Exabanque

Communication bancaire et gestion de trésorerie

TERMS AND CONDITIONS OF USE

Multi-banking and Cash Management

V 2.0

PURPOSE OF THIS DOCUMENT

The purpose of this document is to define for Customers the Terms and Conditions of Use of the Exabanque software application marketed by Exalog. This document defines the conditions of access and guarantees provided by Exalog, registered at 97, rue de Bellevue, 92100 BOULOGNE BILLANCOURT, FRANCE.
By confirming their registration on the site www.exabanque.com, Customers declare that they have read, understood and accepted these Terms and Conditions of Use in their entirety.

Exalog regularly modifies the product(s) described in these Terms and Conditions of Use, the contents of which are updated periodically.
For any questions regarding rates and the functions available upon registration, please contact the Exabanque sales department: contact@exalog.com.

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1. GLOSSARY

- Customer: A company using the Exabanque Software for a free trial period or by subscription
- Administrator: An operator authorised to manage the Exabanque Software on behalf of the Customer, and in particular to manage the rights for the Customer's other Users
- User: An operator authorised by the Customer in the Exabanque administration module
- Software: The Exabanque Software as described in this document and the optional modules used by the Customer, accessible via the website www.exabanque.com
- T / Time: Times in CET zone (Central European Time)
- Working Day: Working Day from Monday to Friday in accordance with French law
- EPC: European Payment Council
- SEPA: Single Euro Payments Area
- EBICS: Electronic Banking Internet Communication Standard
- FTP: File Transfer Protocol (includes the secure FTPs and SFTP protocols)
- PeSIT: Exchange Protocol for the Interbank Teleclearing System
- Third party: Means any person or legal entity other than the Customer or Exalog

2. FREE TRIAL PERIOD AND CONTRACT

The Customer registers freely with Exabanque via the Software's website. The Customer then automatically benefits from a no-obligation free trial lasting sixty (60) calendar days from the date of registration. Before the trial period comes to an end, the Customer is able to register for the Software by using the menu for this purpose within the application and signing a SEPA direct debit mandate. If the Customer does not explicitly validate their subscription, it shall be considered lapsed and the Customer will lose access to the Software. Exalog reserves the right to cancel any trial if the Customer is found to have already benefited from a no-obligation free trial.

When the Customer uses the Software during the free trial period, all of the following terms shall apply with the exception of Article 9 – Exalog Guarantees (sub-paragraphs 1, 2 and 3), Article 12 –Duration and Termination of the Licence, and Article 13 – Price and Payment Methods.

3. DESCRIPTION OF EXABANQUE SOFTWARE

A. General Points

The general purpose of the Software is to enable the Customer to manage statements, payments and collections. Upon each remittance, the transfer, direct debit or B.O.E orders are recorded in a structured banking file in accordance with the SEPA, ISO 20022 or CFONB standard in order to be sent to the Customer's bank following the procedures set out by the Customer and his bank (see Article B.2 below – Transfer of data to Customer's bank).
No banking processing is therefore carried out by the Exabanque application. The orders generated are processed by the Customer's banks, under the terms of a contract signed by the Customer and each of their banks. As well as providing the functions listed above, the monthly fee gives you access to support from the Exalog technical staff (see Article 7 – Assistance).

Exabanque is composed of a core module and the optional functions listed below.

B. Core Module

1. Multi-banking management

The purpose of the core "Multi-banking management" module is to enable the Customer to send banking orders to their banks, and to receive bank statements from these same banks. To this end, it allows Customers to:

- Enter and register their bank details
- Enter, record and re-use the information required to create their banking orders, namely: the names and IBAN/BIC codes of creditors/debtors, and pre-defined orders and lists of orders
- Create and send order remittances to their banks (transfers, B.O.Es, direct debits)
- Send files containing orders derived from other programs to their banks, providing these comply with the data exchange standards of the EPC and CFONB
- Display the account statements issued by the banks and downloaded to the Exabanque server
- Calculate value balances at past or future dates based on data saved automatically through the integration of statements provided by the bank

2. Transfer of data to Customer's bank

- Entry and registration of Customer bank details
- Assisted creation of a CFONB, SEPA or ISO 20022 file that complies with the exchange standard as defined by the EPC
- Transmission of files generated by the Exabanque Software or the Customer's management Software (ERP, Pay, etc.) either directly to the Customer's banks using one of the available banking transfer protocols such as EBICS, FTPs or optionally PeSIT, or to the Customer himself via file download from the Internet for the Customer to send to the bank by another means

C. Optional Modules

1. *Banking communication in the PeSIT protocol*

When the Customer's bank requires the use of the PeSIT protocol in place of the other protocols available as standard, the Customer shall have to pay an additional fee to use the corresponding communication platform within the Software infrastructure.

