

## TERMS & CONDITIONS LEEXI

Starting November 15<sup>th</sup> 2024

<p>Leexi</p> <p>Limited company Equity 678,500 euros RCS Bruxelles, VAT BE 0782.527.110</p>	<p>Operating Headquarter 1183 Chaussée de Wavre 1160 Brussels, Belgium</p> <p>Represented by Xavier Lombard, CEO</p>
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Leexi is the publisher of the SaaS (Software as a Service) solution for Conversational Intelligence <https://leexi.ai/>

- The technology is based on call and videoconference transcription and artificial intelligence.

At Leexi, we believe that helping to unlock human potential is the key to improving business productivity.

How can we do this?

- By making AI accessible and easy to adopt in a qualitative, secure way.
- Companies can free themselves from repetitive and boring tasks to improve their productivity and increase the potential of each employee tenfold.

What do we do?

A note-taking tool for meetings and phone calls, Leexi provides a report and the next steps to be taken after a meeting, 100% automatically. This technology improves:

- AI-Meeting, AI-Notes - productivity with Artificial Intelligence
- Save time and save structured information
- Onboarding and facilitating self-training for salespeople and buyers, and for teams in contact with internal or external customers.
- Coaching by identifying and helping teams to reproduce the best sales techniques.

We are very attached to the quality of our relationships with our customers, which is why:

- To facilitate our contractual relations: we have taken great care to ensure the clarity of these general conditions of sale. They have been written in clear legal language.
- As part of our quality approach and as a trusted SaaS solution, we have taken great care to specify our commitments.
- We invite you to read them carefully and to ask us for any clarification.

We are very committed to the compliance of our service with the European regulations on data protection and data circulation.

For this reason, we specify below and in the appendices, the purposes of the personal data processing carried out:

As part of the present Subscription, Leexi will carry out a processing of communications in order to carry out a transcription of commercial exchanges with the aim of optimizing the quality of services.

All the processing carried out and the guarantees of compliance with the General Data Protection Regulation (GDPR) are specified in appendix N°1 grouping the guarantees of compliance.

# 1. INSTRUCTIONS FOR USE OF THESE TERMS & CONDITIONS

Definition of words	Definitions of some words or expressions are in Appendix 9. These are words or expressions whose first letter is a capital letter
Other documents	The T&Cs complete the following documents <ul style="list-style-type: none"> <li>• the Quote</li> <li>• the Subscription page</li> <li>• the invoice</li> </ul> The Quotation takes precedence over the T&Cs.
To whom do the T&Cs apply?	<ul style="list-style-type: none"> <li>• to people testing the Solutions</li> <li>• to new Customers</li> <li>• to former Customers accepting them via the Solution and to Subscription renewals</li> </ul>
Modification of T&Cs	These T&Cs may be modified by Leexi during the course of the Subscription.  You can : <ul style="list-style-type: none"> <li>• accept the new T&amp;Cs immediately, by validating them via the Solution,</li> <li>• wait for the renewal of your Subscription; your renewal implies acceptance of the new T&amp;Cs.</li> </ul>
When do the T&Cs apply?	From November 15 <sup>th</sup> 2024

Contact Leexi:

Business Information	<a href="mailto:hello@leexi.ai">hello@leexi.ai</a>
User Support/Operator	<a href="mailto:hello@leexi.ai">hello@leexi.ai</a>
Legal Department	<a href="mailto:hello@leexi.ai">hello@leexi.ai</a>
Financial and Accounting Department	<a href="mailto:compta@leexi.ai">compta@leexi.ai</a>
Information Systems Security Manager	<a href="mailto:admin@leexi.ai">admin@leexi.ai</a>
Personal Data Protection	<a href="mailto:dpo@leexi.ai">dpo@leexi.ai</a>

## 2. WHY THESE TERMS AND CONDITIONS OF SERVICE ?

To subscribe to one or more SaaS Solutions via <https://www.leexi.ai/>

SaaS (Software as a Service) Leexi solution:

- It's a system for IA-Meeting IA-notes, productivity gains thanks to AI.
- Cloud-based technology, including call and video conference transcription.
- AI at the service of teams of consultants, HR, experts, marketing, managers, etc....
- Conversational intelligence platform for high growth sales teams.
- Identify and help teams replicate the best sales techniques,
  - of coaching,
  - of onboarding,
  - for problem solving,
  - of marketing,
  - for note-taking,
  - of customer management,
- communication to customers.
- Technology to serve decisions based on facts rather than impressions.

### 3. YOU WANT TO SUBSCRIBE TO OUR SaaS LEEXI SOLUTIONS ?

#### 3.1 WHAT TO DO BEFORE YOU COMMIT ?

You must inform yourself	
Read the T&Cs	If you subscribe to a Subscription, you have read the T&Cs and you accept them in their entirety.
Become familiar with the features of the Solution	If you subscribe to a Subscription, you have read the functionalities of the Solution and acknowledge that you have the necessary equipment and technical configurations.

You can get a Demo of our Solutions	
How to get a demo ?	We offer you a demo by email or on the Site via a demo form.
	We will contact you to set up a video-conference appointment
How does a demo work?	During a videoconference, we present you the Solution by shared screen.
and after ?	You can test the Solution and/or subscribe to a Subscription.

