

Terms and Conditions for inWebo Service

As applicable on November 20th, 2018

Online version: [link](#)

By accepting this agreement, you agree to be bound by and abide by its terms and conditions. Your use of inWebo Service indicates your continued acceptance of this Agreement. You agree that the electronic acceptance of this Agreement is intended to have the same force and effect as if this Agreement were physically signed. If you do not accept these terms and conditions, you should not use the Service. In this Agreement, the words "you", "your", and "Customer" refer to the organization on whose behalf the person accepting this agreement is acting, and inWebo refers to In-Webo Technologies SAS and its affiliates.

Article 1 – Information about inWebo

In-Webo Technologies SAS "inWebo" is a corporation registered in France. inWebo provides a service "Service" to organizations, which main purpose is for these organizations to authorize their users "Users" including employees, contractors, partners, or customers when they request to access or to use accounts or resources provided by the organization.

The general terms and conditions for subscribing and using the Service are set out in these General Terms and Conditions (the "GTC").

inWebo can be contacted via its website <https://www.inwebo.com> or by email at contact (at) inwebo.com.

Article 2 – Prerequisites for subscribing to the Service

You hereby declare that you are an authorized person by your organization to subscribe to the Service on behalf of your organization, referred as the "Customer" in the GTC. You also declare that you fully understand what your organization gets from using the Service provided by inWebo as set out in the GTC.

You undertake to provide accurate information as requested in the scope of the GTC, in particular your organization legal or business name, address and in case of billable options, VAT or other tax numbers if applicable, and any other requested information. You also undertake to maintain this information up to date with inWebo.

As an overriding condition of the GTC, you undertake not to use the Service to provide products or services that are illegal or infringe the rights of third parties (including intellectual property rights) or undermine public order and decency.

To subscribe to the Service and have the right to use it, you must read and agree to the GTC and provide you free and full consent as follows:

By clicking the box next to "I agree to the General Terms and Conditions" displayed when subscribing to the Service, you acknowledge that you fully understand and unreservedly agree to all the provisions contained in the GTC of inWebo Service.

Article 3 – Description of inWebo Service

The Service consists of components provided to the Customer and its Users, including but not limited to:

- an application and a library used to generate One-Time Passwords on a mobile phone,
- a library used to generate One-Time Passwords from a web page,
- applications and libraries used to sign in to local resources such as Microsoft Windows computers using One-Time Passwords
- a self-service portal for Users to manage their authentication preferences
- a web administration console “Console” for the Customer to configure and manage its authentication parameters and policies
- an application used to synchronize the Customer’s user directories with the inWebo Service
- a validation service dedicated to the Customer, hosted and operated by inWebo or by the Customer
- a web services API and other interfaces to the validation service

Under the GTC, the authentication of a User is a technical process used by the Customer to verify the User’s rights to access or use a Customer application, service, system, resource, or device.

Article 4 – Description of inWebo Support

The Customer is responsible for answering requests from its Users at its costs.

Under the GTC, inWebo publishes on its websites information related to the operation of the Service, as well as procedures and documentation for the implementation of the Service by the Customer.

During the evaluation period and the period(s) of use, inWebo provides administrator(s) designated by the Customer with technical support. Questions and issues can be raised by administrators by email or through the inWebo support portal. Access to this portal is given to administrators designated by the Customer. Details on how to reach inWebo support are provided at the time of subscription and when a new administrator is designated by the Customer.

Before submitting any request to inWebo, the Customer shall undertake all reasonable measures to solve or correct the errors and malfunctions on its end, including network connectivity issues.

Article 5 – Evaluation period - Subscription

The use of the Service requires the Customer to subscribe to the Service. The subscription includes an optional free non-renewable 30-day evaluation period, followed by 12-month renewable periods of use.

The Customer can benefit from an optional 30-day non-renewable evaluation period starting on the date of creation of an inWebo account giving access to the Console. Such an account can be created on inWebo websites. The evaluation period is a way to evaluate the Service, free of charge and without commitment. The Customer should take advantage of the evaluation period to ensure that the Service meets its expectations, as inWebo cannot provide such guarantee. The evaluation period of the Service is covered by the GTC.

If the Customer would like to subscribe to the Service, during or after the evaluation period, or without going through an evaluation period, it must request it to inWebo on inWebo websites or by contacting an inWebo salesperson or an inWebo authorized reseller. The request shall mention how many user licenses are needed, which options are needed, and the requested duration of use. Failing to do so

upon expiration of the evaluation period will result in the automatic termination of the Service and expiration of the authorization granted to the Customer to use the Service.

inWebo can refuse to provide anyone with an evaluation period without having to justify its decision and can therefore cancel an evaluation account.

inWebo can also refuse to provide anyone with a free Service plan without having to justify its decision. inWebo can therefore requalify a subscription for a free Service plan as a free evaluation account and can cancel a free account or change it to an evaluation account.

