

General Terms & Conditions of Service

1. Introduction

1.1 These General Terms & Conditions of Service (“General Terms”) that includes the Data Processing, and Schedules of this Agreement (the “Product Terms”) govern the relationship between you and us. By subscribing to any of our Products, you agree to be bound by these General Terms.

1.2 In the event of a conflict or any inconsistency between these documents, the following order of precedence shall apply:

1.2.1 Your Convelio Professional Services Agreement (if any);

1.2.3 General Terms including the Data Processing;

1.2.4 Schedules of this Agreement (the “Product Terms”), unless stated within any of the Product Terms that they take precedence over the documents listed above;

1.2.5. Any other relevant Convelio Product Terms & Conditions.

2. Definitions

2.1 Terms used in this Agreement

“Acceptance” refers to your acceptance of the terms of this Agreement in accordance with clause 3;

“Agreement” refers to these General Terms and Data Processing, the relevant Product Terms, Convelio Professional Services Agreement (if applicable) and any other relevant Convelio Product Terms & Conditions;

“Billing Period” refers to the duration of subscription services covered by a specific invoice;

“Business Day” refers to any day except Saturday, Sunday, statutory public holidays in France, Christmas Eve, and New Year's Eve, when our offices are closed;

“Buyer” refers to an individual or entity customer using an eligible payment method to purchase goods or services from you;

“Confidential Information” of each party refers to all information, in any form, that is disclosed, made available by, or otherwise originates from the party in connection with this Agreement. This includes the terms of the Agreement and, in the case of our Confidential Information, all details related to the specification and performance of the Products. However, Confidential Information does not include information that: (i) is publicly available at the time of disclosure; (ii) enters the public domain after disclosure without a breach of this Agreement; (iii) was already in the receiving party’s possession at the time of disclosure; (iv) is obtained from a third party not bound by confidentiality obligations; or (v) is trivial or obvious;

“Content” refers to any photographs, images, text, artwork, files, programs, sound, graphics, video, data, or similar materials that you upload to your Products or store using our services, including any such material uploaded on your behalf by an authorized third party;

“Convelio Group” refers to any legal entity for which Convelio SAS (France) is the ultimate parent company;

“Convelio SAS”, “us”, “we”, “Convelio” refers to Convelio SAS incorporated and registered in France (832076269) whose registered address is 64 rue Saintonge 75003 Paris, France;

“Customs Management System” or “CMS” refers to the Products, with features to be defined and *introduced in the future*;

“Data Protection Legislation” refers to the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any other directly applicable European Union regulation relating to privacy.

“Data Subject”, “Personal Data”, “Controller”, “Processor” and other terms defined in the GDPR have the meaning set out in Article 4(1) of the GDPR;

“Downgrade” refers to the decision to switch from a higher to a lower specification of the Product;

“Excluded Event” refers to any of the following circumstances: (i) User incompetence, misuse, errors, erroneous data, or incorrectly prepared data related to the Products; (ii) Failure to access or use the Products in accordance with this Agreement, relevant documentation, or our instructions; (iii) Any change, addition, or modification to the Products or their operating environment outside our standard procedures, made by you or at your request; (iv) Any alteration, addition, modification, or repair to the Products not carried out by us; (v) Use of the Products in combination with unapproved systems, software, or equipment owned by you or a third party; (vi) Defects, delays, or failures in telecommunications networks, or failures in your hardware or other systems; (vii) Any performance or availability issues related to the Products caused by factors beyond the hardware, software, networks, databases, or IT infrastructure owned or controlled by us;

“Financial Distress Event” occurs when you receive a demand for repayment of lending facilities or when we determine, at our discretion, that: (i) Your financial position has deteriorated to the extent that your ability to pay the Fees or comply with the terms of this Agreement is at risk; or (ii) You take steps in anticipation of, or have no realistic prospect of avoiding, an Insolvency Event;

“Insolvency Event” refers to any of the following actions, proceedings, or circumstances involving you: (i) Any corporate action, application, petition, order, or proceeding related to a composition, compromise, or arrangement with your creditors, including any restructuring plan, scheme of arrangement, voluntary arrangement, or moratorium; (ii) Winding-up (except for a bona fide solvent reconstruction or amalgamation), dissolution, administration, bankruptcy, or receivership; (iii) The appointment of a receiver or manager over any part of your undertaking, assets, or income; (iv) Inability to pay debts as they fall due or cessation of trade; (v) Any distress, execution, or other legal process against your assets that is not discharged or settled within three Business Days; or (vi) Any similar event occurring under the laws of the jurisdiction where you are incorporated, reside, or conduct business;

“Inventory Management Software” or “IMS” refers to the Products whose features are described in Schedule 1;

“Liability” refers to all forms of liability we have or may have in connection with this Agreement, the Products, and any support services. This includes, but is not limited to: (i) Liability for or arising from breach of contract, repudiation, renunciation, restitution, misrepresentation, negligence, other torts, or breach of statutory duty; (ii) Liability under any indemnity or arising from any express right or remedy; (iii) Liability due to any total or partial failure or delay in the supply of the Products and support services; and (iv) Liability arising from deliberate actions or omissions, regardless of the extent of their impact;

“Media” refers to any method or channel used to convey information, whether existing or developed in the future;

“Payment Service” refers to the third-party organization that facilitates the acceptance of electronic payments from Buyers;

“Personal Data” has the meaning assigned in the Data Processing;

“Product” refers to an ongoing subscription service provided by us, which you choose to purchase, as further detailed in the relevant Product Terms;

“Professional Services” refers to any one-off service offered to you under a separate Professional Services agreement, including but not limited to onboarding, data migration, training, and consultancy work;

“Restricted Transfer” refers to the transfer of Personal Data from you to us, or from us to a third-party processor, where such transfer would be prohibited under Data Protection Legislation without the implementation of SCCs or other appropriate safeguards;

“Standard Contractual Clauses (SCC)” refers to the European Commission's Standard Contractual Clauses for transferring Personal Data from the European Union to processors in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU;

“Services” refers to all Products and other services described in this Agreement;

“Service Commencement Date” refers to the date on which we begin providing services under this Agreement;

“Subscription Management System” refers to the system we use to process subscription invoices and payments;

“Upgrade” refers to the decision to switch from a lower to a higher specification of the Product;

“Working Hours” refers to our advertised business hours, currently Monday to Friday, 9:00 – 17:30 (Paris time), subject to updates;

“You” refers to the client who has purchased a Product and is party to this Agreement.

