

OCTORY

TERMS AND CONDITIONS OF USE AND SERVICE

Last updated: December 31, 2022

These Terms and Conditions of Use and Service are entered into by and between AMARIS FRANCE SAS (“AMARIS”, “us” or “we”), and the users of OCTORY’s applications.

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I. GENERAL CONDITIONS

1. Object & Scope of License

These Terms and Conditions of Use and Service, and the Privacy Policy (<https://octory.io/privacy-policy/>), hereinafter collectively referred to as these "Terms and Conditions", regulate users' use and access to OCTORY's applications. All OCTORY users must adhere to the rules set out in this document.

OCTORY is a customizable macOS solution developed and owned by AMARIS FRANCE SAS, an affiliate of MANTU GROUP SA, to onboard end users on their new Mac, and to help the administrator automate some processes on the Mac.

OCTORY offers two different solutions: OCTORY Free and OCTORY Pro. Subject to these Terms and Conditions, AMARIS grants users a limited, non-exclusive, non-transferable, non-sublicensable license during the Term, to use and access the OCTORY Free or OCTORY Pro solution and its allowed features, functionality, and device limits, and for internal use only.

OCTORY Free is accessible to anyone who downloads the application and will allow its admin users to:

- Easily restrict the access of the Mac to the end user while onboarding, or whenever it's required to. For example, when forcing the user to acknowledge some policies. AMARIS declines all responsibility if the application is used to prevent an end-user to use their device if not in the frame of an official administration of the device.
- Ask the user to fill forms or give information, and to retrieve the answers
- Inform the user by reading the MDM logs on the current installation processes on their Mac
- Display a customizable application (interface and behavior) to the end-user.
- Edit the configuration of the application (interface and behavior) and instantly watch the changes made with a dedicated menu
- Retrieve a configuration pushed with APNs on the Mac as a custom configuration profile in a secured folder.
- Access to information on the device directly from Ceremony

OCTORY Pro is accessible to the users that have purchased the Pro pricing plans and designed to propose more advanced features to the admin-user by allowing them to:

- Execute actions by specifying the triggers and conditions to execute those actions

- Execute commands with root privileges, by running a secure helper process, with which the application will communicate. Given that the helper is started with root privileges by the admin-user accordingly to the services Apple provides, and that the application can only read configuration files in folders protected with writable root rights, AMARIS declines all responsibility if the application is used to run malicious commands with root privileges through the helper.
- Sending and retrieving information from / to the MDM server or another service with an API, when the communication is configured in the application
- Conditionally display interface components based on internal variables values.

2. Definitions

“AMARIS” or “We”: all AMARIS affiliates, including subsidiaries, holding and sister companies or companies in which AMARIS holds an interest.

“Confidential Information”: any information reasonably considered (or that is likely to be considered) to be confidential by AMARIS.

“Data Controller”: the natural or legal person who, alone or jointly with others, determines the purposes and means of the processing of personal data.

“End user”: the natural or legal persons who will be given access by the user to OCTORY’s solutions, including but limited to users’ employees, contractors or agents.

“OCTORY”, “Solution” or “Application”: any of the OCTORY applications developed by AMARIS in order to provide macOS onboarding services to the user.

“Personal data”: any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier.

“Personal data processing”: any operation or set of operations performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation.

“Policies”: set of rules developed to enhance transparency and provide guidelines for the use of OCTORY.

“User” or “You” or “Your”: natural or legal person purchasing or downloading any of the OCTORY solutions provided by AMARIS.

3. Legal Information

OCTORY is published by AMARIS FRANCE SAS, a French company whose registered office is located at 25 Boulevard Eugène Deruelle, 69003 LYON, FRANCE and registered at the Trade Registry of Lyon under the number 511 199 226.

Publishing Director: Mr. Olivier BROURHANT, President of AMARIS FRANCE SAS.

4. Personal Data Protection

The User is the sole owner of the files or data that could be used or made available to AMARIS within the framework of the present Terms and Conditions. It is specified that under the terms of the hereby Terms and Conditions, the User is considered as data controller, and AMARIS is considered as data processor.

Within the framework of their contractual relations, the parties undertake to comply with the regulations in force applicable to them relating to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable as of 25 May 2018 (the European Data Protection Regulation).