You can get a free one-week trial of our Solutions

### 3.2 HOW TO PURCHASE A SUBSCRIPTION ?

#### 3.2.1 Subscription by quote

When do I need a quote?	For : <ul style="list-style-type: none"> <li>• Customers who have not subscribed to the online Subscription</li> <li>• Additional services</li> </ul>
How to request a quote?	By sending an email to <a href="mailto:hello@leexi.ai">hello@leexi.ai</a> or by using the contact form on the site: <a href="https://www.leexi.ai/contact">https://www.leexi.ai/contact</a> By indicating all the information necessary for the establishment of the estimate
Who establishes the estimate ?	Leexi
How long does it take to accept the quote?	Quotes are valid for 30 days
What is indicated in the quote?	The proposed Subscription(s) The details of the proposed additional services The detailed price and payment terms
How is the quote accepted?	By signature of the Customer: electronic or handwritten. By confirmation by email By payment of the Subscription invoice
Are these T&Cs applicable?	Yes, unless otherwise specified in the Quote.

#### 3.2.2 Online Subscription via the subscription page :

When should I subscribe online?	For one or more Subscription(s) only, i.e. without additional Services and without customized IT services
Where to subscribe online ?	A link is sent to you by email to access the Subscription Page

	<ul style="list-style-type: none"> <li>● Enter the Customer's identity and contact details</li> <li>● Select the box of the Subscription(s) chosen</li> <li>● Check the box indicating that you agree to: <ul style="list-style-type: none"> <li>○ these T&amp;Cs</li> <li>○ the Privacy Policy</li> </ul> </li> <li>● Pay for the chosen Subscription(s)</li> </ul>
What happens next?	<ul style="list-style-type: none"> <li>● We will send you a Subscription confirmation email with your Identifiers</li> <li>● We send you your Subscription invoice by email</li> </ul>

### 3.3 IS IT POSSIBLE TO RETRACT ?

What is the withdrawal period?	14 days after Subscription
How to cancel ?	Send an email to <a href="mailto:hello@leexi.ai">hello@leexi.ai</a>
What happens if you cancel?	You no longer have access to the Solution

## 4. RATES FOR OUR SaaS LEEXI SOLUTIONS ?

### 4.1 RATES AND PAYMENT METHODS FOR OUR SUBSCRIPTIONS

	<b>LEEXI</b>
Duration	Annual Subscription or Monthly Subscription
Price	See quote, see invoice, see your customer account on the Leexi platform

Billing	Invoices can be accessed on the Leexi platform by Stripe or sent by email.
When to pay	Immediately on Leexi's platform or according to the contract, or 30 days from receipt of invoice
How to pay	<ul style="list-style-type: none"> <li>- by bank transfer</li> <li>- by direct debit</li> <li>- by mandat SEPA</li> <li>- by Stripe</li> </ul> Cheques are not accepted
Bank account for payment	LEXXI Bank KBC IBAN : BE02 7340 5808 6740 BIC : KREDBEBB

#### 4.2 WHAT ARE THE TERMS OF THE SUBSCRIPTIONS ?

Start	At full payment of the Subscription
Initial firm term	1 year, or 1 month, multiannual per contract
Successive firm renewal terms	1 year, or 1 month, multiannual per contract

Renewal	By tacit renewal: In the absence of cancellation, the Subscription is automatically renewed
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When to request the end of the Subscription?	Depends on the options chosen following a quote
How do I request the termination of my Subscription?	by email at <a href="mailto:hello@leexi.ai">hello@leexi.ai</a>

What events affect the duration of the Subscription, access to the Solutions				
Events	Effect on the Subscription	Formalities	Refunds	Duration
<b>Non-compliance with these T&amp;Cs by the customer</b>	Suspension	Mail to the customer	No	Until regularization
	Termination	Notification to customer	No	10 days after notification
<b>Force majeure</b>	Suspension	Mail to customer	No	Duration of Force Majeure
	Termination	Notification to customer	L'Abonnement restant à courir	30 days after Notification
<b>Max transcription overpassed</b>	Suspension	Mail to the customer	No	Until regularization

#### **Call/meeting limit: Videoconference + audio + uploaded files**

- AI-Meeting license: 30h/user/month global per customer account
- Business license: 40h/user/month global per customer account
- Enterprise license: 50h/user/month global per customer account

#### **Limited data storage period for paying customers**

- The standard duration is 2 years
- Customers can choose the duration and granularity of the information stored, up to a maximum of 2 years.
- Exceptions are possible in the Enterprise plan

#### **Limit on the duration of data storage for customers who unsubscribe**

- Customer data can be retrieved [via the Leexi API](#) up to 15 days after the end of the subscription.
- Two weeks after the end of the subscription, customer data is permanently deleted.

#### **Limit on how long customer data can be stored at the end of the free trial period**

- Two weeks after the end of the free trial period, customer data is permanently deleted.



## 4.3 WHAT ARE THE RIGHTS AND OBLIGATIONS OF THE CUSTOMER ?

### Rights

The Customer may :

- use the functionalities of the Solution for its professional use
- create Operators who are employees, trainees, subcontractors of the Customer or any person acting in the name and on behalf of the Customer
- consult the Documentation
- contact Customer Service by e-mail or telephone
- Apart from automatic backups of data generated by the application, he can save the Data outside the Solution and exercise his right to portability

### Obligations

The Customer is the owner and responsible for the Data:

- He is the owner of the possible rights on the recordings
- He is solely responsible for any damage caused by the Data to third parties
- He is responsible for the confidentiality of the Data
- He is the person in charge of processing the personal data contained in the Data

The Customer must inform Leexi without delay :

- of any loss of confidentiality of its Identifiers or those of its Operators
- any infringement of Leexi's or third parties' IP Assets, for example any infringement, unfair competition, parasitism, and more generally any infringement that may involve Leexi's liability
- any anomaly affecting the Solutions

Customer shall not and may not:

- give a false identity or contact information when subscribing to a Subscription
- modify, correct or have corrected the Solutions
- record or distribute via the Solution any content that is :
  - pornographic or obscene,
  - offensive, threatening,
  - similar to harassment,
  - slanderous, defamatory,
  - inciting hatred, racist,
  - harmful, illegal.
  - race or ethnic origin;
  - political, religious, or philosophical opinions or beliefs;
  - trade union membership;
  - biometric or genetic information;
  - information about personal health,
  - sexual activity, or sexual orientation;
  - drugs selling
  - criminal history
- transfer or lend its right of access to the Solution, whether free of charge or for a fee
- send spam via the Solutions
- use Identifiers of third parties
- communicate his Identifiers to third parties
- Collect data from user or participant under 18 years of age
- modify, move or replace the trademarks, trade names, logos or copyrights indicated in the Solutions
- make the Solutions available to a competitor of Leexi
- register or distribute via the Solutions IP Assets of third parties or Leexi without their authorization, for example: copyrights, trademarks, trade secrets, business secrets, domain names, etc.
- upload files to the Solution that could harm its operation, for example containing: viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files...
- access the source codes and object codes of the Solutions

- disassemble or decompile the Solutions and reconstitute the logic of the Solutions' functionalities

The Customer and the Operators must have:

- Internet access of sufficient quality
- A computer equipment of sufficient quality
- One of the following Internet browsers: Google Chrome, Mozilla Firefox, Microsoft Edge

Le Customer must	Sanctions
Pay his Subscription without delay	Collection fees of 15 euros per invoice paid late
<ul style="list-style-type: none"> <li>• Comply with these Terms and Conditions</li> <li>• Make the Operators respect these T&amp;Cs</li> <li>• Use the Solution in compliance with the regulations and the rights of third parties</li> <li>• Integrate a standard message informing of the recording of communications, as mentioned above</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension of the Subscription until the situation is regularized</li> <li>• Termination of the Subscription if the situation is not regularized 30 days after Notification of a formal notice to the Customer</li> </ul>

#### 4.4 What are Leexi's rights and obligations ?

Leexi is and remains the sole owner of the following IP Assets :	
The Solutions and their component parts (non-exhaustive list):	<ul style="list-style-type: none"> <li>• The source code</li> <li>• The computer programs</li> <li>• The databases</li> <li>• The graphic elements</li> <li>• The technical architecture</li> <li>• Documentation</li> </ul>

Leexi may (subject to the Publisher's commitments specified in the Appendices):	
<ul style="list-style-type: none"> <li>• Modify or correct the Solutions</li> </ul>	<ul style="list-style-type: none"> <li>• Grant access to the Solutions to any third party</li> </ul>

<ul style="list-style-type: none"> <li>• Communicate with Leexi platform users by email, telephone and post</li> </ul>	<ul style="list-style-type: none"> <li>• Communicate information about Leexi's evolution, for example with a newsletter, promoting value-added content for Leexi users</li> </ul>
<ul style="list-style-type: none"> <li>• Transfer the Solutions and Subscriptions to any third party</li> </ul>	<ul style="list-style-type: none"> <li>• License the Solutions to any third party</li> </ul>
<ul style="list-style-type: none"> <li>• Take or not take legal action (infringement...) of the Solutions against any third party, including the Customer and/or the Operators</li> </ul>	

### Obligations

<p>Leexi must :</p>
<p>To operate the Solutions in compliance with the legal framework applicable to publishers of SaaS solutions and with our commitments specified in the appendix, in particular:</p>
<ul style="list-style-type: none"> <li>• regulations on data protection, information systems security and digital ethics</li> <li>• the rights of third parties</li> <li>• of these T&amp;Cs</li> </ul>
<p>Allow access to the Solutions and their proper functioning, except during Maintenance periods:</p>
<ul style="list-style-type: none"> <li>• To ensure the Application and Evolutionary Maintenance</li> <li>• To ensure the confidentiality of the Data</li> <li>• Ensure business continuity and guarantee the availability of the Solution</li> <li>• To make the Documentation available to the Customers</li> <li>• To hold the right to use the Solutions</li> <li>• To ensure the security of the Solutions</li> </ul>
<ul style="list-style-type: none"> <li>• Ensure compliance with these T&amp;Cs by its employees, corporate officers, trainees and subcontractors</li> <li>• Provide Customer Service from Monday to Friday from 9:00 a.m. to 1:00 p.m. and from 2:00 p.m. to 6:00 p.m., excluding public holidays</li> <li>• Implement the means necessary for the normal operation of the Solutions</li> </ul>
<ul style="list-style-type: none"> <li>• The Provider's liability is limited to an obligation of means.</li> </ul>

Indemnify Customers	
Originating event	In case of non-compliance with the T&Cs by Leexi
Damages	Only the direct damage of the Customer resulting from the non-observance of the T&Cs
Maximum compensation	An indemnity of the annual price paid for the Subscription to the concerned Solution in the last 6 months

#### Limits of liability and warranty

Leexi is not responsible for:
For any indirect damage, for example:
<ul style="list-style-type: none"> <li>● loss of customers</li> <li>● commercial prejudice</li> <li>● loss of turnover</li> </ul>
The Customer's prejudice linked to its production based on the Solutions
Damages related to the use of the Solutions by the Customers or the Operators that do not comply with the T&Cs
Information and advice given on the Site, the Solutions and in the Documentation: <ul style="list-style-type: none"> <li>● they are only aids for using the Solutions</li> <li>● they cannot create obligations for Leexi that are not provided for in these T&amp;Cs</li> </ul>
In the event of a difference between : <ul style="list-style-type: none"> <li>● the visuals of the Solutions on the Site or the commercial communications of Leexi</li> <li>● and the Solutions made available</li> </ul>
In case of unavailability of the Solutions due to : <ul style="list-style-type: none"> <li>● Force majeure</li> </ul>