2.2 Unless expressly stated to the contrary in this Agreement:

2.2.1 Words in the singular include the plural and vice versa; words referring to any one gender include all genders and vice versa; and references to persons include individuals, partnerships, corporate entities, and unincorporated associations;

2.2.2 A reference to a recital, clause, or Schedule refers to a recital, clause, or Schedule within this Agreement, and a reference to a sub-clause refers to a sub-clause within the clause in which the reference appears;

2.2.3 Any words or phrases following terms such as “including,” “include,” “in particular,” “for example,” or any similar expression are illustrative and do not limit the meaning of the preceding words, descriptions, definitions, phrases, or terms where a broader interpretation is possible; and

2.2.4 Any words or phrases preceding terms such as “other,” “otherwise,” or any similar expression are illustrative and do not limit the meaning of the words, descriptions, definitions, phrases, or terms that follow, where a broader interpretation is possible.

3. Term and Commencement

3.1 This Agreement shall commence from the date that you confirm your acceptance when purchasing any Products from us.

3.2 We will notify you in writing of the Service Commencement Date. We will use reasonable endeavors to commence provision of the Products within five Business Days of receipt of your first payment. However, where we are performing onboarding services (including, data migration, or other implementation services) or where you have to take steps in order for the Product to be operational the period between the first payment and the Service Commencement Date may be longer.

4. Products

4.1 Subject to you paying the Fees for the Products you select, we shall provide the Products in accordance with this Agreement from the Service Commencement Date.

4.2 These General Terms apply to all Products provided by us. Specific Product Terms will apply depending on the Product or Products you have chosen. The Product Terms appear in the schedules to these General Terms in addition to the Product key features where relevant:

4.2.1 Inventory Management Software Terms (Schedule 1);

4.2.2 Customs Management System Terms (*Schedule to come*).

4.3 We shall perform our obligations under this Agreement with reasonable care and skill.

4.4 We do not warrant the continuous, uninterrupted, error free operation of the Products.

5. Payment

5.1 Our Fees

5.1.1 Our Products are charged for on a recurring basis, in advance.

5.1.2 You may add additional Products at any time. The applicable fees are set out on our website or are available on request.

5.1.3 All fees are exclusive of applicable taxes, which shall be payable by you in addition, wherever relevant at the rate and in the manner prescribed by law.

5.2 Fee changes

5.2.1 We may increase our fees at any time at our sole discretion, giving no less than 30 calendar days' notice. Price increases will come into effect at the beginning of your next Billing Period.

5.2.2 Separately, our fees will be subject to an annual increase in line with inflation ("Inflation Price Rise"). The Inflation Price Rise will be capped at the France CPI ("Consumer Prices Index") measure plus two percentage points (as published by Insee under the idbank 001763866 for the prevailing period). You agree for the Inflation Price Rise to be automatically applied each year. For the avoidance of doubt, there will be no corresponding price decrease if there is a decrease in the France CPI over any such period.

5.3 Payments

5.3.1 Payment of our invoices is due on receipt unless stated otherwise. Product subscription invoices will typically be issued one week in advance of commencement of your next Billing Period. We may charge you additionally on an interim basis on certain occasions either in accordance with this Agreement, or under certain other circumstances (which we will communicate to you separately).

5.3.2 We use a third party Subscription Management System to process subscription payments.

5.3.3 Payments must be made by Direct Debit, ACH or by credit or debit card. You must keep an active payment method on file with our Subscription Management System and you authorize us to take automatic payments on all future subscription billing cycles. We do not accept payment by cheque.

5.3.4 If you delete or fail to update your payment details, we may revoke your access to the Products if the issue is not resolved within 15 calendar days of receiving notification. If the issue remains unresolved after this period, we reserve the right, at our sole discretion, to terminate this Agreement.

5.4 Late Payment

5.4.1 Any delay in payment for amounts overdue by more than 7 calendar days automatically entails the payment of interest of an amount equivalent to five (5) times the legal interest rate as well as a lump sum indemnity for recovery costs in the amount of 40 euros in accordance with the provisions of Articles L.441-10 and seq. and D.441-5 of the French Code of Commerce without prejudice to possible compensation under the conditions of law of any other damage suffered by us as a result of this delay. No discount for anticipated payment.

5.4.2 We will use reasonable endeavors to contact you in the event of a late payment, using the email address you have provided to us on our Subscription Management System. It is your responsibility to keep these contact details up-to-date.

5.4.3 If an invoice remains outstanding for more than 7 calendar days, we reserve the right to suspend access to the Products and to charge a reactivation fee in addition to the outstanding invoice amount if you wish to access your Products in the future.

5.4.4 We may refer unpaid debts to a debt collection agency, which may charge additional fees for debt recovery that you agree to pay. If no fees are charged to you by the agency, you must reimburse us for any recovery fees we have paid to the agency if we continue to provide our services.

5.4.5 If a payment remains overdue for 30 calendar days, we reserve the right to terminate this Agreement and delete your data from our systems.

6. Our Undertakings and Level of Service

6.1 Users

6.1.1 You may increase the number of users for the Products you use under the terms specified in the relevant Product Terms. You agree to pay for any additional users exceeding your package allowance, as outlined in the applicable Product Terms. Invoices may be issued retroactively for additional users added beyond the allowed limit for the respective Product.

