

CENTREON CLOUD SERVICES
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TERMS AND CONDITIONS

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INTRODUCTION

These terms and conditions (also referred as “**Terms**”) apply to the services offered by CENTREON to you, with whom CENTREON concludes an Agreement. If you register for a free trial (whether production or beta versions) of CENTREON’s Cloud Services, the applicable provisions of these Terms will also govern this free trial. By accessing or using CENTREON’s websites and services, you accept these Terms. If you are entering into or accepting these Terms on behalf of a legal entity, you represent and warrant that you have the right, authority and capacity to bind such entity and its Affiliates to these Terms, in which case, the term “**Customer**” shall refer to such entity and its Affiliates. If you do not have such authority, or if you do not agree to be bound by all of the provisions of these Terms, do not access or use CENTREON’s Cloud Services. The terms “**Customer**,” “**You**,” “**Your**” or a related capitalized term herein shall refer to such entity and its Affiliates.

The purpose of these Terms is to establish the terms and conditions under which the Customer may purchase and utilize CENTREON’s Cloud Services as described in an Order Form signed by You. These Terms, including all Order Forms and Exhibits constitute the entire Agreement between You and CENTREON with regard to the Cloud Services to be provided by CENTREON and supersede all prior agreements, understandings, statements, proposals and representations, whether written or oral, between the Parties. These Terms shall prevail over any purchasing conditions of the Customer. In the event of any inconsistency or conflict between these Terms and the Order Form, the Order Form shall prevail.

For your convenience, these Terms may be translated into French. If there is any contradiction between the English language version and the French language version (and any other version) of the Terms, the English language version shall prevail.

The titles of the Terms are for reference only and shall not affect the interpretation of the Terms.

DEFINITIONS

“**Administrator**” means the natural person, designated by the Customer in the Order Form, with the most extensive rights to manage the Application, create new User Accounts and set up the rights of Users.

“**Administration Interface**” means the software service, accessible on CENTREON's cloud infrastructure at an address communicated by email to the Customer, allowing the Administrator, by means of its ID and password created at the time of the order, to administer the Application and to create or delete User accounts, to manage the account of each User, etc. Most of the changes made via the Administration Interface are likely to modify the amount of the fee payable by the Customer, in accordance with the pricing conditions mentioned in the Order Form.

“**Affiliate**” means an entity that controls, is controlled by, or is under common control with a Party, where “control” means the direct or indirect ownership of more than 50% of the voting securities or other ownership interest of an entity. Affiliates of either Party may conduct business under these Terms by signing an Order Form.

“**Agreement**” means these Terms and the Order Form which are a sole contract.

“Application” means the CENTREON Cloud software package, developed by CENTREON and chosen by the Customer, at the time of the conclusion of the Agreement. The term "software package" means a computer program designed to be marketed to several users, offering them the same standard features. The Application is made available to the Customer by connecting to the Infrastructure via the Internet. The Application is described in the Documentation and in the Order Form, which identifies the software packages ordered by the Customer.

“Authentication” means the procedure allowing the User of the Application to provide and to confirm his identity by communicating his ID and password.

“CENTREON” means, means **Centreon Software Systems Canada**, a Limited company (LTD) registered in Vancouver, Canada under company number BC1158772 with its registered office at 240 Richmond Street, Toronto ON M5V 1V6, Canada.

“Cloud Services” means professional services, Applications and other services (such as maintenance and support) offered by CENTREON.

“Collector” means the software provided by CENTREON that the Customer installs on the Customer IT infrastructure according to CENTREON instructions.

“Customer” means the entity (that is not an individual) that is a party to these Terms.

“Customer Data” means any data, information or material that Customer provides or makes available in the course of using the Cloud Services.

“Documentation” means all information relating to the use of the Application, including a description of the functionalities of the Application and the list of prerequisites necessary for the use of the Application, as set out in the Order Form.

“Effective Date” means the earliest of (i) the date of the later signature of a Party hereto, (ii) the date Customer accepts these Terms (including by signing an Order Form) and (iii) the date Customer receives access to Cloud Services.

“Exceptions” means any of the following : (a) Customer's breach of this Agreement, a breach of an Order Form, or a breach of the Terms; (b) Customer's failure to properly configure and use the Application access service in accordance with the Documentation; (c) failures due to Customer's environment; (d) the occurrence of a force majeure event as defined further in the Agreement; (e) CENTREON's suspension of Users' access to the Application; or (f) maintenance period for which CENTREON provides notification by email or via support services as described in Article 3.

“ID” means a unique access code assigned to a User associated with a password, by means of which the User can authenticate to access the Application.

“Infrastructure” means the hosting infrastructure made available to the Customer and Users by CENTREON, on which the Application runs and on which the Customer's database is hosted, providing an online interactive electronic service in "SaaS" (Software as a Service) mode, accessible at the address provided by CENTREON.

“Products” has the meaning and unit of measure defined in the Order Form and the special conditions.

“**Fault**” means any anomaly in the operation of the Application, whether due to a programming defect or any other cause, including an error of use by the Customer or a damage.

“**Blocking Fault**” means any Fault as a result of which no functionality of the Application works.

“**Semi-blocking Fault**” means any Fault as a result of which only certain features of the Application work.

“**Non-blocking Fault**” means any Fault that allows the full operation of the Application and all of its features, but through unusual procedures.

“**Order Form**” means a CENTREON ordering document used to purchase Cloud Services.

“**Party**” means the Customer or CENTREON, as the case may be, and “**Parties**” means both of them.

“**SaaS**” (Software as a Service) means the remote provision of the functionalities of the Application, using Internet technologies, accessible through the Internet network. The Application and the Database remaining on CENTREON Infrastructure.

“**Software**” means CENTREON’s commercially available downloadable software (including all Updates) included with Applications.

