works as follows:
1 - Automated monitoring. During the monitoring hours set by the facility, the images are analyzed by the department's server, which is located within the facility.
2 - Alert: As soon as the software identifies a risky situation, the Telegrafik interface displays the alert on the monitoring screen and sends it to the care staff.
3 - Response and Acknowledgment: Staff must respond to the alert and acknowledge the alarm (using the room presence button, if available, or via their DECT phone or regular phone, or through the Telegrafik monitoring interface accessible from the nursing station). Any alert that is still detected by the system and has not been acknowledged triggers a new notification to be sent to the care staff.

The detection system uses algorithms that track the person's location in the room, analyze their movements, and detect whether they are in bed, have fallen, or have left the room to go to the hallway or bathroom.
These algorithms require an initial training period.

It should be noted that, despite the care taken in its design and its high sensitivity and specificity rates, the detection system is not able to detect certain abnormal events or falls, and that the Service generates a certain percentage of false positives (unconfirmed detections). Various situations can interfere with the algorithms, such as: poor visibility of one of the doors, the presence of blind spots in the room caused by furniture (such as the area behind the bedposts), or borderline cases of movement that prevent the models from determining the person's correct position.

Article 7 - SECURING THE FACILITY
The equipment provided by TELEGRAFIK does not relieve the Customer of the obligation to take the necessary measures to secure its facility.
Given the risks that may arise from the health condition of its residents/patients, the security of the Equipment installed on the premises of the Facility receiving the Service is the sole responsibility of the Customer. The Customer acknowledges that TELEGRAFIK is not required to advise on modifications to its premises.

Article 8 - FINANCIAL TERMS
Invoices will be sent to the institution that signed the order, in accordance with the schedule specified in the financial terms and conditions.

8.1 Selling Price of Equipment : The sales price, listed exclusive of tax and in euros, includes the Equipment, delivery, on-site installation by TELEGRAFIK personnel or an authorized service provider, and commissioning. The Equipment may be purchased or provided on a subscription basis.

8.2 Subscription Price : The subscription price is based on the number of sensors installed at the facility, the level of maintenance service selected by the Customer, and the pre-tax cost of the equipment.

8.3 Billing and Payment : TELEGRAFIK invoices are payable upon receipt, unless otherwise specified in the sales proposal and on the invoice. Any amount due and unpaid within 15 (fifteen) calendar days from the due date shall, following a prior written demand from TELEGRAFIK, incur late payment interest at a rate equal to three (3) times the applicable statutory interest rate, effective from the day following the due date shown on the invoice.
For invoices relating to the provision of Services, and in the event of a payment delay exceeding 30 (thirty) calendar days, TELEGRAFIK shall be entitled to suspend the Services covered by the unpaid invoices simply by sending a registered letter with acknowledgment of receipt.
Within 15 (fifteen) days of the mailing of the letter notifying the suspension of the Services, and if the Customer has still not made the requested payment, these General Terms and Conditions and the associated Services may be terminated automatically by TELEGRAFIK, without prejudice to any damages that TELEGRAFIK may claim.
Under no circumstances may the Customer use a claim, of any nature whatsoever, as grounds to defer, in whole or in part, payment of the price, or to seek set-off.
Invoices addressed to the State, local governments, and/or their public institutions are payable in accordance with the terms set forth in the Public Procurement Code, including its provisions regarding late payment interest, which is automatically due—without the need for any formal notice—in the event of failure to pay within the specified time limit.

Article 9 - PROTECTION OF PERSONAL DATA
Each Party undertakes to process personal data, as defined in Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR"), within the framework of the execution of the Contract in accordance with the regulations relating to personal data protection, including (i) the GDPR, (ii) the French legislative and regulatory provisions relating to the processing of personal data, in particular those arising from Law No. 78-17 of 6 January 1978 on information technology, data files and civil liberties, as amended, and (iii) Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector.

In this regard, it is specified that Telegrafik acts as:

- a **data processor** of the Client regarding the processing of personal data transmitted by the Client for the purpose of providing the Services. In this context, these data are processed in accordance with the Client's instructions within the framework of the GDPR annex to the Contract.
- a **data controller** for the processing of personal data of the Client's employees in charge of managing the Contract. In this context, the processing methods implemented by Telegrafik are described upon the Client's request, and the Client undertakes to communicate them, if necessary, to the data subjects in order to keep them informed of these processing methods.

Article 10 - FORCE MAJEURE
Cases of force majeure are defined in accordance with French case law. Initially, events of force majeure shall fully or partially suspend the performance of the Parties' obligations as set forth in these general terms and conditions. If events of force majeure persist for more than 2 (two) business months, the Parties may terminate these general terms and conditions by sending a letter via certified mail with return receipt requested, unless otherwise agreed by the Parties.

Article 11 - STAFF
TELEGRAFIK retains, under all circumstances, its status as the employer of its personnel working at the Client's Facility in connection with the performance of maintenance. TELEGRAFIK's personnel will therefore remain, under all circumstances, under its administrative and hierarchical control. TELEGRAFIK retains responsibility and full managerial authority over its personnel. Consequently, TELEGRAFIK is responsible for the administrative, accounting, and labor-related management, as well as for the discipline and safety of its employees working on maintenance tasks. TELEGRAFIK undertakes to file the necessary social security and tax returns with the agencies responsible for collecting social security contributions and taxes, as well as with the tax authorities; to fulfill its related obligations in this regard; and to provide proof of compliance upon the Client's first request, in accordance with the provisions of the Labor Code.

Article 12 - DOCUMENTATION
TELEGRAFIK grants the Customer a non-exclusive and non-transferable right to use the Service documentation (including, but not limited to, training materials and any documentation related to the Equipment) provided to the Customer, for the duration of copyright protection, worldwide, and solely for the purpose of using the Equipment and the Service.

Article 13 - PRIVACY
The Parties agree to maintain complete confidentiality regarding the provisions of these general terms and conditions.

Article 14 - LEGAL NOTICES
The Parties agree to obtain the legal, regulatory, and administrative authorizations necessary for the implementation of these general terms and conditions.

Article 15 - GOOD FAITH
The Parties agree to cooperate and fulfill their obligations in good faith so that TELEGRAFIK may fulfill its obligations under the best possible conditions.

Article 16 - HEADINGS
In the event of any difficulty in interpretation arising from a contradiction between any of the headings appearing at the beginning of the clauses and any of the clauses themselves, the headings shall be deemed null and void.

Article 17 - IN FULL
These general terms and conditions set forth the full scope of the Parties' obligations with respect to their subject matter. These general terms and conditions may be amended only by means of an amendment signed by the Parties.

Article 18 - NULLITY
If one or more provisions of these general terms and conditions are deemed invalid or declared as such pursuant to a law or regulation, or as a result of a final and binding decision by a competent court, the remaining provisions shall remain in full force and effect.

Article 19 - APPLICABLE LAW
These Terms and Conditions are governed by French law, regardless of where the order is placed, where the goods are delivered, or where they are used. These Terms and Conditions are not subject to applicable international conventions governing the international sale of goods, including the Vienna Convention of April 11, 1980, and the Hague Convention of June 15, 1955.

Article 20 - COURT
In the event of a dispute, and after an attempt to reach an amicable settlement, express jurisdiction is conferred upon the competent courts of Toulouse, notwithstanding multiple defendants or third-party claims, even in the case of emergency proceedings or provisional measures sought through summary proceedings or by petition.

B – SALE OF HARDWARE AND SOFTWARE

EQUIPMENT SPECIFICATIONS

Le Matériel vendu par TELEGRAFIK est livré, installé et mis en service par TELEGRAFIK. TELEGRAFIK concède au Client un droit d'usage non cessible et non exclusif des logiciels associés au Matériel et ce, pour les seuls besoins du Client, dans ses locaux, pour la durée légale de protection des droits d'auteur, sans coût additionnel pour le Client. Les présentes conditions générales ne comprennent pas le droit de faire usage des logiciels associés au Matériel indépendamment de l'utilisation dudit Matériel.

Article 21 - EQUIPMENT DELIVERY TIMES

Delivery and installation times for the Equipment and the Service are provided for informational purposes only, and any delays in delivery or installation by TELEGRAFIK or its partners do not entitle the Customer to cancel the sale, refuse the Equipment or its installation, or claim damages.

Prior to the installation of the Equipment, the Customer agrees to provide TELEGRAFIK with the technical documentation for the patient call system already installed at its Facility, so that TELEGRAFIK can determine whether it is necessary to install, if applicable, any additional equipment or modifications required for the use of the Equipment (not included in the budget set forth in this sales proposal).

Unless another delivery date is expressly agreed upon by the Parties, the Equipment must be delivered no later than 60 (sixty) days from the date of signature of the commercial proposal or the issuance of the Customer's purchase order. In the event of a conflict between these two dates, the earlier date shall apply.

The Customer agrees to grant access to the premises where the Equipment is to be installed to the delivery services and to installers authorized by TELEGRAFIK, between 8:00 a.m. and 8:00 p.m., provided that notice of the service call is given at least 24 (twenty-four) hours in advance. Any delay in delivery or installation due to a problem attributable to the Customer will result in a flat-rate service call fee of €250 excluding tax (two hundred fifty euros excluding tax). Delivery is completed upon the Customer's signature on the delivery receipt.

Article 22 - EQUIPMENT INSTALLATION

TELEGRAFIK delivers and installs the Equipment at the Customer's premises. Upon completion of the installation, the Customer will sign the installation report certifying that the Equipment has been installed.

Article 23 - COMMISSIONING OF EQUIPMENT

After the installation report is signed, TELEGRAFIK will commission the Equipment and the Service and verify their operation. The Customer will sign an acceptance report certifying the commissioning and the successful completion of operational tests in accordance with the Equipment and Service documentation. Such commissioning of the Equipment must take place no later than 30 (thirty) days from the date the Customer signs the installation report. If the Customer does not raise any objections within this period, the commissioning will be deemed complete, and the Customer must pay the remaining balance. In any event, the Customer's use of the Equipment without signing the acceptance report shall constitute final acceptance and shall trigger the due date for the remaining balance.

Article 24 - GUARANTEE OF CONFORMITY

TELEGRAFIK agrees to deliver the Equipment in compliance with its documentation, current French law, and applicable standards in France, and to replace or repair, at its sole discretion, any Equipment or component thereof found to be noncompliant.

TELEGRAFIK does not warrant against failures of the Equipment resulting from use that does not comply with its documentation or with TELEGRAFIK's recommendations.

Article 25 - LIABILITY

The contractual obligations imposed on TELEGRAFIK are obligations of means. TELEGRAFIK's liability shall be limited to the amount (excluding tax) of the hardware and software, if TELEGRAFIK has invoiced the Customer for them.

TELEGRAFIK shall not be held liable for the Client's actions or for any direct or indirect consequences, of any kind, resulting from the Client's response triggered by an alarm.

TELEGRAFIK shall not be held liable for any direct or indirect damages suffered by the Customer, particularly in the event of the following occurrences: failure or interruption of the telecommunications network, regardless of the cause; failure or interruption of the electrical power grid, regardless of the cause; disconnection, failure, or interruption—regardless of the reason or cause—of the Equipment's connections; intentional or unintentional damage to the Equipment; computer hacking; use of the Equipment that does not comply with its documentation or TELEGRAFIK's recommendations; any event of force majeure as defined by French courts.

By express agreement, the Parties agree that TELEGRAFIK shall be liable only for direct damages resulting from a fault exclusively attributable to it. Under no circumstances shall TELEGRAFIK be liable for indirect damages. Indirect damages include, in particular, any financial loss, damage to brand reputation, or loss of customers.

Any damage to the Equipment shall be repaired at the Customer's sole expense, based on a previously accepted estimate.

The Parties agree that the liability cap set forth in this section is not nominal and that it has been assessed in light of the overall balance of the agreement.

Article 26 - RETENTION OF TITLE – TRANSFER OF RISK

TELEGRAFIK retains full ownership of the Equipment until full payment of the price, including principal and incidental charges, has been made. The transfer of risk for the Equipment to the Customer takes effect upon signature of the delivery note.

The presentation of bills of exchange or other instruments creating an obligation to pay shall not release the Customer from liability until full payment of the principal and incidental charges has been made. Any delivered Equipment shall be considered on consignment, with the Customer solely bearing all risks that it may incur or cause, for any reason whatsoever.

In the event of the Customer's receivership or judicial liquidation, Equipment that has not been paid for in full may be reclaimed by TELEGRAFIK in accordance with the provisions of the Commercial Code.

Article 27 – CANCELLATION

In the event that either Party fails to fulfill its obligations and such failure is not remedied within 30 (thirty) days of receipt of a registered letter with acknowledgment of receipt sent by the other Party notifying the Party of the breach, the other Party may automatically terminate these General Terms and Conditions and the related Services, subject to any damages to which it may be entitled. Termination of the Services does not entail rescission of the sale of the Equipment. However, rescission of the sale of the Equipment entails automatic termination, without prior notice, of the maintenance and anomaly detection Services.

C – SERVICES PROVIDED

Article 28 - OBJECT

These Terms and Conditions are intended to define the terms and conditions of the risk detection service and the maintenance service provided by TELEGRAFIK.

Article 29 - TERM - EFFECTIVE DATE

The Services shall take effect on the date the acceptance report is signed, for a term of 3 (three) years, and shall be automatically renewable for additional one-year periods, unless terminated by either Party by registered letter with acknowledgment of receipt at least 3 (three) months prior to the end of the current term.

Article 30 - TERMS OF SERVICE FOR THE ANOMALY DETECTION SERVICE

Service Description: During the video surveillance periods determined by the Client, the Risk Situation Detection Service is provided.

TELEGRAFIK processes the alerts generated by the solution and forwards Alarms and Fall Alarms to the Facility's care staff so they can respond.

TELEGRAFIK's Obligations: The role of TELEGRAFIK and its partners is to operate the Service on behalf of the Facility, ensuring that Alarms are transmitted and that monitoring information is accessible.

Client's Obligations: The Client agrees to maintain all Equipment necessary for the provision of the Service in good working order. The Client is solely and entirely responsible for the response and the consequences of the response by its care staff once the Alarm has been transmitted to it. The Client agrees to take corrective action without delay with its care staff in the event that alerts are generated due to non-compliance with the terms of use of the Equipment.

Article 31 - TERMS OF THE MAINTENANCE SERVICE

The maintenance service is described in the sales proposal.

TELEGRAFIK's Obligations. TELEGRAFIK will make every effort to resolve incidents involving the Equipment or the Service within the timeframes specified in the service level selected by the Customer. TELEGRAFIK will notify the Customer as soon as possible if it is unable to perform maintenance services due to the server(s) being inaccessible via the high-speed internet connection from the Facility, or due to any other event that prevents TELEGRAFIK from receiving malfunction alerts and/or transmitting such alerts to the Customer.

Customer's Obligations. The Customer agrees to maintain all Hardware and related equipment necessary for the proper functioning of said Hardware in good working order (including, but not limited to, power supply, humidity, temperature, dust, and vibrations).

Exclusion. The following are excluded from the maintenance service: any issues and resulting damage caused by: components or parts ordered by the Customer from a third party and that have been integrated into or added to the Equipment by the Customer or a third party; components or parts that are not part of the Equipment but are related to, connected to, or interoperable with it; Equipment modified or damaged by the Customer or a third party; any intervention and, more generally, any use of the Equipment by the Customer that does not comply with TELEGRAFIK's documentation and/or recommendations. All services not covered by this agreement will be billed at the current rates for travel expenses, labor, and replacement parts, based on a quote previously accepted by the Customer. Any requests from the Customer regarding the terms and conditions for the development of specific features or the maintenance of such specific developments are not included within the scope of the maintenance service and will be subject to a signed amendment between the Parties.

Implementation of the Maintenance Service

Phone or email support: TELEGRAFIK is available on business days from 9 a.m. to 6 p.m. The hotline number is 05 82 99 31 70, and the support email address is support@telegrafik.eu.

Service Call: Remote Support or On-Site Service. In the event that the incident cannot be resolved through telephone support, TELEGRAFIK will address the incident either through remote support—provided the Equipment is accessible remotely—or by performing on-site service, if necessary and after the customer has accepted the estimate. Service calls are performed Monday through Friday, excluding holidays, between 9:00 a.m. and 6:00 p.m. Response time guarantees cover TELEGRAFIK's handling of the incident. Service calls are tracked as tickets. One ticket corresponds to one service call per piece of equipment. If, during the service call, it becomes apparent that a piece of Equipment needs to be replaced, TELEGRAFIK will endeavor to secure an equivalent piece of Equipment in order to replace the said Equipment. At the conclusion of each on-site service call, TELEGRAFIK will prepare a service report signed by both Parties, indicating the date of the service call, the name of the technician, the nature of the service, its duration, and its outcome. All maintenance services conclude with a functional test.

Response Times. The calculation of the response time to a Customer request applies only to requests acknowledged by TELEGRAFIK and is based solely on business hours and business days. If TELEGRAFIK requests additional information from the Customer, the start of the response time calculation is postponed until the requested information is received. The response time to a Customer request is the total time elapsed between the date the request is acknowledged by technical support and the date the response is provided to the Customer. A response, in the sense of resolving an Incident, is validly provided through intervention either remotely or on-site.

In the event of a minor issue, TELEGRAFIK agrees to contact the facility within 4 business days to resolve the issue over the phone. If the issue is not resolved, TELEGRAFIK agrees to provide a resolution within a maximum of one month.

In the event of a major, system-blocking issue: TELEGRAFIK undertakes to provide the facility with a fix within 2 business days via remote maintenance. For a major, system-blocking issue requiring on-site intervention, TELEGRAFIK undertakes to provide a fix within a maximum of 15 days.

Warranty. The statutory warranty on the Equipment supplied by TELEGRAFIK is valid for the first year following the date of the acceptance report. Thereafter, it applies according to the service level selected as part of the maintenance agreement.

Article 32 - PHONE NUMBERS

Upon signing the acceptance report, the Customer agrees to provide TELEGRAFIK with the telephone contact information for the designated contacts, listed in order of priority, in the event of a failure of the Equipment. The Customer agrees to immediately notify TELEGRAFIK in writing of any new telephone contact information for these designated contacts in the event that they are replaced.

Article 33 - PRICE ADJUSTMENTS

The price of the Services will be automatically adjusted on January 1 of each year, even if a full year of application of these general terms and conditions has not yet elapsed.