6.2 Hosting and connection

6.2.1 We will use reasonable endeavors to provide an uptime 97% of the time each calendar year. This means that Downtime will not exceed 3% of the time during any calendar year. "Downtime"

means periods of time when the Products are not available to you. It does not include any periods when the Products are not functional or not available as a result of:

1. any maintenance or delivery of scheduled updates carried out in accordance with the below paragraph sub-clause 6.2.2; or
2. an Excluded Event.

6.2.2 We may interrupt availability of the Products:

1. to undertake scheduled or emergency maintenance or deliver scheduled updates but will use reasonable endeavors to provide you with at least 24 hours' notice by email;
2. at any time to perform emergency maintenance without notice but will use reasonable endeavors to provide notice to you by email.

6.2.3 Our servers are housed in secure facilities with high-speed connections, 24/7 security, and safeguards against fire, power failure, hacking, and unauthorized access. We maintain secure, real-time global access to our servers to monitor issues and identify any disruptions in internet traffic.

6.2.4 We will make reasonable efforts to ensure that the Products maintain a reliable service connection capable of handling internet traffic. However, internet speed and availability may be affected by hardware and connections beyond our control. We are not liable for connection issues occurring upstream of our servers, including DDOS attacks, disruptions in the infrastructure of our global technology partners, or issues with common internet services such as the domain name system (DNS).

6.2.5 We will use reasonable endeavors to investigate and report back to you within 72 Working Hours regarding any problems you experience with your connection to our servers, should your problem not be relating to an Excluded Event.

6.3 Technical Support

6.3.1 Subject to the plan you have selected and the payment of any applicable fees, support is available if one of your users has problems using the features of the system or for items that may not be explained with sufficient clarity by our training materials. Any request should be submitted to support@convelio.com.

6.3.2 The support services do not include:

1. diagnosis or rectification of problems associated with the other systems, software or equipment of you or any third party;
2. customization or configuration services in respect of the Products;
3. IT consultancy services;
4. the rectification of errors that do not significantly impair or affect the operation or performance of the Products;
5. support rendered more difficult by an Excluded Event;
6. operational advice and assistance to users;

7. training services (including video calls and screen shares); or
8. the preparation, formatting and testing of client data for data migration purposes.

6.3.3 We reserve the right to charge for support that does not relate to the functioning of the Products or our servers in 15-minute increments at an equivalent to our standard hourly rates plus applicable taxes, for more information please contact support@convelio.com.

6.3.4 Please refer to individual Product Terms for the level of support included for each of the individual Products you have purchased. We can only provide support to your employees with a valid, named user login.

6.3.5 We will use reasonable endeavors to respond within 24 Working Hours to you about any problems you report. If the investigation requires a specialized member of the team we will respond initially but may require additional time to adequately look into the issue raised.

6.3.6 Front line support is available from our teams working (Paris) business hours. Some issues may need to be referred to development teams in the France meaning the difference in time zones could delay resolution. A reduced level of support is available over the Christmas period and during public holidays in France.

6.3.7 For urgent support, every effort will be made to assign a suitable technician outside Working Hours.

6.3.8 If a fault renders a Product unusable for all users due to speed issues, login failure, or lack of connection, we will prioritize resolving the issue, except in cases where the fault persists upstream of our servers.

6.4 Defects

6.4.1 We will investigate any suspected defects within a reasonable timeframe. If the issue is determined to be caused by faulty code or database interaction, we will assess its severity and provide a remedy or workaround based on the business impact to you. We will make all reasonable efforts to resolve defects that significantly impair your ability to operate as quickly as possible. The classification of defects will be determined solely at our discretion, considering the overall impact on our customer base and the risks associated with deploying changes to our production systems.

6.4.2 Where there is no actual coding or serving malfunction but it is established that the Product does not provide the function you require or do so in what you consider the best way, we will try to offer advice.

6.5 Feature requests

6.5.1 We welcome client feedback on feature requests. All feedback will be evaluated as part of our broader development roadmap, with proposed changes considered in alignment with our overall company strategy.

6.6 Beta and pre-release software

6.6.1 We may offer you the opportunity to test beta or pre-release software within the Products covered by your subscription. Such software may contain bugs or limitations that could impact performance. While we welcome feedback, we do not guarantee that bug fixes will be implemented or that the software will be released. Beta and pre-release software is excluded from the Defects clause (Clause 6.4) of this Agreement. We reserve the right to withdraw beta or pre-release software

at any time and disclaim all Liability related to your use of such software to the maximum extent permitted by law.

6.7 Upgrades / Downgrades

6.7.1 If you choose to upgrade your subscription, the changes will take effect within a reasonable timeframe. An interim invoice will be issued for the remaining subscription period, with the adjustment reflected in your next subscription invoice.

6.7.2 If you choose to downgrade your subscription, the changes will take effect at the start of your next Billing Period and will be reflected in your next subscription invoice. No partial refunds will be issued for subscription periods already paid following a downgrade. To enact the change, you must provide at least 30 calendar days' notice before the start of the next Billing Period.

6.8 Modifications

6.8.1 We may make necessary modifications to the Products from time to time. We do not offer ad-hoc modifications to any of our subscription Products.

6.9 Training

6.9.1 We may provide training materials which are available for the Products via our Support Website <https://help.convelio.com/en>.

6.9.2 Unless agreed with in writing, no formal group or one-to-one training is included in the cost of any Product. Training sessions can be scheduled in advance and are charged at our standard hourly rates, typically via screen-sharing sessions unless agreed otherwise by prior arrangement. For more information please contact www@convelio.com.