It is specified that in the context of these Terms and Conditions, the terms "personal data", "special categories of data", "processing/processing", "data controller", "data processor", "data subject" and "supervisory authority" have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

The contact details of the person in charge of matters relating to the protection of personal data in AMARIS are the following: personaldata@amaris.com.

5. Security Breach

External Breach: In the event of a security breach, by anyone other than your employees, contractors or agents, upon discovery of such breach, AMARIS will: (a) initiate remedial actions that are in compliance with French Law and consistent with industry standards; and (b) notify you of the security breach, its nature and scope, the remedial actions AMARIS will undertake, and the timeline within which AMARIS expects to remedy the breach. You will be responsible for fulfilling your obligations under French Law.

Internal Breach: In the event of a security breach, by your employees, contractors or agents, or due to your failure to maintain your systems, network or data in a secure

manner, you shall have sole responsibility for initiating remedial actions and you shall notify AMARIS immediately of the breach and steps you will take to remedy the breach. In our sole discretion, we may take any action, including suspension of your access to the solutions, to prevent harm to you, us, the service, or other third parties. You waive any right to make a claim against us for losses you incur that may result from our actions.

6. How to use OCTORY's solutions

The software is downloadable on the website <https://www.OCTORY.io>. It is required that you register first to download it, and then to authenticate. The two solutions of the software are contained in the same application you can download. To activate the Pro features, you have to ask for a Pro License on the website. We will then provide it accordingly. Once your Pro license is received, you have to distribute it on all the Mac computers which need the Pro features. At launch, the application will search for a valid license, and will unlock the Pro features if one is found to be valid. The number of Mac computers in your own company, using of the OCTORY license should match the pricing plan you bought.

Other materials are downloadable from the website, to help you use the application, like deploying it with your MDM server. Those materials are free unless otherwise stated, and are meant to help you. They are not provided as support, and AMRARIS makes no commitment to the success of those materials, neither to their use. They also require you to authenticate to download them, as mentioned above.

7. Intellectual Property

The software, design, domain name and other functionalities of OCTORY are the sole and exclusive property of AMARIS.

AMARIS reserves all of its rights, including but not limited to any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that it may have in this platform, its content, and the developments and services that may be provided. You will have no right to make any reproduction, copy, distribution, modification, in part or in whole, identically or similarly, or any commercial use, of the platform without AMARIS' written consent. It is also strictly forbidden to create any by-product on the basis of any element contained on OCTORY.

8. Confidentiality

Users shall keep confidential and shall not publish or otherwise disclose to any third party and shall not use for any other purpose than the performance of the use of OCTORY's

solutions, any confidential or proprietary information received from AMARIS, in whatever form and by any means whatsoever, without the prior written consent of the AMARIS, during the entire term of these Terms and Conditions and five (5) years from the effective date of termination. Consequently, Users undertakes to take all necessary measures to safeguard such Confidential Information from access to anyone not authorized in writing by AMARIS.

9. Diversity and Inclusion

AMARIS is dedicated to promoting Diversity and Inclusion (D&I) in the workplace in order to advocate equality of opportunity. Various aspects of D&I are implemented in the lifecycle of all employees, from recruitment, training, engagement, the promotion process and retaining them within the organization. We encourage supply chain partners to share these values through:

- Endorsement of D&I initiatives by the top management,
- Develop an inclusive work environment to harness a culture of open-mindedness, innovation, and anti-discrimination,
- Demonstrate transparency by measuring demographic data of employees and/or establishing D&I targets to answer lack of diversity (e.g.: women representation in management positions, representation of local population in recruitment, etc.).

In the case where any of the topics mentioned above are promoted or implemented in your organization, we encourage further cooperation by setting common goals. If there are any ways that your organization would like to collaborate with AMARIS in further improving D&I, increase the diversity of our employees, feel free to contact us positivelmpact@mantu.com to begin a discussion.

10. Liability

Our OCTORY solutions are provided on an "AS IS" and "AS AVAILABLE" basis. To the maximum extent permitted by law, we expressly disclaim all warranties and conditions of any kind, whether express or implied, including without limitation, the implied warranties and conditions of merchantability and fitness for a particular purpose.