The price adjustment formula is as follows:

$P1 = P0 \times S1 / S0$

P1 denotes the adjusted price for the new year

P0 denotes the price in effect on the date of adjustment

S1 denotes the most recent SYNTEC index published prior to the application of the adjustment

S0 denotes the most recent SYNTEC index known as of the date of signing of this agreement

Notwithstanding the foregoing, orders placed between August 1 and December 31 of a given year will be adjusted only on January 1 of the year following their first anniversary.

If publication of the index specified above ceases or is interrupted, without any new index with a conversion factor being substituted for it, or if the index becomes inapplicable, the closest available index among those currently in existence, as proposed by TELEGRAFIK, shall be applied. If the Parties fail to agree on this index within 3 (three) months of its notification by registered letter with return receipt, a replacement index shall be determined by an expert.

However, the price revision shall under no circumstances result in a reduction of the service price compared to the rate in effect during the previous period.

II. CGV EDAO by Telegrafik

A - General Information

Article 1 - PURPOSE :

These general terms and conditions aim to define the terms and conditions of sale, delivery, installation, commissioning, and operation of the Video-vigilance Equipment and Service.

Article 2 - CONTRACTUAL DOCUMENTS :

The contractual documents are, in descending order of priority:

- These general terms and conditions of sale;
- TELEGRAFIK's commercial proposal and its appendices;
- Where applicable, the purchase order signed by the customer, constituting acceptance of TELEGRAFIK's commercial proposal and these general terms and conditions.

In the event of a conflict of interpretation between these documents, the higher-ranking document shall prevail.

Article 3 - DEFINITIONS :

Acknowledgement: Action allowing the other members of the facility's care staff, the TELEGRAFIK vigilance operator (or its partners), and the software to be notified that the alarm has been taken into account and that an intervention with the resident or patient is underway.

Alarme : situation à risque confirmée par un opérateur de vigilance et nécessitant l'intervention immédiate du personnel de soins de l'établissement. L'alarme est transmise sur les équipements mobiles du personnel de soin de l'établissement, prévus, interfacés et paramétrés à cet effet, mais également sur le poste informatique installé dans l'établissement.

Customer: Designates the entity signing TELEGRAFIK's commercial proposal.

Ethics and Control Committee (ECC): Generally composed of several people within the facility: family representative and/or management representative, and/or representative of the nursing and medical teams...). As the guarantor of the confidentiality of archived images, the ECC is the only entity authorized to grant permission to view images.

Facility: Buildings or premises in which the Equipment is delivered, installed, and commissioned by TELEGRAFIK.

Incident: A reproducible phenomenon preventing the Equipment from operating in accordance with its documentation, generated by a malfunction or a bug.

Alarm Verification (Levée de doute): Action by which a video-vigilance operator, based on the images displayed on their computer screen, invalidates or confirms the alert transmitted by the analysis server. In the event of a confirmed Risky Situation, the vigilance operator confirms the alert by sending an alarm to the customer's care staff so they can intervene.

Equipment: Includes the following devices:

- Video-vigilance cameras
- The analysis and storage server, integrating the video-vigilance software named EDAO
- Network switches, if provided by TELEGRAFIK
- User documentation

The technical description of the Equipment is detailed in the commissioning certificate provided by TELEGRAFIK.

Unless otherwise expressly agreed by the parties, the Equipment sold by TELEGRAFIK operates with the following elements, which the customer must acquire at their own expense prior to installation:

- Control screens (computer workstations)
- Cabling / connectivity
- A high-speed internet connection
- Pagers or other mobile communication devices
- The nurse call system, if applicable.

These devices required for the use of the Equipment must be in perfect working order, commercially available, and maintained.

EDAO Software: Software installed on the Facility's servers enabling the execution of video-vigilance functions.

Major Update: A software version comprising a substantial modification of existing features or new features, impacting the integer number of the version and requiring a new license for their use. .

Minor Update: A software version containing bug fixes and/or improvements, impacting the decimal number of the version.

Vigilance Operators: Personnel of TELEGRAFIK or its partners performing alarm verification; vigilance operators are responsible for processing alerts transmitted by the analysis server(s) and transmitting alarms to the customer in situations requiring immediate intervention by the facility's care staff.

Parties: Designates TELEGRAFIK and the Customer.

Vigilance Period: The device's activation time slot as chosen with the customer, at the latest on the day the acceptance certificate is signed. The alarm verification service is provided by TELEGRAFIK during the vigilance periods. Outside these vigilance periods, TELEGRAFIK (and its partners) do not provide video-vigilance for the residents.

Precautionary Principle: In case of doubt regarding a risky situation, vigilance operators are instructed to transmit the alarm to the designated contacts.

Risky Situations: Events automatically detected by the software (alerts) as described in the commercial proposal, which can be qualified as an alarm by the vigilance operator.

Video-vigilance: The entire system proposed by TELEGRAFIK, combining the Equipment, its operation, and all services (alarm verification, maintenance).

Article 4 - ENTRY INTO FORCE

These general terms and conditions enter into force on the date the customer signs TELEGRAFIK's commercial proposal, or where applicable, upon the issuance of the customer's purchase order. In the event of a conflict between these two dates, the earlier date will be considered. The general terms and conditions are concluded for the duration necessary to fulfill their purpose.

Article 5 - ACCEPTANCE OF GENERAL TERMS AND CONDITIONS

Any order of Equipment and services by the customer and/or the customer's signature on TELEGRAFIK's commercial proposal implies automatic and unconditional adherence to these general terms and conditions of sale, notwithstanding any contrary stipulation that might appear in the customer's general conditions of purchase, which are inapplicable. Failing prior written acceptance by TELEGRAFIK, any contrary condition posed by the customer will be unenforceable.

Article 6 – DESCRIPTION OF SERVICES

The video-vigilance service consists of characterizing the following situations:

- Sudden or slow falls,
- Certain sequences of movements that may cause a loss of balance or even a fall,
- Certain accident-prone actions (e.g., climbing on a chair),
- An abnormally long time spent in the sanitary area (timeout),
- Exiting a zone (leaving a room, leaving a common area).

The analysis performed by the system is configurable according to the needs of the facility and the staff, and within the limits of the structural configuration of the rooms.

Possible configurations:

- Per camera, the types of risky situations to detect,
- Per camera, the activation and deactivation times of vigilance, ,
- Per room, the timeouts for sanitary or out-of-zone areas,
- Alarm display time on the care station screen,
- Room presence timeout,
- Timeout for resuming video-vigilance after room presence activation.

The operation follows these steps:

1 - **Automated Vigilance.** During the vigilance hours defined by the facility, images are encoded, encrypted, and exclusively analyzed by the EDAO computer server.

2 - **Alert: Alarm Verification.** As soon as a risky situation is identified by the software, the EDAO interface displays the alert on the EDAO vigilance center operator's screen, who qualifies it. Trained in the specificities related to loss of autonomy, the operator analyzes the situation. They identify the actual or potential risky situation in compliance with the precautionary principle.

3 - **Alarm: Intervention.** In the event of a confirmed risky situation, the operator immediately transmits an alarm to the care staff to allow for rapid intervention: this alarm is then simultaneously displayed on the care station computer (EDAO interface) and on the DECT (through the interface with the nurse call system when implemented).

4 -**Acknowledgment.** The staff must indicate that they are tending to the resident or patient by acknowledging the alarm (via the room presence button, if applicable, and on the EDAO interface of the care station computer) to notify other team members, the EDAO vigilance operator, and the EDAO software that the alarm has been taken into account and that intervention is underway.

The vigilance uses algorithms that detect the person's positioning in the room, analyze their verticality rate and barycenter, and detect abnormal loss of verticality depending on where the person is in the room, outside of configured exclusion zones (e.g., the bed). The algorithms also detect when the person passes through configured zones corresponding to the bathroom and room exit doors. It should be noted that the vigilance system, despite all the care taken in its design and its high detection rate, is not able to detect certain abnormal events or falls. Various situations can disrupt calculations, such as: camera image quality, poor visibility of one of the doors, shadows cast on the floor if a door is left open at night with a lit corridor, blind spots in the room hidden by furniture (e.g., behind bedposts), or borderline cases of the person's movements preventing the models from correctly determining their position.

Article 7 - SECURING THE INSTALLATION
The Equipment provided by TELEGRAFIK does not exempt the customer from taking the necessary measures to secure their facility.
Given the risks that may arise from the health condition of its residents/patients, securing the Equipment installed in the facility's premises under video-vigilance is the sole responsibility of the customer. The customer acknowledges that TELEGRAFIK is not required to advise on modifications to its premises.

Article 8 - FINANCIAL CONDITIONS
Invoices will be sent to the facility signing the order and according to the schedule specified in the financial conditions.

8.1 Equipment Sales Price: The sales price, indicated excluding taxes (HT) and in euros, includes the Equipment, delivery, on-site installation by TELEGRAFIK personnel or any approved service provider, and its commissioning.

8.2 Price of Maintenance and Alarm Verification Services: The price of maintenance services is based on the service level chosen by the customer and the pre-tax amount of the Equipment. The price of the alarm verification service is based on the number of cameras installed in the facility, the vigilance periods defined with the facility, and the type of alerts chosen by the facility.

8.3 Invoicing and Payment: TELEGRAFIK invoices are payable upon receipt, unless otherwise stated in the commercial proposal and on the invoice. Any sum due and unpaid within 15 (fifteen) calendar days from the due date shall result, following a prior written claim from TELEGRAFIK, in the payment of late interest based on a rate equal to three (3) times the legal interest rate in force, starting from the day following the due date on the invoice.
For invoices relating to the provision of services, and in the event of a payment delay exceeding 30 (thirty) calendar days, TELEGRAFIK shall have the right to suspend the services subject to the unpaid invoices simply by sending a registered letter with acknowledgment of receipt.
Within 15 (fifteen) days following the sending of the letter notifying the suspension of services, if the Customer has still not made the requested payment, these general terms and conditions and the associated services may be automatically terminated by TELEGRAFIK, without prejudice to any damages that TELEGRAFIK may claim.
Under no circumstances may the Customer use a claim of any nature whatsoever as grounds to defer payment of the price, in whole or in part, or to operate a set-off.
Invoices addressed to the State, local authorities, and/or their public establishments are payable according to the terms provided by the Public Procurement Code, including its provisions relating to default interest, automatically due without the need for any formal notice, in the event of failure to pay within the set timeframe.

Article 9 - PROTECTION OF PERSONAL DATA
Each Party undertakes to process personal data, as defined in Regulation (EU) 2016/679 of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR"), within the framework of the execution of the Contract, in accordance with the regulations regarding the protection of personal data, including (i) the GDPR, (ii) French legislative and regulatory provisions relating to the processing of personal data, in particular those arising from Law No. 78-17 of January 6, 1978, on Information Technology, Data Files, and Civil Liberties, as amended, and (iii) Directive 2002/58/EC of the European Parliament and of the Council concerning the processing of personal data and the protection of privacy in the electronic communications sector, of July 12, 2002.

In this regard, it is specified that Telegrafik acts as:

- A data processor for the Customer regarding the processing of personal data transmitted by the Customer for the purpose of providing the Services. In this context, these data are processed in accordance with the Customer's instructions under the GDPR appendix of the Contract.

- A data controller for the processing of personal data of the Customer's employees in charge of managing the Contract. In this context, the processing methods implemented by Telegrafik are described upon the Customer's request, and the Customer undertakes to communicate them, if necessary, to the data subjects to keep them informed of these processing methods.

Article 10 - FORCE MAJEURE
Cases of force majeure are defined in accordance with French case law. Initially, cases of force majeure will totally or partially suspend the execution of the parties' obligations defined in these general conditions. If the force majeure events last longer than 2 (two) working months, the parties may terminate these general conditions by sending a registered letter with acknowledgment of receipt, unless the parties agree otherwise.

Article 11 - PERSONNEL
TELEGRAFIK retains, under all circumstances, its status as the employer of its personnel intervening in the customer's facility as part of maintenance execution. Therefore, TELEGRAFIK's personnel will remain, under all circumstances, under its administrative and hierarchical control. TELEGRAFIK retains responsibility for and its full power of direction over its personnel. Consequently, TELEGRAFIK ensures the administrative, accounting, and social management, discipline, and safety of its employees intervening in the execution of maintenance. TELEGRAFIK undertakes to file the necessary social and tax declarations with social security contribution collection agencies and tax authorities, to fulfill its related obligations, and to provide proof thereof upon the customer's first request, in accordance with the provisions of the Labor Code.

Article 12 - DOCUMENTATION
TELEGRAFIK grants the Customer a non-exclusive, non-transferable right to use the Service documentation (including training materials or any documentation associated with the Equipment) provided to the Customer, for the legal duration of copyright protection, worldwide, and solely for the needs of using the Equipment and the Service.

Article 13 - CONFIDENTIALITY
The parties commit to total confidentiality regarding the provisions of these general terms and conditions.

Article 14 - LEGAL AUTHORIZATIONS
The parties undertake to obtain the legal, regulatory, and administrative authorizations necessary for the application of these general terms and conditions. .

Article 15 - GOOD FAITH
The parties agree to collaborate and execute their obligations in perfect good faith so that TELEGRAFIK can perform its obligations under the best conditions.

Article 16 - HEADINGS
In the event of an interpretation difficulty arising from a contradiction between any of the headings at the top of the clauses and any of the clauses, the headings will be declared non-existent.

Article 17 - ENTIRE AGREEMENT
These general terms and conditions express the entire obligations of the parties regarding their subject matter. These general conditions may only be modified by an amendment signed by the parties.

Article 18 - SEVERABILITY
If one or more stipulations of these general conditions are held to be invalid or declared as such pursuant to a law, regulation, or following a final decision by a competent court, the other stipulations will retain their full force and scope.

Article 19 - APPLICABLE LAW
The general conditions are governed by French law, regardless of the place of order signature, delivery, or use. These general conditions are not subject to international conventions applicable to the international sale of goods, in particular the Vienna Convention of April 11, 1980, and the Hague Convention of June 15, 1955.

Article 20 - JURISDICTION
In the event of a dispute, and after an attempt to seek an amicable conciliation, express jurisdiction is attributed to the competent courts of Toulouse, notwithstanding multiple defendants or introduction of third parties, even for emergency proceedings, preventive proceedings in summary judgment, or by petition.

B – SALE OF EQUIPMENT AND SOFTWARE
EQUIPMENT CHARACTERISTICS
The Equipment sold by TELEGRAFIK is delivered, installed, and commissioned by TELEGRAFIK. TELEGRAFIK grants the customer a non-transferable, non-exclusive right to use the software associated with the Equipment (in particular TELEGRAFIK's Otono-me EHPAD software) solely for the Customer's needs, on its premises, for the legal duration of copyright protection, at no additional cost to the customer. These general conditions do not include the right to use the software associated with the Equipment independently of the use of said Equipment.

Article 21 - EQUIPMENT DELIVERY TIMES
The delivery times for the Equipment and Service are given as an indication, and any delays in delivery or installation by TELEGRAFIK or its partners do not entitle the customer to cancel the sale, refuse the Equipment or its installation, or claim damages.
Prior to the installation of the Equipment, the customer agrees to provide TELEGRAFIK with the technical documentation of the nurse call system already installed in their facility, to enable TELEGRAFIK to determine the necessity of installing, if applicable, complementary equipment/developments necessary for the use of the Equipment (not included in the budget featured in this commercial proposal).
Unless another delivery date is expressly agreed upon between the parties, the delivery of the Equipment must take place within a maximum of 60 (sixty) days from the date the commercial proposal is signed or the customer's purchase order is issued. In the event of a conflict between these two dates, the earlier date will be considered.
The customer undertakes to provide access to the premises where the Equipment is intended to be installed to the delivery services and installers approved by TELEGRAFIK, between 8:00 AM and 8:00 PM, subject to an intervention notice announced at least 24 (twenty-four) hours in advance. Any delay in delivery or installation due to a difficulty attributable to the customer will result in a flat-rate billing constraint of €250 excl. tax (two hundred and fifty euros excluding tax). The delivery is completed by a delivery note signed by the customer.

Article 22 - EQUIPMENT INSTALLATION
TELEGRAFIK delivers and installs the Equipment at the customer's site. Following the installation, the customer will sign the report certifying the installation of the Equipment.

Article 23 - COMMISSIONING OF THE EQUIPMENT
After the signing of the installation report, TELEGRAFIK commissions the Equipment and checks its operation. The customer will sign an acceptance certificate, attesting to the commissioning and the success of the operational tests in light of the Equipment's documentation. Such commissioning of the Equipment must occur within a maximum of 30 (thirty) days from the signing of the installation report by the customer. In the absence of reservations from the customer within this period, the commissioning will be deemed acquired, and the customer must pay the remaining balance. In any event, the commissioning of the Equipment by the customer without signing the acceptance certificate will constitute final acceptance and will trigger the enforceability of the remaining payment due.

Article 24 - WARRANTY OF CONFORMITY
TELEGRAFIK commits to delivering Equipment that complies with its documentation, current French legislation, and applicable standards in France, as well as to replacing or repairing, at its sole discretion, Equipment recognized as non-compliant or any of its components.
TELEGRAFIK does not guarantee Equipment failures that are due to use not in accordance with its documentation or TELEGRAFIK's recommendations.

Article 25 - LIABILITY
The contractual obligations borne by TELEGRAFIK are obligations of means. TELEGRAFIK's liability will be limited to the pre-tax amount of the Equipment and software if they have been billed to the Customer by TELEGRAFIK.
TELEGRAFIK cannot be held liable for the customer's actions or the direct or indirect consequences, whatever they may be, of an intervention by the customer triggered following an alarm. TELEGRAFIK cannot be held responsible for a failure of the EDAO software, it being understood that only the operation of the service provided through the EDAO software is taken over by TELEGRAFIK.
TELEGRAFIK cannot be held responsible for direct or indirect damages suffered by the customer, particularly in the event of the occurrence of the following events: failure or interruption of the telecommunications network, whatever the cause; electrical network failure or interruption, whatever the cause; disconnection, failure, or interruption, for whatever reason or cause, of the Equipment's connections; intentional or unintentional damage to the Equipment; computer hacking; use of the Equipment not in accordance with its documentation or TELEGRAFIK's recommendations; any event of force majeure as defined by French courts.
By express agreement, the parties agree that TELEGRAFIK's liability can only be engaged for direct damages resulting from a fault exclusively attributable to it. Under no circumstances may TELEGRAFIK be liable for indirect damages. Any financial, brand image, or client loss is considered indirect damage.
Any damage to the Equipment will be repaired at the exclusive expense of the customer, based on an estimate previously accepted.
The parties agree that the liability cap in this article is not derisory and has been evaluated in relation to the general balance of the agreement.