6.10 Limited warranty

6.10.1 We warrant that the Products provided will substantially conform to the advertised specifications, and exclude, to the fullest extent permissible by law, all other warranties including those implied by statute. Our entire liability and your sole and exclusive remedy for any breach of the foregoing limited warranty will be, at our option, partial refund of the subscription license fee or repair to the defective Product.

6.10.2 We shall not be in breach of the limited warranty above and shall have no obligation under the limited warranty above if the claim results from:

1. damage to Products, including the accidental or deliberate destruction of or damage to the Products;
2. any failure to setup, use or maintain the Products in accordance with our instructions and any documentation provided by us; or
3. any alteration, modification or repair to the Products other than that carried out by us, or third parties nominated or approved in writing by us.

6.10.3 We shall have no Liability under the limited warranty above (or any other warranty, condition or guarantee) while any sum is overdue from you to us.

6.10.4 We reserve the right to modify specifications and/or the Products as necessary to comply with applicable legal requirements (including statutes, regulations, directives, and third-party rights) or to make changes that do not materially impact their quality or performance.

6.11 Limitation of remedies and damages

6.11.1 Notwithstanding any other provision of this Agreement, but subject to the paragraph below, we shall have no Liability, in each case whether suffered by you or a third party, for any:

(i) direct or indirect loss of or damage to:

- (a) profit;
- (b) revenue;
- (c) production;
- (d) business;
- (e) contracts;
- (f) opportunities;
- (g) anticipated savings;
- (h) data (subject to clause 6.13.2);
- (i) goodwill;
- (j) reputation;
- (k) use; or

(ii) indirect or consequential loss or damage; or

(iii) loss or damage suffered by you as a result of a claim brought by a third party.

6.11.2 Our Liability shall not be limited or excluded by any provision of this Agreement or otherwise to the extent prohibited or limited by law and in particular nothing shall exclude or limit our Liability:

1. for death or personal injury caused by its negligence to the extent prohibited by law; or
2. for fraudulent misrepresentation or other fraud.

6.11.3 Subject to both paragraphs above, our total aggregate liability to you in respect of all claims of any kind arising shall be limited to the greater of €300 (three hundred Euros); or a sum equal to 100% of any fees paid by you to us for the software component that caused the damages capped at one year's subscription costs paid.

6.12 Backups

6.12.1. Database Backups: We perform daily backups of the database to ensure data integrity and recovery. A maximum of seven (7) backups is retained at any given time. Each new daily backup replaces the oldest backup, ensuring a rolling seven-day retention period.

6.12.2. File Storage and Recovery: Files stored in buckets are not subject to automated backups; however, they are managed to ensure availability and redundancy where applicable. In the event of file removal, restoration of deleted files may be possible for up to seven (7) days from the removal date.

6.12.3. Limitations and Disclaimer: While we take reasonable measures to protect and back up data, we do not guarantee the retrieval of all deleted or lost files. Users are encouraged to maintain their

own backups for critical data, as we are not liable for any data loss beyond the stated backup retention period.

6.13 Exported data

6.13.21 Upon termination, we can at your request provide a quotation to export a full copy of your data including stored data tables, images at the resolutions that we store them and uploaded documents.

6.13.2 You will be required to provide us with the details of an online storage bucket to receive your files.

6.13.3 Exports of this kind must be scheduled around other projects and are charged at our standard hourly rate. Costs will vary depending on the size of the files. There may be an additional charge depending on the storage service that we deliver your data to. For more information please contact support@convelio.com.

6.13.4 Any additional consultation work, following the delivery of your export, will require a new contract to be agreed between you and us.

6.14 Professional conduct

6.14.1 We do not accept unprofessional behavior from our employees or our clients.

6.14.2 Please report any problem you encounter relating to the behavior, actions or inactions of our employees. We will investigate any report made and take action which we deem appropriate.

6.14.3 Failure to treat our team with courtesy and respect may result in a temporary withdrawal of support or a request to change the designated contact at your organization. In certain cases, we reserve the right to permanently withdraw support or terminate your subscription.

6.15 Contractual & legal amendments

6.15.1 The terms and conditions of this Agreement are legally binding. It is not our standard policy to negotiate on these terms. Any requests for legal or contractual negotiation will require work from at least one of our directors and external legal representation. You will be responsible for all costs we incur in dealing with and effecting any request by you to negotiate the terms of the Agreement at our executive hourly rate. For more information contact support@convelio.com.

6.16 International Security Measures

6.16.1 We are not liable if the performance of the Products is impacted by security measures enforced by your geographical location.

7. Confidentiality

7.1 Without limiting either party's rights and remedies, each party shall treat the other's Confidential Information as confidential and shall not disclose it to any third party or use it for any purpose other than fulfilling this Agreement, except with the other party's written consent.

7.2 Nothing in this Agreement shall prevent a party from disclosing Confidential Information:

7.2.1 to those of its officers and employees reasonably required to have the same in order for such party to perform its obligations under this Agreement provided that such party shall procure that such officers and employees comply with the provisions of this clause;

7.2.2 to its solicitors, accountants, surveyors, insurers and other professional advisors under an obligation of confidentiality; and

7.2.3 as is required to be disclosed by a party by an order of any court of competent jurisdiction or in connection with any proceedings of any such court or otherwise by force of law or regulation having the force of law or the rules of any regulatory authority.

7.3 You permit us to make reference to you as a customer of ours in our publicity materials.

8. Data Processing

8.1 The data you add or commission us to import onto your system belongs to you. We shall be entitled to store, copy and use the data to the extent necessary to fulfil our obligations and exercise our rights under this Agreement. We may need to interrogate it or process its data in order to execute a support task or provide features, reports or metrics for your exclusive use. We may also gather generalized information about the size or quantity of data or levels of activity in order to help make sure that we have adequate server resources available. We may use your anonymized data to understand Product usage and market trends. This use will not reveal any information externally to the Convelio Group which can be directly associated to your business. This use may take place during or after the expiry of this Agreement, for any reason whatsoever unless:

8.1.1 a third-party supplier is being used to help us provide your Product, for example:

(a) we use a third-party provider to send emails

(b) 1. Client-Uploaded PDF Documents: Clients may upload PDF documents to insert data into our databases. Uploaded files are processed and stored in accordance with our data security and privacy protocols. Once the relevant data is extracted and stored in the database, the original uploaded PDF files may be retained or deleted based on operational requirements.