“**Taxes**” means any form of taxation of whatever nature and by whatever authority imposed, including any interest, surcharges or penalties, arising from or relating to the Agreement or any Cloud Services, other than taxes based on the net income of CENTREON.

“**Updates**” means, as applicable, bug fixes, enhancements, upgrades and new releases or versions that are made generally available to CENTREON customers.

“**User**” means a Customer employee or contractor who has a need to use the Applications pursuant to the Agreement.

“**User Account**” means an access granted to a user. Each User shall have a User Account and a unique ID.

“**Third Party**”: Any other entity besides CENTREON and CENTREON’ customers and You, for instance, a sub-contractor. CENTREON’ customers may be classified as a Third-Party as long as they don’t act as a customer in any given transaction/situation, for instance a CENTREON customer may be classified as a Third-Party in the event the customer is also a supplier/partner of CENTREON.

“**Third Party Services**” means third party products, applications, services, software, networks, systems, directories, websites, databases and information which a service links to, or which You may connect to or enable in conjunction with the Cloud Services, including, without limitation, Third Party Services which may be integrated directly into Your Account by You or at Your direction.

1. ACCESS AND RESTRICTIONS

- 1.1. Access and use of Applications. CENTREON grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Applications based on the number of Products specified in the applicable Order Form during the term of any such Applications (as set forth in the applicable Order Form) for Customer’s internal needs (the “**Permitted Purpose**”) subject to the terms of the Agreement.
- 1.2. Only Customer’s Users may access and use the Cloud Services ordered by Customer hereunder. Customer is responsible for maintaining the security of User’s account, passwords (including but not limited to

Administrator and User passwords) and files and for use of User's account by Customer or any other person or entity who accesses User's account via or as a result of Customer, with or without Customer's knowledge or consent (unless such unauthorized access was caused by CENTREON), and if Customer becomes aware of any violation, Customer will immediately terminate the offending party's access to the Cloud Services and notify CENTREON.

- 1.3. No charge Access. If Cloud Services are provided to Customer for evaluation, beta, release candidate or free purposes, as identified in an Order Form, CENTREON hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use evaluation, beta, or release candidate features and functionality or free versions of the Applications pursuant to the terms of the Agreement. Customer's access and use right shall terminate on the end date of the predetermined period set forth in the applicable Order Form or immediately upon notice from CENTREON in its sole discretion. Notwithstanding any other provision contained herein, the Applications and Documentation provided pursuant to this Section are provided to Customer "AS IS" without indemnification, support, or warranty of any kind, express or implied. Except to the extent such terms conflict with this Section, all other terms of these Terms shall apply to the Applications provided for evaluation, beta, release candidate or free purposes.
- 1.4. Restrictions. Except as expressly authorized in the Agreement, Customer shall not, and shall ensure that Users do not, directly or indirectly: (i) license, sublicense, rent, lease, sell, resell, loan, transfer, distribute, translate, or otherwise transfer rights to the Cloud Services; (ii) reverse engineer, decompile, or disassemble or otherwise obtain or attempt to create, derive, or obtain the non-opensource code of the Cloud Services; (iii) modify, translate, enhance or otherwise change the Cloud Services or prepare derivative works of the Cloud Services, including creation and distribution of add-ons or enhancements or incorporation into another product unless expressly agreed between the Parties; (iv) copy, reproduce, republish, upload, post, or transmit the Cloud Services or any other materials provided in connection therewith; (v) remove, obscure, or alter any notice of copyright, trademark or other proprietary or intellectual property right appearing in or on any item included with the Cloud Services; (vi) circumvent or attempt to circumvent any methods employed by CENTREON to control access to the components, features or functions of the Cloud Services or to prevent unauthorized use of the Cloud Services; or interfere with, impair, or disrupt the integrity or performance of the Cloud Services or any other party's use of the Cloud Services; (vii) use or otherwise exploit the Cloud Services for any purpose, other than the Permitted Purpose, including for purposes of benchmarking, competitive analysis or the development of a competing software product; or (viii) use the Cloud Services to violate third party rights or applicable laws or to store or transmit infringing, libelous, unlawful, or tortious material or store material in violation of third party rights or applicable laws.
- 1.5. Customer undertakes to CENTREON that it shall cause the Users to comply with the provisions of the Agreement. Customer shall be liable to CENTREON and - as the case may be indemnify - its Affiliates for the consequences of any breach of the Agreement, whether by Customer or any User(s).

2. SERVICES

CENTREON undertakes to procure all the human and technical means to provide the Cloud Services covered by this Agreement.

CENTREON provides the Customer with the service of access to the Application in SaaS mode 24 hours a day and 7 days a week, subject to interruptions due to maintenance scheduled outside the usual working hours of the Customer or interruptions due to failure outside CENTREON. These temporary interruptions can in no case give rise to compensation to the Customer.

The Application remains on the Infrastructure of CENTREON and CENTREON does not give a copy of the Application, in any form or on any medium whatsoever, to the Customer. However, a on-premises Collector will be provided to the Customer and installed by him under his responsibility according to the instructions of CENTREON.

It is the responsibility of the Customer to ensure that the data transmitted by the Customer on CENTREON Infrastructure is free of errors.

At the Effective Date of the Agreement, the Customer shall provide CENTREON with the name and contact details of the natural person designated as Administrator.

User Accounts can be created either by the Customer via the Administration Interface or automatically synchronized with an identity provider Third Party Service.

The Customer has the possibility to manage the permissions granted to each User via the Administration Interface under his full responsibility.

3. SERVICE LEVEL AGREEMENT

This Service Level Agreement (“**Service Level Agreement**”) outlines the service level performance targets applicable to the CENTREON Application. The Service Level Agreement applies subject to any varying provisions agreed between the Parties in the Order Form and/or special conditions.

Definitions

“**Downtime**” means that the CENTREON Application is affected by a Blocking Fault or a Semi-blocking Fault. Downtime excludes downtime and unavailability resulting directly or indirectly from any Exceptions.