2. *Cash Management*

This comprises a core module and three options:

- Core module: Cash forecasting and balancing
- Option 1: Liquidity management
- Option 2: Analytical and budgetary management
- Option 3: Control of banking charges

These functions are integrated into the Exabanque Software package and cannot be used independently of the banking management module (receipt of account statements). Similarly, the options cannot be dissociated from the core module.

a. *Core module: Cash forecasting and balancing*

The core module is designed to provide a decision support system for the management of cash flow surpluses and deficits. The core module includes the following features:

- Management based on groups of accounts defined by the User
- Integrated transaction forecasts
- Automatic import of transactions from account statements received via Exabanque
- Reconciliation of actual and forecast transactions
- Display of value-dated balances forecast, by group of accounts
- Assisted entry and transmission of cash transfer orders

b. *Option 1: Liquidity management*

Option 1 – The purpose of liquidity management is to manage the financial instruments which enable cash flow optimisation. It includes the following features:

- Entry of currency hedging operations (SPOT)
- Mutual fund portfolio management
- Management of term loans and deposits

All operations originating from these three functions automatically have an impact on the forecasts and account balances initialised in treasury.

c. *Option 2: Analytical management*

Option 2 – Analytical management offers cash management using a fully configurable analysis grid enabling detailed viewing of the variations in cash balances for each type of transaction. It includes the following features:

- Configuration of headings and groups of headings (transaction type or budgetary code)
- Configuration of the automatic assignment of headings (transaction type or budgetary code) to account statement entries (CIB: interbank code) by bank account
- Display of actual and forecast balances by budgetary code or type of transaction
- Details of the transactions making up each calculated balance
- Presentation of totals by budgetary code or type of transaction (by account or by group of accounts)

> d.   Option 3: Control of banking charges

Option 3 – Control of banking charges allows you to calculate fees and commissions by bank account or group of accounts. The calculation is made according to the bank fees and commissions contract drawn up by the Customer and linked to each account.

3.   Reconciliation module

This optional module enables:

- Accounting data to be imported (file format: variable length with separators which can be defined by the Customer)
- The creation of custom codes for classes of operation (mapping table including the codes from each bank)
- The definition of rules for automatic reconciliation
- Manual reconciliation
- Documentary evidence of completed reconciliations to be edited

4.   Interfaces with your internal software programs

This module consists of two separate options:

- FTP-Bank: automation of transactions
- Accounting interface

> a.   FTP-Bank: automation of transactions

This option allows files to be transferred automatically between your software and Exabanque, thanks to the FTPs and SFTP protocols:

- Order remittances to be sent directly from the Customer's management software (ERP, Pay, etc.)
- Account statements to be made available in the Customer's accounting management software (ERP, etc.) so that these may be processed
- Forecasts to be automatically integrated in the treasury module

> b.   Accounting interface

This optional module allows data to be extracted from the banking transaction entries included on account statements and in mutual fund portfolios (double entries as minimum).

It allows the following to be defined for every separate legal entity:

- The accounting plan codes to be applied
- The transaction templates for each type of transaction to be extracted
- The structure of the file expected by the accounting software (fixed length or variable length)
- The applicable VAT rate(s)

The accounting templates shown below are supplied in standard format but can be amended to suit each type of transaction to be exported:

- Commission/bank charges (including VAT account)
- Collections
- Payments
- Purchase/sale of mutual funds (if the Liquidity management option in the treasury module is selected)

4. LICENCE

Under the terms of this Contract, Exalog grants the Customer and the Customer's companies the non-exclusive right to use, for their own purposes, the Software and all of the associated documentation.

Access to the Software is secured in such a way as to permanently protect, in relation to Third Parties or other unauthorised users, all of the Customer's data which may be transmitted through the systems within the context of the use of the Software. Exalog undertakes to comply with the security standards in relation to applications used via the Internet, including in relation to banking.

In the context of the Licence:

- Exalog undertakes to provide the Customer with support services in relation to the users, and maintenance and development services
- The Customer shall benefit from all of the updates available for the Software (for all modules ordered by the Customer: solutions for malfunctions, improvements to functionalities) produced by Exalog without any change to the licence cost, over the full term of the Contract
- Exalog is bound by a commitment of non-regression for all updates

5. TERMS AND CONDITIONS OF ACCESS TO SOFTWARE

The Software is accessible 7 days a week, 24 hours a day. However, this access is not contractually guaranteed and may be temporarily reduced for maintenance purposes, within the limits defined below (see Article 7 – Exalog Guarantees).

A. Management of access codes

On the first login, before entering any data, the Customer chooses their own username and receives a temporary, complex password by e-mail. During confirmation of their registration with the service, the user must set up a strong personal password for use in accessing the Software (8 characters containing at least one upper-case letter, one numeric character and one non-alphanumeric character).