2. Data Integrity and Disclaimer: While we strive to maintain secure and efficient PDF processing, we cannot guarantee the availability or accuracy of data extracted from uploaded files. Clients are responsible for ensuring that the PDFs they upload are accurate, virus-free, and comply with our Acceptable Use Policy.

(c) we use a third party website analytics provider for website analytics on websites sold as public-facing

OR

8.1.2 in order to provide support to the Products (e.g. investigating queries you have raised, test functionality we have developed for you or that is not yet on general release, or investigating issues that may affect you) where we may also use a third-party supplier;

OR

8.1.3 in order to provide data synchronization services to third parties that you have specifically requested;

OR

8.1.4 if we are required to by law or some legal process.

8.2 We will only make copies of your data to provide backup services, for testing or for development work you have requested. Your data will be held only on our servers in secure facilities, our backup servers, or on Convelio computers with appropriate security measures in place.

8.3 In order to streamline the uploading and serving of images and documents for the Products we use third-party cloud-based services. Transmission to and from these services is securely encrypted and where possible, the data is encrypted in storage.

9. Termination

9.1 You may terminate your subscription to any Product by providing written notice at least 30 calendar days before the start of the next Billing Period. Termination will take effect at the beginning of the next Billing Period. No refunds will be issued for subscription periods already paid, and any outstanding amounts will become immediately due upon termination of this Agreement.

9.2 We may terminate this Agreement at any time where you suffer an Insolvency Event or a Financial Distress Event.

9.3 We may terminate your access to any or all of the Products at any time, without notice, in the event of non-payment of our invoices in accordance with clause 5.4, for any other breach of this Agreement or a failure by you (in our sole opinion) to comply with applicable laws or where your conduct has or is likely to have a detrimental impact on our reputation.

9.4 You agree that we shall not be liable to you, or any third party, for any termination of your access to the Products.

9.5 Where invoices are not paid within 7 calendar days of the due date but are paid within 30 calendar days of the due date, we can attempt to reinstate an account suspended pursuant to clause 5.4 following the receipt of all outstanding subscription fees and a reactivation fee.

9.6 We may terminate a part or whole Product subscription at our discretion, by giving you no less than 30 calendar days written notice before the start of the upcoming Billing Period. Termination will come into effect at the start of the next Billing Period.

9.7 Upon termination or expiry of this Agreement:

9.7.1 all rights to access and use the Products granted by us under this Agreement and your access to the Products (including access to the Content) shall cease;

9.7.2 we shall issue an invoice in respect of all outstanding charges, and you shall pay such invoice in accordance with clause 5.3;

9.7.3 upon the expiry of 10 calendar days following such termination or expiry, we may destroy any of the Content in our possession.

10. Your Undertakings to Us

10.1 Security

10.1.1 You agree:

(a) to set up and maintain your administrative log-in and all your users' login accounts with relevant privileges.

(b) to accept responsibility for keeping log-in details safe and ensuring that passwords are sufficiently strong.

(c) to store your administrative login ID and passwords securely and notify us immediately if you think your administrative login ID and passwords are no longer safe. Users are responsible for all activities which take place when your credentials have been used, whether authorized or not.

(d) that we cannot change your passwords or add or edit user records or change privileges without written authority on letterhead paper from the verified business owner or a verified director.

(e) that we cannot at any time be liable to rectify any malicious or negligent damage by anyone using an authorized login ID and password.

(f) that any work required by us to restore data as the result of a breach caused by you will be chargeable in its entirety at our standard hourly rate. For more information, please contact support@convelio.com.

(g) that you may not use another person's user details at any time, with or without their express permission.

(h) that we reserve the right to withdraw administrative access and suspend your account without notice if suspicious behavior is detected, including but not limited to a suspected attack on the Products or their integrity.

(i) that your system administrators must make all necessary changes to add, remove and edit user permissions. If an administrator leaves your organization, it is essential that another user has administrative access to remove their access and set up replacement users.

10.2 System requirements

10.2.1 To ensure that the Products offer full functionality, you agree to use a device, operating system and browser that meet our minimum system requirements. We are not responsible and we have no liability if the Products do not work optimally and data is damaged or lost if you do not adhere to the minimum system requirements.

10.3 DNS Settings

10.3.1 Some of our Products require you to adjust the relevant settings on your domain name system (DNS) registrar account. In these cases we will provide instructions on which settings need to be changed and how. You are responsible for making these changes. We will delay or revoke your access to these services until you have made the necessary adjustment to your settings.

10.4 Your Obligations

10.5.1 We shall not be in breach of this Agreement and shall not be liable to you in respect of any failure or delay on our part to perform our obligations under this Agreement to the extent that such failure is a result of:

1. a failure or delay by you in performing any of your obligations under this Agreement;
2. any negligent, tortious or unlawful act of you or your personnel; or
3. our complying with any instruction or request by you.

11. Privacy and Data Protection

11.1 Privacy

11.1.1 For information about how we collect, use, share or otherwise process information about you please read our main Privacy Notice [here](#).

11.2 Data Processing and Protection

11.2.1 Our Data Processing and Protection sets out your and our obligations in relation to data protection and is hereby incorporated into this Agreement. By Data processing and Protection, we refer to processing Personal Data as necessary to provide the Services to you and comply with its obligations under this Agreement.