Article 26 - RETENTION OF TITLE – TRANSFER OF RISKS
TELEGRAFIK retains full ownership of the Equipment until complete payment of the price, both principal and accessories. The transfer of risks of the Equipment to the customer takes effect upon the signature of the delivery note.
The submission of drafts, or other instruments creating an obligation to pay, does not release the customer until complete payment of principal and accessories. All delivered Equipment will be considered consigned on deposit, with the customer bearing alone the entirety of the risks it might suffer or cause, for whatever reason.
In the event of the customer's receivership or judicial liquidation, Equipment that is not fully paid for may be reclaimed by TELEGRAFIK pursuant to the provisions of the Commercial Code.

Article 27 – TERMINATION
In the event of a breach by one of the parties of its obligations, not remedied within 30 (thirty) days from the registered letter with acknowledgment of receipt notifying the breaches, sent by the other party, the latter may pronounce the automatic termination of these general conditions and the related services, subject to any damages it might claim. The termination of services does not entail the cancellation of the Equipment sale. Conversely, the cancellation of the Equipment sale automatically entails the termination, without prior formal notice, of the maintenance and alarm verification services. Furthermore, the alarm verification and maintenance services are indivisible. The termination of one automatically entails the concurrent and automatic termination of the other.

C – PROVISION OF SERVICES
Article 28 - PURPOSE
These general conditions aim to define the terms and conditions of the alarm verification service and the Equipment maintenance service performed by TELEGRAFIK.

Article 29 - DURATION - ENTRY INTO FORCE
The maintenance and alarm verification services take effect on the day the acceptance certificate is signed, for a duration of 1 (one) year, and will be renewable by tacit agreement for equal periods, unless terminated by either party by registered letter with acknowledgment of receipt at least 3 (three) months before the end of the current period.

Article 30 - CONDITIONS OF THE ALARM VERIFICATION SERVICE
Description of the alarm verification service: During the video-vigilance periods agreed upon with the customer, the alarm verification service is performed by the vigilance operators of TELEGRAFIK and its partners. TELEGRAFIK (and its partners) will process the alerts generated by the EDAO software from the server(s) installed in the customer's facility, according to the alarm transmission protocol described in TELEGRAFIK's commercial proposal to which these general conditions are attached. TELEGRAFIK's vigilance operators or its partners will analyze the alerts and, if necessary, relay alarms to the facility's care staff so they can intervene. The technical conditions for commissioning the alarm verification are defined in TELEGRAFIK's commercial proposal.
Obligations of TELEGRAFIK: During video-vigilance periods, the role of TELEGRAFIK (and its partners) strictly consists of processing the alerts transmitted by the analysis servers, qualifying them, and, where applicable, transmitting alarms to the facility. TELEGRAFIK will send a daily electronic report to the customer of the alarms qualified and transmitted to the facility, to ensure service monitoring. TELEGRAFIK (and its partners) will promptly alert the customer in the event of an inability to perform the alarm verification service due to Equipment incidents, the broadband internet connection from the facility, or any other event that notably prevents it from receiving alerts at its vigilance center and/or transmitting alarms to the customer.
Obligations of the Customer: The customer undertakes to maintain all Equipment necessary for performing the video-vigilance service in good working order. The customer is exclusively and entirely responsible for the intervention and the consequences of their care staff's intervention as soon as the alarm is triggered by the vigilance operators of TELEGRAFIK and its partners. The

customer commits to taking corrective actions without delay with its care staff in the event alerts are generated by non-compliance with the conditions of use of the Equipment, the alarm verification service, or, if applicable, the room presence system.

Article 31 - CONDITIONS OF THE MAINTENANCE SERVICE

The maintenance service includes several service levels (Bronze, Silver, or Gold) described in the commercial proposal. The purchase of the Equipment automatically includes a subscription to the Bronze level maintenance service.

Obligations of TELEGRAFIK: TELEGRAFIK endeavors to resolve incidents relating to the Equipment within the timeframes of the service level chosen by the customer. TELEGRAFIK will promptly alert the customer in the event of an inability to perform the maintenance service due to inaccessibility to the server(s) via the facility's high-speed internet connection, or any other event that prevents it notably from receiving malfunction alerts and/or transmitting these alerts to the customer.

Obligations of the Customer: The customer undertakes to maintain in good working order all Equipment and related devices enabling the proper functioning of said Equipment (including, but not limited to, power supply, hygrometry, temperature, dust, and vibrations).

Exclusion: Excluded from the maintenance service are all difficulties and resulting damages caused by: elements or parts ordered by the customer from a third party and that have been integrated or added to the Equipment by the customer or by a third party; elements or parts not belonging to the Equipment but interacting/connecting/interoperating with it; Equipment modified or damaged by the customer or a third party; intervention, and more generally, use of the Equipment by the customer not in accordance with the documentation and/or TELEGRAFIK's recommendations. All non-covered interventions will be billed at the current rate for travel, labor, and spare parts in case of replacement, based on an estimate previously accepted by the customer. Any customer requests concerning the terms and conditions for developing specific features of the EDAO video-vigilance© Solution, or concerning the maintenance of these specific developments, are not included in the scope of the maintenance service and will be the subject of an amendment signed between the parties.

Implementation of the maintenance service:

- **Telephone Support:** In addition to remote operational supervision, performed 7 (seven) days a week, TELEGRAFIK can be reached on business days, from 9:00 AM to 6:00 PM. The Hotline number is 05 82 95 50 52.
- **Intervention:** Remote maintenance or on-site intervention. Assuming telephone support does not resolve the Incident, TELEGRAFIK handles the incident either by remote maintenance, provided remote Equipment accessibility is active, or by intervening on-site, if necessary, after acceptance of the quote. Interventions are performed from Monday to Friday, excluding public holidays, between 9:00 AM and 6:00 PM. Intervention time guarantees cover TELEGRAFIK's handling of the Incident. Interventions are recorded as tickets. One ticket corresponds to one intervention per Equipment unit. If, during the intervention, it appears an Equipment unit needs replacing, TELEGRAFIK will strive to secure the availability of equivalent Equipment to exchange it. After each on-site intervention, TELEGRAFIK will produce a visit report signed by both parties, indicating the intervention date, technician's name, nature of the intervention, duration, and result. All maintenance services conclude with a proper functioning test.
- **Response Times:** The calculation of the response time to a customer request applies only to requests acknowledged by TELEGRAFIK and is calculated considering only business days and hours. If additional information is requested from the customer by TELEGRAFIK, the starting point for calculating the response time is postponed until the expected information is received. The response time to a customer request is the total time elapsed between the date the technical support acknowledges the request and the date a response is provided to the customer. A response, meaning the correction of an Incident, is validly given by intervention either remotely or on-site.
- **Maintenance Report:** In the month following each completed calendar quarter, TELEGRAFIK sends a maintenance report to the facility. This report will detail all events of the past quarter and associated interventions.
- **Warranty:** The legal warranty on the Equipment provided by TELEGRAFIK applies during the 1st year starting from the acceptance certificate. It then applies according to the service level chosen as part of maintenance.

Article 32 - TELEPHONE CONTACT DETAILS

The customer undertakes, upon signing the acceptance report, to provide TELEGRAFIK with the telephone contact details of the persons to be reached in order of priority in case of Equipment failure. The customer commits to immediately and in writing communicate to TELEGRAFIK the new telephone contact details if these individuals are replaced.

Article 33 - PRICE REVISIONS

The price of maintenance and alarm verification services will be automatically revised on January 1st of each year, even if a full year of applying these general conditions has not elapsed. The price revision formula is as follows: P1 = P0 x S1 / S0

- P1 designates the revised price for the new year
- P0 designates the current price on the revision date
- S1 designates the latest SYNTEC index published before the revision is applied
- S0 designates the last known SYNTEC index on the date these conditions are signed

By way of derogation from the above, orders concluded between August 1st and December 31st of a given year will be revised only on January 1st of the year following their first anniversary. If the publication of the above-stipulated index ceases or is interrupted without any new index with a conversion coefficient replacing it, or if the index becomes inapplicable, the closest existing index proposed by TELEGRAFIK will be applied. Should the parties fail to agree on this index within 3 (three) months of its notification by registered letter with acknowledgment of receipt, a replacement index will be determined by an expert.

However, the price revision shall under no circumstances result in a reduction of the service price compared to the rate in effect during the previous period.

III. CGV Capteurs de Température

A - Généralités

Article 1 - PURPOSE :

These terms aim to define the terms and conditions for the sale, delivery, installation, and commissioning of the Temperature Sensor Service, as well as the conditions of the service and maintenance contract if subscribed to by the Customer.

Article 2 - CONTRACTUAL DOCUMENTS :

The contractual documents are, in descending order of priority:

These general terms and conditions of sale;
TELEGRAFIK's commercial proposal and its appendices; ;
Where applicable, the purchase order signed by the Customer, constituting acceptance.

In the event of a conflict of interpretation between these documents, the higher-ranking document shall prevail.

Article 3 - DEFINITIONS :

Customer: designates the entity signing TELEGRAFIK's commercial proposal.
Facility: buildings or premises in which the Equipment is delivered, installed, and commissioned by TELEGRAFIK.
Incident: a reproducible phenomenon preventing the Equipment from operating in accordance with its documentation, generated by a malfunction or a bug.
Equipment: TEMPERATURE SENSORS includes the following devices: Temperature sensors and gateways operating via WIFI or Ethernet.
Service: designates the Temperature Sensor service provided to the Customer.
he technical description of the Equipment is available from Telegrafik.
Unless otherwise expressly provided by the Parties, the Equipment sold by TELEGRAFIK operates with an internet connection.
Parties: designates TELEGRAFIK and the Customer.
User: designates a person who makes use of the Equipment (resident or staff).

Article 4 - ENTRY INTO FORCE

These general terms and conditions enter into force on the date the Customer signs TELEGRAFIK's commercial proposal or quote, or where applicable, upon the issuance of the Customer's purchase order. In the event of a conflict between these two dates, the earliest date will be taken into account. The general terms and conditions are concluded for a duration necessary to fulfill their purpose.

Article 5 - ACCEPTANCE OF GENERAL TERMS AND CONDITIONS

Any order of Equipment and services by the Customer and/or signature by the Customer of TELEGRAFIK's commercial proposal or quote implies full and unconditional adherence to these general terms and conditions of sale, notwithstanding any contrary stipulation that might appear in the Customer's general conditions of purchase, which are inapplicable. Failing prior written acceptance by TELEGRAFIK, any contrary condition posed by the Customer will be unenforceable.

Article 6 – USAGE ET SECURISATION DU MATERIEL

The Equipment provided by TELEGRAFIK must be installed by TELEGRAFIK or a subcontractor, and its use is under the Customer's responsibility.

Article 7 - FINANCIAL CONDITIONS

Invoices will be sent to the facility signing the order and according to the schedule specified in the financial conditions.

7.1 Equipment Sales Price : the sales price, indicated excluding taxes (HT) and in euros, includes the Equipment, delivery, on-site installation by TELEGRAFIK personnel or any approved service provider, and its commissioning.

7.2 Price of maintenance services: the price of maintenance services is indicated excluding taxes (HT) and in euros, and is billed in the form of annual fees.

7.3 Invoicing and payment: TELEGRAFIK invoices are payable upon receipt, unless otherwise stated in the commercial proposal and on the invoice. Any sum due and unpaid within 15 (fifteen) calendar days from the due date shall result, following a prior written claim from TELEGRAFIK, in the payment of late interest based on a rate equal to three (3) times the legal interest rate in force, starting from the day following the due date on the invoice.

For invoices relating to the provision of services, and in the event of a payment delay exceeding 30 (thirty) calendar days, TELEGRAFIK shall have the right to suspend the services subject to the unpaid invoices simply by sending a registered letter with acknowledgment of receipt.

Within 15 (fifteen) days following the sending of the letter notifying the suspension of services, if the Customer has still not made the requested payment, these general terms and conditions and the associated services may be automatically terminated by TELEGRAFIK, without prejudice to any damages that TELEGRAFIK may claim.

Under no circumstances may the Customer use a claim of any nature whatsoever as grounds to defer payment of the price, in whole or in part, or to operate a set-off.

Invoices addressed to the State, local authorities, and/or their public establishments are payable according to the terms provided by the Public Procurement Code, including its provisions relating to default interest, automatically due without the need for any formal notice, in the event of failure to pay within the set timeframe.

Annual revaluation of services:

The revaluation of service rates linked to annual fees is carried out using the formula: **P1 = P0 x S1 / S0**

• **P1** designates the revised price for the new year
• **P0** designates the current price on the revision date
• **S1** designates the latest SYNTEC index published before the revision is applied
S0 designates the last known SYNTEC index on the date these conditions are signed

However, the price revision shall under no circumstances result in a reduction of the service price compared to the rate in effect during the previous period.

Article 8 - PROTECTION DES DONNEES PERSONNELLES

Each Party undertakes to process personal data, as defined in Regulation (EU) 2016/679 of April 27, 2016 (the "GDPR"), within the framework of the execution of the Contract in accordance with the regulations regarding the protection of personal data, including (i) the GDPR, (ii) French legislative and regulatory provisions (Law No. 78-17 of January 6, 1978, as amended), and (iii) Directive 2002/58/EC of July 12, 2002.

In this regard, it is specified that Telegrafik acts as:

- A **data processor** for the Customer regarding the processing of personal data transmitted by the Customer for the purpose of providing the Services. These data are processed in accordance with the Customer's instructions under the GDPR appendix of the Contract.
- A **data controller** for the processing of personal data of the Customer's employees in charge of managing the Contract. The processing methods implemented by Telegrafik are described upon the Customer's request, and the Customer undertakes to communicate them to the data subjects to keep them informed.

It is specified that:

- The Telegrafik Platform is hosted by BtBlue, a French health data host.
- The data collected under this contract are anonymized 6 months after the end of the service for each Beneficiary, or earlier upon request.

It is the Customer's responsibility to provide information to the persons concerned by the processing operations at the time of data collection.

Article 9 - FORCE MAJEURE

Cases of force majeure are defined in accordance with French case law. Initially, cases of force majeure will totally or partially suspend the execution of the Parties' obligations. If the force majeure events last longer than 2 (two) working months, the Parties may terminate these general conditions by sending a registered letter with acknowledgment of receipt, unless the Parties agree otherwise.

Article 10 - STAFF

TELEGRAFIK retains, under all circumstances, its status as the employer of its personnel intervening in the Customer's facility. TELEGRAFIK's personnel will therefore remain under its administrative and hierarchical control. Consequently, TELEGRAFIK ensures the administrative, accounting, social management, discipline, and safety of its employees.

Article 11 - DOCUMENTATION

TELEGRAFIK grants the Customer a non-exclusive, non-transferable right to use the TEMPERATURE SENSORS documentation (including training materials) provided to the Customer, for the legal duration of copyright protection, worldwide, and solely for the needs of using the Equipment.

Article 12 - CONFIDENTIALITY

The Parties commit to total confidentiality regarding the provisions of these general terms and conditions. .

Article 13 - LEGAL AUTHORIZATIONS

The Parties undertake to obtain the legal, regulatory, and administrative authorizations necessary for the application of these general terms and conditions.

Article 14 - GOOD FAITH

The Parties agree to collaborate and execute their obligations in perfect good faith so that TELEGRAFIK can perform its obligations under the best conditions.

Article 15 - ENTIRE AGREEMENT

These general terms and conditions express the entire obligations of the parties regarding their subject matter. These general conditions may only be modified by an amendment signed by the parties.

Article 16 - SEVERABILITY
If one or more stipulations of these general conditions are held to be invalid pursuant to a law, regulation, or a final court decision, the other stipulations will retain their full force and scope.
Article 17 - APPLICABLE LAW
The general conditions are governed by French law, regardless of the place of order signature, delivery, or use.
Article 18 - JURISDICTION
In the event of a dispute, and after an attempt to seek an amicable conciliation, express jurisdiction is attributed to the competent courts of Toulouse, notwithstanding multiple defendants or introduction of third parties, even for emergency proceedings.

B – SALE OF EQUIPMENT AND SOFTWARE
The Equipment sold or leased by TELEGRAFIK is delivered by TELEGRAFIK. TELEGRAFIK grants the Customer a non-transferable, non-exclusive right to use the software associated with the Equipment solely for the Customer's needs, for the legal duration of copyright protection, at no additional cost. These general conditions do not include the right to use the software independently of the said Equipment.
Article 19 - EQUIPMENT DELIVERY TIMES
The delivery times for the Equipment are given as an indication, and any delays in delivery by TELEGRAFIK do not entitle the Customer to cancel the sale, refuse the Equipment or the Service, or claim damages.
Unless another delivery date is expressly agreed upon between the parties, delivery must take place within a maximum of 60 (sixty) days from the date the commercial proposal is signed or the Customer's purchase order is issued. In the event of a conflict between these two dates, the earliest date will be taken into account. The delivery is completed by a delivery note signed by the Customer.
Article 20 - COMMISSIONING OF THE EQUIPMENT
TELEGRAFIK delivers the Equipment to the Customer, who checks its operation.
Article 21 - WARRANTY OF CONFORMITY
Article 21 - WARRANTY OF CONFORMITY TELEGRAFIK commits to delivering Equipment that complies with its documentation, current French legislation, and applicable standards in France. TELEGRAFIK guarantees the repair and/or replacement of any defective products or parts for a period of two years following the delivery date. Except as expressly stated herein, TELEGRAFIK makes no other express or implied warranty regarding the Products. No warranty is given as to the results that may be obtained by the Products.
TELEGRAFIK does not guarantee Equipment failures due to use not in accordance with its documentation or TELEGRAFIK's recommendations.
Article 22 - LIABILITY
The contractual obligations borne by TELEGRAFIK are obligations of means. TELEGRAFIK's liability will be limited to the pre-tax amount of the Equipment and software if they have been billed to the Customer by TELEGRAFIK.
TELEGRAFIK cannot be held liable for the Customer's actions or the direct/indirect consequences of an action by the Customer that damages the Equipment or embedded software.
TELEGRAFIK cannot be held responsible for direct or indirect damages suffered by the Customer in the event of: failure/interruption of the telecommunications network; electrical network failure; disconnection or failure of the Equipment's connections; intentional/unintentional damage to the Equipment; computer hacking; non-compliant use of the Equipment; or any event of force majeure.
By express agreement, TELEGRAFIK's liability can only be engaged for direct damages resulting from a fault exclusively attributable to it. Under no circumstances may TELEGRAFIK be liable for indirect damages (e.g., financial, brand image, or Customer loss).
Any damage to the Equipment will be repaired at the exclusive expense of the Customer, based on a previously accepted estimate.
The Parties agree that the liability cap is not derisory and has been evaluated in relation to the general balance of the agreement.
Article 23 - RETENTION OF TITLE – TRANSFER OF RISKS
TELEGRAFIK retains full ownership of the Equipment until complete payment of the price, both principal and accessories. The transfer of risks of the Equipment to the Customer takes effect upon the signature of the delivery note.
The submission of drafts does not release the Customer until complete payment. All delivered Equipment will be considered consigned on deposit, with the Customer bearing alone the entirety of the risks it might suffer or cause.
In the event of the Customer's receivership or judicial liquidation, unpaid Equipment may be reclaimed by TELEGRAFIK.
Article 24 – TERMINATION
In the event of a breach by one of the Parties of its obligations, not remedied within 30 (thirty) days from the registered letter notifying the breaches, the other Party may pronounce the automatic termination of these general conditions, subject to any damages it might claim. The termination of services does not entail the cancellation of the Equipment sale. Conversely, the cancellation of the Equipment sale automatically entails the termination of the maintenance services.

