

# Designed 4 Work Terms of Use

Last updated March 4th 2019

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## 1. Purpose and subscription to the Service

- 1.1. These Terms of Use set out the terms and conditions under which Designed 4 Work provides the Service, which is designed to be used in conjunction with the Google Apps (™) applications or services subscribed to separately by the Customer.
- 1.2. The Customer must place any Order for the Service either (a) electronically on the web site of Designed 4 Work, whether directly or through the Marketplace, (b) directly with Designed 4 Work by the signature of an Order, or (c) via a Reseller. Any Order is subject to Designed 4 Work's acceptance.
- 1.3. If the Service is subscribed to via a Reseller, these Terms of Use shall apply to the relationship between the Customer and the Reseller (the Reseller having, towards the Customer, the rights and obligations mentioned for Designed 4 Work in these Terms of Use) and to the relationship between the Reseller and Designed 4 Work, with the exception of article 6.
- 1.4. The software, the platform and the hosting services that enable Designed 4 Work to provide the Service to the Customer are all hosted by Google, on the Google Cloud Platform (™), and are therefore subject to the Google Cloud Platform Terms of Service; the Service is therefore provided by Designed 4 Work within the limits stipulated by the Google Cloud Platform Terms of Service, which the Customer acknowledges and agrees.
- 1.5. The Customer's Data is hosted by Google on Google Drive (™). In order to use the Service, the Customer must therefore first subscribe to the Google Apps (™) and specifically to Google Drive (™). Designed 4 Work may also store the Customer's Data wholly or partly, permanently or temporarily, on the Google Cloud Platform (™), for the purposes of the performance of the Service.
- 1.6. The use of the Service is governed by the Agreement formed by these Terms of Use and by the Order, as well as any other terms and conditions applicable to the Service and referred to by these Terms of Use or by the Order.
- 1.7. The use of the Service shall also be subject to the terms of use of the products, services or applications provided by Google, such as, but not limited to, the Google Apps for Business (Online) Agreement or the Google Apps for Business via Reseller Agreement and the Google Apps Marketplace Terms of Service, as well as all the specific terms and conditions to which these documents refer.
- 1.8. The person who subscribes to the Service in accordance with article 1.2 represents and warrants that he/she has all the requisite powers to enter into a binding agreement on behalf of the Customer and to sign the Agreement for and on behalf of the Customer.
- 1.9. The Customer declares that it shall only use the Service for business and professional purposes.

## 2. Modifications

- 2.1. These Terms of Use, as well as all the other terms and conditions to which these Terms of Use or the Order refer, may be modified at any time by Designed 4 Work, subject to informing the Customer of this modification with a prior notice of thirty days (the « Notice Period ») sent by e-mail to the Customer's Contact Person.
- 2.2. Should the Customer not contest the new terms and conditions during the Notice Period, it shall be deemed to have accepted them. Should the Customer reject them, it may terminate the Agreement prior to the expiry of the Notice Period, and the termination shall take effect on the next Renewal Date; should the Customer not have terminated the Agreement within the Notice Period, the new terms and conditions shall come into force upon expiry of the Notice Period.
- 2.3. Designed 4 Work may also modify the Documentation at any time, provided that this does not result in a significant modification of the Service, and the Customer must therefore regularly consult such Documentation at the address set out in article 17. All the changes made to the Documentation shall be indicated on a specific page included in the Documentation. In case of a significant modification of the Documentation, Designed 4 Work shall follow the procedure for new terms and conditions set out in articles 2.1 and 2.2 above.

2.4. The terms and conditions governing the services provided by Google may also be modified by Google in accordance with the provisions set out by these terms and conditions.

### **3. Users**

- 3.1. The role and the rights and obligations of the Users are set out in the Documentation.
- 3.2. The Customer shall be responsible for ensuring that the Users use the Service in accordance with the Agreement and the Documentation as well as their statutory and regulatory obligations, and for any action, data or processing registered or performed by the Users via the Service. Designed 4 Work shall not be held liable for any use of the Service by the Customer or by the Users in violation of their statutory and regulatory obligations.
- 3.3. Designed 4 Work may suspend a User's access to the Service, if that User uses the Service in a way that is non-compliant with the Agreement or with the Documentation, as long as the non-compliance has not been resolved, subject to informing the Customer with a prior notice of fifteen days, or immediately, in the event of serious misconduct on the part of the User, it being understood that the Fee shall remain due in full throughout the period of suspension.