(a) Personal Data types include identity data (first name, last name, title, job title, employer), contact and location data (home address, work address, email addresses, telephone numbers, IP address (for technical and security reasons), transaction data (purchase history, offers made, offers received) and interests data (art collection, collecting interests, art for sale or to sell)

(b) Data subject categories include Data Controller's employees, agents, advisors and freelancers, including Data Controller's authorized users to the Services; Data Controller's customers, prospects, professional contracts and suppliers; Data Controller's website visitors, mailing list subscribers; Employees, agents and freelancers of Data Controller's customers, prospects, professional contracts and suppliers

11.2.2 Both parties shall comply with all applicable requirements of the Data Protection Legislation when performing their duties or exercising their rights under this Agreement. This Agreement supplements and does not relieve, remove, or replace any party's obligations under the Data Protection Legislation.

11.2.3 The parties acknowledge that for the purposes of the Data Protection Legislation, in respect of any personal data that is processed by us on your behalf in the course of providing the Services, you are the controller and we are the processor (where Controller and Processor have the meanings given to them in the Data Protection Legislation). Schedule 1 sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of Personal Data and categories of Data Subject.

11.2.4 Without prejudice to the generality of clause 11.2.2, you will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this agreement and its data processing.

11.2.5 Without prejudice to the generality of clause 11.2.2 we shall, in relation to any Personal Data processed in connection with the performance by us of its obligations under this agreement:

(a) process that Personal Data only on your written instructions unless we are required by Applicable Laws to otherwise process that Personal Data. Your instructions shall be contained in or be given in accordance with this Agreement;

(b) where we rely on the laws of a member state of the European Union or the law of the European Union as the basis for processing Personal Data, promptly notify you before carrying out the processing required by the Applicable Laws, unless those Applicable Laws prohibit us from doing so;

(c) Take all reasonable steps to ensure the reliability of personnel with access to or processing Personal Data. Ensure that all such personnel are bound by confidentiality obligations and that access

to Personal Data is restricted to individuals who require it for the purposes of this Agreement and compliance with Applicable Laws;

(d) ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it);

(e) not enter into any Restricted Transfer unless the following conditions are fulfilled:

(i) the transfer is made to an adequate country or we have provided appropriate safeguards within the meaning of Data Protection Legislation;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

(f) comply with reasonable instructions notified to it in advance by you with respect to the processing of the Personal Data;

(g) assist you, at your expense (except where such assistance is required due to our breach of obligations under this Agreement, in which case the costs will be borne by us), in responding to any request from a Data Subject and ensuring compliance with obligations under the Data Protection Legislation, including those related to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators;

(h) notify you without undue delay upon becoming aware of a Personal Data breach and provide you with all information required under Article 33 of the GDPR, if necessary, in phases;

(i) reasonably cooperate with you in handling a Personal Data Breach, taking prompt and reasonable steps to mitigate its effects and minimize any resulting damage;

(j) at your written direction, delete or return Personal Data, including any copies, upon termination of this Agreement, unless Applicable Law requires the retention of the Personal Data.

11.2.6 We shall maintain complete and accurate records and information ("Records") to demonstrate its compliance with this Agreement and will allow you by your own personnel or by an independent auditor, who shall enter into a confidentiality agreement with you, to access to all such Records during the term of this Agreement and for six months after termination provided:

(a) any such access for the purposes of auditing or otherwise inspecting the Records shall be on not less than fourteen (14) days written notice at any time during normal business hours and not more than once during any twelve (12) month period unless:

(i) you have reasonable grounds to suspect that a Personal Data breach has occurred; or

(ii) you are required or requested to carry out an audit by Data Protection Legislation or a regulatory authority responsible for the enforcement of Data Protection Legislation in any country;

(b) you shall make (and shall ensure that any independent auditor makes) reasonable endeavors to avoid causing any damage, injury or disruption to our premises, equipment, personnel and business during the audit;

(c) you shall submit a detailed audit plan to us upon giving notice of an audit, setting out details of the proposed scope and duration of the audit, such audit plan to be agreed between the parties (acting reasonably);

(d) if the scope of the requested audit has been covered by an audit conducted by a recognized independent third-party auditor within the past twelve (12) months, and we provide written confirmation that there have been no material changes to the controls and systems to be audited, you agree to accept that audit report in place of conducting your own audit;

(e) all audit costs will be borne by you, including our reasonable costs incurred during the audit.

11.2.7 You consent to us appointing third-party processors of Personal Data under this agreement. We confirm that we have entered or (as the case may be) will enter with each third-party processor into a written agreement substantially on that third party's standard terms of business including terms which are substantially similar to those set out in this Agreement. You acknowledge that this may involve a Restricted Transfer and consent to the use of the SCC or another mechanism offering an adequate level of protection in respect of any such Restricted Transfer. As between you and us, we shall remain fully liable for all acts or omissions of any third-party processor appointed by us pursuant to this clause 11.2.7. We shall provide reasonable prior notice to you prior to amending this list.

11.2.8 Upon a reasonable request by either you or us at any time during the term of this Agreement, and for the purpose of transferring Personal Data under this Agreement, both parties shall enter into additional transborder data flow agreements as required by applicable Data Protection Legislation. These agreements shall be maintained (including any necessary updates and amendments to reflect changes in the applicable Data Protection Legislation, the SCCs, or any other required transfer mechanisms) for the entire duration during which we process Personal Data under this Agreement.

11.3 Cookies

11.3.1 All our Products require the setting of cookies to function correctly.

12. Acceptable Use

12.1 Acceptable Use

12.1.1 We allow users to post material on the Products and share it with others in person, via email, or through hyperlinks to external web pages. However, we do not control or endorse the Content and cannot guarantee its accuracy, integrity, or quality.

12.1.2 End users of Products may be exposed to content that they consider to be offensive and/or indecent or report that material published on your Products infringes the law.

12.1.3 We will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Products and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

12.1.4 We will follow up any suspected breach of these General Terms, respond to complaints from end users and cooperate to the fullest extent with any law enforcement agencies.