- difficulties linked to the Hosting sites
- difficulties linked to the Internet network
- difficulties linked to IA subcontractors
- difficulties related to the structure of the telecommunications networks
- difficulties related to your internal networks, your equipment and your computer programs

Leexi does not warrant that :

- use of the Solutions will be uninterrupted or error-free
- the Solutions will work in combination with any hardware or internet browser
- the Server(s) and the Solution will be free of viruses or other harmful components

# CUSTOM DEVELOPMENT AND API INTEGRATION

These services may be provided by Leexi employees or technical partners.

Depending on the level of complexity and the financial dimension of the customized service, we are likely to submit an ad hoc service contract.

What kind of custom IT services do you need?

Integration: <ul style="list-style-type: none"> <li>● of the API</li> <li>● of functionalities</li> </ul>
Preventive and curative maintenance of the deliverable

### The price of custom IT services

Unit price per developer/integrator day	750€ + VAT
Development time	It is defined by Leexi according to the Expression of need

### What is the procedure for custom services?

For the establishment of the Quotation :	The Customer submits the Expression of Need to Leexi
Establishment of the Quotation :	Leexi attaches a service contract and integrates the appendix of the deliverable into the quotation
After acceptance of the Quotation :	Leexi writes the Technical Specifications
Upon delivery of the Deliverable :	Digital signature of the provisional acceptance report
During the following 15 days :	the Customer tests the Deliverable and sends Leexi his remarks Leexi makes any corrections
15 days after the provisional Acceptance	date of the final Acceptance start of the Maintenance

### Who does what?

The Customer	Leexi
Pays the amounts indicated on the Quote	<ul style="list-style-type: none"> <li>● Produces the Deliverable</li> <li>● Delivers the instructions for use of the Deliverable</li> <li>● Transfers some IP Assets</li> </ul>
<p>Other duties</p> <ul style="list-style-type: none"> <li>● Validate the Technical Specifications and the Recipes</li> <li>● Transmits the deliverable texts</li> <li>● Answer questions and actively collaborate</li> <li>● Look at the tasks as they are done</li> <li>● Gives feedback</li> <li>● Gives the right information</li> <li>● Alert to any difficulties</li> </ul>	<p>Primary Duties</p> <ul style="list-style-type: none"> <li>● Writes Technical Specifications</li> <li>● Programs and/or sets and/or integrates : <ul style="list-style-type: none"> <li>○ the technical architecture</li> <li>○ the functionalities</li> <li>○ the databases</li> <li>○ the APIs</li> </ul> </li> <li>● Designs, captures, implements and integrates: <ul style="list-style-type: none"> <li>○ The texts</li> <li>○ Graphic elements</li> </ul> </li> </ul>

## 5. MAINTENANCE OF LEEXI SOLUTIONS

Maintenance	
Start	the day the Subscription starts
Successive durations	one year, or one month depending on the Customer's Subscription
Renewal	by tacit renewal unless cancelled at least 1 month before end of Subscription
Tariff	included in the cost of the license

Terms	<ul style="list-style-type: none"> <li>● The Customer sends the Anomalies by email to <a href="mailto:hello@leexi.ai">hello@leexi.ai</a></li> <li>● Leexi acknowledges receipt of the Anomaly the Customer cooperates with</li> <li>● Leexi for the treatment of the Anomaly</li> <li>● Leexi informs the Customer by email of the time required to process the Anomaly</li> <li>● Leexi solves the Anomaly <ul style="list-style-type: none"> <li>○ Leexi informs the Customer 5 working days before the Preventive Maintenance operations</li> <li>○ The Customer informs Leexi one month before a period of overload of use of the Deliverable</li> </ul> </li> </ul>
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## 6. COMMON RULES AND CONFIDENTIALITY

ARE CONFIDENTIAL	<ul style="list-style-type: none"> <li>● the Expression of Requirements and the Data</li> <li>● the Documentation and the training materials</li> <li>● information transmitted by a Party with the mention "confidential".</li> </ul>
WHO IS LIABLE?	<ul style="list-style-type: none"> <li>● the Party receiving the confidential information</li> <li>● Any person working on behalf of and for the Party concerned</li> <li>● its employees, collaborators, corporate officers, shareholders, subcontractors</li> </ul> <p>example: Leexi must keep the Expression of Needs confidential</p>
WHO IS THE BENEFICIARY?	<ul style="list-style-type: none"> <li>● the Party sending the confidential information</li> </ul> <p>example: Leexi benefits from the confidentiality of the Documentation</p>
HOW TO ENSURE CONFIDENTIALITY?	<ul style="list-style-type: none"> <li>● not pass on the Confidential Information to third parties</li> <li>● use the Confidential Information only to perform this Agreement</li> <li>● technically and legally protect the confidentiality of the Confidential Information</li> </ul>
FOR HOW LONG?	<ul style="list-style-type: none"> <li>● during the Contract</li> <li>● 2 years after the end of the Agreement</li> </ul>



WHAT TO DO IN THE EVENT OF A BREACH OF CONFIDENTIALITY?	<ul style="list-style-type: none"> <li>● send an urgent notification</li> <li>● a formal notice by Notification</li> <li>● in case of alleged or proven prejudice, contact a mediator</li> </ul>
WHAT CAN YOU DISCLOSE?	<ul style="list-style-type: none"> <li>● information that has become public</li> <li>● information already known before the conclusion of the Contract</li> <li>● information that you have developed yourself, independently</li> <li>● information that the law or a judge requires to be disclosed</li> </ul>