Finally, inWebo can cancel a free account that has not been used in the last 6 months, without having to justify its decision.

Article 6 – Duration – Termination - Cancellation

6.1 – Duration

If the Customer has registered for an evaluation period and wished to subscribe to the Service, the period of use shall begin on the day following the last day of the evaluation period. Otherwise, the period of use shall begin on the day of subscription to the Service. The subscription is for an initial period of twelve (12) months unless a different period has been agreed with inWebo or its authorized reseller. Before the end of each period of use, the Customer may opt to renew the period of use for a minimum of twelve (12) months starting on the day after the end of the previous period.

6.2 – Notification to end the subscription – Termination

At any time before the end of the current period of use, the Customer may decide to end its subscription by sending an email indicating that it does not wish to renew its subscription after the expiration of the current period of use. The Customer will continue to benefit from the possibility to use the Service until the end of the current period of use. The Service will terminate on the last day of the current period of use. Irrespective of the date when the Customer indicates its wish to end or not renew its subscription, inWebo shall not owe the Customer any compensation or amounts paid for the subscription. The fees paid for the Service remains the ownership of inWebo, even if the Service is not used or is terminated.

6.3 – Cancellation

If the Customer fails to perform some or all its obligations under the GTC, inWebo may terminate the Service with or without formal notice being made to the Customer to fulfill its obligations. inWebo might send a formal notice by any means of its choice, including simple electronic mail (email). The right of canceling the GTC granted by this article is without prejudice to any damages and interests to which inWebo might be entitled, or to any other means of recourse that inWebo might use.

6.4 – Consequences of termination

Following the termination of the GTC, for whatever reason, the Customer accepts that its account on the Console will no longer be accessible and that the data it may still contain will be deleted after a delay not exceeding 6 (six) months. The Customer may sign up for an archiving option if they want the data to survive the termination of the authentication subscription (respectively, of a free account, of an evaluation account).

Article 7 – Payment

7.1 – Conditions and methods of payment

The fees for the subscription to the Service are payable in one full payment upon ordering. These fees shall under no circumstances be reimbursed, even if the Customer cancels its subscription, for any reason.

All fees owed to inWebo, plus applicable VAT or sales tax, are payable by debit or credit card if inWebo proposes this option, by wire transfer to inWebo bank, or to an authorized reseller.

In case of payment with a debit or credit card, the Customer shall provide inWebo's payment service provider with a valid card number and authorizes inWebo's payment service provider to charge its card with the amounts owed. inWebo does not have access to the payment details given by the Customer to the payment service provider.

7.2 – Default of payment

By explicit agreement, any default of payment at the agreed time shall lead to the following actions, without a need for prior notice:

- The termination of the current subscription.
- The termination of all current services, of any kind and progress.
- The expiration of the authorization to access the Console and to use the Service.

Any debt collection proceedings that inWebo is required to take out against the Customer shall be at the expense of the Customer.

Article 8 – Intellectual Property

8.1 - Intellectual property rights

Except as expressly provided, this Agreement does not grant the Customer or inWebo any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between us, the Customer owns all intellectual property rights in its Users' data and its service/application (if applicable), and inWebo owns all intellectual property rights in the Service and related software and hardware.

8.2 – Feedback

If the Customer provides inWebo feedback or suggestions about the Service, inWebo may use that information without obligation to the Customer, and the Customer hereby irrevocably assigns to inWebo all right, title, and interest in that feedback or those suggestions.

8.3 – Software license

The Customer's right to access and use the Service is non-exclusive and non-transferable.

Subject to the GTC and during the evaluation period and the period(s) of use, the Customer shall be granted a limited, revocable, non-exclusive, non-sublicensable license for the Service and its components for which it has a valid subscription, including a license for the inWebo client software and libraries for its Users. The conditions of these licenses (duration, cancellation, termination) are aligned with those of the subscription.

8.4 – Reports

Subject to the GTC and during the evaluation period and the period(s) of use, the Customer may remotely access, view and download its reports accessible in the Console or via the API.