Any material downloaded through the use of OCTORY shall be done at your own discretion and risk, and you are solely responsible for any damage to your devices or loss of data resulting from the download or use of any such material.

Our services in connection to the OCTORY solutions may be subject to change from time to time, at our discretion. We may (permanently or temporarily) stop providing these services, or any specific OCTORY features to a particular user or to all users. We also reserve the right to limit use and storage at our sole discretion at any time. We may also deactivate or delete users' accounts.

In no event shall AMARIS be liable for any direct, indirect, consequential, incidental, special damages resulting from the use or access of OCTORY, even if AMARIS has been advised of the possibility of such damages. Without limiting the generality of the foregoing, the sole and exclusive remedy for OCTORY Pro users for any breach of these Terms and Conditions by AMARIS shall be the return of any subscription fees paid to AMARIS.

In case that some jurisdictions do not allow the exclusion of certain warranties or conditions, or the limitation or exclusion of liabilities for damages caused by willful misconduct, gross negligence, or breach of data security obligations, only those liabilities and other limitations which are lawful in your jurisdiction will apply to you and our liability is limited to the amount of subscription fees paid to AMARIS, or any other amount to the maximum extent permitted by law.

AMARIS shall not be responsible for any third-party action, claim, demand, proceeding or suit to the extent arising from or in connection with your use of the solutions in violation of these Terms and Conditions.

11. Right of publicity

AMARIS shall have the right to use the name, trade name, service marks, trademarks, trade dress or logos of the Client (or any of its affiliates) in publicity releases, advertising or any other publications, or identify the Client as a client, on OCTORY's website (www.OCTORY.io). However, the Client shall be able to object with written prior request sent by letter with acknowledgment of receipt.

12. Updating our Terms and Conditions

We reserve the right to update the present policy from time to time to accurately reflect our practices and vision for OCTORY.

Once updated, the changes will take place with immediate effect and any users who choose to continue to use OCTORY will be bound by the new Terms and Conditions.

All users are therefore advised to regularly monitor when the terms were last updated.

13. Term and Termination

If you choose to use our free solution, these Terms and Conditions will remain in effect as long as you use the application.

If you elect to purchase OCTORY Pro, these Terms and Conditions will start to apply when you complete the payment process and continue for the subscription term selected at the time of payment.

14. Applicable Law and Jurisdiction

These Terms and Conditions will be subject to the laws of France.

Should any claim or disputes arise between the AMARIS and the users during the execution of these Terms and Conditions, they shall be submitted for resolution to the exclusive jurisdiction of the commercial courts of Paris.

II. SPECIFIC CONDITIONS FOR OCTORY PRO

1. OCTORY Pro Subscription Fees

In consideration for use of OCTORY Pro, the user shall pay a subscription fee according to the number of devices on which the application will be used.

OCTORY Pro's fees shall be invoiced at the time of the subscription.

The applicable tax is that of VAT, at the rate of the day of the subscription in accordance with the principle of territoriality.

The subscription is valid for 365 days. AMARIS reserves the right to invalidate your license in case you do not respect these Terms and Conditions. As it is not possible to invalidate a license already installed on a Mac, AMARIS will engage required legal actions in such a case to ensure you cannot use the invalidated license anymore.

2. Terms of Payment

The invoices are to be paid within thirty (30) days from their issue date.

Any delay in the payments shall lead to penalties corresponding to a monthly interest rate of 5%.

Invoices are to be paid by bank transfer to the account details on the invoices.

3. License Compliance Verification

To help Pro users achieve and maintain license compliance, and to protect AMARIS intellectual property rights, AMARIS may conduct an annual license compliance verification on its Pro users' use and access of OCTORY. Upon fifteen (15) days advance notice, Pro users shall make available sufficient and appropriate proof to AMARIS to substantiate that its use and access of OCTORY is in compliance with the present Terms and Conditions and its pricing plan, including without limitation, within its authorized device limits.

In case of any non-compliant or excess use or access of OCTORY identified in the license compliance verification, AMARIS may invalidate the license of the non-compliant Pro users immediately without notice and/or charge a fee for their non-compliance or excess use, without prejudice to any other rights or remedies AMARIS may have.