Personal data

Leexi is the Data Controller of the Personal Data collected on the customer in the context of the contractual relationship	<ul style="list-style-type: none"> <li>● Personal Data protection rules are defined in our Privacy Policy (see Appendix 2)</li> </ul>
The Customer is the Data Controller of the Personal Data contained in its Solution	<ul style="list-style-type: none"> <li>● The Customer must define its rules for protecting the Personal Data of its Data</li> </ul>
leexi is a subcontractor for the processing of the Personal Data contained in the Data	<ul style="list-style-type: none"> <li>● The subcontracting rules are defined in the subcontracting conditions specified in the appendix</li> </ul>
Subcontracting	<ul style="list-style-type: none"> <li>● Leexi may freely use subcontractors for the operation of the Solutions, the performance of ancillary Services and custom IT Services.</li> </ul>
Commercial and technical reference	<ul style="list-style-type: none"> <li>● Leexi may quote the Customer and display its logo/brand as a reference in its commercial communication.</li> <li>● The Customer may quote Leexi and display its logo/brand as a reference in its commercial communication.</li> </ul>
Independence of the Parties	<ul style="list-style-type: none"> <li>● The Parties are independent professional partners. They each assume their own risks.</li> </ul>
Cooperation of the Parties	<ul style="list-style-type: none"> <li>● The Parties shall inform each other of any difficulties as soon as possible.</li> <li>● The Parties are available for the smooth running of the Contract</li> </ul> <p>The Parties always try to find amicable solutions. The Parties shall behave together honestly.</p>
Tolerance	<ul style="list-style-type: none"> <li>● The Contract is not modified by tolerating a breach by a Party.</li> </ul>

Invalidity	<ul style="list-style-type: none"> <li>● If any part of the T&amp;Cs is invalidated, the rest of the T&amp;Cs remains applicable.</li> </ul>
Applicable law	<ul style="list-style-type: none"> <li>● Belgian law, in the French language.</li> </ul>
Competent Jurisdictions	<ul style="list-style-type: none"> <li>● The jurisdictions of the Brussels area.</li> </ul>

#### Disputes

What to do in case of a dispute?	<ul style="list-style-type: none"> <li>● in case of emergency, initiate proceedings before the competent court in Brussels</li> <li>● in all other cases : go to mediation</li> </ul>
How to choose the mediator ?	<ul style="list-style-type: none"> <li>● if possible, reach an agreement with the other Party</li> <li>● if not, ask the competent court in Brussels</li> </ul>
Has the mediation failed?	<ul style="list-style-type: none"> <li>● initiate proceedings before the competent court in Brussels</li> </ul>

# Appendix

## Our service quality and compliance commitments

As part of its strategic project, as a publisher of SaaS solutions in the Conversational Intelligence sector, Leexi is committed to and seeks to differentiate itself around 3 levers:

- Aiming for excellence in our approach to innovation and quality of service to customers: Conversational Intelligence serving Business Transformation.
- Go beyond compliance with the regulatory framework applicable to SaaS solution providers via our commitment to data protection, information systems security and digital ethics.
- To have a positive impact on our employees, customers, suppliers and on society via our CSR policy

# Appendix 1

## Data protection and digital ethics

### Appendix 1.1 leexi's digital ethics and compliance with IA regulations

As part of our CSR commitment, we are constantly striving to put people at the center of our approach.

By combining sales and digital technology, we are helping to put people back at the heart of the digital society and to reinvent the place of business relationships in this new environment.

With our network of expert legal partners, in the context of the design and development of our technological solutions, we ensure that we anticipate future European regulations on artificial intelligence and respect the best practices applicable to the use of AI.

[Proposal for a REGULATION OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL LAYING DOWN HARMONISED RULES ON ARTIFICIAL INTELLIGENCE \(ARTIFICIAL INTELLIGENCE ACT\) AND AMENDING CERTAIN UNION LEGISLATIVE ACTS](#)

Leexi is committed to:

- Respect fundamental rights: ensure that the design and implementation of artificial intelligence tools and services are compatible with fundamental rights
- Guarantee a principle of non-discrimination: specifically prevent the creation or reinforcement of discrimination between individuals or groups of individuals;
- Guarantee the principle of quality and security: with regard to the processing of jurisdictional decisions and judicial data, use certified, legal sources and intangible data with models designed in a multidisciplinary manner, in a secure technological environment;
- Guarantee the principle of transparency, neutrality and intellectual integrity: make data processing and algorithm design methodologies accessible and understandable, allowing external audits
- Guarantee the principle of control by the Operator: banish a prescriptive approach and allow the user to be an informed actor and master of his choices.

### Appendix 1.2 Personal data

As part of our commitment to comply with data protection legislation, we inform our Customers that Leexi may store, process and use personal data for the purposes of fulfilling the purpose of the order, in accordance with the Law of 30 July 2018 on the protection of individuals with regard to the processing of personal data and the General Data Protection Regulation (Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016), hereinafter the 'Regulations'.

The processing of the personal data concerned (surname, first name, capacity, e-mail, telephone number) of our Customers is based on the legal basis of the performance of the Contract. The information collected is strictly confidential and reserved exclusively for the competent Leexi departments responsible for the performance of the Contract. Personal data will not be used for any purpose other than the performance of this Contract.