### **4. Rights of Use**

- 4.1. Designed 4 Work hereby grants to the Customer the right to use the Service on a non-exclusive basis for its own needs, in accordance with the Documentation and the Agreement, worldwide and for the Term, in return for the payment of the Fee. The rights to use the Service shall be strictly limited to what is expressly stipulated by the Agreement and all other rights are expressly reserved by Designed 4 Work. The documentation may only be used in relation to the Service.
- 4.2. The Customer undertakes to use the Service in accordance with the terms stipulated by the applicable laws and regulations, including the laws and regulations applicable to the exportation of data, technologies and software applications.
- 4.3. The Customer shall not be authorised, under this Agreement, without the prior consent of Designed 4 Work, to:
  - (a) make any temporary or permanent reproduction of all or part of the Service, by any means whatsoever, the Customer's Data not being considered as forming part of the Service;
  - (b) transfer, lease, sub-license or distribute the Service in any way whatsoever, whether free of charge or in return for consideration;
  - (c) use the Service and/or to combine all or part of the Service with other computer programs than the ones approved by Designed 4 Work in these Terms of Use or in the Documentation.
  - (d) translate, adapt, arrange or modify the Service, decompile it, disassemble it, reverse engineer it or to attempt to do so, analyse it, including, without limitation, to create a similar software or application, and except within the limits permitted by the applicable law;
  - (e) correct or have a third party correct any malfunctioning or error in the Service, Designed 4 Work solely reserving the right to do so (without having an obligation to do so).
- 4.4. Should the Customer need to decompile, translate or reproduce the code of the Service for purposes of interoperability under the applicable legal provisions, the Customer shall first request the information required for interoperability from Designed 4 Work, and the latter shall provide the requisite interfaces or make the required information available, subject to a reasonable remuneration.
- 4.5. The Customer is liable for ensuring that it has the technical requirements necessary for the proper operation of the Service, as stated for the Supported Platform. Designed 4 Work hereby disclaims liability in case of non-compliance with these technical requirements.
- 4.6. The Customer hereby authorises Designed 4 Work to access the Customer's Data as well as the Users' accounts, for the sole purpose of providing the Service.

### **5. Maintenance and Upgrades**

- 5.1. Designed 4 Work shall provide the Standard Support to the Customer under the terms and conditions stipulated by the Technical Support Service Guidelines. Any other maintenance or support service shall be invoiced to the Customer by Designed 4 Work on the basis of its terms then in force, after obtaining written consent from the Customer to execute and invoice these services.
- 5.2. The Customer hereby expressly agrees that Designed 4 Work may propose upgrades to the Service, which shall

be automatically integrated into the Service.

## **6. Invoicing of the Fee and terms of payment**

- 6.1. Provided that this is mentioned in the Order, the Customer may benefit from a Trial Period without any purchase obligation, during which the Service shall be made available to it free of charge.
- 6.2. The Fee due in return for the Service shall be indicated in the Order, based on the quantities and volumes chosen by the Customer and the rates of Designed 4 Work in force on the date of the Order, which can be viewed at the following address: <https://www.designedforwork.com/pricing>.
- 6.3. The Service may be used for the quantities and volumes mentioned in the Order. Should the Customer wish to increase these quantities and volumes, it must place a new Order for the additional quantities and volumes. Should the Customer wish to lower these quantities and volumes, this reduction shall only come into force on the next Renewal Date, provided that the Customer has notified to Designed 4 Work the reduction at least fifteen days prior to the Renewal Date.
- 6.4. Designed 4 Work may revise its rates and therefore the Fee at any time, subject to informing the Customer of this revision with a prior notice of thirty days by e-mail sent to the Customer's Contact Person (the « Notice Period »).
- 6.5. Should the Customer not contest the new rates during the Notice Period, it shall be deemed to have accepted it. Should the Customer reject the new rate, it may terminate the Agreement prior to the expiry of the Notice Period, and the termination shall take effect on the next Renewal Date; should the Customer not have terminated the Agreement within the Notice Period, the new rates shall come into force upon expiry of the Notice Period.
- 6.6. The rates indicated in Designed 4 Work's tariff are indicated without taxes and must therefore be increased by all taxes, royalties, withholding taxes and other duties (hereinafter the « Taxes ») that are in force on the invoicing date. Should Designed 4 Work have to collect or pay Taxes on the Fee, it shall invoice these Taxes to the Customer.
- 6.7. Any sums due under this Agreement must be paid in euros or US dollars (depending on the currency on the Purchase Order) within thirty days following the date on which the invoice is issued, unless the Order provides otherwise.
- 6.8. In case of a failure to pay any sums in connection with the Agreement when due, then without prejudice of its other rights and remedies (including under article 11) and without any need for a prior formal notice, Designed 4 Work may (i) immediately suspend the use of the Service, the Fee however remaining due by the Customer during the period of suspension, (ii) invoice late interest as of the day following the due date by applying on the amount due including tax an annual interest rate equal to the interest rate applied by the ECB to its most recent refinancing operation plus 10 points, and (iii) charge a fixed compensation of €40 for debt recovery costs, without prejudice to its right to claim any additional costs incurred in recovering the overdue sums, upon presentation of suitable evidence.