“**Monthly Uptime Percentage**” means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in such calendar month, divided by the total number of minutes in the calendar month. The applicable formula is:

$$\text{Monthly Uptime Percentage} = \frac{((\text{Total Minutes in Month}) - (\text{Total Minutes of Downtime}))}{(\text{Total Minutes In Month})} \times 100$$

For any partial calendar month during which the applicable Customer has access to the Application, the Monthly Uptime Percentage shall be calculated based on the entire calendar month, not just the portion for which the Customer has access to the Application. The determination of whether the Application is available will be made in good faith by CENTREON based on monitoring performed by CENTREON.

“**Service Level Credit**” means the credit provided by CENTREON in accordance with paragraph 2 (Application Availability and Credits) below.

3.1. Application Availability and Credits

Service Levels. CENTREON will use commercially reasonable efforts to make the Application available with a Monthly Uptime Percentage of at least 99.5% during any calendar month (the “**Availability Service Level**”). In the event CENTREON does not meet the Standard Availability Service Level (a “**Service Level Failure**”), Customer will be eligible to receive a Service Level Credit as described below.

Standard Service Levels

Monthly Uptime Percentage	Service Level Credit Percentage
Less than 99.5% but equal to or greater than 98.5%	5%
Less than 98.5% but equal to or greater than 97.5%	10%
Less than 97.5% but equal to or greater than 96%	20%
Less than 96%	30%

Calculation of the Credit. Service Level Credits are calculated by multiplying (x) the applicable Service Level Credit percentage by (y) the product of the total annual subscription fees actually paid by Customer to CENTREON for the Services under an affected Order Form divided by twelve (12) months.

Maximum Service Level Credit. The Service Level Credits awarded in any month shall not, under any circumstance, exceed thirty percent (30%) of the total subscription fees actually paid by Customer to CENTREON for access to the Services under the affected Order Form for the affected month.

3.2. Service Level Credit Request and Payment Procedures

Requesting a Service Level Credit. To receive a Service Level Credit, Customer must submit a claim by email to SLAclaim@centreon.com (a “**Service Level Credit Request**”) within thirty (30) days of the occurrence of the Service Level Failure and must include the dates and times of each Service Level Failure that Customer is claiming, including the dates and times of the Downtime that caused the Service Level Failure.

Issuance of Service Level Credits. If the Monthly Uptime Percentage of such request is confirmed by CENTREON and is less than the applicable Availability Service Level, then CENTREON will issue the Service Level Credit to Customer within thirty (30) days following the month in which Customer’s request is confirmed by CENTREON. Customer’s failure to provide the request and other information as required above will disqualify Customer from receiving a Service Level Credit. CENTREON will notify Customer of the amount of any Service Level Credit, which shall be applied against future amounts owed by Customer. Service Level Credits will not entitle Customer to any refund or other payment from CENTREON. Service Level Credits are not payable in cash and will only be applied against future amounts owed by Customer to CENTREON.

By requesting a Service Level Credit, the Customer agrees that the Service Level Credit received is Customer’s sole and exclusive remedy and CENTREON’s sole and exclusive liability for a Service Level

Failure. He waives any other form of damages due to the Violation of the Availability Rate.

4. DATA PROCESSING

Definition:

In the scope of Article 4, CENTREON means **Centreon**, a société par actions simplifiée (Simplified joint-stock company) registered under French law under number 483 494 589 RCS Paris, with a capital of 500 000 EUR and having its registered office at 28/34 rue du Chateau des Rentiers 75013 Paris, which is the data processor.

CENTREON undertakes to respect the confidentiality of the data provided by the Customer for the performance of the Agreement, in accordance with the "Regulation on Personal Data" such as defined below.

For the purposes of this Agreement, "**Personal Data Regulations**" means the applicable French and European regulations on the protection of personal data, including: Law No. 78-17 of January 6, 1978, as amended, EU Regulation 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data applicable since May 25, 2018, Directive 2002/58/EC of July 12, 2002, known as "Privacy and Electronic Communications", as amended, as well as any other European statute that may amend or supplement the provisions in force at the date of this Agreement and that may apply to any of the Parties, and similar legislation in Canada and Canadian provinces and territories applicable to the Agreement.

In the course of its performance of the Agreement, CENTREON may, as the case may be, have access to information processed by the User as part of his activities, and qualified as personal data within the meaning of the Personal Data Regulations (hereinafter referred to as "**Personal Data**").

The User retains the full control over Personal Data and is liable, as data controller, in compliance with the provisions of the Personal Data Regulations.

CENTREON will act exclusively, regarding these Personal Data, as data processor within the meaning of the Personal Data Regulations.

CENTREON will process accordingly Personal Data for the sole purposes of providing the Cloud Services to the User for the duration of this Agreement.

The Personal Data processed by CENTREON on behalf of the User shall be: first and last names, job, phone number, e-mail addresses and postal addresses.

The User, in its capacity as data controller, hereby guarantees that the Personal Data it provides to CENTREON in this context is processed by it in accordance with the Personal Data Regulations, and that it has obtained and shall obtain all requisite consents and authorizations as required for CENTREON to provide the Cloud Services, including but not limited to privacy consents, authorizations for Personal Data to be transferred across borders and treated in accordance with the laws of the jurisdictions from which and to which such Personal Data is transferred, consents for software downloads required for the Cloud Services, if any, and authorizations for commercial electronic messages to be sent by CENTREON to recipients in accordance with applicable anti-spam laws.

The User undertakes to document in writing its instructions concerning the processing of the Personal

Data that it entrusts to CENTREON.

Generally, the User undertakes to:

- Answer as quickly as possible to CENTREON's questions on the methods of processing of Personal Data, and in particular on the selection of any processors;
- Take into account CENTREON's advice on compliance with the Personal Data Regulations, and to consult CENTREON in the event of any difficulties;
- Promptly inform CENTREON of any claim or difficulty that may arise from a security breach in order to coordinate the response, and collaborate with CENTREON in this respect;
- Supervise the processing carried out on his behalf by CENTREON.