Our Customers' personal data is only kept for the time required to process it. Under no circumstances will this period exceed five years from the end of the commercial relationship.

In accordance with the Regulations, our Customers have a number of rights regarding their personal data, including the right of access, rectification, erasure, restriction of processing, opposition to processing (within the limits of the legal obligations imposed on Leexi), and the right to data portability. They also have the right to lodge a complaint with the Data Protection Authority (Rue de la Presse, 35, 1000 Brussels - <https://www.autoriteprotectiondonnees.be>).

Customers have the right to issue instructions concerning the fate of their personal data after their death.

Customers may exercise these rights and/or ask any questions relating to the processing of their personal data by Leexi by contacting Leexi's Data Protection Officer (DPO) by e-mail at the following address: [dpo@leexi.ai](mailto:dpo@leexi.ai).

As Leexi acts as a sub-contractor in the name and on behalf of the Customers in the processing of their personal data, the Parties are bound by the Personal Data Processing Agreement which forms an integral part of this Contract.

### Appendix 1.3 Data Hosting and Communication Transcription

Our solutions and the data integrated by our customers are hosted on AWS servers located in Europe.

AWS is part of the Cloud Infrastructure Services Providers in Europe, which is a data protection code of conduct for infrastructure service providers in accordance with Article 40 of the GDPR.

This code has been approved by the European Data Protection Committee (EDPS) and adopted by the French data protection authority (CNIL). Thus, it ensures that data is secured and protected in accordance with the GDPR.

The link is here to [AWS privacy policy](#) :

## Appendix 2

### Information System Security Policy

Leexi undertakes to secure the Platform, particularly in terms of logical and/or physical intrusion, confidentiality, integrity and data backup.

Therefore, Leexi undertakes to implement and maintain optimal physical and logical security.

The security of the tools developed and the Information System of Leexi is an essential component of the protection of the company's own interests, as well as those of our Customers.

Leexi has obtained the Iso 27 001:2022 certification, detailed information is available at this link: <https://trust.leexi.ai/>.

Our Information System Security Policy takes into account the main risks incurred and identified:

- Risk of unavailability of information, tools, and systems processing them
- Risk of disclosure or loss of confidentiality, whether accidental or voluntary, of personal information or information not provided by the Customer and for which Leexi acts as a subcontractor
- Risk of alteration, or loss of integrity, which could lead to a loss of information for the Customer.

The main objectives of the implementation of our Information System Security Policy are:

- Improve and formalize the security management of the Solutions
- Offer AWS hosting services
- Extend best practices to all services offered by Leexi
- Create a culture of security among Leexi teams and its customers.

Each actor of the Leexi Information System Resources, Operator or Administrator, subcontractors or Customers, is made aware of the importance of reporting any suspected real incident. This includes the loss or theft of any IT resources or data carriers. The recording of incidents is systematic.

Customers can report any incident through [admin@leexi.ai](mailto:admin@leexi.ai)

## Appendix 3

### Maintenance of the Solution

#### Appendix 3-1 Types and Scope of Solution Maintenance

##### 3-1-1 Corrective Maintenance of the Solution

###### Content and scope

During the term of the License, Leexi provides corrective maintenance for the Solution in accordance with the service levels in this Appendix, compliance with which is subject to a reinforced obligation of means.

The corrective maintenance consists in particular of:

- Supporting Customer's requests for technical assistance or support related to the use, performance, and operation of the Solution; and
- Resolving Anomalies through final resolution, and if necessary, temporary resolution.

Under corrective maintenance, Leexi undertakes in particular to:

- Integrate temporary and final resolutions;
- Proceed to the global restoration of the proper functioning of the Solution after the integration of temporary and final resolutions;
- Avoid regression of the functionality of the Solution in the correction of the Anomalies.

##### 3-1-2 Preventive and evolutionary maintenance of the Solution

Leexi may, at any time, improve or add features to the Solution by integrating all patches, updates and upgrades that it publishes.

In the event of modifications to the functionalities or ergonomics of the Solution, Leexi undertakes, at the Customer's request, to accompany the Customer in training in the use of these modifications.

In addition, Leexi undertakes to provide the Customer, at no extra cost, with updates to the Solution in accordance with technical requirements and, in particular, security and compatibility with the operating system and/or database management system, as well as legal and regulatory requirements

###### Notifications

The request for intervention shall be made during working hours (9:00 a.m. - 6:00 p.m. Paris time, Brussels time), on working days, by e-mail to the address: [hello@leexi.ai](mailto:hello@leexi.ai)

## Appendix 4

### Responsibilities

Leexi's total liability is limited to direct damages suffered by the Customer. Thus, Leexi cannot be held responsible for indirect prejudices which include, without this list being exhaustive: commercial or financial prejudice, loss of clientele, loss of brand image, loss of profit, loss of order, any commercial disturbance as well as any action emanating from third parties and for which it will not be shown that they are attributable to Leexi being thus excluded.

In addition, in the event that Leexi's liability is incurred due to a fault of the latter, Leexi's total cumulative liability will be expressly limited, all causes combined, to the amount paid to Leexi during the last 6 months of the Subscription.

Furthermore, Leexi shall not be liable to the Customer or any person acting on behalf of or through the Customer (including Operators) for any claims made by them as a result of any loss, injury, claim, damage or liability of any kind suffered in any way as a result of :

- non-conforming use of the Solution by the Customer;
- errors or omissions in the information provided by the Customer
- breakdowns or interruptions preventing access to all or part of the Solution or comments or Personal Data integrated by the Customer into the Solution, which would be in violation of applicable legislation, in particular intellectual property law, the European regulation on the protection of personal data of natural persons (hereinafter "GDPR"), public order and good morals;
- unforeseen circumstances beyond the control of Leexi. Furthermore, Leexi shall in no event be liable to Leexi or any other person for any decision or action taken by Leexi based on such information accessible through the Solution or by means of any other software services or services that may be offered.