## **7. Intellectual property**

- 7.1. Any intellectual property right over the Service and the Documentation shall remain the property of Designed 4 Work. The Customer shall not acquire any intellectual property rights over the Service and shall only benefit from the rights of use set out in article 4. The Customer shall retain all its intellectual property rights over the Customer's Data.
- 7.2. The Customer undertakes not to delete, remove or modify any indication of ownership, including any mark or indication of copyright, over the Service or the elements of the Service or the Documentation.
- 7.3. Unless otherwise provided in the Order, the Customer agrees that Designed 4 Work include the Customer's name (as well as its trademark or logo) in its list of customers, be it over the Internet or on documents or promotional material. The Customer also agrees to Designed 4 Work referring to the Customer verbally as being a Customer of the Service.

## **8. Guarantee**

- 8.1. Designed 4 Work warrants that the Service shall operate in accordance with its Documentation and with the SLA. Designed 4 Work does not grant any other warranty, and the Customer may not claim any penalty or damages in case of (a) Scheduled Maintenance, (b) non-compliance by the Customer of the requirements of the Supported Platform, (c) force majeure as defined by article 14, (d) defect or unavailability of the Customer's equipment or software, (e) defect or unavailability of any third party equipment or software used by the Customer, such as but not limited to Google Apps (™), or (f) any use of the Service not compliant with the Agreement or the Documentation.
- 8.2. In case of defect or unavailability of the Service, Designed 4 Work shall not be bound by any other obligation and

the Customer shall not be entitled to any damages or penalties other than those provided by the SLA. Designed 4 Work does not provide any other express, implied or legal warranty concerning the Service, and in particular no other warranty of conformity, quality, merchantability or fitness for a particular purpose. Designed 4 Work does not warrant that the Service shall meet the Customer's requirements or that the use of the Service shall be uninterrupted error free, or without malfunctioning or hidden defects.

- 8.3. Designed 4 Work does not warrant that the Service shall operate with any product, hardware and/or software not supplied by Designed 4 Work and Google. It is up to the Customer to define its needs, under its sole responsibility, and to check that the Service is suited to same, in light of its aims and the hardware and software that it uses. The Customer must ensure that it has the requisite expertise and qualified and trained personnel (a) to assess the suitability of the Service to its requirements and expectations, (b) to use the Service, and (c) to deploy the organisation measures required to anticipate and facilitate the installation and the use of the Service.
- 8.4. The backup of the Customer's Data is not included in the Service. Google shall be in charge of hosting the Service and the Customer's Data through the Google Cloud Platform (™) and Google Drive (™). Therefore, Designed 4 Work shall not be liable in case of total or partial loss of the Customer's Data or in case of an interruption of the Service linked to a malfunction or an interruption of the Google Cloud Platform (™) or Google Drive (™). Should the Customer consider that the backup terms offered by Google for Google Cloud Platform (™) and Google Drive (™) are not satisfactory, the Customer must take all steps to preserve the Customer's Data and protect itself against a possible interruption of the service or a possible loss of the data generated by the use of the Service.

## 9. Indemnification

- 9.1. Designed 4 Work undertakes to defend the Customer at its own expense against any action for infringement of intellectual property rights brought by a third party in connection with the Service, provided that (i) the Customer notifies to Designed 4 Work any claim or action immediately upon becoming aware of same, (ii) the purported violation does not result from the Customer's own actions, (iii) the Customer provides all the information, elements and assistance needed for Designed 4 Work to enable it to conduct its defence or to reach a settlement agreement, and (iv) the Customer does not admit liability at any point in time in connection with this action or claim, nor does it attempt to reach a settlement for this action or claim without the prior agreement of Designed 4 Work, which shall have full control over the defence against this action or claim.
- 9.2. Should a court decision that is final and cannot be appealed hold that all or part of the Service infringes the intellectual property rights of a third party, or should Designed 4 Work consider that it is likely that the Service shall be deemed to wholly or partly infringe the intellectual property rights of a third party, Designed 4 Work may, at its sole discretion, without the Customer being entitled to claim any other damages or compensation, (i) modify the Service so that it no longer infringes these rights or provide to the Customer a Service that no longer infringes these rights and that has functionalities that are broadly equivalent to or better than its own in terms of performance, (ii) secure the right for the Customer to continue to use and operate the Service, or (iii) terminate this Agreement and refund to the Customer the Fee charged for the twelve months prior to the termination date.
- 9.3. The abovementioned obligations shall not apply to any claim or action linked to (i) any intellectual property rights that are not covered by the law of one of the States of the European Union, (ii) the use, combination, modification, adaptation or operation of the Service by the Customer in a way that does not comply with the Agreement or that is not authorised by Designed 4 Work, (iii) any Customer's Data or any content, information or data provided by the Customer, the Users or any other third party to Designed 4 Work, or (iv) any Open Source Elements.
- 9.4. The abovementioned obligations shall constitute the only warranty provided by Designed 4 Work to the Customer in the event of an action or a claim brought by a third party in connection with the violation of the intellectual property rights of third parties. The liability of Designed 4 Work shall moreover be limited as per article 12.