12.1.5 You warrant and represent to us that the Content, your Products or exports, downloads or printed material from your database or any mailings, or public / private web pages created using the Products and its use by us in accordance with the terms of this Agreement will not breach any laws, infringe any person's Intellectual Property Rights or other rights or give rise to any cause of action against us in any jurisdiction. You will indemnify us and our licensors, directors, officers, employees and subsidiaries at all times against any claims, demands, costs (including legal costs on a full indemnity basis), expenses, losses and liabilities incurred by us as a result of any claim arising out of your breach of this clause 12.1.5.

12.1.6 We reserve the right to temporarily or permanently delete or disable your Content for any valid reason including copyright infringement. Deleted Content may be stored by us in order to comply with certain legal obligations and may not be retrievable by you without a valid court order.

12.2 Our right to distribute the Content

12.2.1 We do not claim any ownership rights to the Content posted or stored on our Products. However we require your permission to display the Content within our Products. For this reason, you hereby grant to us a non-exclusive, fully paid and royalty-free, worldwide, limited license to use, modify, delete from, add to, publicly display and reproduce such Content, including without limitation distributing part or all of the Content in any Media formats through any Media channels necessary in order to provide the Products. In the event of any dispute arising over the misuse of such Content, we reserve the right to remove material without warning.

12.3 No agency with third parties

12.3.1 You agree not to use the Products on behalf of others to store, to make or offer to publish material, to make web pages or share Content whether it is for commercial gain or not. Individuals or organizations who have material to store, present, offer or distribute using our services must have their own accounts.

12.4 Misuse of our services

12.4.1 You agree not to use the Products for any of the following prohibited activities:

- Sending unsolicited messages, whether commercial or otherwise, in violation of privacy legislation.
- Posting, publishing, distributing, or disseminating material that is defamatory, infringing, threatening, abusive, harassing, or otherwise unlawful.
- Sharing material that incites discrimination, hate, or violence against any person or group based on race, religion, disability, sexuality, nationality, or any other characteristic.
- Threatening, abusing, disrupting, or violating the legal rights (including privacy and publicity rights) of others.
- Using any information or material in a manner that infringes copyright, trademarks, patents, or other proprietary rights.
- Uploading or making available files containing viruses, worms, trojans, or corrupt data that may harm computers or property.
- Collecting or storing personal information, including email addresses, without user consent.

- Impersonating any person or entity with the intent to mislead others.
- Violating any applicable laws or regulations.
- Using the Products in a way that could damage, disable, overburden, or impair them, or interfere with others' use and enjoyment.
- Posting or sharing material that you have no legal right to transmit, such as confidential or insider information obtained through employment or a confidentiality agreement.
- Attempting unauthorized access to any part of the Products, accounts, computer systems, or networks through hacking, password mining, or other means.

While we are not obligated to monitor the Products, we reserve the right to review posted materials and, at our sole discretion, remove any content that violates these General Terms or is otherwise objectionable.

12.5 Illegal Activities

12.5.1 You agree not to use the Products to offer for sale or to sell anything that we, at our sole discretion, consider to be illegal, fraudulent, stolen, dangerous, subject to export control or in breach of sanctions.

13. Intellectual Property

13.1 The copyright for the Content rests with you, your artists, the writers and the photographers and any third parties from whom material may have been gathered.

13.2 All intellectual property relating to the Products, (including without limitation the design, user experience, software and source code) belongs to us and our licensors and is protected by copyright, trademarks, patents and other intellectual property rights and laws. You shall have no rights in relation to the Convelio IPs other than the limited rights of access and use granted in accordance with this Agreement. If notwithstanding this, any Convelio IPs are acquired by you (including any new Convelio IPs), you hereby assign all such Convelio IPs to us.

13.3 Restrictions on Code Use: You are prohibited from copying, deploying, publishing, or transmitting any proprietary code, HTML files, or other source code used in our Products without our explicit written permission.

13.4 Use of Third-Party Code and Pre-Populated Materials: Our Products may incorporate proprietary code and other source code that is owned by third parties. You are not granted the right to use, replicate, or distribute any materials that we provide as part of our tools, websites, demonstration systems, support platforms, or email communications. This includes, but is not limited to, pre-populated content and templates.

13.5 Feedback and Suggestions: Any feedback, ideas, or suggestions you provide to us regarding our Products or services may be used by us freely and without obligation. This right remains valid even after the termination of this Agreement, and no payment, permission, or restriction will apply to our use of such feedback.

14. Scope

14.1 Inclusions

14.1.1 When subscribing to any Products, you should confirm that the Products will meet your requirements.

14.1.2 You should not assume that we offer any service or feature that you need without checking in advance that it is included and meets your requirements.

14.1.3 The Product Terms section of this Agreement outlines the inclusions for each of our Products.

14.1.4 Upon subscribing to or using any of our Products, you hereby grant us a perpetual, non-exclusive, royalty-free, and irrevocable license to use your logo and any related case study for marketing, advertising, and promotional purposes without requiring prior consent or additional approval.

14.1.5 Inclusions are subject to change. We will give no less than 30 calendar days' notice in the event of any changes.

14.2 Exclusions

14.2.1 The following are excluded from the Products unless agreed separately in writing:

1. Group or one-to-one training;
2. Importing material or data entry for the material to your database, tools or website;
3. Translating or converting your Content (or offering automatic translations) for any material or our administration systems into multiple languages, including button names, menus, etc.;
4. Relating your tools or website to any external system, shopping cart, mailing list unless by written agreement or relating our various different services together in ways that are not currently demonstrable;
5. Customization to give users different views and privileges, (e.g. private areas);
6. Any sections, special website pages, forms or functions that have not been discussed and agreed by us in advance;
7. Tools or websites that require customization to reflect multiple locations.