C – PROVISION OF SERVICES
Article 25 - PURPOSE
These general conditions aim to define the terms and conditions of the Equipment service and maintenance contract performed by TELEGRAFIK.
Article 26 - DURATION - ENTRY INTO FORCE
In the case of an initial contract including the maintenance service, it takes effect on the day the delivery note is signed, for a duration of 1 (one) year, and is renewable by tacit agreement for equal periods, unless terminated by either Party by registered letter with acknowledgment of receipt at least 3 (three) months before the end of the current period.
Article 27 - CONDITIONS OF THE MAINTENANCE SERVICE
Subscribing to the Maintenance Contract implies that the Customer provides a contact person (e.g., technical agent) to TELEGRAFIK.
Obligations of TELEGRAFIK: TELEGRAFIK provides a remote maintenance service via email and telephone support from 9:00 AM to 6:00 PM, Monday to Friday (excluding public holidays). The maintenance included in the proposal does not include possible on-site interventions (managed directly by the Customer or proposed as an extra by TELEGRAFIK based on a quote).
Obligations of the Customer: The Customer undertakes to maintain in good working order all Equipment and related devices enabling its proper functioning (power supply, hygrometry, temperature, dust, and vibrations).
Exclusion. Sont exclus du service de maintenance toutes difficultés et dommages en résultant causés du fait: d'éléments ou de pièces commandés par le Client à un tiers et qui auraient été intégrés ou ajoutés dans le Matériel par le Client ou par un tiers ; d'éléments ou de pièces ne faisant pas partie du Matériel mais se trouvant en relation/connexion/interopérabilité avec ce dernier ; du Matériel modifié ou détérioré par le Client ou par un tiers ; d'une intervention et plus généralement d'une utilisation du Matériel par le Client non conforme à la documentation ou/et aux préconisations de TELEGRAFIK. Toutes les interventions non couvertes seront facturées au tarif en vigueur pour les frais de déplacement, de main-d'œuvre et de pièces détachées en cas de remplacement, sur devis préalablement accepté par le Client.
Implementation of the maintenance service:
Telephone or email support: TELEGRAFIK can be reached on business days, from 9:00 AM to 6:00 PM. Hotline: 05 82 95 50 52 / Email: support@telegrafik.eu.
Minor anomaly: The Supplier commits to contacting the facility within 4 business days to provide a correction by phone. If unresolved, the Supplier will propose a correction within a maximum of one month.
Major and blocking anomaly: The Supplier commits to providing a correction within 2 business days via remote maintenance. If unresolved, the Supplier will propose a correction within a maximum of two weeks.
The Customer may call upon TELEGRAFIK for on-site intervention based on a quote.

IV. CGV KINE-SIM

A - General Information

Article 1 - PURPOSE :
These terms aim to define the terms and conditions for the sale, delivery, installation, and commissioning of the Temperature Sensor Service, as well as the conditions of the service and maintenance contract if subscribed to by the Customer.
Article 2 - CONTRACTUAL DOCUMENTS :
The contractual documents are, in descending order of priority:

- these general terms and conditions of sale;
- TELEGRAFIK's commercial proposal and its appendices;
- where applicable, the purchase order signed by the Customer, constituting acceptance.

In the event of a conflict of interpretation between these documents, the higher-ranking document shall prevail.
Article 3 - DEFINITIONS :
Customer: designates the entity signing TELEGRAFIK's commercial proposal.
Facility: buildings or premises in which the Equipment is delivered, installed, and commissioned by TELEGRAFIK.
Incident: a reproducible phenomenon preventing the Equipment from operating in accordance with its documentation, generated by a malfunction or a bug.
Equipment: TEMPERATURE SENSORS includes the following devices:

- the KINE-SIM device
- any options subscribed to by the Customer: ramp, harness, portable Wi-Fi hotspot, others.

The technical description of the Equipment is available from Telegrafik.
It is specified that the KINE-SIM Equipment comes from Telegrafik's partner supplier KINESIQ, with Telegrafik holding the exclusive distribution rights for the French territory.
Unless otherwise expressly provided by the Parties, the Equipment sold by TELEGRAFIK operates with the following elements, which the Customer must acquire at their own expense prior to installation:

- a mains power connection.
- an internet connection. The lack of an internet connection prevents Equipment updates or remote maintenance operations.

Parties: designates TELEGRAFIK and the Customer.
User: designates a person who makes use of the Equipment (resident or staff).
Article 4 - ENTRY INTO FORCE
These general terms and conditions enter into force on the date the Customer signs TELEGRAFIK's commercial proposal or quote, or where applicable, upon the issuance of the Customer's purchase order. In the event of a conflict between these two dates, the earliest date will be taken into account. The general terms and conditions are concluded for a duration necessary to fulfill their purpose.
Article 5 - ACCEPTANCE OF GENERAL TERMS AND CONDITIONS
Any order of Equipment and services by the Customer and/or signature by the Customer of TELEGRAFIK's commercial proposal or quote implies full and unconditional adherence to these general terms and conditions of sale, notwithstanding any contrary stipulation that might appear in the Customer's general conditions of purchase, which are inapplicable. Failing prior written acceptance by TELEGRAFIK, any contrary condition posed by the Customer will be unenforceable.
Article 6 – USE AND SECURING OF THE EQUIPMENT
The Equipment provided by TELEGRAFIK must be installed by TELEGRAFIK or a subcontractor, and its use is under the Customer's responsibility.
Article 7 - FINANCIAL CONDITIONS
Invoices will be sent to the facility signing the order and according to the schedule specified in the financial conditions.
7.1 Equipment Sales Price: the sales price, indicated excluding taxes (HT) and in euros, includes the Equipment, delivery, on-site installation by TELEGRAFIK personnel or any approved service provider, and its commissioning.
7.2 Price of maintenance services: the price of maintenance services is indicated excluding taxes (HT) and in euros, and is billed in the form of annual fees.
7.3Invoicing and payment: TELEGRAFIK invoices are payable upon receipt, unless otherwise stated in the commercial proposal and on the invoice. Any sum due and unpaid within 15 (fifteen) calendar days from the due date shall result, following a prior written claim from TELEGRAFIK, in the payment of late interest based on a rate equal to three (3) times the legal interest rate in force, starting from the day following the due date on the invoice.
For invoices relating to the provision of services, and in the event of a payment delay exceeding 30 (thirty) calendar days, TELEGRAFIK shall have the right to suspend the services subject to the unpaid invoices simply by sending a registered letter with acknowledgment of receipt.
Within 15 (fifteen) days following the sending of the letter notifying the suspension of services, if the Customer has still not made the requested payment, these general terms and conditions and the associated services may be automatically terminated by TELEGRAFIK, without prejudice to any damages that TELEGRAFIK may claim.
Under no circumstances may the Customer use a claim of any nature whatsoever as grounds to defer payment of the price, in whole or in part, or to operate a set-off.
Invoices addressed to the State, local authorities, and/or their public establishments are payable according to the terms provided by the Public Procurement Code, including its provisions relating to default interest, automatically due without the need for any formal notice, in the event of failure to pay within the set timeframe.
Annual revaluation of services:
The revaluation of service rates linked to annual fees is carried out using the formula: P1 = P0 x S1 /S0
• P1 designates the revised price for the new year
• P0 designates the current price on the revision date
• S1 designates the latest SYNTEC index published before the revision is applied
S0 designates the last known SYNTEC index on the date these conditions are signed
However, the price revision shall under no circumstances result in a reduction of the service price compared to the rate in effect during the previous period.
Article 8 - PROTECTION OF PERSONAL DATA
Each Party undertakes to process personal data, as defined in Regulation (EU) 2016/679 of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR"), within the framework of the execution of the Contract in accordance with the regulations regarding the protection of personal data, including (i) the GDPR, (ii) French legislative and regulatory provisions relating to the processing of personal data, in particular those arising from Law No. 78-17 of January 6, 1978, on Information Technology, Data Files, and Civil Liberties, as amended, and (iii) Directive 2002/58/EC of the European Parliament and of the Council concerning the processing of personal data and the protection of privacy in the electronic communications sector, of July 12, 2002.

In this regard, it is specified that Telegrafik acts as:

- A data processor for the Customer regarding the processing of personal data transmitted by the Customer for the purpose of providing the Services. In this context, these data are processed in accordance with the Customer's instructions under the GDPR appendix of the Contract.
- A data controller for the processing of personal data of the Customer's employees in charge of managing the Contract. In this context, the processing methods implemented by Telegrafik are described upon the Customer's request, and the Customer undertakes to communicate them, if necessary, to the data subjects to keep them informed of these processing methods.

Article 9 - FORCE MAJEURE
Cases of force majeure are defined in accordance with French case law. Initially, cases of force majeure will totally or partially suspend the execution of the Parties' obligations defined in these general conditions. If the force majeure events last longer than 2 (two) working months, the Parties may terminate these general conditions by sending a registered letter with acknowledgment of receipt, unless the Parties agree otherwise.
Article 10 - PERSONNEL
TELEGRAFIK retains, under all circumstances, its status as the employer of its personnel intervening in the Customer's facility, within the framework of the execution of commissioning or maintenance. TELEGRAFIK's personnel will therefore remain, under all circumstances, under its administrative and hierarchical control. Consequently, TELEGRAFIK ensures the administrative, accounting, and social management, discipline, and safety of its employees intervening in the execution of its services.
Article 11 - DOCUMENTATION

TELEGRAFIK grants the Customer a non-exclusive, non-transferable right to use the TEMPERATURE SENSORS documentation (including training materials or any documentation associated with the Equipment) provided to the Customer, for the legal duration of copyright protection, worldwide, and solely for the needs of using the Equipment.

Article 12 - CONFIDENTIALITY

The Parties commit to total confidentiality regarding the provisions of these general terms and conditions.

Article 13 - LEGAL AUTHORIZATIONS

The Parties undertake to obtain the legal, regulatory, and administrative authorizations necessary for the application of these general terms and conditions.

Article 14 - GOOD FAITH

The Parties agree to collaborate and execute their obligations in perfect good faith so that TELEGRAFIK can perform its obligations under the best conditions.

Article 15 - ENTIRE AGREEMENT

These general terms and conditions express the entire obligations of the parties regarding their subject matter. These general conditions may only be modified by an amendment signed by the parties.

Article 16 - SEVERABILITY

If one or more stipulations of these general conditions are held to be invalid or declared as such pursuant to a law, regulation, or following a final decision by a competent court, the other stipulations will retain their full force and scope.

Article 17 - APPLICABLE LAW

The general conditions are governed by French law, regardless of the place of order signature, delivery, or use.

Article 18 - JURISDICTION

In the event of a dispute, and after an attempt to seek an amicable conciliation, express jurisdiction is attributed to the competent courts of Toulouse, notwithstanding multiple defendants or introduction of third parties, even for emergency proceedings, preventive proceedings in summary judgment, or by petition.

B – SALE OF EQUIPMENT AND SOFTWARE

The Equipment sold or leased by TELEGRAFIK is delivered by TELEGRAFIK. TELEGRAFIK grants the Customer a non-transferable, non-exclusive right to use the software associated with the Equipment solely for the Customer's needs, for the legal duration of copyright protection, at no additional cost to the Customer. These general conditions do not include the right to use the software associated with the Equipment independently of the use of said Equipment.

Article 19 - EQUIPMENT DELIVERY TIMES

The delivery times for the Equipment are given as an indication, and any delays in delivery or installation by TELEGRAFIK or its partners do not entitle the Customer to cancel the sale, refuse the Equipment or its installation, or claim damages.

Unless another delivery date is expressly agreed upon between the parties, the delivery of the Equipment must take place within a maximum of 60 (sixty) days from the date the commercial proposal is signed or the Customer's purchase order is issued. In the event of a conflict between these two dates, the earliest date will be taken into account.

The Customer undertakes to provide access to the premises where the Equipment is intended to be installed to the delivery services and installers approved by TELEGRAFIK, between 8:00 AM and 8:00 PM, subject to an intervention notice announced at least 24 (twenty-four) hours in advance. The delivery is completed by a delivery note signed by the Customer.

Article 20 - COMMISSIONING OF THE EQUIPMENT

TELEGRAFIK delivers the Equipment to the Customer, who checks its operation.

Article 21 - WARRANTY OF CONFORMITY

TELEGRAFIK commits to delivering Equipment that complies with its documentation, current French legislation, and applicable standards in France. TELEGRAFIK guarantees the repair and/or replacement of any defective products or parts thereof for a period of two years following the delivery date. Except as expressly stated herein, TELEGRAFIK makes no other express or implied warranty, promise, or obligation regarding the Products. No warranty is given as to the results that may be obtained by the Products.

TELEGRAFIK does not guarantee Equipment failures that are due to use not in accordance with its documentation or TELEGRAFIK's recommendations.

Article 22 - LIABILITY

The contractual obligations borne by TELEGRAFIK are obligations of means. TELEGRAFIK's liability will be limited to the pre-tax amount of the Equipment and software if they have been billed to the Customer by TELEGRAFIK.

TELEGRAFIK cannot be held liable for the Customer's actions or the direct or indirect consequences, whatever they may be, of an action by the Customer that damages the Equipment or the software embedded in the Equipment.

TELEGRAFIK cannot be held responsible for direct or indirect damages suffered by the Customer, particularly in the event of the occurrence of the following events: failure or interruption of the telecommunications network, whatever the cause; electrical network failure or interruption, whatever the cause; disconnection, failure, or interruption, for whatever reason or cause, of the Equipment's connections; intentional or unintentional damage to the Equipment; computer hacking; use of the Equipment not in accordance with its documentation or TELEGRAFIK's recommendations; any event of force majeure as defined by French courts.

By express agreement, the parties agree that TELEGRAFIK's liability can only be engaged for direct damages resulting from a fault exclusively attributable to it. Under no circumstances may TELEGRAFIK be liable for indirect damages. Any financial, brand image, or Customer loss is considered indirect damage.

Any damage to the Equipment will be repaired at the exclusive expense of the Customer, based on an estimate previously accepted.

The Parties agree that the liability cap in this article is not derisory and has been evaluated in relation to the general balance of the agreement.

Article 23 - RETENTION OF TITLE – TRANSFER OF RISKS

TELEGRAFIK retains full ownership of the Equipment until complete payment of the price, both principal and accessories. The transfer of risks of the Equipment to the Customer takes effect upon the signature of the delivery note.

The submission of drafts, or other instruments creating an obligation to pay, does not release the Customer until complete payment of principal and accessories. All delivered Equipment will be considered consigned on deposit, with the Customer bearing alone the entirety of the risks it might suffer or cause, for whatever reason.

In the event of the Customer's receivership or judicial liquidation, Equipment that is not fully paid for may be reclaimed by TELEGRAFIK pursuant to the provisions of the Commercial Code.

Article 24 – TERMINATION

In the event of a breach by one of the Parties of its obligations, not remedied within 30 (thirty) days from the registered letter with acknowledgment of receipt notifying the breaches, sent by the other Party, the latter may pronounce the automatic termination of these general conditions and the related services, subject to any damages it might claim. The termination of services does not entail the cancellation of the Equipment sale. Conversely, the cancellation of the Equipment sale automatically entails the termination, without prior formal notice, of the maintenance services.

C – PROVISION OF SERVICES

Article 25 - PURPOSE

These general conditions aim to define the terms and conditions of the Equipment service and maintenance contract performed by TELEGRAFIK.

Article 26 - DURATION - ENTRY INTO FORCE

In the case of an initial contract including the maintenance service, it takes effect on the day the delivery note is signed, for a duration of 1 (one) year, and is renewable by tacit agreement for equal periods, unless terminated by either Party by registered letter with acknowledgment of receipt at least 3 (three) months before the end of the current period.

Article 27 - CONDITIONS OF THE MAINTENANCE SERVICE

Subscribing to the Maintenance Contract (via the signing of the commercial proposal or quote incorporating this service) requires the Customer to provide a contact person (e.g., technical agent) to TELEGRAFIK.

Obligations of TELEGRAFIK. TELEGRAFIK provides the customer with a remote maintenance service via email and telephone support from 9:00 AM to 6:00 PM, Monday to Friday (excluding public holidays). The maintenance included in the commercial proposal or quote does not include possible on-site interventions (managed directly by the Customer or proposed as an extra by TELEGRAFIK based on a quote).

Obligations of the Customer. The Customer undertakes to maintain in good working order all Equipment and related devices enabling the proper functioning of said Equipment (including, but not limited to, power supply, hygrometry, temperature, dust, and vibrations).

Exclusion. Excluded from the maintenance service are all difficulties and resulting damages caused by: elements or parts ordered by the Customer from a third party and that have been integrated or added to the Equipment by the Customer or by a third party; elements or parts not belonging to the Equipment but interacting/connecting/interoperating with it; Equipment modified or damaged by the Customer or a third party; intervention, and more generally, use of the Equipment by the Customer not in accordance with the documentation and/or TELEGRAFIK's recommendations. All non-covered interventions will be billed at the current rate for travel, labor, and spare parts in case of replacement, based on an estimate previously accepted by the Customer.

Implementation of the maintenance service:

Telephone or email support: TELEGRAFIK can be reached on business days, from 9:00 AM to 6:00 PM. The Hotline number is 05 82 95 50 52, and the support email address is support@telegrafik.eu.

In the event of a minor anomaly, the Supplier commits to contacting the facility within 4 business days to provide a correction by phone. If the anomaly is not resolved, the Supplier commits to proposing a correction within a maximum of one month.

In the event of a **major and blocking anomaly:** The Supplier commits to providing the facility with a correction within 2 business days via remote maintenance. If the anomaly is not resolved, the Supplier commits to proposing a correction within a maximum of two weeks.

The Customer may call upon TELEGRAFIK for on-site intervention based on a quote.

