

GENERAL TERMS AND CONDITIONS OF USE

The Office national de diffusion artistique (National office for artistic dissemination), also known as Onda, encourages the dissemination of contemporary forms of performing arts by identifying and providing expertise, coordinating networks, providing financial support and monitoring.

Onda has developed the Cooprog Solution (hereinafter referred to as "the Solution") to enable programmers to share project ideas, identify converging ideas within its circle of partners, and then work on putting together geographically and temporally coherent tours.

The purpose of this document is to define the terms and conditions under which Onda, hereinafter referred to as "the DESIGNER", makes the Solution available to its users, and the manner in which the user, hereinafter referred to as "the USER", accesses and uses it.

Any use of the Solution proposed by the DESIGNER is subordinated to the respect of the present terms and conditions.

By using the Solution, the USER subscribes to the present General Terms and Conditions of Use and commits to respecting them. If the USER is in disagreement with one or more of these conditions, they must immediately stop using these services.

Article 1. Definitions

Apps: refers to all the programmes and software solutions that make up the Solution and are made available to the USER as part of the Services.

Contract: is understood to refer to the present document and the links to which it refers, as listed in Article 2.

Documentation: refers to documentation of any kind relating to the Apps and/or Services that the DESIGNER provides to the USER, formalising the repository of functional and technical specifications of the Apps and Services.

Data: refers to all of the USER's information and data, entered or uploaded, automatically or by the USER, to the Apps. It also refers to information processed, modified or generated by or via the Apps.

Personal Data: refers to data which, within the meaning of Legislation relating to the protection of Personal Data, makes it possible to designate or identify, directly or indirectly, an individual.

Security incident: refers to any security breach of the Apps and/or the confidentiality, completeness and/or integrity of the Data; any Personal Data Breach (as this term is defined in Legislation relating to the protection of Personal Data); as well as more generally any unauthorised and/or illegal access, acquisition, use, disclosure, modification, hosting/processing, destruction or loss of the Data.

Legislation relating to the protection of Personal Data: refers to all laws, regulations and directives relating to the protection of Personal Data and applicable to either of the Parties in the context of this Contract and, in particular, the European General Data Protection Regulation 2016/679 ("**GDPR**"), as well as national legislation adopted in application of the GDPR, including the French Data Protection Act of 6 January 1978 as amended.

Open-source: Open-source software is computer software that is published under a licence in which the copyright holder grants users the right to use, study, modify and distribute the software and its source code.

Services: refers to all the services that the DESIGNER undertakes to provide to the USER in performance of the Contract, in particular:

- (i) making the Apps available to the USER,
- (ii) hosting the Apps and Data,
- (iii) administering and supporting the hosting servers,
- (iv) backing up of Data,
- (v) supporting and maintaining the Apps, and,
- (vi) correcting Security Incidents.

Authorised uses: refers to the collection and processing of Data by the DESIGNER in order to:

- Provide the Services to the USER;
- Transmit information to third-party users of the Solution within the limits of the terms and conditions accepted by the USER (limited or open degree of transparency);
- Carry out analyses of the use of the Solution by geographical area;
- Send training and support content to help users get to grips with the Solution;
- Send information about changes to the Solution and new related services;
- Measure the amount of greenhouse gas (GHG) saved by using the Solution;
- Provide technical support in the event of difficulties in using the Services;
- Carry out studies on the use of the Services.

USER: refers to any person authorised by the DESIGNER to connect to the Apps and use the Services in accordance with the provisions of the Contract.

Username: refers to the specific term by which each USER will identify themselves in order to connect to the Services. The username will always be accompanied by a password specific to the USER.

Article 2. Contractual documents

The present Contract contains:

- the present document;
- the links to which they redirect:
 - "Legal notice"
 - "Privacy policy"

Article 3. Object

The purpose of this Agreement is to define the terms and conditions under which the DESIGNER undertakes to make the Apps available to the USER and provide them with the associated Services, and the terms and conditions under which the USER may access and benefit from them.

Article 4. Duration of obligations

4.1 Duration

The present Contract will come into force on the date of its acceptance by the USER ("**Effective date**").

The USER will only be granted access to the Apps and Services upon acceptance of this Contract ("**Effective date**").

4.2. Consequences of the end of the Contract

At the end of the Contract, for any reason whatsoever, the right to use the Apps granted by the DESIGNER under this Contract will automatically be terminated.

The termination of this Contract will not terminate the rights and obligations of the Parties resulting from a provision of the Contract which, either expressly or due to its nature, is intended to survive. This applies in particular to the provisions of Articles 6.2, 7, 9 and 13.

Article 5. Terms and conditions of use and implementation of the Services

5.1. Rights to use the Apps

The DESIGNER grants the USER, on a non-exclusive basis, a right of access and use of the Apps and their Documentation for the duration of the Contract and for the whole world.