14.2.2 Exclusions relating to specific Products are outlined in the Product Terms section of this Agreement.

14.2.3 The above exclusions are subject to change. We will give no less than 30 calendar days' notice of any changes.

15. Force majeure

15.1 Neither party shall be liable to the other for any delays, failures in performance, or breaches of contract caused by events beyond their reasonable control that meet the criteria of force majeure under Article 1218 of the French Civil Code. Such events include, but are not limited to, natural disasters (e.g., floods, storms, earthquakes), acts of God, war, terrorism, actions or decisions by governmental or regulatory authorities, fire, pandemics, civil disturbances, or other unforeseeable and unavoidable events that prevent the fulfillment of obligations under this Agreement.

15.2 The affected party shall promptly notify the other party in writing upon becoming aware of the force majeure event and shall make all reasonable efforts to mitigate its impact. If the force majeure event continues for more than 60 days, either party may terminate this Agreement by providing written notice to the other.

16. This Agreement

16.1 If any term of this Agreement should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such term shall be severed, and the remaining terms shall survive and remain in full force and effect and continue to be binding and enforceable.

16.2 Nothing in this Agreement shall be construed as constituting a partnership or agency relationship between you and us.

16.3 This Agreement shall be governed by, and construed in accordance with, the laws of France. The parties hereby irrevocably submit to the exclusive jurisdiction of the French courts for the resolution of any disputes arising out of or in connection with this Agreement.

16.4 Failure or neglect by us to enforce at any time any of the provisions of this Agreement or any additional agreement shall not be construed nor shall be deemed to be a waiver of our rights nor in any way affect the validity of the whole or any part of our Agreement nor prejudice our rights to take subsequent action.

16.5 Should we choose not to enforce any or all of these conditions this shall not be interpreted as a waiver of any of our rights.

16.6 We reserve the right to update or amend any terms of this Agreement at any time by giving no less than 30 calendar days' notice of any change. Your continued use of our Products following notification of any changes shall be deemed to be your acceptance of such changes. It is your responsibility to keep your contact details up-to-date on our Subscription Management System in order for us to effectively communicate with you.

16.7 All notifications given under these General Terms shall be given by email. We will give notice to the email address you have provided to us. You may give notice to us by contacting support@convelio.com.

16.8 Notices received on a Business Day within Working Hours will be deemed received that day. Notices received outside Working Hours and/or on a day that is not a Business Day will be deemed received on the next Business Day.

16.9 If you think that we have broken this Agreement or have failed to do anything we promised, please contact support@convelio.com.

16.10 No variation of this Agreement shall be effective unless and until it is made in writing and signed by each of the parties to this Agreement or on their behalf by duly authorized representatives.

16.11 Except as expressly stated in this Agreement, the rights and remedies available to us under this Agreement are cumulative and do not exclude any rights or remedies provided by law. The exercise of any one right or remedy shall not, unless expressly stated otherwise, prevent or hinder us from exercising any other right or remedy.

16.12 This Agreement constitutes the entire agreement and understanding between the parties, superseding all prior agreements or understandings, whether written or oral, concerning the arrangements contemplated herein.

Schedule 1: Inventory Management Product Terms

The key features of our Inventory Management Software are set out below:

Lot listing Provides a comprehensive list of all uploaded lots (not only stored ones) on the platform, with a visual overview that includes location, image, item count per lot, packaging status, item dimensions, and customs status and deadline (if applicable)—all in one page.

Lot preview Allows for a quick view of a lot and its associated items without leaving the lot list screen. This feature provides quick information like value, warehouse entry date, item references, dimensions, and related packing. For items in our warehouse, you can also release for shipping.

Lot detail page Offers a complete and detailed view of the lot, its items and parts. This page also includes information on associated packaging and their dimensions.

Lot location Provides information on where the lot is currently located.

For items entering or leaving the Convelio warehouse, the user will have real-time visibility on lot location.

For all other items, users will need to update the location on their own.

Lot customs status Provides information on the customs regime of the lot. This information is uploaded during the lot import and then updated manually by the user.

Lot release Offers two options for releasing lots for shipping:

- Via Convelio: Access the quoting tool directly from the inventory, enabling you to obtain a shipping quote in just two clicks by simply entering the destination address.
- Via External Partner or Client Pickup: Schedule the collection date directly from the platform by coordinating with an external shipping partner or the client can pick up directly.

Key metrics Displays essential figures related to storage and customs.

For the total number of lots, the overall volume and value of stored goods, and the number of lots under specific customs statuses (e.g., TA/Bond) the figures are associated only to the items stored at Convelio warehouses.

Filtering Narrows results by criteria (artist name, entry date...).

Advanced search The advanced search enables detailed searches for one or more lots by lot name, item name, reference, or artist. Advanced filters allow you to narrow results by criteria such as artist, customs status, TA deadline, packing status, entry date, or item value.

Lot editing Allows editing or correction of one or several characteristics of a lot, item or part.

Link to instant shipping quotes Creates an instant or custom shipping request handled by our team, to ship to a gallery or anywhere else. The instant shipping quote feature is only available for items stored at Convelio warehouses.

Mobile friendly Allows the client to access the IMS on their phone.

Lot status Provides visibility into inventory status, allowing clients to track whether items are pending storage, currently stored, not stored or any other relevant status.

For items stored at Convelio warehouses, the status updates will be in real-time.

For all other items, users will need to update the lot status on their own.

Pictures upload Allows clients to upload pictures to IMS, in jpeg and png formats, manually in the lot page for now (and through bulk import in 2025).

Lot import (also in 'bulk') Allows clients to bulk import all the information relative to one or several lots into the IMS.

A.I. Lot import (in beta) Uses AI technology that will scan through Excels (not pdf yet) uploaded in the import flow and convert it towards the desired format so that the information in the document is ingested properly and converted in new lots.