8.5 – Limitations

The only permitted use of the Service is to help the Customer authenticate its Users. The Customer will not (and will not allow any third party to) (i) copy, modify, adapt, translate or otherwise create derivative works of the software that runs the Service (the "Software") or the documentation; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software, except as expressly permitted by the law in effect in the jurisdiction in which the Customer is located; (iii) rent, lease, sell, assign or otherwise transfer rights in or to the Software, the

documentation, or the Service; (iv) remove any proprietary notices or labels on the Software or placed by the Service; (v) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or the Software; or (vi) use data labeled as belonging to a third party in the Service for purposes other than generating, viewing, and downloading Reports. The Customer will comply with all applicable laws and regulations in its use of and access to the documentation, Software, Service, and reports.

Article 9 – Liability

DISCLAIMER OF WARRANTIES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR IN THE GTC, INWEBO MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, SATISFACTORY QUALITY, AND NONINFRINGEMENT.

LIMITATION OF LIABILITY.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, INWEBO WILL NOT BE LIABLE FOR THE CUSTOMER'S LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF INWEBO OR ITS AFFILIATES HAVE BEEN ADVISED OF, KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. INWEBO'S (AND ITS AFFILIATES') TOTAL CUMULATIVE LIABILITY TO THE CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED FIFTY PERCENT (50%) OF THE AMOUNTS ALREADY PAID BY THE CUSTOMER FOR ITS LAST INVOICE FOR THE CURRENT SUBSCRIPTION.

ARTICLE 10 – Limitations

10.1 The Customer acknowledges that it alone is responsible for the information it holds and/or owns, as well as that arising from the use of the Service, and assume sole responsibility for safeguarding such information.

10.2 The Customer acknowledges that inWebo cannot be made responsible or liable for a negligence or misconduct of its Users. This includes but is not limited to: communicating his or her secret passphrase or PIN to a third party, giving access to one of his or her authentication methods or to the selfcare interface to a third party, communicating an authentication code (OTP) or an activation code / link to a third party.

10.3 The Customer acknowledges that the authentication tools used in the scope of the Service implement mathematical functions that do not allow to distinguish Users with a total certainty. The probability of such an event ("false positive") is capped by a parameter set by the Customer in the administration Console, which the Customer can adjust so that the probability of a "false positive" event meets its expectations and the risk level deemed acceptable. Thus, the Customer acknowledges that inWebo cannot be made responsible or liable for such "false positive" events.

10.4 inWebo protects the infrastructure providing the Service with security technology (such as hardware security modules, strong authentication, firewalls) and monitors the security of the components used in this infrastructure. The Customer acknowledges that with the current state of the technology, it is not possible for inWebo to make any guarantee that the infrastructure providing the Service cannot be hacked. The Customer acknowledges that the security design used by inWebo to protect its infrastructure and the Service is essential in its choice to use the Service. Therefore, the Customer also acknowledges that inWebo's only responsibility and liability towards the Customer

under the GTC in such an event having an impact on the Service would be to notify the Customer with the shortest delay made possible by the circumstances and to identify and remediate any damage to the Service. inWebo shall not owe any financial compensation to the Customer under the GTC for such an event.

10.5 inWebo designs the infrastructure providing the Service to minimize interruptions, by using state-of-the-art technology (such as real-time database replication mechanisms). inWebo's objective is that the Service is available for use by the Customer (meaning that the protocol interfaces used by the Customer are responsive) at least 99.9% of the time, measured annually. The Customer acknowledges that with the current state of the technology, it is not possible for inWebo to make a guarantee that this objective will be met, and that the only responsibility and liability towards the Customer under the GTC in case of a service interruption would be to inform the Customer with the shortest delay made possible by the circumstances and to identify and remediate any damage to the Service. inWebo shall not owe any financial compensation to the Customer under the GTC for such an event.

10.6 Customer acknowledges that to improve or to maintain the Service, its performance or its security, inWebo might have to interrupt the Service during so-called scheduled maintenances. inWebo does not have to get the Customer approval to proceed to maintenance but will make its best to schedule maintenances in order to minimize the annoyance to the Customer. inWebo will also make its best to keep the interruption time as short as possible. In any case, the maintenance time does not account for unavailable times in the sense of article 10.5. Also, inWebo will make its best to inform the Customer about scheduled maintenances with a notice of at least 10 days. Sending an email to the main contact email address declared by the Customer, or publishing the information on inWebo websites or a specific page maintained by inWebo will be considered valid methods of information.

The abovementioned limitations constitute essential and overriding factors of the GTC, which the Customer has read and accepts.

Article 11 – Force Majeure

Force majeure events shall suspend the obligations of inWebo. However, if the force majeure event continues for over two (2) months, each party will have the option of putting an end to the GTC by registered post with return receipt sent to the other party.