Article 28 - LIABILITY

The contractual obligations borne by TELEGRAFIK are obligations of means. TELEGRAFIK's liability will be limited to the pre-tax amount of the price paid by the Customer for the maintenance services for 1 (one) year.

TELEGRAFIK cannot be held liable for the Customer's actions or the direct or indirect consequences, whatever they may be, of the Customer's actions.

TELEGRAFIK cannot be held responsible for direct or indirect damages suffered by the Customer, particularly in the event of the occurrence of the following events: failure or interruption of the telecommunications network, whatever the cause; electrical network failure or interruption, whatever the cause; disconnection, failure, or interruption, for whatever reason or cause, of the Equipment's connections; intentional or unintentional damage to the Equipment; computer hacking; use of the Equipment not in accordance with its documentation or TELEGRAFIK's recommendations; any event of force majeure as defined by French courts.

By express agreement, the parties agree that TELEGRAFIK's liability can only be engaged for direct damages resulting from a fault exclusively attributable to it. Under no circumstances may TELEGRAFIK be liable for indirect damages. Any financial, brand image, or Customer loss is considered indirect damage.

Any damage to the Equipment will be repaired at the exclusive expense of the Customer, based on an estimate previously accepted.

The parties agree that the liability cap in this article is not derisory and has been evaluated in relation to the general balance of the agreement.

V. CGV AUXIVIA by Telegrafik

Article 1 – Introduction and Purpose

The general terms and conditions of sale and rental described below detail the rights and obligations of TELEGRAFIK, a Simplified Joint-Stock Company (SAS) with its registered office located at 15 Chemin de la Crabe, 31300 Toulouse, registered with the Toulouse Trade and Companies Register (RCS) under number 795 378 629, represented by Carole ZISA-GARAT acting as President, duly authorized for the purposes hereof, (hereinafter referred to as "TELEGRAFIK" or "the Service Provider") and its Customer (hereinafter referred to as the "Customer") in connection with the provision of goods and services offered by TELEGRAFIK and detailed in Article 2 of these General Terms and Conditions of Sale and Rental.

These terms are intended to govern the contractual relationship between TELEGRAFIK and the Customer.

Together with the quote signed by the Customer, they constitute a contract (hereinafter referred to as "the Contract") binding TELEGRAFIK and the Customer.

Any service performed by TELEGRAFIK therefore implies the Customer's unconditional acceptance of these General Terms and Conditions of Sale and the waiver on their part of their own general purchasing conditions.

Article 2 – Characteristics of the goods and services offered

TELEGRAFIK offers innovative solutions to improve the quality of life and care of people losing their autonomy, while facilitating the support of the professionals who supervise them.

In this capacity, TELEGRAFIK provides equipment and services (individually hereinafter referred to as "the Equipment" and "the Service(s)", jointly hereinafter referred to as "the Auxivia Solution") intended for people cared for within specialized facilities or networks such as Residential Care Facilities for the Elderly (EHPAD), Multi-purpose Home Care and Assistance Services (SPASAD), Enhanced Home Support Devices (DRAD), or Home Nursing Care Services (SSIAD), among others.

The Auxivia Solution facilitates the collection and transmission of information by providing the Customer with adapted Equipment such as, for example, smart glasses connected to a monitoring platform, coupled with other Equipment enabling their proper functioning.

Article 3 – Offer and Order

3.1 Validity of the offer

Only a commercial offer issued by the Service Provider in the form of a quote is valid, for a period of 3 months from its date of issue, unless another specific duration is clearly specified in the quote. At the end of this term, a new quote must be issued and sent to the Customer if the previous offer was not concluded during this timeframe.

3.2 Order

The quote issued by TELEGRAFIK and signed by the Customer serves as a purchase order with TELEGRAFIK.

3.3 Order Cancellation

Any modification or cancellation of all or part of the order after signing the quote, originating from the Customer and without the Service Provider being responsible, can only be considered with the express agreement of TELEGRAFIK and will result in the payment of a flat-rate compensation set at 10% of the price, to cover all incurred expenses (design costs, tooling, parts, services, etc.).

In the event of an order cancellation, any deposit paid will be forfeited.

Article 4 – Prices and payment terms

Prices are net, excluding taxes, and in Euros (€).

Rates are subject to change without notice.

The quote, and possibly the order confirmation, determine the prices and payment terms, the latter never being able to exceed the current legal framework.

Any sum unpaid by its due date will automatically and by right, without the need to send a formal notice, result in the immediate application of late payment interest at a rate equal to three times the legal interest rate in effect on the invoice issue date, in accordance with the provisions of Article L.441-6, paragraph 8 of the French Commercial Code.

Furthermore, in accordance with the provisions of Article D.441-5 of the French Commercial Code, in the event of late payment, the Customer will be liable for a flat-rate compensation for recovery costs of 40 euros per invoice paid late or unpaid.

In the event of payment default, forty-eight (48) hours after an unsuccessful formal notice, the sale may be automatically terminated, and TELEGRAFIK may initiate any action seeking compensation for its damages and implement any precautionary measures, in particular by suspending any current Customer order.

In the case of payment by commercial paper, the failure to return the paper will be considered a refusal of acceptance equivalent to a payment default. Similarly, when payment is made in installments, the non-payment of a single installment will result in the immediate demandability of the entire debt, without formal notice.

Under no circumstances may payments be suspended or be the subject of any compensation without the prior written consent of TELEGRAFIK. Any partial payment will first be allocated to the non-privileged part of the debt, then to the oldest due sums.

For sales and rentals to facilities, institutions, associations, and organizations, TELEGRAFIK issues a standard pre-tax reference catalog rate, along with commercial conditions per geographic area or customer type. These commercial conditions are available upon request and are applicable following express agreement from TELEGRAFIK for new customers.

Annual revaluation of services

The revaluation of rates is carried out using the following formula:

P1 = P0 x S1 /S0

- **P1** designates the revised price for the new year
- **P0** designates the current price on the revision date
- **S1** designates the latest SYNTEC index published preceding the application of the revision

S0 designates the last known SYNTEC index on the date of signature of these terms

However, the price revision shall under no circumstances result in a reduction of the service price compared to the rate in effect during the previous period.

Article 5 – Contract duration

5.1 Initial duration

The Contract enters into force upon delivery of the order to the Customer by the Service Provider and applies until the Equipment is returned to TELEGRAFIK's premises.

5.2 Renewal

After the initial duration stipulated in the Contract, it is tacitly renewable for a period identical to the one initially subscribed, unless terminated by either party, by any written means, one (1) month before the anniversary date of the Contract.

Any period started is due.

Any request from the Customer concerning a reduction in the quantity of equipment made available by TELEGRAFIK, leading to a reduction in the annual fee, cannot be accepted. In the event of a contract renewal, the Customer may review their equipment needs up to one (1) month prior to the tacit renewal.

Article 6 – Availability and Delivery

Products in stock are usually made available for delivery within fourteen (14) business days from the sending of the order confirmation by TELEGRAFIK.

Products that are not in stock are usually made available for delivery within twelve (12) weeks from the sending of the order confirmation by TELEGRAFIK. These timeframes are not strict deadlines, and TELEGRAFIK can in no case be held liable to the Customer in the event of a delay in availability.

TELEGRAFIK will not make any partial deliveries.

The transport costs related to the delivery of a Customer Order are borne by the Service Provider.

Any order for additional equipment, whose amount is less than €250 excl. tax, will be shipped at the buyer's expense and will incur a processing fee of €8.33 excl. tax.

Goods, even shipped carriage paid, always travel at the Customer's risk. In the event of damage, loss, or theft during transport, or in the event of a delivery delay, it is the Customer's responsibility to exercise any recourse against the carrier(s). The Customer may subscribe, from the time the order is made available, to an insurance policy covering the risks that the Equipment may incur or cause.

Any storage of an order by the Service Provider, once it is ready to be shipped, beyond what was contractually agreed upon in the quote or by any other written means, will result in a price increase for the remaining goods to be delivered, of 2% per month unless specified otherwise, representing storage costs and related financial costs.

Furthermore, the storage of unpaid goods by the Customer cannot exceed two (2) months after the Customer has been notified in writing of the availability of the goods (i.e., goods packaged, ready to be shipped). The invoicing for said goods will *de facto* be triggered at the end of this period.

It is the Customer's responsibility to verify the apparent condition of the delivered Equipment. In the absence of precise and complete reservations expressly issued in writing by the Customer to the carrier with a copy to TELEGRAFIK within two (2) business days following receipt of the order (the carrier's delivery note serving as proof), the Equipment delivered by TELEGRAFIK will be deemed compliant in quantity and quality with the order.

In the event of force majeure or exceptional events delaying or prohibiting the delivery of the Equipment, TELEGRAFIK is released from any liability.

Any shipment will automatically be subject to invoicing as stipulated in the Terms and Conditions of the Contract.

ARTICLE 7 – INSURANCE

Le Prestataire et Le Client déclarent avoir souscrit une police d'assurance d'un montant suffisant pour couvrir sa responsabilité civile contractuelle à l'égard de l'ensemble de leurs Bénéficiaires. De son côté, le Bénéficiaire déclare avoir souscrit une police d'assurance d'un montant suffisant pour couvrir sa responsabilité civile en cas de casse ou détérioration du Matériel.

Article 8 – Deadlines

Deadlines are given as an indication and are calculated from the final acceptance of the order by TELEGRAFIK and the communication by the Customer of any elements, notably administrative, technical, or graphical, necessary for executing the order. Any modification to the order starts a new deadline. A delay in the availability of the Products cannot lead to the refusal of the Products, the termination of the Contract, any compensation to the Customer, or the refusal of the order by the Customer.

The overall execution time, given as an indication, will be appropriately revised if the Customer is late in performing the services for which they are responsible, or in fulfilling their contractual obligations, in particular if they do not respect the payment terms, as well as when a cause for exemption occurs as provided for in Article 14 below. In all cases, delivery on time can only take place if the Customer is up to date with their obligations towards TELEGRAFIK.

Article 9 – Conditions of use

The Customer expressly accepts and acknowledges:

- having solely made the choice, under their exclusive responsibility, of the Auxivia Solution offered by the Service Provider and will have no recourse or action of any kind against TELEGRAFIK in the event that the Auxivia Solution proves unsuitable for their needs, even after the training provided by the Service Provider under the Contract;
- that lending or renting the Equipment to a third party is prohibited, as is pledging it;
- that they must exclusively use the Equipment in the location indicated in the quote and potentially in the order confirmation;
- that they must entrust the Equipment to duly qualified personnel possessing any necessary authorizations, maintain it in a constant and good working condition, and use it in accordance with the instructions and information provided during the training by the Service Provider as well as the recommendations in the user manual, and, more generally, all regulatory health and safety guidelines applicable to their activity;
- that any use of the Auxivia Solution that is non-compliant, abnormal, or contrary to the instructions and information provided by the Service Provider as well as the recommendations mentioned in the manuals, is prohibited and engages the exclusive liability of the Customer who, in the event of damage, will not be able to exercise any recourse of any kind against the Service Provider;
- that any modification of the Auxivia Solution is strictly prohibited, including the dismantling of the Equipment. In the event of a technical malfunction, the Customer refrains from carrying out any repair themselves or through a third-party maintenance company, without the prior written agreement of TELEGRAFIK. Failing this, their exclusive liability will be engaged without the Customer being able to exercise any recourse of any kind against the Service Provider;
- that a sudden, fortuitous technical malfunction that does not pose a risk to the health and safety of users is an event that is possible to occur, such that any damaging consequence resulting from such a malfunction cannot engage the Service Provider's liability;
- that the Equipment, software, accessories, and consumables may present incompatibilities and operating errors that do not constitute sudden and fortuitous technical malfunctions and may lead to interruptions, processing blockages, or data loss. In such a case, the Service Provider's liability cannot be engaged;
- that they cannot claim any reduction, suspension of fees, or compensation of any kind in the event that the TELEGRAFIK Solution cannot be used in the case of:
    - a sudden, fortuitous technical malfunction that does not risk affecting the safety and health of users;
    - incompatibilities or operating errors having resulted in interruptions, processing blockages, or data loss.

Article 10 – Installation, Setup

Once the Equipment is delivered, TELEGRAFIK is responsible, remotely, for its Commissioning.

This Commissioning allows access, via a secure connection, to the online monitoring platform managed by TELEGRAFIK, which synthesizes the information contained in the Equipment made available to the Customer.

Only the first installation of the Equipment is included in the contract. Any order for additional equipment, for any reason whatsoever, includes neither installation nor complementary training.

For any installation and/or Training subscribed to and requiring travel, the Customer's referring TELEGRAFIK Sales Representative or another partner mandated by TELEGRAFIK will go to the place where the Equipment is used in order to provide training to the qualified personnel, potential users of said Equipment.

Any shipped order necessitating the installation of the Equipment by TELEGRAFIK will be invoiced upon shipment. The Customer must arrange with their referring Sales Representative to install the Equipment within 10 days following the shipment of the order. Any installation delay that is not initiated by TELEGRAFIK cannot be subject to a deferred billing, and the order will then be due under the terms and conditions set out in the invoice.

Article 11 – Maintenance and Technical Malfunctions

11.1 Maintenance

Once the Equipment is commissioned, TELEGRAFIK will ensure its maintenance remotely or, if necessary, at the place of use mentioned in the Order Confirmation.

11.2 Technical Malfunctions

The Customer agrees to report any technical malfunction of the TELEGRAFIK Solution to the Service Provider within forty-eight (48) hours by email sent to support@telegrafik.eu and refrains from repairing the Equipment themselves or having it repaired.

In the event of a sudden and fortuitous technical malfunction not attributable to an act of the Customer, TELEGRAFIK will take the necessary steps to resolve it through, where applicable, repairing or replacing the Equipment. It being understood that the Equipment is guaranteed for two years from its installation following a purchase.

In the event that equipment replacement is required, the Customer must return, at their expense, the concerned equipment to the Service Provider. Upon receipt thereof, TELEGRAFIK will send, at its expense and as soon as possible, replacement equipment.

If the technical malfunction causes a total halt in the Customer's use of the Service for more than two (2) weeks, invoicing may be suspended for the time necessary to restore the Service without the commitment period being extended by the same amount.

In the event of a malfunction attributable to the Customer, the latter will bear the restoration costs according to Article 2.3 of the Specific Conditions, while the entire invoice due under the Contract will remain payable even in the event of temporary non-use of the Service.

In the case of Equipment rental, it will be guaranteed in the event of a malfunction not linked to misuse by the customer. Should the Customer wish to replace the Equipment, particularly the glasses due to wear related to daily use, this will only be possible in the event of a rental recommitment and within the limit of the number of glasses rented. During the first rental period, the equipment can only be replaced at TELEGRAFIK's expense in the event of a proven malfunction not related to the Customer's misuse. The Customer may, however, change their equipment before the recommitment if they wish, at their own expense.

In the event of a dispute over the attributability of the malfunction and if its scale necessitates a Bailiff's report or an expert assessment, the costs of these will ultimately be borne by the party whose liability is declared engaged following this measure, after having been advanced by the party requesting the report or expert assessment.

In any case, the return of the Equipment by the Customer will be at their expense, while sending the Equipment to the Customer is at TELEGRAFIK's expense.

11.3 Implementation of the maintenance service

Telephone or email support: TELEGRAFIK can be reached on business days, from 9 AM to 6 PM. The Hotline number is 05 82 95 50 52, and the support email address is support@telegrafik.eu. In the event of a minor anomaly, the Supplier commits to recontacting the facility within 4 business days to provide a correction over the phone. If the anomaly is not resolved, the Supplier commits to proposing a correction within a maximum of one month. In the event of a major and blocking anomaly: The Supplier commits to providing the facility with a correction within 2 business days via remote maintenance. If the anomaly is not resolved, the Supplier commits to proposing a correction within a maximum of two weeks. The Customer may call upon TELEGRAFIK to intervene on-site based on a quote.

Article 12 – Obligations of the Parties

12.1 Obligations of TELEGRAFIK

TELEGRAFIK's commitments constitute an obligation of means under which the Auxivia Solution will be provided in strict compliance with the Contract and current professional rules.

To this end, the Service Provider will assign professionals with the required skills to execute the Contract in accordance with its quality standards.

12.2 Obligations of the Customer

The Customer expressly acknowledges having sufficient skills and knowledge to enable them to use the Auxivia Solution for its intended purpose; the Service Provider is not required to ascertain the Customer's skill level itself, which is always presumed sufficient.

The Equipment necessary for the use of the Auxivia Solution is delivered to the Customer in a functional state accompanied by its manuals, which the latter irrevocably commits to strictly follow.

Article 13 – Return of the Equipment

In the context of the termination of the Equipment rental contract, the Customer must return to TELEGRAFIK all of the Equipment that was made available to them in good working order; said Equipment may, however, have suffered normal wear and tear resulting from its use in accordance with the instructions and practices communicated by the Service Provider as well as the recommendations mentioned in the user guides and manuals.

TELEGRAFIK reserves the right to invoice any refurbishment costs it may be forced to incur in the event of the return of Equipment whose condition is not the result of normal wear and tear, and to invoice all or part of the Equipment that is not returned to it at the end of the agreed period between the Service Provider and its Customer, at the rates in effect at the time the quote was signed. These rates can be communicated to the Customer upon simple request.

The transport costs related to the contractual return of the Equipment will be borne by the Customer at their own risk. The Customer must ensure that the goods are packaged correctly, preferably in the original packaging, to guarantee the safe transport of the Products.
Also, unless expressly agreed otherwise in writing by TELEGRAFIK, the Equipment must be returned to the Service Provider within 15 days following the end of the Contract period; failing which it will be fully invoiced to the Customer, at the rate in effect at the time the quote was signed.

Article 14 – Warranty

TELEGRAFIK guarantees the Customer, in accordance with applicable legal and regulatory provisions, against any hidden defects and lack of conformity affecting the delivered Equipment that renders it unfit for use.
Upon receipt of the order, the Customer must immediately verify its condition and conformity with the Contract, if applicable. All claims relating to a defect in the delivered Equipment, an inaccuracy in quantities, or an incorrect reference compared to the order confirmed by TELEGRAFIK, must be made by any written means within two (2) days of receiving the goods, failing which the right to claim will forfeit, as the Customer must provide proof of the date the defect was discovered.
Any return of Equipment requires the prior agreement of TELEGRAFIK, which will then communicate the return address to the Customer. In the absence of an agreement, any returned Equipment will be kept available for the Customer at their expense and risk, with all transport, storage, and handling costs being the Customer's responsibility. In all cases, the return of goods is carried out at the Customer's expense and risk.
The Customer must provide full justification regarding the reality of the lack of conformity or hidden defects discovered, with any verification or analysis carried out remaining at their expense.
Any warranty, whether contractual and/or legal, is excluded in the event of misuse, non-compliance with the recommended storage and transport conditions, negligence, or lack of maintenance on the part of the Customer, as well as in the event of normal wear and tear of the goods or force majeure, or if the Customer has made modifications to the Equipment on their own initiative
In the event of TELEGRAFIK's proven liability, defective Products will be replaced by identical or similar Products or will result in a credit note, to the exclusion of any compensation to the Customer. In the event of an exchange, the Equipment sent to the Customer will travel at TELEGRAFIK's expense but at the Customer's risk.