CENTREON, in its capacity as processor, undertakes to comply with its obligations under the Personal Data Regulations, and in particular to:

- Process Personal Data solely for the aforementioned purpose (to provide to the User the services covered by this Agreement);
- Process Personal Data in accordance with the instructions of the User. If CENTREON considers that an instruction from the User is in breach of the Personal Data Regulations, it undertakes to immediately inform the latter;
- If CENTREON is required to transfer Personal Data outside the European Union or Canada, it undertakes to inform the User of such transfer, unless the relevant law prohibits such information for substantial grounds of public interest;
- Guarantee the safety and confidentiality of the Personal Data processed, in accordance with the provisions of this Agreement and the Personal Data Regulations;
- Ensure that persons authorized to process the Personal Data are contractually bound to maintain confidentiality or are subject to a suitable legal obligation of confidentiality and receive the necessary training on the protection of Personal Data.

In the event of the selection of other processors, CENTREON shall obtain prior and specific written authorization from the User.

The subsequent processor(s) shall be subject to the same obligations as CENTREON.

CENTREON shall be responsible for ensuring that the subsequent processor(s) provide sufficient guarantees as to the safety and confidentiality of the Personal Data, so that the processing meets the requirements of the Personal Data Regulations.

Should the subsequent processor(s) not fulfill its (their) data protection obligations, CENTREON shall remain fully liable to the User for the performance by the other processor(s) of its (their) obligations.

Insofar as the Personal Data is initially collected by the User, it is the User's responsibility to provide information to the persons concerned by the processing operations carried out by CENTREON on its behalf at the time of data collection.

CENTREON shall assist the User in answering requests regarding the exercise of the rights of access, rectification, deletion and opposition, the right to limit processing, the right to data portability, the right not to be the subject of an automated individual decision (including profiling).

When the relevant persons make a request to CENTREON to exercise their rights, CENTREON shall forward these requests as soon as it receives them by e-mail to the User at the e-mail address provided by the

User to CENTREON.

CENTREON shall notify the User in writing of any Personal Data breach within a maximum period of forty-eight (48) hours of becoming aware of it.

This notice shall be accompanied by all relevant documentation to enable the User to (i) take all appropriate measures or instruct CENTREON to that effect, (ii) if necessary, to notify such violation to the competent supervisory authority or other entities as required under applicable Personal Data Regulations.

The User shall be responsible for informing the relevant persons, if required by the Personal Data Regulations.

CENTREON undertakes, as necessary, to assist the User in carrying out a Data protection impact assessment.

CENTREON undertakes, as necessary, to assist the User in carrying out the prior consultation of the supervisory authority.

CENTREON undertakes to implement the technical and organizational security measures necessary for the safety and integrity of the Personal Data it processes in such a way that the processing carried out on behalf of the User meets the requirements of the Personal Data Regulations and guarantees the safeguarding of the rights of the relevant persons.

Specifically, CENTREON undertakes to implement the following security measures, as a minimum:

- User Authentication (individual password, certificate, signature, etc.);
- Data backup;
- Business continuity measures (smoke detectors, fire extinguishers, etc.);
- Security of the premises (door locking, badges, etc.);
- Server security (administrator password, updates, etc.);
- Archiving;
- Protective measures in the event of data exchange (e.g. "https" protocol);
- Data encryption (enciphering).

Upon expiry of the Agreement, CENTREON undertakes, in accordance with the instructions of the User to:

- Delete all of the Personal Data that it has been required to process on the User's behalf, subject to any applicable legal obligations; and/or
- Return all Personal Data to the User, it being specified that the return must be combined with the deletion of all existing copies in CENTREON's information systems, unless applicable law requires the retention of the Personal Data. Once the copies have been deleted, CENTREON shall provide written evidence of the deletion.

The Parties undertake to provide each other with the name and contact details of their Data Protection Officer, if they have appointed one in accordance with the Personal Data Regulations.

CENTREON undertakes to provide the User with the necessary documentation to demonstrate compliance with all its obligations and to enable audits, including inspections, to be carried out by the User or any other auditor it may have appointed, and to assist in such audits.

In addition, insofar as CENTREON is required, within the context of the performance of this Agreement,

to process the Personal Data of the User (and/or of the User's employees), it undertakes to do so in accordance with the Personal Data Regulations and to CENTREON's privacy policy.

Non-personal data

When using CENTREON Products, CENTREON collects anonymous and non-personal data concerning the use of the servers, hosts, services, polluters and usage statistics of the Software suite in order to integrate them into its User experience improvement program (UEIP). This information is used for the sole purpose of improving the User experience and for no other use. For additional details, please visit ceip.centreon.com and <https://legal.centreon.com/en/cgu-anomaly-detection.html>.

Data collected by the CENTREON monitoring system is chosen by the Customer and should be limited to operational data that does not include Personally identifiable information ("PII"). Personal Data Regulations shall not apply to such operational data.

5. CUSTOMER'S OBLIGATION

5.1. The Customer declares that the Application meets its needs and that it has the prerequisites described in the current Documentation.

The Customer undertakes:

- to transmit accurately, under its full responsibility, all the information necessary for the performance of the Agreement, and guarantees the accuracy of this information. [It undertakes to notify CENTREON any change in this information;
- To pay the contractual fees according to the conditions set out in Article 8 "Price and Payment";
- To respect the intellectual property rights of CENTREON;
- Not to use the Application in such a way that could affect the proper functioning or security of the Infrastructure;
- To ensure that all Users, and in particular the person or persons designated by the Customer to call the hotline, under the conditions defined in Article 6 "Technical support and Maintenance", are trained in the use of the Application and basic Internet technologies;
- To ensure that the data transferred on the Infrastructure does not interfere with the proper functioning of this Infrastructure or the Application.