## 10. Personal data

- 10.1. For the purposes of the Agreement, the terms "personal data", "processing", "data controller" and "data processor" shall have the meaning that is attributed to them by the French Data Protection Act n°78-17 of January 6th, 1978 as amended at any time (the "Data Protection Act") and the General Data Protection Regulation no.2016/679 ("GDPR") when it enters into force. "Subcontractor" means any natural or legal person authorized to process personal data under the direct authority of the data processor.
- 10.2. The Customer shall be the data controller of any personal data included in the Customer's Data and processed using the Service, and must therefore comply with its legal obligations relating to the processing of the Customer's Data.
- 10.3. When providing the Service, Designed 4 Work may have access to Customer's Data or process it as the data processor of the Customer. The Order describes the subject-matter, the nature and the purpose of the processing carried out by Designed 4 Work for the Customer, together with the type of personal data and categories of data subjects concerned by such processing. If it is not possible to define all these elements in the Order, these elements will be subject to an amendment signed by both parties no later than at the starting date of the processing of Customer's Data by Designed 4 Work.

- 10.4. Designed 4 Work shall only process the Customer's Data for the performance of the Service for the term of the Agreement and under the conditions provided in clauses 10.5 to 10.16.
- 10.5. Instructions: Designed 4 Work shall process the Customer's Data in accordance with the documented instructions of the Customer for the processing of the Customer's Data.
- 10.6. Subcontracting: The Customer expressly authorizes Designed 4 Work to hire Subcontractors for the processing of Customer's Data, for the provision of the Service as set out in the Order. Designed 4 Work shall inform the Customer in writing of any intended change regarding the addition or the replacement of such Subcontractors. This information must clearly indicate the subcontracted processing activities, the identity and contact details of the Subcontractor and the intended effective date of the contract to be entered with the Subcontractor. The Customer may object to such addition or replacement of a Subcontractor if it may cause the Customer to breach its legal obligations regarding the protection of personal data. Such objection shall be made by the Customer in writing within five (5) days from the receipt of the written information from Designed 4 Work. If no objection is made during such time period by the Customer, Designed 4 Work shall be entitled to proceed with the intended subcontracting. In the case of an objection by the Customer, Designed 4 Work undertakes to make its best efforts to find another solution or another Subcontractor.

Designed 4 Work shall conclude with any Subcontractor who has access to Customer's Data an agreement imposing that the Subcontractor processes personal data in compliance with Designed 4 Work's obligations provided under this Agreement. Designed 4 Work shall verify that Subcontractors who have access to Customer's Data offer sufficient guarantees to implement appropriate technical and organizational measures in compliance with legal requirements. Designed 4 Work shall remain responsible of the compliance, by the Subcontractors, with the obligations set out in this clause 10.

Designed 4 Work shall communicate to the Customer the conditions under which the Subcontractor ensures the processing of the Customer's Data, in particular the security measures implemented by the Subcontractor.

The supply of the Service is subject to the subscription, by the Customer or by Designed 4 Work on behalf of the Customer, to the services offered by Google on the Google Cloud Platform<sup>TM</sup>. The processing of the Customer's Data is therefore subject to the Google Cloud Platform Terms of Service, which can be reviewed by the Customer at the address indicated in clause 17 and that Designed 4 Work cannot modify. The Customer, as data controller, must verify that the Google Cloud Platform Terms of Service are compatible with the processing of the Customer's Data contemplated by the Customer and Designed 4 Work shall not be liable in case of non-conformity of the Google Cloud Platform Terms of Service to the Data Protection Act or to the GDPR or to any other legal provision relating to privacy or personal data.

- 10.7. Transfer: Designed 4 Work shall not transfer Customer's Data to other countries except for the purpose of performing the Service through the Google Cloud Platform<sup>TM</sup> located in the United States. The Customer's Data can be transferred by Google under the conditions provided for in the Google Cloud Platform Terms of Service, which may be consulted by the Customer at the address indicated in clause 17.

If Designed 4 Work is otherwise required to transfer personal data by European Union or French Law, Designed 4 Work shall inform the Customer of such legal requirement before processing personal data, unless that law prohibits disclosure of such information on important grounds of public interest.