In addition to the username and password, the Software requires the Customer to download an individual identity card as an additional security measure, consisting of 20 four-digit codes set out in a grid. When logging on to the Software, once the username and password have been entered, the Customer must enter one of the 20 codes at random requested via a numeric keypad on the screen, in which the numbers are also displayed in random order.

The Software does not contain any functionality enabling a user's password to be identified. If a Customer loses their password they will have to reset it using the form available online. A new temporary password will then be sent to the Customer using the e-mail address initially provided within their environment. They must replace this temporary password with a password of their choice. Likewise, in the event of loss of the individual identity card.

If they wish, the Customer can replace their login ID with a digital certificate.
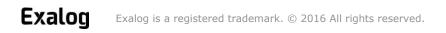
B. Rights management

The Software includes a function for managing User rights which enables the Customer to limit the actions each User is authorised to take. It is up to the Customer and their Administrator to define these authorisations as they wish, and the Customer is solely responsible for the consequences of the choices made.

6. CONFIDENTIALITY, OWNERSHIP AND DATA STORAGE

A. Data encryption

The Software encrypts the data transmitted online between the Administrator and Users' workstations and the Exabanque server, in both directions. The protocol used is the standard TLS (Transport Layer Security), which is supported by most web browsers. The encryption key used by Exalog has been deposited with a reputable international certification body. The Customer's data is held on servers operating in an environment which is protected against unauthorised access. Exalog undertakes not to make any use of this data, and to limit any processing of this data to that strictly necessary to provide a backup.

B. Data ownership

The Customer remains the sole owner of the data that their Administrator and Users register in their Software database. For this reason, the Customer has at their disposal the tools for exporting data. If necessary and at the request of the Customer in the event of termination of this contract by one of the parties, Exalog shall return the data to the Customer within a maximum period of two months in the form of standard ASCII files consisting of records separated by line breaks, each record comprising fields separated by tabs. All data shall be written in unencrypted form in this file, and the detailed description of the file structure shall be provided by Exalog.

C. Master data

The master data relating to third parties are preserved for an unlimited time in the database. Only the Customer can delete some or all of the master data they have saved in the database. The storage period for remittance history sent to the bank is defined in the special conditions. This storage period can be extended on request from the Customer, subject to an additional fee agreed in a rider defining the special conditions applied to the Customer.

7. ASSISTANCE

Assistance when using the Software can be obtained by e-mail or telephone on Working Days from 9 a.m. to 12.15 p.m. and 2 p.m. to 5.15 p.m.
E-mail: assistance@exalog.com
Tel.: +33 (0)1 41 46 10 07

Support is provided by Exalog technical staff, and consists of explaining how the Software functions work.
The technical support staff are not trained in accounting or finance, and they cannot know the Customer's own administration rules. Irrespective of the instructions given by technical staff, the Customer alone can judge the impact on their own processes of any choices they make in how to use the product, and is solely responsible for these choices.

8. MAINTENANCE OF THE SOFTWARE

Under the terms of the Licence, the Customer shall automatically benefit from functional or regulatory changes made by Exalog to the Software in connection with changes in banking standards or regulations.

Exalog shall update the Software approximately every four months. When an update is delivered, a detailed description of the changes applied shall be displayed for each user when they log on. The history of updates is available in the Software's "Help" menu.

9. EXALOG GUARANTEES

Provided the Customer has paid the relevant charges for use of the Software, Exalog's Customer guarantee covers:

- The availability of their data and the Software functions on Working Days from 9 a.m. to 12.15 p.m. and 2 p.m. to 5.15 p.m. (CET), with a restart period of less than four working hours in the event of a breakdown
- Maintaining strict confidentiality of the data saved in the Software's database or exchanged between the Customer and his banks
- Compliance with EPC and CFONB standards on order remittance files which are created by the Software and sent to the Customer, or on the servers of the Customer's banks
- The transmission of order remittances submitted by the Customer within a maximum of four (4) working hours starting from the point at which the Customer sends a fax or e-mail indicating difficulty in transmitting such an order, provided that this difficulty is not caused by a system malfunction at the Customer's bank which is unrelated to the Software

For remittances sent using EBICS or PeSIT, receipt by the Exabanque server of acknowledgement of receipt by the bank represents the transfer of submitted Customer order remittances to the system of the Customer's bank. From that moment, remittances are classed as transferred to the bank and the processing of remittances is governed exclusively by the remote service contract between the Customer and their bank.
For other protocols, once the file has been issued by the Software, the remittances are considered as transferred to the bank and the processing of remittances is governed exclusively by the remote service contract between the Customer and their bank.