## Appendix 5

### Insurances

Each Party undertakes to insure itself and to maintain in force its insurance policy with an insurance company known to be solvent and established in its country, for all the pecuniary consequences of its civil, professional, tort and/or contractual liability due to any damage caused to the Customer and to any third party within the framework of the performance of the Contract.

Each Party undertakes to provide, at the first request of the other Party, a valid insurance certificate indicating the amount of coverage.

The lack of insurance or the inadequacy of the amounts covered shall not exonerate or limit the liability and guarantees owed by the Parties.

Each Party agrees to maintain in force its civil and professional liability insurance policy for the duration of this Agreement.

## Appendix 6

### Assignment of contract - subcontracting

#### Appendix 6-1 Assignment of the Contract

As the Contract has been entered into *intuitu personae*, it may not be assigned or transferred under any circumstances, nor may the rights and obligations contained therein be transferred to any person or in any form whatsoever by either Party without the express prior written consent of the other Party.

#### Appendix 6-2 Subcontracting

Leexi may, for the purposes of carrying out the Service and subject to compliance with the provisions set out in the article "Protection of personal data", entrust one or more subcontractors with the design and/or execution and/or production of certain missions whose nature does not fall within its specific competencies, provided that:

- The use of subcontractors does not in any way reduce Leexi's liability to the Customer. Leexi remains the guarantor vis-à-vis the Customer of the respect, by its subcontractors, of the perfect execution of the Service;
- Leexi remains in any case the sole interlocutor of the Customer in the execution of the Service;
- Leexi guarantees the Customer at first request in the event that a subcontractor or service provider requests direct payment from the Customer for work performed in this capacity.

## Appendix 7

### Professional reference

The Customer authorizes Leexi to use its trade name and logos as a commercial reference on its internal and external communication media for the entire duration of the Subscription.

The Customer also undertakes to include the Leexi trade name and/or logos on the Solution for the entire duration of the Contract.

Under these conditions, each Party authorizes the other Party, on a non-exclusive and non-transferable basis, to reproduce and represent, for the duration of the Contract, the trade name and/or logos of the other Party, under the conditions defined above and in compliance with the graphic charter transmitted by the Party holding the rights, where applicable.

Each Party undertakes not to file, either during the term of the Contract or at its expiry, any application for an identical or similar trademark including the trade name and/or logos of the other Party or to reserve a domain name including the latter.

## Appendix 8

### Termination

#### Appendix 8-1 Standard Termination

Either party may terminate the Subscription

- without notice, until the last day for a monthly or annual subscription by Stripe
- depends on the options chosen following a quote

#### Appendix 8-2 Termination for Default

In the event of a breach by either Party of any of its obligations under the Contract, the Contract may be terminated at any time, in whole or in part, by operation of law, following formal notice sent by the other Party by registered letter with acknowledgement of receipt, which has not been followed by action within thirty (30) days of its receipt.

Any termination of the Contract for default shall be without prejudice to the damages to which the Party initiating the termination may be entitled.

Each Party may also unilaterally terminate the Contract, with immediate effect, in the event that

- where a directly competing entity would take control of the other Party,
- where one of the Parties joins forces with a competitor of the other Party,
- a serious breach by one of the Parties of a provision of the Contract.

# Appendix 9

## Definitions

**Subscription:** type of contractual formula chosen by the Customer, specifying the functionalities accessible, the duration of the Contract and the price invoiced.

**Annual Subscription:** Subscription for a one-year period.

**Monthly Subscription:** Subscription for a one-month period.

**Appendix:** the part of the Agreement appended to the T&Cs.

**IP Assets:** means all intellectual property rights and all applications for protection of intellectual property rights, such as patents, trademarks, designs, software, copyrights and all materialized intellectual property interests, such as the Soleau envelope or secret know-how.

**Administrator:** means the person with access to the Administrator Account.

**Anomaly:** any inconsistency between the operational results of the Deliverable and the Technical Specifications.

**Blocking Anomaly:** Anomaly that makes normal use of an essential function of the Deliverable impossible without a workaround.

**Major Defect:** A blocking defect for which a workaround has been found. **Minor Defect:** A Defect that is neither a Blocking Defect nor a Major Defect.

**API:** "Application Programming Interface"; a computer solution that allows computer applications to communicate with each other and exchange services or data.

**Customer:** a legal or natural person who enters into a Contract, or who has paid for a Subscription, or during the trial period.

**Administrator Account:** means a login account to a Solution via the Administrator's Identifiers. From this account, the Administrator may:

- access the functionalities of the Solution,
- create Operator Accounts.

**Special Conditions:** information appearing on the Subscription Page or on the Quotation.

**Operator Account:** means an account for connection to a Solution via the Operator's Identifiers, which are assigned by the Administrator. From this account, the Operator can access the features of the Solution.

**Contract:** the set of Special Conditions and these T&Cs.

**Demo:** remote demonstration, by videoconference, of the operation of a Solution. **Documentation:** description of the functionalities and instructions for use of each Solution.

**Data:** means the texts, graphical elements or decision trees recorded by the Customer or under his responsibility, within each Solution, from the Customer Space.

Personal Data: means any information directly or indirectly related to a natural person (name, identification number, location data, online identifier, etc.).

DPO: "Data Protection Officer"; natural or legal person in charge of the protection of Personal Data at Leexi.