5.2. Terms and conditions for the provision of Services

The Services are provided within the framework of a dedicated infrastructure using the resources of the DESIGNER, subject to the respect by the USER of the obligations incumbent upon them.

The DESIGNER may, at any time, modify the Apps and/or the Services, or change the way in which the Services are provided.

The USER recognises to have been informed by the DESIGNER of all the technical prerequisites necessary for the optimal functioning of the Services. Moreover, the USER is informed of the fact that these prerequisites can evolve, notably for technical reasons.

The DESIGNER is released from any responsibility in case of impossibility of access to the Services because of an event beyond their control.

5.3. Access to Services – Availability

THE DESIGNER carries out a verification of the identity and programming location of the USER within the framework of moderating access to the Solution. THE DESIGNER will transmit to the USER a message of acceptance or refusal of their registration after analysis of the information.

THE DESIGNER guarantees access to the Services. The Services are accessible by the USER at any time, 24 hours a day, 7 days a week, with the exception of periods involving updates or programmed maintenance or in the case of interruptions due to security issues, under the terms and conditions defined below.

Access to the Services by USERS happens for each USER by means of their username from any desktop or laptop computer, in accordance with the procedure defined when the account is opened with the DESIGNER.

Username and passwords can be used only to allow access to the Services by authorised users and this, in order to guarantee the security of the USER's Data. Username and passwords may not be communicated to third parties, including other users.

The USER is solely and wholly responsible for the use and confidentiality of their username and password and shall ensure that only authorised persons have access to the Services. They will have to inform the DESIGNER without delay if they notice a security flaw linked in particular to the voluntary

communication or to the misappropriation of username and password, so that the DESIGNER can take without delay any adapted measure in order to remedy the security flaw.

In case of loss or misappropriation of a username and password, a procedure of attribution of a new username and a new password is implemented. The DESIGNER reserves in any situation the right to proceed to the closing or suspension of the account of the concerned USER, without the DESIGNER'S responsibility being called upon under the terms of the Contract.

The USER is informed however that connection to the Services is carried out via the Internet network. It is within the context of this forewarned reason that technical hazards can affect this network and involve slowdowns or periods of unavailability, making connection to the Services impossible. The DESIGNER cannot be held responsible for such difficulties to access the Services due to disturbances with the Internet network.

Access to the Services can be momentarily interrupted for reasons of necessity related to the Services and in particular to assure the maintenance of the DESIGNER's servers.

In case of a security breach noticed by the DESIGNER, likely to seriously compromise the security of the Services and/or of Data, the DESIGNER will be able to proceed, without notice, to a momentary interruption of the Services in order to remedy the security breach as soon as possible.

5.4. Choice of degree of transparency – Limited or open

When sharing their Data with other users, USERS can choose between the following degrees of transparency:

- Simple: automatic access for other users to programming projects within a 200km radius;
- Extended: automatic access for other users to programming projects within a 200km radius, and beyond this radius, automatic access for all users who have made the same choice of access.

Regardless of the level of chosen transparency, the USER may also make individual requests to other users to share information about their forthcoming programmes.

Article 6. Obligations of the Parties

6.1. Obligations of the DESIGNER

The DESIGNER undertakes to make the Apps available to the USER, and to provide the Services to them, in accordance with the provisions of this Contract and best practice, from the Effective Date.

The DESIGNER undertakes to:

- Provide the Services in compliance with the Service Levels and, more generally, diligence, and in accordance with the prevailing rules and best practice in the profession;
- Have and maintain throughout the term of this Contract all the permits, approvals, certifications and authorisations required to perform their obligations under this Contract;
- To ensure that the Services comply with applicable regulations throughout the duration of the Contract, and to promptly implement, at their own expense, all necessary measures to ensure the Services are fully compliant with said regulations in the event that they cease to be, either wholly or in part.

6.2. USER's obligation to collaborate

The USER undertakes to comply with their obligations under this Contract. As such, the USER shall be responsible for compliance with this Contract.

The USER agrees to collaborate with the DESIGNER and to supply and guarantee access to any information or elements that the DESIGNER may reasonably require for the proper operation of the Solution, in particular for programmers, by providing information on at least three (3) projects per year.

The USER authorises the DESIGNER to collect and process the Data, in particular Personal Data, transmitted for authorised Uses, for the duration of the Contract, and at its end, under the terms and conditions defined in the "Privacy Policy".

Article 7. Intellectual property

In particular, the DESIGNER grants the USER a non-exclusive, non-assignable and non-transferable right to use the Apps, for the whole duration of the Contract and for the whole world.

The USER may only use the Apps in accordance with their requirements and the Apps' documentation.

The right to use means the right to represent and implement the Apps in accordance with their intended purpose, via a connection to an electronic communications network.

The Solution consists of open-source software tools and solutions. The Source Code of the Solution is published on the "Github" site under an AGPLV3 licence, authorising its re-use in the following context: re-use, exploitation and modification of the code on condition that any derivative product created from this code is shared under the same licence.