Exalog does not accept any liability in relation to:

- The commercial, legal or financial validity of any banking orders created and sent by the Customer
- The quality of the data files imported by the Customer via the internet into their database on the Exabanque server
- The consequences of the Customer's choices regarding how to use the Software (selection of values entered, choice of processing dates, validation of transactions by pressing a confirm button, etc.), irrespective of any indications that may have been given by support staff
- The contents of statements sent by the bank's server to the Exabanque server, or imported or entered by the Customer into the Software
- The security of access to the Customer's data if this access is obtained through the normal entry of a username and password or presentation of an individual digital certificate chosen by and known to the Customer alone

The guarantee of service availability does not apply in the event of a *force majeure* affecting Exalog.

10. CUSTOMER'S RESPONSIBILITIES

The Customer is the sole judge of the significance of the banking orders he processes using the Software. The Customer must be aware that the Software, the internet and the banking communication system are mere automata which are liable to failures, even if these occur rarely. It is therefore the Customer's responsibility to take all precautions they deem necessary based on the significance of their orders to ensure that these are processed in the desired manner. In particular, the Customer must prepare fallback procedures, both internally and with their banks, to ensure their transactions can be processed within the desired timescales even if the Software should fail.

11. ENTRY INTO FORCE OF THE TERMS AND CONDITIONS OF USE

During the free trial period, the Terms and Conditions of Use published on the day of registration, in the same form as those validated by the Customer during the registration process, remain valid. After the free period has come to an end and if the Customer subscribes to the software, the most recently published Terms and Conditions of Use on the date of subscription shall govern the contract between the Customer and Exalog.

12. DURATION AND TERMINATION OF THE LICENCE

Following the free trial period, this contract is agreed for a period of three (3) months, with tacit renewal. It may be terminated by the Customer by recorded-delivery letter at least two months prior to the requested termination date addressed to:
Exalog développement
Service résiliation Exabanque
97 rue de Bellevue
92100 BOULOGNE BILLANCOURT
FRANCE

The cancellation will take effect at the latest fifteen (15) days after receipt of the letter, from which date the request is applied and any future direct debits suspended.
The Contract may be terminated by Exalog in the event of rejection of the direct debit payment, if this is not corrected by the Customer within six (6) business days following the rejection.

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13. PRICES AND PAYMENT METHODS

The monthly payment amount the Customer owes depends on the number of countries, banks, accounts and remittances effectively sent to their banks, as well as the optional modules activated, in accordance with the pricing policy outlined in the section on rates.

Invoices are issued quarterly and payment is taken by automatic quarterly direct debit, in accordance with the mandate signed by the Customer and sent to Exalog before the subscription was activated. The fee is collected on the fifteenth (15) of the first month of the quarter in question, based on the modules activated on the first day of that same quarter (term to come), and on the number of remittances sent by the Customer during the previous quarter (term expired).

The invoice will be delivered to the Customer by e-mail in PDF format to the address supplied for this purpose by the Customer in their environment within the Software.

Fees are reviewed annually based on the development of the Syntec Informatique index, using the following formula: $R1 = R0 \times (S1/S0)$ with:

- R1: revised remittance
- R0: most recent fees paid
- S0: latest SYNTEC index published as of the date of the previous review
- S1: latest index published as of the date of this review

The reference index shall be sent to the Customer with their first invoice, and shall correspond to the index published on the day the Customer activated the subscription.

14. APPLICABLE LAW AND REGISTERING A DOMICILE

The Parties explicitly agree that the following contractual documents govern the relations between the Parties and are classified in hierarchical order in decreasing legal value:

- French law
- Special conditions signed between the Customer and Exalog
- These Terms and Conditions of Use

In the event of a contradiction between the different contractual documents, the highest ranked document shall prevail.
The Parties recognise that signing this Contract results in the exclusion of their Terms and Conditions of Purchase or Use and of any specific clauses included on order forms or invoices that have not been expressly accepted by the other Party.
No handwritten note added by one Party shall be valid unless expressly accepted by the other Party.

For the execution of this document and its continuations, the Parties give their respective addresses or headquarters as their domicile. For Exalog, this address is stated in the purpose of this document; the Customer will have entered their address into the Software database.

Any change to the head office or address of one of the Parties shall only be actionable by the other eight (8) calendar days after being duly informed of the change.

In the event of a dispute, the Parties agree to seek an amicable settlement prior to launching legal proceedings. To this effect, the Parties agree to meet within thirty (30) days of receipt of a letter containing notice of the disagreement sent by recorded delivery with acknowledgement of receipt.

In the absence or event of a failure to reach an amicable solution or action plan expressly accepted by the Parties detailing the solutions agreed to and the implementation periods, within fifteen (15) days of the initial meeting of the Parties as specified in the previous paragraph, the Parties shall be able to submit the dispute and attribute express competency to the Nanterre Commercial Court.

This clause shall apply even in the event of a summary judgement, the introduction of third parties or in the event of multiple defendants.

15. LEGAL NOTICES

SAS Exalog Developpement with a share capital of 141 900€

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