- 10.8. Confidentiality and training: Designed 4 Work shall protect the confidentiality of Customer's Data in accordance with the security measures set out in Appendix "Security" of these Terms of Use. Designed 4 Work shall also ensure that the persons authorized to process personal data for Designed 4 Work have committed themselves to confidentiality as provided herein or are under an appropriate statutory obligation of confidentiality, and receive appropriate training as regards the protection of personal data.
- 10.9. Security: Designed 4 Work shall implement appropriate technical and organizational measures, with regard to the nature of the personal data and the risks entailed by their processing, to protect the security and the confidentiality of the Customer's Data, in particular to avoid that the Customer's Data be altered, damaged or accessed by unauthorized third parties, pursuant to the measures described in Appendix "Security" of these Terms of Use. In this respect, each party undertakes to comply with article 32 of the GDPR. Designed 4 Work shall be entitled to modify the security measures set out in Appendix "Security" at any time, subject to informing the Customer and provided that such modification does not entail a lesser level of security and confidentiality of the Customer's Data.
- 10.10. Rights of data subjects: The Customer is responsible for providing the data subjects the information that they are entitled to in relation to the processing of their personal data.

Designed 4 Work shall assist the Customer, by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of its obligations to respond to requests for exercising the data subject's rights of access, rectification, erasure or opposition, right to restriction of processing, right to data portability, right not to be subject to an automated individual decision-making (including profiling), in accordance with Chapter III of the

GDPR. If such assistance should entail costs for Designed 4 Work, such costs shall be borne by the Customer.

If Designed 4 Work receives requests from data subjects to exercise the abovementioned rights, Designed 4 Work shall forward such request to the Customer.

- 10.11. Data breach: In the case of a personal data breach, Designed 4 Work shall without undue delay after having become aware of it, notify the personal data breach to the Customer and, if and as required by law and upon request from the Customer, assist the Customer in notifying such breach to the competent supervisory authority or to the data subjects. The Customer is solely responsible for such notification and assessing the legal requirements in this respect given the content of Customer's Data and the related risks.
- 10.12. End of the Agreement: In the event of termination or expiration of the Agreement, Designed 4 Work must delete all Customer's Data or return it to the Customer and delete all existing copies, unless the law requires that a copy be archived by the Customer.
- 10.13. Audit: Designed 4 Work undertakes to make available to the Customer and to any competent supervisory authority all documentation necessary to demonstrate compliance with the obligations laid down in this article and with its legal obligations regarding the protection of personal data and to allow for audits to that end, to the extent that it is required by law or by the relevant competent supervisory authority. If audits entail costs for Designed 4 Work, such costs shall be borne by the Customer. The Customer shall be responsible for the payment of any auditor appointed by the Customer and any other costs related to the audit.
- 10.14. Infringement of the GDPR: Designed 4 Work shall immediately inform the Customer if, in its opinion, an instruction of the Customer infringes on applicable data protection provisions.
- 10.15. DPIA and consultation of supervisory authority: Designed 4 Work shall assist the Customer if the Customer is required by law to carry out a data protection impact assessment and for the prior consultation of the supervisory authority if the data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the controller to mitigate the risk. If such assistance entails costs for Designed 4 Work, such costs shall be borne by the Client.
- 10.16. Records: Designed 4 Work shall maintain a record of the processing activities carried out on behalf of the Customer in accordance with article 30.2 of the GDPR.
- 10.17. The Customer undertakes to:
  - (a) provide Designed 4 Work with all necessary information for Designed 4 Work to be able to fulfil its obligations regarding the protection of personal data, either under this Agreement or pursuant to its legal obligations, in particular all information relating to the Customer's Data listed in article 10.3,
  - (b) document in writing all instructions concerning the processing or access to Customer's Data by Designed 4 Work,
  - (c) supervise and monitor the processing or access to Customer's Data, and
  - (d) remain solely responsible for (i) its use of the Service and of all other services under this Agreement, (ii) ensuring a level of security appropriate to the risks entailed by the processing of the Customer's Data, (iii) securing access to Customer's Data, (iv) backing up the Customer's Data and (v) exporting Customer's Data when necessary.
- 10.18. The Customer shall review and evaluate the security measures set out in Appendix "Security" of these Terms of Use, as well as the Subcontractors measures communicated by Designed 4 Work, and the signature of the Agreement shall entail acceptance by the Customer that such measures provide a level of security appropriate to the risks entailed by the processing of Customer's Data.
- 10.19. The Customer undertakes to inform all Users having access to the Service on its behalf or at its request of the methods of processing personal data indicated in this article.
- 10.20. Data processing carried out by Designed 4 Work as data controller:
  - (a) Purposes of the data processing: Designed 4 Work carries out on its own behalf and as data controller, the processing of personal data of the Agreement, as well as Customer's contact information, for the purpose of performing services related to the performance of the Service and managing relations with the Customer.
  - (b) Legal basis of the data processing: Customer's Data is processed pursuant to the following legal grounds:
    - (i) processing is necessary for the performance of the Service under the Agreement,
    - (ii) processing is necessary for the purposes of the legitimate interests pursued by Designed 4 Work, including Customer management.
  - (c) Personal data recipients: the personal data processed is only intended for the commercial, administrative and

technical services of Designed 4 Work and will not be communicated by Designed 4 Work to third parties. For the purpose of providing or paying for services related to the use of the Service, Designed 4 Work's service providers or subcontractors may have access to personal data to the extent necessary to provide such services and subject to appropriate confidentiality and security obligations.