In particular, the Customer agrees not to store on the Infrastructure any data:

- Containing or likely to contain viruses; or
- That is unlawful, immoral or infringes the rights of third parties, in particular intellectual property rights.

Consequently, the Customer is responsible for the damage that these data or himself could cause to CENTREON, to a Third Party, to the Infrastructure or to the Application and guarantees CENTREON against any claim that could be exercised against CENTREON by a Third Party because of these data.

5.2. The Customer undertakes to ensure the confidentiality and security of the access device so as to allow the use of the Application and the access to CENTREON Infrastructure to Users only. The Customer undertakes to ensure that the Users do not disclose their ID or their password. In case of voluntary or accidental disclosure (e.g. loss, theft) of the ID or the password, the Customer undertakes to inform CENTREON as

soon as it becomes aware of it. The Authentication of a User by means of an ID and a password irrevocably presume accountability of the operations carried out by means of this ID to the holder of the ID used.

6. TECHNICAL SUPPORT AND MAINTENANCE

- 6.1. CENTREON will provide assistance and corrective and evolutionary maintenance of the Application. To this end, the Customer will designate one or more individuals as a privileged interlocutor (s), only entitled to call the hotline.

It is expressly agreed that requests for assistance and maintenance must be made by the Customer to the CENTREON hotline, accessible by phone on working days from Monday to Friday from 9 am to 6 pm, except for possible days of general closure of CENTREON, or by email to support@Centreon.com. Relevant time zone depends on the location of the CENTREON contracting entity and not on the location of the Customer as set out in Schedule A.

The technical assistance covers:

- Questions on the use of the Application;
- requests for upgrades;
- business advice on the functionalities of the Application.

- 6.2. The support is not intended to replace adequate training of Users in the use of the Cloud Services. In addition, CENTREON reserves the right to offer a paid training to the Client if it is found that the Users are not properly trained to use the Cloud Services. If the Client does not subscribe to such training, CENTREON reserves the right to no longer respond to requests that show a lack of training of Users. CENTREON can not be required to make any changes requested by the Customer.

- 6.3. In case of Fault of the Application, CENTREON undertakes to intervene according to the following conditions and within the deadlines provided in this Article. Only the Faults that can be reproduced by CENTREON will be taken in charge under the maintenance. The Faults must be described in a precise manner, with details of the context of their occurrence and with screen shots. Nevertheless, CENTREON does not guarantee that a solution can be found within the time limits defined below, nor that the reported Faults can always be corrected, especially if the Fault is complex and requires extensive research.

CENTREON will be discharged from its obligation relating to the corrective maintenance in the following cases:

- In case of abnormal use of the Application by the Customer or breach of the contractual provisions or Documentation when used;
- In case of violation of the intellectual property rights of CENTREON;
- In case of attempt to access the source code of the Application or modification made to the Application without CENTREON prior consent;
- In case of modification made by the Customer or a Third Party to the data managed by the Application, by any other means other than the Application.

Are expressly excluded from the scope of the maintenance obligation all problems not directly or not exclusively attributable to the Application. The Customer undertakes to update its computer configuration, including its Internet browser, if CENTREON makes the request. The Customer shall be

notified of updates to the Application by CENTREON. CENTREON will deploy minor updates in an automated manner. Major updates (requiring significant changes in the user interface) will be deployed according to a schedule timeline with the Customer.

- 6.4. In case of Fault, CENTREON undertakes to intervene remotely within the time-limit defined below, depending on the nature of the Fault. The time-limits start from the receipt of the phone-call from the Customer or from the moment where an e-mail is received by CENTREON describing the Fault and all circumstances allowing to reproduce it.
- In case of Blocking Fault, CENTREON shall intervene within a maximum of 90 minutes on working days;
 - In case of Semi-blocking Fault, CENTREON shall intervene within a maximum of 4 hours on working days;
 - In case of Non-blocking Fault, CENTREON shall intervene within a maximum of 8 hours on working days.
- 6.5. Notwithstanding the above, If Application is provided to Customer for evaluation, beta, release candidate or free purposes, as identified in an Order Form, CENTREON does not make any commitment on response time to Customer requests

7. CONFIDENTIALITY

Any information provided by one Party to the other Party or to which a Party has access during the negotiation and/or performance of the Agreement of any nature whatsoever (technical, financial, legal, commercial, strategic, computer-based) transferred either in material form (containing inside a physical medium of any form or nature whatsoever) or in immaterial form (verbally, digital or audiovisual media, etc.) which at the time of disclosure is (i) designated as confidential; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary, is confidential (the “**Confidential Information**”).

The Parties undertake to keep confidential the aforesaid Confidential Information and to apply at least the same provisions or provisions commensurate to those usually applied to protect their own confidential information, and must uphold and impose the same obligation of confidentiality to and upon all their employees of any position whatsoever for any Confidential Information as defined hereinabove.

The Parties acknowledge that the following information should not be considered as confidential:

- (i) information that is in the public domain ;
- (ii) information previously known by the receiving Party prior to disclosure, which is not subject to an obligation of confidentiality ;
- (iii) information lawfully obtained from a third-party having the right to so furnish such information or independently of the performance of the Agreement ;
- (iv) information required or compelled by law to be disclosed, provided that the receiving Party gives all reasonable prior notice to the disclosing Party to allow him to seek protective court orders.

The provisions of this article remain in force during the term of the Agreement and for ten (10) years from the expiration or the termination for any reason whatsoever.

8. INTELLECTUAL PROPERTY

The Customer undertakes to respect and to ensure its Users respect the intellectual property rights of CENTREON, especially as are in or relate to the Cloud Services, and all trademarks and logos belonging to CENTREON. The User obliges itself to respect and to ensure its employees respect the property provisions appearing on the Cloud Services.