Article 15 – Liabilities of TELEGRAFIK

15.1 Exclusions

The Customer has legal custody of the Equipment made available to them throughout the duration of the Contract and is liable as a result. TELEGRAFIK can in no case be held liable to third parties for the material or immaterial consequences of a stoppage or malfunction of the offered Service. The Customer may not use the Service for any purpose other than that for which it is normally intended, nor use it under conditions different from those for which the provision was made, nor violate the safety rules set by legislation, the instructions and information provided, or the recommendations for use found in the user manual. In any event, TELEGRAFIK can never be held liable for operating losses, loss of profit, business interruptions, direct and/or indirect loss of information resulting from the use of the Service. Furthermore, TELEGRAFIK can never be held liable for a loss of profit suffered by a third party or for any legal claim directed or brought against the Customer by a third party. For other damages, the Service Provider's total liability, for the entire duration of the Contract, whatever the cause or basis, is expressly capped at the fees due to TELEGRAFIK by the Customer for the last three (3) months of invoicing. The Customer is not, for their part, responsible for the damaging consequences of hidden defects in the Equipment rendering it unfit for its intended use. When the Equipment is entrusted to a third party for repair, at TELEGRAFIK's initiative, it passes into the custody of this third party such that the Customer is relieved of responsibility for damages that could be caused by or to the Equipment.

15.2 Force majeure

TELEGRAFIK is not responsible for damages, delays, or failures in executing the Contract caused by events reasonably beyond its control. Such acts or causes include, but are not limited to, the following events: strikes, labor disputes, social unrest, war, riots, insurrections, attacks, sabotage, threats, fires, floods, failure or delay of transport or communication means, computer or electricity breakdowns. However, if the force majeure continues for more than ninety (90) days, the Contract may be terminated (without compensation or refund of any amounts possibly already paid) by either party, without this termination being considered a fault. Termination, in such a scenario, must be notified by any written means and will take effect on the date the notification is received, unless otherwise expressly agreed between the parties hereto.

Article 16 – Intellectual Property

TELEGRAFIK reserves:

- all copyrights, registered trademarks, distinctive signs, patents, and any other intellectual property rights relating to its business;
- all rights, titles, and interests in all methods, processes, techniques, developments, and know-how, whether or not incorporated into the Service provided to the Customer or that the Service Provider may develop or provide under the Contract.

Consequently, the Customer acquires no ownership rights or licenses, whatever the basis or content, to all the elements enabling them to use the Service, including the Equipment made available to them, as well as to the Service Provider's trademarks, distinctive signs, and patents. Neither party may mention or use the name, denomination, trademarks, logos, or other designations, commercial or otherwise, of the other party without the latter's prior written consent. Notwithstanding the above, TELEGRAFIK may use the Customer's name, denomination, trademarks, and logos during the Contract to the extent strictly necessary for its execution, including in proposals for subsequent contracts. Furthermore, the Customer authorizes the Service Provider, during and after the Contract, to cite their name/denomination as a reference and to accompany this citation, if applicable, with a generic description of the Service provided.

Article 17 - Personal Data

Each Party undertakes to process personal data, as defined in Regulation (EU) 2016/679 of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR"), within the framework of executing the Contract in accordance with personal data protection regulations, including (i) the GDPR, (ii) French legislative and regulatory provisions relating to the processing of personal data, in particular those arising from Law No. 78-17 of January 6, 1978, relating to information technology, files and freedoms, as amended, and (iii) Directive 2002/58/EC of the European Parliament and of the Council concerning the processing of personal data and the protection of privacy in the electronic communications sector, of July 12, 2002.

In this regard, it is specified that Telegrafik acts as:

- a data processor for the Customer concerning the processing of personal data transmitted by the Customer for the purpose of providing the Services. In this context, these data are processed in accordance with the Customer's instructions under the GDPR appendix of the Contract.
- a data controller for processing the personal data of the Customer's employees in charge of managing the Contract. In this context, the processing modalities implemented by Telegrafik are described upon the Customer's request, and the Customer undertakes to communicate them, if necessary, to the individuals concerned to keep them informed of these processing modalities.

It is specified that:

- The Telegrafik Platform is hosted by BtBlue, a French health data host;
- The data collected under this contract are anonymized 6 months after the end of the service for each Beneficiary, or earlier upon request. It is the Customer's responsibility to provide information to the individuals concerned by the processing operations at the time the data is collected.

Article 18 – Eviction of the lessor (Restriction on Lessee)

In the event of Equipment rental, the Customer is prohibited from assigning, pledging or pawning, subletting, offering as collateral, lending the rented equipment, or disposing of it in any way whatsoever, without TELEGRAFIK's prior written consent; in which case TELEGRAFIK reserves the right to evict its Customer without notice.

Article 19 – Dispute Resolution

These General Terms and Conditions of Sale are subject to French law, with the provisions of the Vienna Convention and the conflict of law rules of the French Republic being expressly excluded. For all disputes arising in connection with the contract, including those relating to its validity, interpretation, execution, or termination, the parties grant jurisdiction to the competent courts of Toulouse, without the service provider being liable to be summoned before another court, even in the event of multiple defendants, summary proceedings, or third-party claims, and without any jurisdiction clauses that may exist in the customer's commercial and administrative documents being able to prevent the application of this clause.

VI. CGV Care-me Check

A - Introduction and Purpose
Article 1 - Purpose:
These terms and conditions are intended to define the terms and conditions governing the sale, delivery, installation, and commissioning of the Care-me Check Service, as well as the terms of the service and maintenance contract, if entered into by the Customer.

Article 2 - CONTRACTUAL DOCUMENTS:
The contractual documents are, in descending order of priority:
- these General Terms and Conditions of Sale;
- TELEGRAFIK's commercial proposal and its appendices;
- if applicable, the purchase order signed by the Customer, which constitutes acceptance

In the event of a conflict of interpretation between these documents, the document of higher rank shall prevail

Article 3 - DEFINITIONS :
Client: means the entity that signed TELEGRAFIK's commercial proposal.
Facility: buildings or premises where the Equipment is delivered, installed, and commissioned by TELEGRAFIK.
Incident: a reproducible phenomenon that prevents the Equipment from functioning in accordance with its documentation, caused by a malfunction or a bug.
Equipment: CARE-ME CHECK includes the following devices:
Medical devices selected by the Client from among the following: blood pressure monitor, thermometer, scale, pulse oximeter, ECG, and blood glucose meter. This list is not exhaustive.
If subscribed to: a data transmission device, selected from among the following: Famoco, Zebra, Visio Check, or another Android device.
Service: refers to the Care-me Check service provided to the Customer.
The technical description of the Equipment is available from Telegrafik.
Unless otherwise expressly agreed by the Parties, the Equipment sold by TELEGRAFIK requires an internet connection to operate.
Parties: refers to TELEGRAFIK and the Customer.
User: refers to a person who uses the Equipment (resident or staff member)

Article 4 - ENTRY INTO FORCE
These General Terms and Conditions take effect on the date the Customer signs TELEGRAFIK's commercial proposal or quote, or, if applicable, upon issuance of the Customer's purchase order. In the event of a conflict between these two dates, the earlier date shall prevail. The General Terms and Conditions are entered into for the period necessary to fulfill their purpose.

Article 5 - ACCEPTANCE OF THE TERMS AND CONDITIONS
Any order for Equipment and Services placed by the Customer and/or the Customer's signature on TELEGRAFIK's commercial proposal or quote constitutes automatic and unconditional acceptance of these General Terms and Conditions of Sale, notwithstanding any contrary provision that may appear in the Customer's general terms and conditions of purchase, which shall not apply. Unless TELEGRAFIK has given its prior written consent, any conflicting terms and conditions imposed by the Customer shall be unenforceable.

Article 6 – USE AND SECURITY OF EQUIPMENT
The equipment supplied by TELEGRAFIK must be installed by TELEGRAFIK or a subcontractor, and its use is the responsibility of the Customer.

Article 7 - FINANCIAL TERMS
Invoices will be sent to the institution that signed the order, in accordance with the schedule specified in the financial terms and conditions.

7.1 Sale Price of the Equipment: The sale price, listed exclusive of tax and in euros, includes the Equipment, delivery, on-site installation by TELEGRAFIK personnel or an authorized service provider, and commissioning.
7.2 Prices for maintenance services: The price for maintenance services is listed in euros, excluding tax, and is billed as an annual fee.
7.3 Billing and Payment: TELEGRAFIK invoices are payable upon receipt, unless otherwise specified in the sales proposal and on the invoice. Any amount due and unpaid within 15 (fifteen) calendar days from the due date shall, following a prior written demand from TELEGRAFIK, incur late payment interest at a rate equal to three (3) times the applicable statutory interest rate, effective from the day following the due date indicated on the invoice.
For invoices relating to services, and in the event of a payment delay exceeding 30 (thirty) calendar days, TELEGRAFIK shall be entitled to suspend the services covered by the unpaid invoices simply by sending a registered letter with acknowledgment of receipt.
Within 15 (fifteen) days of the mailing of the letter notifying the suspension of services, and if the Customer has still not made the requested payment, these general terms and conditions and the services associated therewith may be terminated automatically by TELEGRAFIK, without prejudice to any damages that TELEGRAFIK may claim.
Under no circumstances may the Customer use a claim, of any nature whatsoever, as grounds to defer, in whole or in part, payment of the price, or to seek set-off.
Invoices issued to the government, local authorities, and/or their public institutions are payable in accordance with the terms set forth in the Public Procurement Code, including its provisions regarding late payment interest, which is automatically due—without the need for any formal notice—in the event of failure to pay within the specified time limit.
Annual adjustment of service fees:
La revalorisation des tarifs de prestations liées à des redevances annuelles est effectuée suivant la formule : P1 = P0 x S1 /S0
• P1 refers to the revised price for the new year
• P0 refers to the price in effect on the revision date
• S1 refers to the most recent SYNTEC index published prior to the implementation of the revision
S0 refers to the most recent SYNTEC index known as of the date of execution of this Agreement
However, the price revision shall under no circumstances result in a reduction of the service price compared to the rate in effect during the previous period.
Article 8 - PROTECTION OF PERSONAL DATA
Each Party undertakes to process personal data, as defined in Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR"), within the framework of the execution of the Contract in accordance with the regulations relating to personal data protection, including (i) the GDPR, (ii) the French legislative and regulatory provisions relating to the processing of personal data, in particular those arising from Law No. 78-17 of 6 January 1978 on information technology, data files and civil liberties, as amended, and (iii) Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector.

In this regard, it is specified that Telegrafik acts as:

- a **data processor** of the Client regarding the processing of personal data transmitted by the Client for the purpose of providing the Services. In this context, these data are processed in accordance with the Client's instructions within the framework of the GDPR annex to the Contract.
- a **data controller** for the processing of personal data of the Client's employees in charge of managing the Contract. In this context, the processing methods implemented by Telegrafik are described upon the Client's request, and the Client undertakes to communicate them, if necessary, to the data subjects in order to keep them informed of these processing methods.

It is specified that:
- the Telegrafik Platform is hosted by BtBlue, a French healthcare data hosting provider,
- the data collected under this agreement is anonymized 6 months after the end of the service for each Beneficiary, or earlier upon request.

It is the Client's responsibility to provide information to the individuals affected by the processing operations at the time the data is collected.
Article 9 - FORCE MAJEURE

Cases of force majeure are defined in accordance with French case law. Initially, events of force majeure will fully or partially suspend the performance of the Parties' obligations as set forth in these general terms and conditions. If events of force majeure last for more than 2 (two) business months, the Parties may terminate these general terms and conditions by sending a letter via certified mail with return receipt requested, unless otherwise agreed by the Parties.

Article 10 - STAFF

TELEGRAFIK shall, under all circumstances, retain its status as the employer of its personnel working at the Client's facility in connection with the commissioning or maintenance of the equipment. TELEGRAFIK's personnel will therefore remain, under all circumstances, under TELEGRAFIK's administrative and managerial control. Consequently, TELEGRAFIK is responsible for the administrative, accounting, and labor-related management, as well as the discipline and safety, of its employees working on the Client's premises in connection with the performance of its services.

Article 11 - DOCUMENTATION

TELEGRAFIK grants the Customer a non-exclusive and non-transferable right to use the CARE-ME CHECK documentation (including, but not limited to, training materials and any other documentation related to the Equipment) provided to the Customer, for the duration of the statutory copyright protection, worldwide, and solely for the purpose of using the Equipment.

Article 12 - PRIVACY

The Parties agree to maintain complete confidentiality regarding the provisions of these general terms and conditions.

Article 13 - LEGAL NOTICES

The Parties agree to obtain the legal, regulatory, and administrative authorizations necessary for the implementation of these general terms and conditions.

Article 14 - GOOD FAITH

The Parties agree to cooperate and fulfill their obligations in good faith so that TELEGRAFIK may fulfill its obligations under the best possible conditions.

Article 15 - IN FULL

These general terms and conditions set forth the parties' entire obligations with respect to their subject matter. These general terms and conditions may be amended only by means of an amendment signed by the parties.

Article 16 - NULLITY

If one or more provisions of these general terms and conditions are deemed invalid or declared as such pursuant to a law or regulation, or as a result of a final and binding decision by a competent court, the remaining provisions shall remain in full force and effect.

Article 17 - APPLICABLE LAW

These Terms and Conditions are governed by French law, regardless of where the order is placed, where the goods are delivered, or where they are used.

Article 18 - COURT

In the event of a dispute, and after an attempt to reach an amicable settlement, express jurisdiction is conferred upon the competent courts of Toulouse, notwithstanding multiple defendants or third-party claims, even in the case of emergency proceedings or provisional measures sought through summary proceedings or by petition.

B – SALE OF HARDWARE AND SOFTWARE

Equipment sold or leased by TELEGRAFIK is delivered by TELEGRAFIK. TELEGRAFIK grants the Customer a non-transferable and non-exclusive right to use the software associated with the Equipment, solely for the Customer's needs, for the duration of the statutory copyright protection period, at no additional cost to the Customer. These general terms and conditions do not include the right to use the software associated with the Equipment independently of the use of said Equipment.

Article 19 - EQUIPMENT DELIVERY TIMES

Delivery times for the Equipment are provided for informational purposes only, and any delays in delivery by TELEGRAFIK do not entitle the Customer to cancel the sale, refuse the Equipment or the Service, or claim damages.

Unless another delivery date is expressly agreed upon by the parties, the Equipment must be delivered no later than 60 (sixty) days from the date the sales proposal is signed or the Customer's purchase order is issued. In the event of a conflict between these two dates, the earlier date shall apply.

Delivery is completed with a delivery receipt signed by the Customer.

Article 20 - COMMISSIONING OF EQUIPMENT

TELEGRAFIK delivers the equipment to the customer, who then checks that it is working properly.

Article 21 - GUARANTEE OF CONFORMITY

TELEGRAFIK undertakes to deliver the Equipment in accordance with its documentation, current French law, and the standards applicable in France. TELEGRAFIK guarantees the repair and/or replacement of any defective products or parts thereof within a period of two years following the date of delivery. Except as expressly set forth herein, TELEGRAFIK makes no other express or implied warranties, promises, or obligations regarding the Products. No warranty is given as to the results that may be obtained from the Products.

TELEGRAFIK does not warrant any failures of the Equipment resulting from use that does not comply with its documentation or TELEGRAFIK's recommendations.

Article 22 - LIABILITY

The contractual obligations imposed on TELEGRAFIK are obligations of means. TELEGRAFIK's liability shall be limited to the amount (excluding tax) of the Hardware and software if TELEGRAFIK has invoiced the Customer for them.

TELEGRAFIK shall not be held liable for the Client's actions or for any direct or indirect consequences, of any kind, resulting from an action by the Client that may have caused damage to the Hardware or to the software embedded in the Hardware.

TELEGRAFIK shall not be held liable for any direct or indirect damages suffered by the Customer, particularly in the event of the following occurrences: failure or interruption of the telecommunications network, regardless of the cause; failure or interruption of the electrical power grid, regardless of the cause; disconnection, failure, or interruption—regardless of the reason or cause—of the Equipment's connectivity; intentional or unintentional damage to the Equipment; computer hacking; use of the Equipment that does not comply with its documentation or TELEGRAFIK's recommendations; any event of force majeure as defined by French courts.

By express agreement, the parties agree that TELEGRAFIK shall be liable only for direct damages resulting from a fault exclusively attributable to it. Under no circumstances shall TELEGRAFIK be liable for indirect damages. Indirect damages include, in particular, any financial loss, damage to brand reputation, or loss of customers.

Any damage to the Equipment shall be repaired at the Customer's sole expense, based on a previously accepted estimate.

The Parties agree that the liability cap set forth in this section is not nominal and that it has been assessed in light of the overall balance of the agreement.

Article 23 - RETENTION OF TITLE – TRANSFER OF RISK

TELEGRAFIK retains full ownership of the Equipment until full payment of the price, including principal and incidental charges, has been made. The transfer of risk for the Equipment to the Customer takes effect upon signature of the delivery note.

The presentation of bills of exchange or other instruments creating an obligation to pay shall not release the Customer from liability until full payment of the principal and incidental charges has been made. Any delivered Equipment shall be considered on consignment, with the Customer solely bearing all risks that it may incur or cause, for any reason whatsoever.

In the event of the Customer's receivership or judicial liquidation, Equipment that has not been paid for in full may be reclaimed by TELEGRAFIK in accordance with the provisions of the Commercial Code.

Article 24 – CANCELLATION

In the event that one of the Parties fails to fulfill its obligations and such failure is not remedied within 30 (thirty) days of the date of the registered letter with acknowledgment of receipt sent by the other Party notifying the Party of the breaches, the other Party may terminate these General Terms and Conditions and the related services as of right, subject to any and all damages to which it may be entitled. Termination of the services does not entail rescission of the sale of the Equipment. However, rescission of the sale of the Equipment entails automatic termination, without prior notice, of the maintenance services.