- (d) **Data storage period:** Designed 4 Work keeps personal data for the duration of the business relationship and then for a period of five years from the end of the business relationship. In particular, data relating to the Customer's credit card information (card number and expiry date) provided as part of and for the purposes of subscribing to the Service shall be kept by the service provider concerned by the payment for the Service for three months from the date of expiry or termination of the Agreement and shall not be kept by Designed 4 Work. Information relating to the visual cryptogram is not kept beyond the completion of the first transaction.
- (e) **Transfer:** Designed 4 Work does not transfer personal data abroad except for the purpose of performing the Service through Google G Suite tools located in the United States. The protection of this data is ensured under the conditions provided for by Google G Suite Terms of Service, which the Customer can consult at the address indicated in clause 17.
- (f) **Data subjects' rights:** pursuant to the legal provisions in force, the persons concerned by the processing of personal data concerning them have a right of access, rectification and, in certain circumstances, erasure of such data. They also have the right, in certain circumstances, to request that Designed 4 Work limits the processing of their personal data and to receive the personal data they have provided to Designed 4 Work, in a structured, commonly used and machine-readable format.
- (g) **Contact:** persons concerned by the processing of personal data may request more information on their rights and how to exercise them by sending an e-mail to [dpo@designedforwork.com](mailto:dpo@designedforwork.com) For security reasons, Designed 4 Work reserves the right to ask them to prove their identity before allowing access to or changing data.
- (h) **Right to lodge a complaint:** persons concerned by the processing of personal data have the right to lodge a complaint with the competent supervisory authority of their country.

## **11. Term and Termination**

- 11.1. The Agreement shall come into force on the Activation Date, for the Trial Period, if the Order provides for a Trial Period, and thereafter for the Initial Term stipulated by the Order.
- 11.2. The Agreement shall be renewed automatically on the same terms and conditions for successive periods equivalent to the Initial Term, unless it is terminated by either one of the parties subject to giving at least thirty days notice prior to the next Renewal Date.
- 11.3. Should the Order stipulate an undetermined Initial Term, the Agreement may be terminated at any time by either the Customer or Designed 4 Work, subject to giving at least three months' notice, or any other notice period stipulated by the Order.
- 11.4. Either party may terminate this Agreement as of right, effective immediately:
  - (a) should the other party fail to perform its obligations under this Agreement, and should the other party fail to remedy the breach within thirty days following the written notification of the breach, without prejudice to any damages that the party which terminated the Agreement may also be entitled to claim;
  - (b) subject to the applicable laws and regulations, in case of insolvency or liquidation proceedings or amicable liquidation of the other party, any court decision appointing an administrator to administer all or part of its assets or activity, any collective proceedings being brought against it, or any other similar proceedings in the country in which it is based, whether these proceedings are brought at its own request or at the request of a third party, or if the other party is unable to pay its debts when due;
  - (c) in the event of a violation of articles 4 or 13 by either one of the parties;
  - (d) in accordance with article 9.2.
- 11.5. The Agreement shall be automatically terminated or suspended in case of termination or suspension, on any grounds whatsoever, of any services provided by Google that enable the Service to operate, whether these services are provided to the Customer or to Designed 4 Work, for instance if Google modifies or prevents access to the Service on a temporary or permanent basis.
- 11.6. All of the parties' rights and obligations under this Agreement shall cease at the date of termination or expiry of the Agreement, with the exception of the provisions which by nature shall survive such termination or expiry.
- 11.7. Should the Agreement expire or be terminated for any reason whatsoever, the Customer shall be entitled to

access the Customer's Data through the APIs that are made available by Designed 4 Work in the format described in the Documentation, for a period of three months. Designed 4 Work shall charge a fee for returning the Customer's Data in any other format or by any other means.

## 12. Limitation of liability

- 12.1. To the full extent permitted by law, the total liability of Designed 4 Work arising from or in relation to the Agreement may not exceed the Fee collected by Designed 4 Work under the Agreement over the twelve months prior to the event that gave rise to its liability.
- 12.2. To the full extent permitted by law, Designed 4 Work shall not be held liable for any loss of prospective or existing contracts, profits, income, savings, or data of any kind, for any business interruption or any costs for sourcing replacement products, technologies or services, or any loss or damage arising from a claim or action brought by a third party, for any indirect or consecutive loss or damage (and even in case of certain and foreseeable loss).
- 12.3. No action may be brought against Designed 4 Work in connection with the Agreement upon expiry of a period of one year after the occurrence of the causal event that gave rise to the action.
- 12.4. The Fee and any other sums payable by the Customer to Designed 4 Work reflect the allocation of the risk accepted by the parties under the Agreement, in particular the limitations or exclusions of liability or warranty stipulated by the Agreement. The limitations or exclusions of liability or warranty stipulated by the Agreement shall also be applicable to the insurers of the Customer and to any direct or subrogated claims from the Customer's insurers.