9. PRICE AND PAYMENT

9.1. Payment. Customer will pay CENTREON in accordance with the applicable Order Form(s). Fees for the Cloud Services shall be as set forth in an Order Form and do not include Taxes or service provider fees (such as payment processor or vendor management).

9.2. Price. The monthly cost of the Cloud Services depends on the number of Products for the services subscribed per month (as indicated in the price list described in the Order Form).

Any increase in the number of Products may result in an increase of fees according to the price list described in the Order Form. However, any price increase requires the prior agreement of the Customer. This price increase agreed by the Customer is then automatically extended by tacit renewal from month to month.

From time to time and for a maximum period of three (3) months starting on the day of the 1st overrun, the number of Products may exceed by up to 10% the number agreed in the Order Form without increasing the fees due by the Customer. CENTREON during that time frame, will contact the Customer to upgrade his subscription. The Customer expressly agrees that at any time and at its sole discretion, CENTREON may suspend this 10% exceptional authorization if commercial negotiations to upgrade the subscription are not successful. CENTREON will notify the above mentioned suspension one (1) week before it takes place.

Beyond the 10% threshold, the number of Products will be automatically blocked so that no other Products can be monitored through the Application. In that case, CENTREON will contact the Customer in order to upgrade his subscription. CENTREON will make its best efforts to notify the Customer when the number of Products has reached 90% of the number set out in the Agreement.

9.3. Taxes. All fees are exclusive of Taxes, and Customer shall pay or reimburse CENTREON for all Taxes arising out of the Agreement. If Customer is required to withhold or deduct any Taxes from the payment of any fees, Customer will increase the amount payable to CENTREON by the amount of such Taxes so that CENTREON receives the full amount of all fees and expenses. If CENTREON has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by the Customer, unless Customer provides CENTREON with a valid tax exemption certificate authorized by the appropriate taxing authority. CENTREON's failure to initially invoice Customer for any applicable Taxes does not relieve Customer from responsibility for such Taxes under the Agreement.

9.4. Payment. The pre-tax amount of the annual lump sum paid by the Customer in exchange for the Cloud Services is fixed in the Order Form. Unless otherwise expressly agreed in the Order Form, the fees are annually invoiced. Invoices are due and payable within thirty (30) days of the date of the invoice issuance, net without any discount and in advance, unless otherwise specified in the Order Form. Fees are invoiced

either in USD or CAD. The risk of a change rate is supported by the Customer. As already stated, all fees are exclusive of taxes (including in the case of source withhold), which is payable by the Customer at the rate and in the manner from time to time prescribed by applicable law. The price including all taxes is indicated on the corresponding invoice. The fees are automatically revised, at each renewal, in proportion with the French SYNTEC index (<https://www.syntec.fr/indicateurs/indice-syntec/>) on the basis of the application of the formula $P = P_0 * S_1/S_0$, in which P is the revised amount, P₀ the initial amount or from the last reviewing, S₀ the index value in force from the date of entry into force of the Agreement or at the last reviewing, S₁ the index value for the considering year. If this index disappears, the Parties will substitute it with a replacement index. In case of dispute, a new index will be chosen by the competent court according to Article 16.

Any payment by means of compensation is excluded. In the event the Customer fails to pay any undisputed invoice within thirty (30) days, the Customer shall pay to CENTREON late payment interests, at the rate applied by the European Central Bank increased by ten (10) points, notwithstanding the payment of the fixed late payment indemnity of forty (40) EUR per unpaid invoice and the reimbursement to CENTREON of any collection expenses and any damages, which CENTREON could claim.

10. TERM AND TERMINATION

- 10.1. Term. This Agreement will begin on the Effective Date and continue until terminated as set forth herein. The period specified in the Order Form is a fixed period, i.e. Parties will not be able to suspend or terminate the Agreement except in case of breach of the Agreement by the other Party as detailed in section 10.3. At the end of the period fixed in the Order Form and unless otherwise agreed, the Agreement is automatically renewed for successive periods of twelve (12) months each, unless (a) the Customer gives CENTREON written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term, or (b) CENTREON gives the Customer written notice of non-renewal at least two (2) months prior to the expiration of the then-current term, or (c) the applicable Order Form is sooner terminated as provided herein.
- 10.2. Termination. Either party may terminate the Agreement (in whole or with respect to an applicable Order Form) upon written notice to the other Party if such other Party materially breaches any provision of the Agreement viewed as a key part of the contract and fails to cure such breach within thirty (30) days following such notice thereof (except that a breach is not capable of cure). Either party may terminate the Agreement immediately pursuant to the receipt of a subpoena, court order, request by a law enforcement agency, or as otherwise required by law. CENTREON may terminate the Agreement immediately if Customer infringes upon or misappropriates CENTREON's intellectual property rights. In case of serious breach as described above, the Agreement may be terminated without having to file any claim before the competent court and without prejudice to other remedies available for any damages suffered.
- 10.3. Effects of termination and survival. The expiration of an individual Order Form or any services will not impact any other Order Form or services or the remainder of the Agreement. If the Agreement is terminated in whole, the Agreement and all corresponding Order Forms will terminate. Customer will pay for all services up to the effective date of termination.

Upon expiration or termination of the Agreement (in whole or with respect to any Order Form), CENTREON will disable the applicable Cloud Services and the Customer will uninstall the on-premises Collectors. Customer may request by e-mail at support@centreon.com a copy of its Customer Data for up to thirty (30) days thereafter. Such copy will be provided by CENTREON to Customer in an industry-standard format. Thereafter, CENTREON will delete the Customer Data within thirty (30) days unless otherwise legally prohibited.

In the event of termination at Customer initiative, the Customer assumes full responsibility for consequences of the termination, particularly regarding continuity of its internal management.

11. WARRANTIES

CENTREON warrants the Customer against all claims, demands, actions, costs, expenses, losses and damages arising from or incurred by reason of any claim for infringement of any intellectual property right arising from the use of the Applications. As such, CENTREON shall indemnify and hold harmless the Customer against all damages resulting from intellectual property infringement proceedings that it shall pay further to a final court decision.