C – SERVICES PROVIDED

Article 25 - OBJECT

These general terms and conditions are intended to define the terms and conditions of the service and maintenance contract for the Equipment provided by TELEGRAFIK.

Article 26 - TERM - EFFECTIVE DATE

In the case of an initial contract that includes maintenance services, the contract takes effect on the date the delivery receipt is signed, for a term of 1 (one) year, and is automatically renewable for successive periods of equal duration, unless terminated by either Party by registered letter with acknowledgment of receipt at least 3 (three) months before the end of the current term.

Article 27 - TERMS OF THE MAINTENANCE SERVICE

Signing up for the Maintenance Contract (by signing the sales proposal or quote that includes this service) requires the Customer to designate a contact person (e.g., a technical representative) for TELEGRAFIK.

TELEGRAFIK's Obligations. TELEGRAFIK provides the Customer with a remote maintenance service via email and telephone support from 9:00 a.m. to 6:00 p.m., Monday through Friday (excluding holidays). The maintenance included in the sales proposal or quote does not cover any on-site service calls (which are handled directly by the Customer or offered by TELEGRAFIK at an additional cost, as specified in a quote).

Client's Obligations. The Client agrees to maintain all Equipment and related equipment necessary for the proper functioning of said Equipment in good working order (including, but not limited to, power supply, humidity, temperature, dust, and vibrations).

Exclusion. The following are excluded from the maintenance service: any issues and resulting damage caused by: components or parts ordered by the Customer from a third party and that have been integrated into or added to the Equipment by the Customer or a third party; components or parts that are not part of the Equipment but are related to, connected to, or interoperable with it; Equipment modified or damaged by the Customer or a third party; any intervention and, more generally, any use of the Equipment by the Customer that does not comply with TELEGRAFIK's documentation and/or recommendations. All services not covered by this warranty will be billed at the current rates for travel expenses, labor, and replacement parts, based on a quote previously accepted by the Customer.

Implementation of the Maintenance Service

Phone or email support: TELEGRAFIK is available on business days from 9:00 a.m. to 6:00 p.m. The hotline number is 05 82 95 50 52, and the support email address is support@telegrafik.eu.

In the event of a minor issue, the Provider agrees to contact the facility within 4 business days to resolve the issue over the phone. If the issue is not resolved, the Provider agrees to provide a resolution within a maximum of one month.

In the event of a major, system-blocking issue: The Supplier agrees to provide the facility with a fix via remote support within 2 business days. If the issue is not resolved, the Supplier agrees to propose a fix within a maximum of two weeks.

The Customer may request that TELEGRAFIK perform on-site service based on a quote.

VII. EASYCALL Terms and Conditions

A - General Information

Article 1 - PURPOSE :

These terms aim to define the terms and conditions for the sale, delivery, installation, and commissioning of the Easycall Service, as well as the conditions of the service and maintenance contract if subscribed to by the Customer.

Article 2 - CONTRACTUAL DOCUMENTS :

The contractual documents are, in descending order of priority:

these general terms and conditions of sale;
TELEGRAFIK's commercial proposal and its appendices;
where applicable, the purchase order signed by the Customer, constituting acceptance.

In the event of a conflict of interpretation between these documents, the higher-ranking document shall prevail.

Article 3 - DEFINITIONS :

Customer: designates the entity signing TELEGRAFIK's commercial proposal.

Facility: buildings or premises in which the Equipment is delivered, installed, and commissioned by TELEGRAFIK.

Incident: a reproducible phenomenon preventing the Equipment from operating in accordance with its documentation, generated by a malfunction or a bug.

Equipment: EASYCALL which includes the following devices: call buttons (Smile ID or Alzheimer Button or Vibby), TREX, relay beacons (REPO +), location beacons (D-POS2), antennas (D-POS), server, NPU for programming and other accessories (pull cords, control receivers...): refer to the quote for the exact equipment ordered and installed.

Service: designates the Easycall service provided to the Customer.

The technical description of the Equipment is available from Telegrafik.

It is specified that the Equipment comes from Telegrafik's partner supplier LEGRAND CARE, with Telegrafik holding the distribution rights for the French territory.

Unless otherwise expressly provided by the Parties, the Equipment sold by TELEGRAFIK operates with the following elements, which the Customer must acquire at their own expense prior to installation:

mains connections (220 V sockets for each Repo+ and DPOS)
A PC with Windows 11

Parties: designates TELEGRAFIK and the Customer.

User: designates a person who makes use of the Equipment (resident or staff).

Article 4 - ENTRY INTO FORCE

These general terms and conditions enter into force on the date the Customer signs TELEGRAFIK's commercial proposal or quote, or where applicable, upon the issuance of the Customer's purchase order. In the event of a conflict between these two dates, the earliest date will be taken into account. The general terms and conditions are concluded for a duration necessary to fulfill their purpose.

Article 5 - ACCEPTANCE OF GENERAL TERMS AND CONDITIONS

Any order of Equipment and services by the Customer and/or signature by the Customer of TELEGRAFIK's commercial proposal or quote implies full and unconditional adherence to these general terms and conditions of sale, notwithstanding any contrary stipulation that might appear in the Customer's general conditions of purchase, which are inapplicable. Failing prior written acceptance by TELEGRAFIK, any contrary condition posed by the Customer will be unenforceable.

Article 6 – USE AND SECURING OF THE EQUIPMENT

The Equipment provided by TELEGRAFIK must be installed by TELEGRAFIK or a subcontractor, and its use is under the Customer's responsibility. Notably, the Customer is responsible for determining which residents are equipped with the call button and which staff members possess the TREX (alert reception pagers).

Article 7 - FINANCIAL CONDITIONS

Invoices will be sent to the facility signing the order and according to the schedule specified in the financial conditions.

7.1 Equipment Sales Price: the sales price, indicated excluding taxes (HT) and in euros, includes the Equipment, delivery, on-site installation by TELEGRAFIK personnel or any approved service provider, and its commissioning.

7.2 Price of maintenance services : the price of maintenance services is indicated excluding taxes (HT) and in euros, and is billed in the form of annual fees.

7.3 Facturation et paiement : TELEGRAFIK invoices are payable upon receipt, unless otherwise stated in the commercial proposal and on the invoice. Any sum due and unpaid within 15 (fifteen) calendar days from the due date shall result, following a prior written claim from TELEGRAFIK, in the payment of late interest based on a rate equal to three (3) times the legal interest rate in force, starting from the day following the due date on the invoice. For invoices relating to the provision of services, and in the event of a payment delay exceeding 30 (thirty) calendar days, TELEGRAFIK shall have the right to suspend the services subject to the unpaid invoices simply by sending a registered letter with acknowledgment of receipt. Within 15 (fifteen) days following the sending of the letter notifying the suspension of services, if the Customer has still not made the requested payment, these general terms and conditions and the associated services may be automatically terminated by TELEGRAFIK, without prejudice to any damages that TELEGRAFIK may claim. Under no circumstances may the Customer use a claim of any nature whatsoever as grounds to defer payment of the price, in whole or in part, or to operate a set-off. Invoices addressed to the State, local authorities, and/or their public establishments are payable according to the terms provided by the Public Procurement Code, including its provisions relating to default interest, automatically due without the need for any formal notice, in the event of failure to pay within the set timeframe.

Annual revaluation of services:

The revaluation of service rates linked to annual fees is carried out using the formula: P1 = P0 x S1 /S0

• P1 designates the revised price for the new year
• P0 designates the current price on the revision date
• S1 designates the latest SYNTEC index published before the revision is applied

S0 designates the last known SYNTEC index on the date these conditions are signed

However, the price revision shall under no circumstances result in a reduction of the service price compared to the rate in effect during the previous period.

Article 8 - PROTECTION OF PERSONAL DATA

Each Party undertakes to process personal data, as defined in Regulation (EU) 2016/679 of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR"), within the framework of the execution of the Contract in accordance with the regulations regarding the protection of personal data, including (i) the GDPR, (ii) French legislative and regulatory provisions relating to the processing of personal data, in particular those arising from Law No. 78-17 of January 6, 1978, on Information Technology, Data Files, and Civil Liberties, as amended, and (iii) Directive 2002/58/EC of the European Parliament and of the Council concerning the processing of personal data and the protection of privacy in the electronic communications sector, of July 12, 2002.

In this regard, it is specified that Telegrafik acts as:

- a data processor for the Customer regarding the processing of personal data transmitted by the Customer for the purpose of providing the Services. In this context, these data are processed in accordance with the Customer's instructions under the GDPR appendix of the Contract.
- a data controller for the processing of personal data of the Customer's employees in charge of managing the Contract. In this context, the processing methods implemented by Telegrafik are described upon the Customer's request, and the Customer undertakes to communicate them, if necessary, to the data subjects to keep them informed of these processing methods.

Article 9 - FORCE MAJEURE

Cases of force majeure are defined in accordance with French case law. Initially, cases of force majeure will totally or partially suspend the execution of the Parties' obligations defined in these general conditions. If the force majeure events last longer than 2 (two) working months, the Parties may terminate these general conditions by sending a registered letter with acknowledgment of receipt, unless the Parties agree otherwise.

Article 10 - PERSONNEL

TELEGRAFIK retains, under all circumstances, its status as the employer of its personnel intervening in the Customer's facility, within the framework of the execution of commissioning or maintenance. TELEGRAFIK's personnel will therefore remain, under all circumstances, under its administrative and hierarchical control. Consequently, TELEGRAFIK ensures the administrative, accounting, and social management, discipline, and safety of its employees intervening in the execution of its services.

Article 11 - DOCUMENTATION

TELEGRAFIK grants the Customer a non-exclusive, non-transferable right to use the EASYCALL documentation (including training materials or any documentation associated with the Equipment) provided to the Customer, for the legal duration of copyright protection, worldwide, and solely for the needs of using the Equipment.

Article 12 - CONFIDENTIALITY

The Parties commit to total confidentiality regarding the provisions of these general terms and conditions.

Article 13 - LEGAL AUTHORIZATIONS

The Parties undertake to obtain the legal, regulatory, and administrative authorizations necessary for the application of these general terms and conditions.

Article 14 - GOOD FAITH

The Parties agree to collaborate and execute their obligations in perfect good faith so that TELEGRAFIK can perform its obligations under the best conditions.

Article 15 - ENTIRE AGREEMENT

These general terms and conditions express the entire obligations of the parties regarding their subject matter. These general conditions may only be modified by an amendment signed by the parties. .

Article 16 - SEVERABILITY

If one or more stipulations of these general conditions are held to be invalid or declared as such pursuant to a law, regulation, or following a final decision by a competent court, the other stipulations will retain their full force and scope.

Article 17 - APPLICABLE LAW

The general conditions are governed by French law, regardless of the place of order signature, delivery, or use.

Article 18 - JURISDICTION

In the event of a dispute, and after an attempt to seek an amicable conciliation, express jurisdiction is attributed to the competent courts of Toulouse, notwithstanding multiple defendants or introduction of third parties, even for emergency proceedings, preventive proceedings in summary judgment, or by petition.

B – SALE OF EQUIPMENT AND SOFTWARE

The Equipment sold or leased by TELEGRAFIK is delivered, installed, and commissioned by TELEGRAFIK. TELEGRAFIK grants the Customer a non-transferable, non-exclusive right to use the software associated with the Equipment solely for the Customer's needs, on its premises, for the legal duration of copyright protection, at no additional cost to the Customer. These general conditions do not include the right to use the software associated with the Equipment independently of the use of said Equipment.

Article 19 - EQUIPMENT DELIVERY TIMES

The delivery times for the Equipment are given as an indication, and any delays in delivery or installation by TELEGRAFIK or its partners do not entitle the Customer to cancel the sale, refuse the Equipment or its installation, or claim damages. Unless another delivery date is expressly agreed upon between the parties, the delivery of the Equipment must take place within a maximum of 60 (sixty) days from the date the commercial proposal is signed or the Customer's purchase order is issued. In the event of a conflict between these two dates, the earliest date will be taken into account. The Customer undertakes to provide access to the premises and rooms where the Equipment is intended to be installed to the delivery services and installers approved by TELEGRAFIK, between 8:00 AM and 8:00 PM, subject to an intervention notice announced at least 24 (twenty-four) hours in advance. The delivery is completed by a delivery note signed by the Customer.

Article 20 - INSTALLATION AND COMMISSIONING OF THE EQUIPMENT

TELEGRAFIK delivers, installs, and commissions the Equipment at the Customer's site, and checks its operation. Following the installation, the Customer will sign the report certifying the installation and commissioning of the Equipment. This signature will trigger the enforceability of the remaining payment due or the start of the rental period. .

Article 21 - WARRANTY OF CONFORMITY

TELEGRAFIK commits to delivering Equipment that complies with its documentation, current French legislation, and applicable standards in France. The supplier guarantees the repair and/or replacement of any defective products or parts thereof for a period of two years following the delivery date. Except as expressly stated herein, the Supplier makes no other express or implied warranty, promise, or obligation regarding the Products. No warranty is given as to the results that may be obtained by the Products. TELEGRAFIK does not guarantee Equipment failures that are due to use not in accordance with its documentation or TELEGRAFIK's recommendations.

Article 22 - LIABILITY

The contractual obligations borne by TELEGRAFIK are obligations of means. TELEGRAFIK's liability will be limited to the pre-tax amount of the Equipment and software if they have been billed to the Customer by TELEGRAFIK. TELEGRAFIK cannot be held liable for the Customer's actions or the direct or indirect consequences, whatever they may be, of an action by the Customer that damages the Equipment or the software embedded in the Equipment. TELEGRAFIK cannot be held responsible for direct or indirect damages suffered by the Customer, particularly in the event of the occurrence of the following events: failure or interruption of the telecommunications network, whatever the cause; electrical network failure or interruption, whatever the cause; disconnection, failure, or interruption, for whatever reason or cause, of the Equipment's connections; intentional or unintentional damage to the Equipment; computer hacking; use of the Equipment not in accordance with its documentation or TELEGRAFIK's recommendations; any event of force majeure as defined by French courts. By express agreement, the parties agree that TELEGRAFIK's liability can only be engaged for direct damages resulting from a fault exclusively attributable to it. Under no circumstances may TELEGRAFIK be liable for indirect damages. Any financial, brand image, or Customer loss is considered indirect damage. Any damage to the Equipment will be repaired at the exclusive expense of the Customer, based on an estimate previously accepted. The Parties agree that the liability cap in this article is not derisory and has been evaluated in relation to the general balance of the agreement.

Article 23 - RETENTION OF TITLE – TRANSFER OF RISKS

TELEGRAFIK retains full ownership of the Equipment until complete payment of the price, both principal and accessories. The transfer of risks of the Equipment to the Customer takes effect upon the signature of the delivery note. The submission of drafts, or other instruments creating an obligation to pay, does not release the Customer until complete payment of principal and accessories. All delivered Equipment will be considered consigned on deposit, with the Customer bearing alone the entirety of the risks it might suffer or cause, for whatever reason. In the event of the Customer's receivership or judicial liquidation, Equipment that is not fully paid for may be reclaimed by TELEGRAFIK pursuant to the provisions of the Commercial Code.

Article 24 – TERMINATION

In the event of a breach by one of the Parties of its obligations, not remedied within 30 (thirty) days from the registered letter with acknowledgment of receipt notifying the breaches, sent by the other Party, the latter may pronounce the automatic termination of these general conditions and the related services, subject to any damages it might claim. The termination of services does not entail the cancellation of the Equipment sale. Conversely, the cancellation of the Equipment sale automatically entails the termination, without prior formal notice, of the maintenance services.

C – PROVISION OF SERVICES

Article 25 - PURPOSE

These general conditions aim to define the terms and conditions of the Equipment service and maintenance contract performed by TELEGRAFIK.

Article 26 - DURATION - ENTRY INTO FORCE

In the case of an initial contract including the maintenance service, it takes effect on the day the installation report is signed, for a duration of 1 (one) year, and is renewable by tacit agreement for equal periods, unless terminated by either Party by registered letter with acknowledgment of receipt at least 3 (three) months before the end of the current period. In the case of a subscription at a date subsequent to the commissioning date, it takes effect on the date the quote is signed, for a duration of 1 (one) year, and is renewable by tacit agreement for equal periods, unless terminated by either Party by registered letter with acknowledgment of receipt at least 3 (three) months before the end of the current period.

Article 27 - CONDITIONS OF THE MAINTENANCE SERVICE

Subscribing to the local Maintenance Contract (via the signing of the commercial proposal or quote incorporating this service) strictly requires the Customer to provide a contact person (e.g., technical agent) to TELEGRAFIK.

Obligations of TELEGRAFIK. TELEGRAFIK provides the customer with a remote maintenance service via email and telephone support from 9:00 AM to 6:00 PM, Monday to Friday (excluding public holidays). The maintenance included in the commercial proposal or quote does not include possible on-site interventions (managed directly by the Customer or proposed as an extra by TELEGRAFIK based on a quote).

Obligations of the Customer. The Customer undertakes to maintain in good working order all Equipment and related devices enabling the proper functioning of said Equipment (including, but not limited to, power supply, hygrometry, temperature, dust, and vibrations).

Exclusion. Excluded from the maintenance service are all difficulties and resulting damages caused by: elements or parts ordered by the Customer from a third party and that have been integrated or added to the Equipment by the Customer or by a third party; elements or parts not belonging to the Equipment but interacting/connecting/interoperating with it; Equipment modified or damaged by the Customer or a third party; intervention, and more generally, use of the Equipment by the Customer not in accordance with the documentation and/or TELEGRAFIK's recommendations. All non-covered interventions will be billed at the current rate for travel, labor, and spare parts in case of replacement, based on an estimate previously accepted by the Customer.

Mise en œuvre du service de maintenance
Telephone or email support: TELEGRAFIK can be reached on business days, from 9:00 AM to 6:00 PM. The Hotline number is 05 82 95 50 52, and the support email address is support@telegrafik.eu.
In the event of a minor anomaly, the Supplier commits to contacting the facility within 4 business days to provide a correction by phone. If the anomaly is not resolved, the Supplier commits to proposing a correction within a maximum of one month.
n the event of a **major and blocking anomaly:** The Supplier commits to providing the facility with a correction within 2 business days via remote maintenance. For any anomaly requiring a physical on-site intervention, the Customer will be responsible for this service. The Customer may call upon TELEGRAFIK for on-site intervention based on a quote. If a maintenance contract offering additional services to those described above is subscribed to, the conditions of the Maintenance Contract prevail, and the Customer benefits from an enhanced maintenance service.