Customer Space: web application of each Solution, hosted on the Servers, containing the functionalities of the Solution, the Administrator Account and Operator Accounts and the Data.

Expression of need: non-technical description, in general terms, presenting

- the Customer's needs justifying the realization of customized IT Services,
- the purpose of the Deliverable,
- the main functionalities of the Deliverable.

Force majeure: are considered as force majeure :

- cases usually recognized as such by French or Belgian jurisprudence
- total or partial strikes, internal or external to each Party, if it could not prevent them,
- bad weather, earthquake, fire, storm, flood, water damage,
- epidemics,
- blockages of telecommunications,
- blockages of means of transport or supply.

Host: a specialized company that hosts the Solutions, the Data and the Customer Area.

Business hours: Monday to Friday, from 9:00 a.m. to 1:00 p.m. and from 2:00 p.m. to 6:00 p.m., excluding public holidays.

Customer Service: service offered by Leexi consisting of answering any questions the Customer may have regarding the use or malfunction of a Solution, either by email or by telephone.

Identifiers: email address and password allowing to connect to an Administrator Account or an Operator Account.

Artificial Intelligence (AI): process of imitating human intelligence based on the creation and application of algorithms executed in a dynamic computer environment

Confidential Information: means information that is confidential to a Party and that must be communicated to the other Party for the performance of the Contract.

Conversational Intelligence: Conversational intelligence starts with trust, builds quality relationships and ends with business success

Developer Day: 7 hours of work by a Leexi IT developer or one of its subcontractors, for the realization of the Customized IT Services.

Coder Day: 7 hours of work by a Leexi coder or one of its subcontractors, for the realization of the Ancillary Services.

Public holidays:

France: January 1<sup>st</sup>, Easter Day, May 1<sup>st</sup>, May 8, Ascension Day, Whit Monday, July 14, August 15, November 1<sup>st</sup>, November 11 and December 25 of each year.

Belgium: January 1<sup>st</sup>, Easter Day, May 1<sup>st</sup>, Ascension Day, Whit Monday, July 21, August 15, November 1<sup>st</sup>, November 11 and December 25 of each year.

Deliverable: the result of the realization of the Customized IT Services, as defined in the Technical Specifications, to meet the Expression of Requirements. The Deliverable can be, for example: a website, a platform, a mobile application.

Maintenance: Curative Maintenance and/or Preventive Maintenance, included in the Customized IT Services.

Curative Maintenance: IT service whose purpose is to take care of any problem and/or incident on the Deliverable resulting in an Anomaly reported by the Customer or detected proactively by Leexi.

Preventive Maintenance: IT service consisting in

- regularly update all or part of the Deliverable elements,
- perform minor Anomaly(s) corrections.
- perform minor modifications to the Deliverable necessary:
  - to the Deliverables IT security,
  - to the Deliverables compatibility with web browsers.

Notification: letter sent by a Party to the other Party:

- either by electronic registered letter with acknowledgement of receipt,
- or by registered letter with acknowledgement of receipt,
- or by hand-delivered letter against receipt.

When Notification is provided for in the T&Cs, in the event of sending by registered letter with acknowledgement of receipt:

- the time limits run from the first presentation of the letter,
- it is the date of dispatch that is the reference date for the termination of the Contract.

Operator: means the natural person named by the Customer, whether an employee, trainee or who works in the name and on behalf of the Customer and who is authorized to use a Solution. The Operator:

- has a right to access and use a Solution,
- must comply with the T&Cs.

The Customer undertakes to ensure that the Operator complies with the T&Cs.

Subscription Page: web page accessible via the Sites, allowing to subscribe to a Subscription. Party(ies): the Customer and/or Leexi.

Trial Period: time during which the Customer can test, free of charge, features of the Solutions that are normally chargeable.

Customized IT services: services of writing Technical Specifications and IT developments carried out by leexi or under its responsibility by one of its subcontractors, for the Customer. They include the production of the Deliverable and Maintenance.

Privacy Policy: rules for processing and protecting personal data of Leexi, contained in Appendix 2 of these T&Cs

Provisional acceptance: statement, via a report signed digitally by the Parties,

- the completion of the Deliverable,
- the availability of the Deliverable to the Customer.

Final acceptance: event occurring automatically 15 days after the provisional acceptance. The 15-day period between Provisional Acceptance and Final Acceptance is intended to allow:

- the Customer to examine the Deliverable in detail,
- Leexi to correct the Anomalies indicated by the Customer.

Responsable de Traitement : désigne la personne morale qui, seule ou conjointement avec d'autres, détermine les finalités et les moyens d'un traitement de Données Personnelles.

Servers: computer equipment belonging to the Host and located on its premises, on which Leexi

- has an exclusive right of use,
- hosts the Solutions, the Customer Area, the Administrator Account, the Operator Accounts, the Sites and the Data.

Website : <https://www.leexi.ai>

Solution(s): Leexi's web platform accessible by the Customer and the Operators

Technical Specification: a document containing the result of Leexi's analysis of the Expression of Need and describing the Customized IT Services to be performed under the Agreement. The Technical Specifications are established by Leexi in order to be compatible with the number of Developer Days provided in the Quotation.

Trainee: an individual participating in a training course provided as part of the Ancillary Services.

VAT: Value Added Tax due by the Customer.

Processing of Personal Data: means any operation or set of operations relating to Personal Data, regardless of the process used (collection, recording, organization, storage, adaptation, modification, retrieval, consultation, use, communication by transmission, dissemination or any other form of provision, reconciliation or interconnection, deletion or destruction, ...).