This warranty is subject to the following express conditions:

- (i) The Customer shall promptly notify CENTREON if any claim or demand is made or action brought against the Customer;
- (ii) CENTREON shall at its own expense conduct any litigation arising therefore and all negotiations in connection therewith in consultation with the Customer;
- (iii) The Customer shall at the request of CENTREON provide to CENTREON all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Customer;
- (iv) The alleged infringement could not have been avoided by the installation and use by the Customer of an upgrade provided by CENTREON.

If any Cloud Service (or part of it) provided by CENTREON infringes or is likely to infringe a Third Party's intellectual property rights, CENTREON will promptly and at its own expense:

- (i) procure the right for the Customer to continue using such service ; or
- (ii) replace the service to make its use non-infringing; or
- (iii) modify the service to make its use non-infringing; or
- (iv) reimburse to the Customer the part of the annual fees received under this Agreement and corresponding to the service infringing a Third Party's intellectual property rights. It is specified that this last remedy will be used only if the three remedies above are not implemented in a reasonable period of time. The previous provisions set the only appeal of which the Customer has and the limits of the CENTREON's infringement warranty as described below.

12. LIABILITY

Excepted what is provided in the service level agreement (article 3), the Parties agree that CENTREON is subject to a general obligation of means given the hazard inherent in internet technologies. Except as expressly provided by the Agreement, CENTREON does not provide a consulting service, of any kind whatsoever. Centreon does not interfere in the management of the Customer. CENTREON provides the

Application to the Customer whose use is it discretionary and at its sole responsibility. The Customer is the only responsible for the use and processing of data regarding the Hosts/Products collected through the Application. CENTREON's responsibility is limited to the hosting, securing and backup of these data. Therefore, CENTREON does not incur any liability because of these data and is not responsible for the harmful consequences of any errors in the data or in the results of process. The Customer waives the liability of CENTREON for indirect damages that may result from the non-performance of the Agreement, such as financial loss, commercial loss, loss of customer, any commercial disturbance, loss of profit, loss of brand image, loss of data, files or software suffered by the Customer, the increase in expenses, the cost of services necessary to implement or correct the data or the results obtained, which damages are deemed indirect.

Except as provided in Article 11, any action brought against the Customer by a Third Party shall be considered as indirect damage and shall not give rise to any right to compensation.

The Customer undertakes to take all necessary precautions to reduce the prejudice that may result from the execution of this Agreement or from the use of the Application. Customer must use up-to-date anti-virus software.

If CENTREON's liability should nevertheless be established, the total amount of damages that could be charged shall not exceed 50 % of the amount excluding taxes paid by the Customer within the twelve (12) months prior to the event giving rise to the damage. This limitation of responsibility results from the distribution of risks, and is the reflection of a mutual agreement. This section shall survive termination of the Agreement for any reason whatsoever.

13. EXPORT CONTROL

The Cloud Services may not be exported, re-exported or used (a) into any French, European or U.S.-embargoed countries or (b) to anyone on the UE consolidated list of persons, groups, and entities subject to EU financial sanctions or to anyone on the U.S. Treasury Department's specially designated nationals list or the U.S. Department of Commerce, denied persons list or entity list. By using the Cloud Services, the Client represents and warrants that it is not located in any such country or on any such list.

Customer also agrees that it will not use these Cloud Services for any purposes prohibited by French, European, or the United States federal laws, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons. In case of doubt, the Client will contact CENTREON for clarification.

Customer furthermore acknowledges that in all cases it is prohibited from exporting, re-exporting, selling/or passing on or disclosing the Cloud Services in all of the countries listed under the internet address given below, and that even activation of the Cloud Services is, in all cases, prohibited in such countries: <https://centreon.com/legal/en/embargoed-countries>.

14. FORCE MAJEURE

CENTREON shall not, in any case, be liable and no indemnity can be due for delay or in consequence of damages upon occurrence of a force majeure event.

Internal or external strike, any destruction for any reason whatsoever of all or part of the CENTREON's premises or installations, any government decisions, any difficulties in oil and energy supply or traffic and communication networks disturbances, on which depend CENTREON, and more generally any unforeseeable event of human or natural origin that prevents or reduces the possibility of performance by CENTREON of its contractual obligations are expressly considered as constituting force majeure or unforeseeable circumstances, as applied by French courts.

Upon occurrence of an event of force majeure CENTREON may suspend the performance of the Agreement and current orders without indemnity, until the end of such event of force majeure. The occurrence of an event of force majeure does not release the Customer from its payment obligations towards CENTREON.

If such force majeure event lasts for more than thirty (30) days, either Party shall have the right to terminate the Agreement without notice or indemnity from either Party by giving notice thereof by registered letter with an acknowledgement of receipt, without having to file any claim before the competent court to this effect.

15. THIRD-PARTY SERVICES

CENTREON has no liability and makes no warranties whatsoever with respect to Third Party Services that Customer uses in conjunction with the Cloud Services.

Any exchange of data or other interaction between Customer and a Third-Party provider is solely between Customer and such Third Party provider and will be pursuant to policies and terms separate from the Agreement. CENTREON shall not be responsible for any disclosure, modification, or deletion of Customer Data resulting from any use of or access by Third-Party Services or Third-Party providers.