## 13. Confidentiality

- 13.1. For the purposes of this clause, the term « Confidential Information » shall mean any information concerning the parties or their activity, including any information of a commercial, financial, marketing or technical nature, any information relating to intellectual property rights, ideas, concepts, technologies, processes and know-how, research and development together with the Agreement and any information obtained in connection with the Agreement and its negotiation.
- 13.2. The parties shall each keep all Confidential Information strictly confidential, and shall only use it for the purposes of the Agreement, refraining from disclosing it to any third party without the prior consent of the other party which disclosed it to them, unless the information:
  - (a) was in the public domain on the date of its disclosure,
  - (b) was already known to the recipient party, which acquired it from a third party which validly disclosed it without being in breach of a confidentiality obligation,
  - (c) must be disclosed to a third party owing to an imperative law, a court decision or a decision issued by a competent public authority, provided that the party that received the Confidential Information informs the party that disclosed it beforehand, to the extent possible, in order to enable the latter to protect its interests.
- 13.3. To the extent that this is necessary for the performance of this Agreement, each of the parties may disclose the Confidential Information to its employees or subcontractors, subject to informing them about its confidentiality obligations under the Agreement and obtaining from them a commitment to comply with these obligations.
- 13.4. This confidentiality clause shall apply throughout the Term and for a term of five years after the termination or expiry of this Agreement.

## 14. Force majeure

- 14.1. Neither Party shall be responsible for a breach of its obligations or a delay in the performance of its obligations (save in respect of its payment obligations) if this breach or delay is due, wholly or partly, to circumstances of force majeure, the following events being considered as circumstances of force majeure in addition to any events considered as force majeure by the French courts: any natural disaster, fires, flooding, epidemics, wars, riots, popular unrest, strikes (even if these strikes affect the personnel of Designed 4 Work), any limitation in the speed or capacity of any telecommunications equipment or network used in conjunction with the Service, and any modification of the export or import regulations.

## 15. General

- 15.1. Neither party may assign, contribute or sublicense its rights or obligations under this Agreement, even in case of merger, demerger or transfer of all its assets and liabilities.
- 15.2. Designed 4 Work may assign or contribute this Agreement to any Affiliated Company (including by way of merger, demerger or transfer of all its assets and liabilities), and shall be released from all of its obligations under this



Agreement towards the Customer as of the notification of this assignment or contribution.

- 15.3. Designed 4 Work may subcontract all or part of its obligations under the Agreement, provided that it shall remain liable for the performance of these obligations by its subcontractor.
- 15.4. This Agreement sets out the entire agreement between the parties in connection with its subject-matter, and cancels and replaces any prior agreement, whether written or oral.
- 15.5. Should any of the provisions of the Agreement be declared null and void or invalid in any way whatsoever and on any grounds whatsoever, this shall not affect the validity of the other provisions of the Agreement, and the parties shall consult with one another in order to replace the null or void provision by another provision which has the closest possible economic effect.
- 15.6. Should either party not exercise, in whole or in part, any right, power or prerogative that is granted to it under this Agreement, this shall not be considered as constituting a waiver of said right, power or prerogative, which may be exercised at any time.

## 16. Applicable law and settlement of disputes

- 16.1. This Agreement shall be governed by French law.
- 16.2. Any dispute in RELATION with THIS AGREEMENT shall be exclusively submitted to THE JURISDICTION OF THE COURTS OF PARIS, INCLUDING, WITHOUT LIMITATION, ANY DISPUTE RELATING TO ITS INTERPRETATION, VALIDITY, PERFORMANCE OR TERMINATION, AND ANY SUMMARY PROCEEDINGS OR PROVISIONAL AND PROTECTIVE MEASURES NOTWITHSTANDING ANY NUMBER OF DEFENDANTS, ANY ACTION ON A WARRANTY OR GUARANTEE OR OTHER THIRD PARTY PROCEEDINGS AND ANY COUNTER-CLAIMS.