Article 12 – Modifications to the Terms and Conditions

If inWebo decides to apply new terms and conditions or to update the existing ones, inWebo will publish the newly applicable terms conditions on its websites and communicate them to the Customer per email, highlighting the date these new conditions come into force. At that date, the new terms and conditions will apply to the Service used by the Customer, unless the Customer has communicated to inWebo its intention to terminate the Service in accordance to article 6.2, in which case the current GTC will apply until the expiration of the period of use of the Service.

Article 13 – Confidentiality

All communication and/or publications in any form whatsoever of data or information arising from the use of the Service shall be subject to prior, written authorization from inWebo.

inWebo reserves the right to communicate to its employees, temporary workers or co-contractors having a confidentiality obligation any information related to the Customer if such communication is necessary or desirable for inWebo's performance of its obligations arising from the GTC and provided that inWebo highlights the confidential nature of the aforementioned information to such persons.

Article 14 – Privacy

14.1 - Privacy policy

inWebo will collect, transfer, and store information concerning Users as detailed in its privacy policy <https://www.inwebo.com/privacy>. The Customer agrees to the terms of the privacy policy, which are incorporated into these terms. The Customer will indemnify inWebo for any liability or claims relating to the violation of inWebo privacy policy by the Customer or its Users.

14.2 - Privacy obligations

The Customer and its Users will not transmit or store sensitive data via the Service. This includes, but is not limited to, not using sensitive data as users', profiles', or devices' identifiers. The Customer acknowledges that these identifiers are not considered by inWebo as sensitive data and therefore do not benefit from the extra security and protection measures that are taken for sensitive data stored in inWebo's systems. The Customer also acknowledges that inWebo's authentication solutions come with "aliasing features" that make it easy for the Customer to avoid storing sensitive user identifiers in inWebo's systems. The Customer will indemnify inWebo for any liability, costs, fees, expenses, fines or judgments that relate to the Customer's breach of this section.

The Customer may have the ability to access, monitor, use, or disclose User data submitted by its Users through the Service. The Customer will obtain and maintain any required consents from its Users to allow its access, monitoring, use, and disclosure of User data. Further, the Customer will notify its Users that any data provided as part of the Service might be made available to a third party (i.e., inWebo) as part of inWebo providing the Service.

14.3 Privacy by design

inWebo will only collect certain user data such as email addresses or phone numbers if 1/ the Customer has selected at least one of the user recovery options that requires such data (e.g. "PIN reset by email"), or 2/ the Customer has provisioned such data in the user records with their organization account, or 3/ the Customer has indicated in a user creation request containing such data that they wanted that data to be stored with the user records.

The Customer acknowledges that data collected before the "Privacy by Design" rule was in place might be present with the user records in their organization account. The Customer acknowledges that this is their responsibility to delete this historical data, should the Customer no longer want it to be stored in inWebo's systems.

14.4 Data retention

The Customer acknowledges that authentication usage data collected by inWebo on its systems resulting from the use of the Service will be deleted after a delay not exceeding six months from the date that data was created. The Customer may require the usage data to be kept longer than six months by subscribing to an archiving option. The archiving option also makes it possible for the Customer to keep an access to their usage data after the authentication subscription has expired.

Article 15 – Miscellaneous

15.1 – Agreement on proof

In the event of any disputes over the use of the Service or the Console, the Customer and inWebo agree that the data saved in inWebo systems shall constitute valid proof between the parties.

15.2 – Comprehensiveness

The GTC shall represent the full obligations of the parties. The fact that either party does not take advantage of any shortcoming or any failure to perform any of its obligations or any other breach by

the other party of any of its obligations under the GTC shall not be interpreted as a waiver of the obligation in question or of any of the other provisions contained in the GTC. Similarly, any delay or failure by either party to perform the rights and prerogatives granted to them under the GTC shall not be interpreted as a waiver of these rights and prerogatives.

15.3 – Contractual documents

The GTC constitute a full and exclusive whole of the terms of the agreement entered into between inWebo and the Customer.

15.4 – Partial non-validity

If any of the GTC clauses are declared null and void, this (these) clause(s) shall be deemed not to have been written. This shall not lead to the cancellation of the GTC in their entirety.

15.5 – Applicable law – Competent jurisdictions

The GTC are subject to signature, interpretation and performance under French law. Any dispute between inWebo and the Customer relating to the existence, validity, interpretation or execution of the GTC or of any of their clauses that the parties are unable to resolve amicably shall be ruled by the Paris courts.