VIII. Otono-me CRT Terms and Conditions

PREAMBULE
These General Terms and Conditions for the provision of the service aim to define the terms and conditions for providing the Otono-me Pack and its options. For this service, the CRT (Territorial Resource Center) calls upon TELEGRAFIK, a simplified joint-stock company (SAS) registered with the Toulouse Trade and Companies Register under number 795378629, with its registered office located at 15 chemin de la Crabe, 31300 Toulouse, France (the "Service Provider").

The Service Provider is a company that has developed a sensor data analysis platform aimed at protecting frail individuals living alone at home and informing their relatives and professional caregivers.
ARTICLE 1 – CONTRACTUAL DOCUMENTS
The contractual documents are, in descending order of priority:
● These general terms and conditions of sale;
● TELEGRAFIK's commercial proposal and its appendices;
● lWhere applicable, the purchase order signed by the Customer, constituting acceptance. .
In the event of a conflict of interpretation between these documents, the higher-ranking document shall prevail.
ARTICLE 2 – DÉFINITIONS
Unless otherwise specified, the following terms have the meaning given to them in this article:
« Application » : Monitoring tool made available to authorized Relatives.
« Professional Customer » :The Service Provider's client entity in charge of the CRT system. Provides a global home-care service to the Beneficiaries.
« **Service** » : The Otono-me Pack and its options selected according to the Beneficiary's needs and with their consent.
« **Risky Situation** » : Automatic detection by the artificial intelligence software developed by Telegrafik of behavior that is unusual compared to the Beneficiary's life habits.
« **Equipment** » : Sensors making up the Packs and options.
« **Beneficiary** » The natural person receiving the Service and/or their legal representative.
« **Relatives** » :Trusted individuals from the solidarity network who will be contacted by the monitoring center in case of suspected risks.
« **Service Provider** » : Provider of the connected family monitoring service; service provider to the Professional Customer.
ARTICLE 3 - ENTRY INTO FORCE
These general terms and conditions enter into force on the date the Customer signs TELEGRAFIK's commercial proposal or quote, or, where applicable, upon the issuance of the Customer's purchase order. In the event of a conflict between these two dates, the earliest date will be taken into account. The general terms and conditions are concluded for a duration necessary to fulfill their purpose.
ARTICLE 4 – ACCEPTANCE OF GENERAL TERMS AND CONDITIONS
Any order of Equipment and services by the Customer and/or signature by the Customer of TELEGRAFIK's commercial proposal or quote implies full and unconditional adherence to these general terms and conditions of sale, notwithstanding any contrary stipulation that might appear in the Customer's general conditions of purchase, which are inapplicable. Failing prior written acceptance by TELEGRAFIK, any contrary condition posed by the Customer will be unenforceable.
ARTICLE 5 – DESCRIPTION OF SERVICES
5.1 Service Overview
The services described below are guaranteed in metropolitan France. The Professional Customer transmits the Beneficiary's information to the Service Provider to activate the Service. The Service relies on various sensors installed at the Beneficiary's home or entrusted to them. Technically, data from these sensors is collected by the Equipment supplier (Withings for the bed sensor, Weenect for the GPS, and Intervox for the others). This data is then securely transmitted to Telegrafik, which processes it for the purposes of the Otono-me Pack. In the event of a pendant press, the detection of an abnormal situation via actimetry, or any other type of alert depending on the installed Equipment, the Service sends an alert to the monitoring center.
5.2 Service Operation
The Service Provider delivers a 24/7 service consisting of detecting several types of abnormal activities (activity anomalies, heavy fall detection, abnormal bed exits, GPS SOS), in addition to pendant presses, depending on the Otono-me Pack and installed options. The Service Provider continuously leverages data from the Equipment installed at the Beneficiary's home as soon as its installation is validated. For actimetry, after a one-month period of Service use by the Beneficiary, the recorded and processed activity data makes it possible to define life habits. A situation is defined as abnormal when there is a significant disruption or delay in behavior compared to the Beneficiary's habits. An alert is then sent to the professional assistance center within a timeframe that can range from 30 minutes to several hours, it being understood that the Actimetry service does not detect certain types of activity anomalies. The transmission of any alert to the center triggers a call from the center to the Beneficiary via the Intercom (Novo system). After contacting the Beneficiary, the center can either perform alarm verification if the Beneficiary is well, or if not, successively contact the local support network mentioned on the Information Sheet integrated into the contract, and then the emergency services. If the Beneficiary does not answer the intercom call, the center will first contact the local support network, and in the absence of an answer, the emergency services.
5.3 Access to the Service
The connected Service does not operate in real-time but with a delay of 5 to 15 minutes depending on the Equipment. Access to the connected Service may be suspended at any time and without notice, notably due to breakdowns, failures, or paralysis of the network, system, and/or communication means, as well as due to maintenance and corrective interventions made necessary for the updating and proper functioning of the connected Service. The CRT will inform the Beneficiary of any service interruption as soon as possible. The Service Provider performs regular backups of its data and programs to prevent any risk of damage or loss in the event of a software platform malfunction.
5.4 Implementation of the Maintenance Service
Telephone or email support: TELEGRAFIK can be reached on business days, from 9:00 AM to 6:00 PM. The Hotline number is 05 82 95 50 52, and the support email address is support@telegrafik.eu.
Minor anomaly: The Supplier commits to contacting the facility within 4 business days to provide a correction by phone. If the anomaly is not resolved, the Supplier commits to proposing a correction within a maximum of one month.
Major and blocking anomaly: The Supplier commits to providing the facility with a correction within 2 business days via remote maintenance. If the anomaly is not resolved, the Supplier commits to proposing a correction within a maximum of two weeks.
The Customer may call upon TELEGRAFIK for on-site intervention based on a quote.
5.5 Extranet
In parallel, the CRT team has access to an extranet that allows them to track the Beneficiary's activity, alerts, and weak signals (signs of frailty detected by the system).
5.6 Application
If the installed Equipment includes actimetry, the Service includes access to a free application (Android, iOS, and Web) allowing Relatives to track activity and view sent alerts. The data available on this application notably includes daily activity tracking, time spent in the rooms of the home, and exits from the home. Relatives can also customize SMS notifications and deactivate actimetry if they temporarily stay at the Beneficiary's home, so as not to distort the activity data recorded there. The application may undergo updates or maintenance operations making it temporarily unavailable: Relatives are responsible for ensuring they always have the latest Application update.
ARTICLE 6 – PROVISION OF EQUIPMENT
6.1 Provision of Equipment – Transfer of Liability
The Equipment is installed at the Beneficiary's home by the Service Provider accompanied by a member of the CRT team. The Equipment remains the property of Telegrafik and consists of the elements indicated in the installation form.
6.2 Conformity :
The Beneficiary is responsible for verifying the contents of said Equipment at the time of installation. This verification is deemed complete once the Beneficiary has signed the Installation Certificate.

6.3 Liability for the Equipment

The Beneficiary is responsible for any damage to the Equipment resulting from deterioration caused by abnormal use. As much as possible, the Beneficiary must take care not to trigger false alarms. They acknowledge having been informed that any breach of their obligations may limit or prevent the normal execution of the Service and exempt the Professional Customer or the Service Provider from any resulting liability. In the event of damage or service failure, the Beneficiary must inform the Professional Customer no later than ten clear days after the event occurs.

6.4 Installation and Maintenance

Installation and maintenance operations on the Equipment are carried out by the Service Provider or one of its trained professional partners, in the presence of a member of the CRT team. Subscription to the Service includes maintenance (e.g., battery replacement, re-attaching a fallen sensor, potential sensor replacement). It is the CRT's responsibility to carry out an initial check at the home to determine if the maintenance operation falls under TELEGRAFIK's services (e.g., an unplugged connected device is not a maintenance operation managed by TELEGRAFIK). The CRT team is released from any liability for maintenance operations that do not fall under TELEGRAFIK's services. To do this, however, they must have validated their intervention (e.g., plugging a sensor back in) with the TELEGRAFIK team and ensure it is effective (e.g., confirmation from TELEGRAFIK that the sensor works again after being plugged in).

6.5 Return of the Equipment

In the event of termination, an appointment will be made for the Service Provider and the CRT to retrieve the Equipment. The Equipment must under no circumstances be handled or removed by an outside person. The OTONO-ME Service will be deactivated once the uninstallation is completed and validated by the signing of an "Uninstallation Form".

ARTICLE 7 – LIABILITY

The Professional Customer and its Service Provider shall be discharged from any liability if the interruption or malfunction of services is due to:

- A breach of all or part of the obligations detailed herein and borne by the Beneficiary;
- Any damage or malfunction resulting from the Beneficiary's fault or a force majeure event;
- Unauthorized relocation of the transmitter or intentional/accidental disconnection from the electrical grid;
- Use of the entrusted Equipment not in accordance with the specifications herein, or any intentional degradation;
- Unreported unavailability of Relatives or their refusal to intervene following our request;
- Any issue involving private electrical power supply installations;
- Force majeure or an external cause reasonably preventing the execution of the service.

The following are also recognized as force majeure events:

- Malfunctions resulting from the Equipment being in electromagnetic fields disrupting data transmission or in covered locations disrupting data emission or reception; failure, breakdown, intentional or unintentional alteration, or degradation of the sensors, intentional or unintentional powering off likely to prevent operation;
- Legislative or regulatory modification or an order from an Authority impacting the service;
- Failure of the internet network or mobile phone network, or of the information chains used, whether these are linked to a failure of internet service providers, a failure of the equipment provided to the Beneficiary, or any of the elements located between this equipment and the servers used by the Service Provider to deliver the Services;
- Saturation, failure, or disruption of the permanent telephone line connection;
- Failure or disruption, for any reason whatsoever, of the private electrical supply or distribution installations at the Beneficiary's home, as well as a malfunction of public electricity distribution networks;
- Variations in the current of electrical or telephone lines, resulting in and/or causing interference of any kind, whether electrical, radioelectric, or electromagnetic.

The Professional Customer or its Service Provider cannot be held liable in any capacity whatsoever in the event of:

- The unavailability, delay, or refusal to intervene by members of the solidarity network or emergency services;
- Consequences of instructions communicated by the Beneficiary or members of the solidarity network following an alert;
- Failure in the transmission and display of data relating to the Beneficiary's activity tracking via the application.

Despite all the expertise mobilized by the Service Provider to design and maintain its intelligent system intended for delivering the OTONO-ME service, given the goal of generating only a minimum of false alerts, it is impossible to determine and process with certainty the occurrence of all activity anomalies. In the event an activity anomaly is not detected, the liability of the Service Provider or the Professional Customer can therefore, under no circumstances, be invoked.

Thus, the Professional Customer and the Service Provider are not bound by any obligation of result, and no liability can be incurred for, notably:

- The non-detection of an activity anomaly due to circumstances not exclusively attributable to the Professional Customer or the Service Provider;
- Difficulties or time taken to access the OTONO-ME service due to the Beneficiary's total or partial failure to comply with an obligation;
- Suspension of access to the OTONO-ME service due to maintenance and corrective interventions made necessary for the updating and proper functioning of the service;
- The content of the transmitted and processed information;
- Handling and/or interpretation errors;
- The exploitation of data and/or alerts produced by the OTONO-ME service by the Beneficiary;

In accordance with its obligation of means linked to the very nature of the Service, the Professional Customer and the Service Provider can only be held liable towards the Beneficiary in the event of a proven fault. The burden of proof of this fault lies with the Beneficiary. It is specified that the sensor installation protocol at a Beneficiary's home may require, for the proper functioning of the service, wall fastening systems such as screws and dowels, or double-sided tape: the Beneficiary acknowledges that removing the sensors may leave marks on the wall depending on the surface, such as a hole or torn paint/wallpaper, and is personally responsible for restoration after removal. The Professional Customer and the Service Provider cannot be held liable for these consequences of fastenings inherent to the installation process.

Limitations: The liability of the Professional Customer and its Service Provider, should it be engaged, regardless of the form of action or cause, shall not exceed, for all damages combined, the sum received by them for the provision of the Service to the Beneficiary. The Beneficiary waives any recourse against the Service Provider and its insurers beyond these amounts. Intangible or indirect damages, and non-consequential damages such as moral prejudice, are expressly excluded.

If the Beneficiary has a contractual relationship with a third party suffering a loss, the Beneficiary guarantees the Service Provider against the financial consequences of any liability claim by this third party beyond the aforementioned limits.

The Beneficiary has a period of one year from the generating event of a potential liability claim against the Service Provider to formulate a claim via registered letter with acknowledgment of receipt (LRAR). Beyond this one-year period, the claim is inadmissible, including in the event of a third-party claim.

Article 8 - FINANCIAL CONDITIONS

Invoices will be sent to the facility signing the order and according to the schedule specified in the financial conditions. TELEGRAFIK invoices are payable upon receipt, unless otherwise stated in the commercial proposal and on the invoice. Any sum due and unpaid within 15 (fifteen) calendar days from the due date shall result, following a prior written claim from TELEGRAFIK, in the payment of late interest based on a rate equal to three (3) times the legal interest rate in force, starting from the day following the due date on the invoice.

For invoices relating to the provision of services, and in the event of a payment delay exceeding 30 (thirty) calendar days, TELEGRAFIK shall have the right to suspend the services subject to the unpaid invoices simply by sending a registered letter with acknowledgment of receipt. Within 15 (fifteen) days following the sending of the letter notifying the suspension of services, if the Customer has still not made the requested payment, these general terms and conditions and the associated services may be automatically terminated by TELEGRAFIK, without prejudice to any damages that TELEGRAFIK may claim. Under no circumstances may the Customer use a claim of any nature whatsoever as grounds to defer payment of the price, in whole or in part, or to operate a set-off. Invoices addressed to the State, local authorities, and/or their public establishments are payable according to the terms provided by the Public Procurement Code, including its provisions relating to default interest, automatically due without the need for any formal notice, in the event of failure to pay within the set timeframe.

Annual revaluation of services:

The revaluation of service rates linked to annual fees is carried out using the formula: P1 = P0 x S1 /S0

- **P1** designates the revised price for the new year
- **P0** designates the current price on the revision date
-**S1** designates the latest SYNTEC index published before the revision is applied

S0 designates the last known SYNTEC index on the date these conditions are signed.

However, the price revision shall under no circumstances result in a reduction of the service price compared to the rate in effect during the previous period.

Article 9 - PROTECTION OF PERSONAL DATA

Each Party undertakes to process personal data, as defined in Regulation (EU) 2016/679 of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR"), within the framework of the execution of the Contract in accordance with the regulations regarding the protection of personal data, including (i) the GDPR, (ii) French legislative and regulatory provisions relating to the processing of personal data, in particular those arising from Law No. 78-17 of January 6, 1978, on Information Technology, Data Files, and Civil Liberties, as amended, and (iii) Directive 2002/58/EC of the European Parliament and of the Council concerning the processing of personal data and the protection of privacy in the electronic communications sector, of July 12, 2002.

In this regard, it is specified that Telegrafik acts as:

- A data processor for the Customer regarding the processing of personal data transmitted by the Customer for the purpose of providing the Services. In this context, these data are processed in accordance with the Customer's instructions under the GDPR appendix of the Contract.

- A data controller for the processing of personal data of the Customer's employees in charge of managing the Contract. In this context, the processing methods implemented by Telegrafik are described upon the Customer's request, and the Customer undertakes to communicate them, if necessary, to the data subjects to keep them informed of these processing methods.

It is specified that:

- The Telegrafik Platform is hosted by BtBlue, a French health data host;
- The data collected under this contract are anonymized 6 months after the end of the service for each Beneficiary, or earlier upon request.

It is the Customer's responsibility to provide information to the persons concerned by the processing operations at the time of data collection.

Article 10 - FORCE MAJEURE

Cases of force majeure are defined in accordance with French case law. Initially, cases of force majeure will totally or partially suspend the execution of the Parties' obligations defined in these general conditions. If the force majeure events last longer than 2 (two) working months, the Parties may terminate these general conditions by sending a registered letter with acknowledgment of receipt, unless the Parties agree otherwise.

Article 11 - PERSONNEL

TELEGRAFIK retains, under all circumstances, its status as the employer of its personnel intervening in the Customer's facility, within the framework of the execution of commissioning or maintenance. TELEGRAFIK's personnel will therefore remain, under all circumstances, under its administrative and hierarchical control. Consequently, TELEGRAFIK ensures the administrative, accounting, and social management, discipline, and safety of its employees intervening in the execution of its services.

Article 12 - DOCUMENTATION

TELEGRAFIK grants the Customer a non-exclusive, non-transferable right to use the Service documentation (including training materials or any documentation associated with the Equipment) provided to the Customer, for the legal duration of copyright protection, worldwide, and solely for the needs of using the Equipment.

Article 13 - CONFIDENTIALITY

The Parties commit to total confidentiality regarding the provisions of these general terms and conditions.

Article 14 - LEGAL AUTHORIZATIONS

The Parties undertake to obtain the legal, regulatory, and administrative authorizations necessary for the application of these general terms and conditions.

Article 15 - GOOD FAITH

The Parties agree to collaborate and execute their obligations in perfect good faith so that TELEGRAFIK can perform its obligations under the best conditions.

Article 16 - ENTIRE AGREEMENT

These general terms and conditions express the entire obligations of the parties regarding their subject matter. These general conditions may only be modified by an amendment signed by the parties.

Article 17 - SEVERABILITY

If one or more stipulations of these general conditions are held to be invalid or declared as such pursuant to a law, regulation, or following a final decision by a competent court, the other stipulations will retain their full force and scope.

Article 18 - APPLICABLE LAW

The general conditions are governed by French law, regardless of the place of order signature, delivery, or use.

Article 19 - JURISDICTION

In the event of a dispute, and after an attempt to seek an amicable conciliation, express jurisdiction is attributed to the competent courts of Toulouse, notwithstanding multiple defendants or introduction of third parties, even for emergency proceedings, preventive proceedings in summary judgment, or by petition.

ARTICLE 20 – INSURANCE

The Service Provider and the Professional Customer declare that they have taken out an insurance policy for an amount sufficient to cover their contractual civil liability towards all their Beneficiaries. For their part, the Beneficiary declares having taken out an insurance policy for a sufficient amount to cover their civil liability in the event of breakage or deterioration of the Equipment.

ARTICLE 21 – MISCELLANEOUS

This contract is of an *intuitu personae* (personal) nature; it benefits the Beneficiary designated by name in this Installation Form. These general terms and conditions of sale are subject to French legislation and interpreted according to French laws and case law. In the event of a disagreement over the terms of the contract, the parties will endeavor to resolve their dispute amicably. In the event of a potential dispute, and following the failure of any attempt at an amicable agreement, express jurisdiction is attributed to the Courts of Toulouse.