If the Customer decides to enable, access or use Third Party Services, Customer access and use of such Third Party Services are governed solely by the terms and conditions of such Third Party Services, and CENTREON does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Third Party Services, including, without limitation, their content or the manner in which they handle, protect, manage or process data (including Customer Data) or any interaction between the Customer and the provider of such Third Party Services. CENTREON cannot guarantee the continued availability of such Third Party Services features, and may cease enabling access to them without entitling the Customer to any refund, credit, or compensation, if, for example and without limitation, the provider of a Third Party Services ceases to make the Third Party Service available for interoperation with the corresponding Cloud Services in a manner acceptable to CENTREON. The Customer irrevocably waives any claim against CENTREON with respect to such Third Party Services. CENTREON is not liable for any damage or loss caused or alleged to be caused by or in connection with Customer enablement, access or use of any such Third Party Services, or Customer reliance on the privacy practices, data security processes or other policies of such Third Party Services. The Customer may be required to register for or log into such Third Party Services on their respective websites. By enabling any Third Party Services, Customer is

expressly permitting CENTREON to disclose your login, as well as Customer Data as necessary to facilitate the use or enablement of such Third Party Services.

16. PUBLICITY

- 16.1. At any time after the signature of the Order Form, CENTREON may publish or use Customer's name and logo on: (i) CENTREON's website; (ii) collateral marketing; (iii) online advertisement banners; and (iv) in CENTREON's sales presentations, and Customer hereby grants CENTREON all rights and permissions, including requisite non-exclusive license right to display and utilize Customer's name and logo for this purpose with CENTREON's goods and services which Customer hereby agrees are of a character and quality that is approved by Customer for such use.
- 16.2. CENTREON will obtain Customer's written permission prior to the publication for each of the following, unless this information is publicly available: (i) press release; (ii) case study or white paper on CENTREON's website and marketing collateral (and discussion of case study or white paper during sales presentations); and (iii) Customer quote on CENTREON's website.

17. OWNERSHIP; FEEDBACK; CUSTOMER DATA

- 17.1. Ownership. CENTREON (and/or its licensors and affiliates) is the sole and exclusive owner of all rights, title and interest in and to the Cloud Services and all of CENTREON's proprietary and intellectual property (including all software, trade secrets, trademarks, logos, trade names, business names, designs, and other intellectual property) and reserves all rights, title and interest in and to the Cloud Services and all such proprietary and intellectual property not expressly granted under the Agreement. No ownership right is conveyed to Customer in the Cloud Services or CENTREON's proprietary and intellectual property, irrespective of the use of terms such as "**Purchase**" or "**Sale**" in any Order Form.
- 17.2. Feedback. From time to time, Customer or its Users may submit to CENTREON comments, questions, enhancement requests, suggestions, ideas, process descriptions or other information related to the Cloud Services ("**Feedback**"). Customer hereby grants to CENTREON a worldwide, 30 years irrevocable, royalty-free, exclusive license to use and incorporate the Feedback for any purpose, including but not limited to the development of the Cloud Services, without restriction, attribution or payment to Customer.
- 17.3. Customer Data. Customer is the sole and exclusive owner of all rights, title and interest in and to the Customer Data (including intellectual property rights) and reserves all rights, title and interest in and to the Customer Data not expressly granted under the Agreement. Customer hereby grants CENTREON a non-exclusive perpetual license right to use Customer Data for providing and improving the Cloud Services. Customer will be solely responsible for the procurement, accuracy, quality, and content of Customer Data, and obtaining and maintaining all requisite consents and authorizations therefor.
- 17.4. Customer hereby consents to the receipt, use, processing, storing, handling and transmission of Customer Data by CENTREON as set out in this Agreement. There may be instances when CENTREON is permitted to use the Customer Data without any consents under applicable Personal Data Regulations, including an emergency that threatens the life, health or security of an individual, or if CENTREON must comply with a court order or governmental order. When CENTREON receives Customer Data from Customer for the purposes of providing you with Cloud Services, or for other uses identified herein, you are providing us

with consent as follows: (i) to allow CENTREON to deal with that Customer Data in a reasonable manner; (ii) to allow CENTREON to provide your Customer Data to third parties it engages to provide or support the Cloud Services; (iii) to allow CENTREON to use and store Customer Data for the purpose of providing you with the products and services you purchase on each Order Form and to utilize the Cloud Services; and (iv) to allow CENTREON to transfer Customer Data outside of the jurisdiction where it is collected (whereby such Customer Data will be treated in accordance with applicable foreign laws).

18. MISCELLANEOUS PROVISIONS

If any provision of this Agreement is held to be invalid or unenforceable for any reason, it will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect.

The fact that one or other Party does not require, temporally or definitely, the application of a provision of this Agreement shall not be considered as a waiver of the rights, which are held by this Party.

Any exchange of postal or electronic mail between the Parties cannot modify this Agreement. Any change of this Agreement requires an Order Form or an amendment signed by the Parties.

The Customer may not sell, assign or transfer its rights or delegate its obligations under this Agreement in whole or in part without prior written approval of CENTREON. CENTREON reserves the right to transfer this Agreement or all or part of its. CENTREON undertakes to inform the Customer in that case.

19. DISPUTES RESOLUTION

Prior to initiating any claim or proceeding under, arising out of or in connection with the Agreement, the Parties will make a good faith effort to resolve the underlying dispute. Such good faith effort will include (i) elevating the issue to management personnel of each Party who have the power to settle the dispute on behalf of that Party and, if such management-level discussions fail after ten (10) business days, further elevating the matter to a vice president level executive for each Party to continue good faith efforts to resolve the matter for an additional ten (10) business days and (ii) reasonably sharing relevant, non-privileged documents, books and records and other materials, as reasonably requested, in connection with the dispute.

20. GOVERNING LAW

ANY CONTROVERSY, DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR TO THE FORMATION, INTERPRETATION, BREACH, TERMINATION, OR VALIDITY THEREOF SHALL BE ADJUDICATED BY A COURT IN THE PROVINCE OF ONTARIO AND THE LAWS OF THE PROVINCE OF ONTARIO SHALL GOVERN. BOTH PARTIES HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF TORONTO, ONTARIO AND WAIVE ANY RULE OR CONFLICT OF LAWS (OF THE PROVINCE OF ONTARIO OR ANY OTHER JURISDICTION) THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN THE PROVINCE OF ONTARIO.

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