## 17. Definitions

- 17.1. In addition to the terms defined elsewhere in the Agreement, any terms beginning with a capital letter shall have the following meaning:
  - « **Appendix "Security"** » shall mean the security measures put in place by Designed 4 Work, as described at the following address: <https://www.designedforwork.com/security>.
  - « **Order** » shall mean the order for the Service placed by the Customer with Designed 4 Work or its Reseller.
  - « **Customer** » shall mean any entity which subscribes to or signs an Order for use of the Service and which is referred to as such in the Order.
  - « **Supported Platform** » shall mean the technical configuration that the Customer must possess in order to enable the Service to operate properly, as described in the Documentation.
  - « **Customer's Contact Person** » shall mean the Customer's contact person in charge of dealing with Designed 4 Work, as identified by the Customer in the Order.
  - « **Agreement** » shall mean the Agreement between Designed 4 Work and the Customer comprising these Terms of Use, the Order and all other terms and conditions to which these Terms of Use and the Order refer, being agreed that these Terms of Use shall take precedence over the Order in case of any contradiction between the two, unless the Order provides otherwise.
  - « **Renewal Date** » shall mean the expiry date of the Initial Term, and thereafter the expiry date of any successive period of renewal of the Term.
  - « **Activation Date** » shall mean the date on which the Service begins, as stipulated by the Order.
  - « **Designed 4 Work** » shall mean Designed 4 Work, a French société par actions simplifiée, with a share capital: € 40,000, having its registered address at 34, rue Godot de Mauroy, 75009 Paris, France and registered under no. 813 685 294 RCS Paris.
  - « **Documentation** » shall mean the technical information on the Service published by Designed 4 Work, available at the following address: <https://www.designedforwork.com/documentation>.
  - « **Customer's Data** » shall mean the data (including the personal data), documents, content, and information recorded, generated, transmitted or displayed by the Customer or the Users via the Service in Google Drive (™) or any other medium operated by Google, as well as the personal data of the Users.
  - « **Term** » shall mean, if provided by the Order the Trial Period, followed by the Initial Term, as well as any successive period of renewal.
  - « **Initial Term** » shall mean the initial term of the Agreement as set out in the Order, starting on the Activation Date.
  - « **Open Source Elements** » shall mean all elements, programmes or components integrated into the Service and subject to a free or Open Source license, under the terms of an « Open Source » licence approved by the Open Source Initiative.

- « **Google** » shall mean the entity of the Google group with which the Customer has subscribed to the Google Apps (™).
- « **Google Apps (™)** » shall mean the applications and services provided by Google in accordance with the Google Apps for Business (Online) Agreement or the Google Apps for Business via Reseller Agreement.
- « **Google Drive (™)** » shall mean the Google Apps (™) service offering notably document storage services.
- « **Google Cloud Platform (™)** » shall mean the hosting platform operated by Google in accordance with the Google Cloud Platform Terms of Service.
- « **Google Cloud Platform Terms of Service** » shall mean the terms and conditions that govern the services provided by Google on the Google Cloud Platform, available at the following address: <https://cloud.google.com/terms/>.
- « **Google Apps for Business (Online) Agreement** » shall mean the terms and conditions governing the services relating to Google Apps (™) provided by Google, available at the following address: [https://www.google.com/intx/en/work/apps/terms/2013/1/premier\\_terms.html](https://www.google.com/intx/en/work/apps/terms/2013/1/premier_terms.html).
- « **Google Apps for Business via Reseller Agreement** » shall mean the terms and conditions governing the services relating to Google Apps (™) provided by Google via a Reseller, available at the following address: [http://www.google.com/apps/intl/en/terms/reseller\\_premier\\_terms.html](http://www.google.com/apps/intl/en/terms/reseller_premier_terms.html).
- « **Google Apps Marketplace Terms of Service** » shall mean the terms and conditions governing the services that are subscribed to through the Marketplace, available at the following address: <https://developers.google.com/apps-marketplace/terms/>.
- « **Technical Support Service Guidelines** » shall mean the terms and conditions governing the support and maintenance services provided by Designed 4 Work, available at the following address: <https://www.designedforwork.com/tssg>.
- « **Scheduled Maintenance** » shall mean the scheduled maintenance carried out by Designed 4 Work and defined in accordance with the terms stipulated by the Technical Support Service Guidelines.
- « **Marketplace** » shall mean the « Google Apps Marketplace (™) » application operated by Google.
- « **Trial Period** » shall mean the period defined in the Order, where applicable, during which the Service is provided free of charge to the Customer in order to be assessed by the Customer.
- « **Fee** » shall mean the remuneration for the Service as set out in the Order.
- « **Reseller** » shall mean the Reseller of the Service who is paid directly by the Customer to access to and use the Service.
- « **Service** » shall mean any application or service published by Designed 4 Work to complement a Google Apps (™) application or service, which is subscribed to by placing an Order, as further described in the Documentation.
- « **SLA** » shall mean the service level agreement which Designed 4 Work has committed to, as described at the following address: <https://www.designedforwork.com/sla>.
- « **Standard Support** » shall mean the support services provided by Designed 4 Work within the scope of the Service, in accordance with and defined in the Technical Support Service Guide.
- « **End User(s)** » shall mean the individuals who are employed by the Customer and who are authorised by the Customer to use the Service.
- « **Administrator(s)** » shall mean the individuals who are employed by the Customer and who are authorised by the Customer to administer the Service.