Article 8. Maintenance

The DESIGNER provides maintenance services for the Apps concerned by this Contract.

Article 9. Data

9.1. Ownership of the Data

The USER grants, as necessary, the DESIGNER and their subcontractors a non-exclusive, worldwide, free, transferable licence allowing them to host, cache, copy, process and display the said Data for the purposes of the execution of the Services and within the framework of the Authorised Uses.

This licence shall continue after the termination of this Contract, because of the need to continue hosting and processing the Data, in particular as part of the implementation of Reversibility operations, and as part of the Authorised Uses.

The USER declares and guarantees that they has all the necessary authorisations for exploiting the Data within the framework of the Services and that they can freely grant a licence in the aforementioned terms to the DESIGNER and to their subcontractors. The USER declares and guarantees moreover that by creating, installing or downloading the Data within the framework of the Services and by using them within the framework of the authorised Uses, they do not exceed any right that would have been possibly conceded to them on all or part of the Data and that they do not harm the rights of third parties.

The USER makes a commitment to compensate the DESIGNER of all the pecuniary consequences that the DESIGNER could be brought to bear because of any breach by the USER with regard to the above mentioned guarantees concerning the Data.

The USER will ensure at the time of the use of the Services not to supply Data that would require the DESIGNER to comply with laws or specific regulations other than those expressly envisaged in the Contract.

9.2. Access to Data

The DESIGNER will be able to access the Data. The latter will have to ensure that the Data is not damaged.

The DESIGNER makes a commitment to take all security measures in accordance with best practice.

The USER is informed and accepts that the DESIGNER can access their Data and transmit them on request of an administrative or legal authority entitled to access the Data.

Except if the aforesaid request prevents them from doing so, the DESIGNER will ensure to inform the USER without delay of the existence of the request and the Data that have been transmitted.

9.3. Accessibility and security of Data and Personal Data

Within the framework of the supply of the Services, the DESIGNER acknowledges to be brought to process Personal Data in the name and for the account of the USER. The DESIGNER undertakes to treat the Personal Data thus entrusted to them in accordance with the "Privacy Policy".

With regard to the Personal Data collected and processed by each of the Parties on their own behalf for the purposes of the administrative management of this Contract, and concerning the staff of the other Party, each of the Parties acknowledges that they are processing these as Data Processors within the meaning of Legislation relating to data protection, and that, in this capacity, they undertake to comply with all the obligations incumbent upon them by virtue of the said Legislation.

Article 10. Financial terms and conditions

The Services and Apps are accessible to the USER free of charge.

The USERS as well as third parties can make donations to the DESIGNER, the entirety of which will be dedicated to the moderation and maintenance of the Apps in order to allow access to the Services and to contribute to general interest.

Article 11. Guarantees

The DESIGNER guarantees the compliance of the Software with associated Documentation and their correct operation, as well as the integrity of the Data processed and/or generated by the Software.

The DESIGNER makes no other express or implied guarantee relating to the Services, including, and in particular, any implied guarantee of merchantability or suitability of the Software for a particular purpose.

The DESIGNER does not guarantee the results of the Services and is only bound by an obligation of means. They do not guarantee that the functionalities of the Services will meet the USER's requirements. The Parties acknowledge that software may contain errors and that not all errors are economically rectifiable, or that it is not always necessary to correct them. Consequently, the DESIGNER does not guarantee that all failures or errors in the Apps will be corrected.

Article 12. Responsibility

The DESIGNER will in no case be held accountable for indirect damages suffered by the USER that could occur because of, or at the time of, the execution of the present Contract or consequences that flow from it. By indirect damages, and without this list being exhaustive, it is understood to include in particular the losses of earnings or profits, the loss of opportunity, commercial damages, and the consequences of complaints or claims by third parties against the USER – notwithstanding the fact that the DESIGNER may have been warned of the possibility of their occurrence.

The responsibility of the DESIGNER can in no case be sought in the event of:

- Use of the Services in a manner not provided for in the User Documentation or use not expressly authorised by this Contract;
- Publication of confidential information by a USER;
- Publication of content protected by a USER's exclusive right (copyright, image rights, trademarks, etc);
- Modification of all or part of the Apps, or of the information accessible via the Services not carried out by the DESIGNER or by one of the approved service providers designated by the latter;
- Use of all or part of the Services where the DESIGNER, following a difficulty or for some other reason, had recommended to suspend the use of it;
- A use of the Services in an environment or according to a configuration that does not respect the technical prerequisites of the DESIGNER, or in connection with programmes or data of third parties not expressly endorsed by the DESIGNER;
- Occurrence of any damage that would result from a fault or some negligence by the USER, or one that could have avoided if advice from the DESIGNER had been called upon;
- Use in connection with the Services of programmes not supplied or endorsed by the DESIGNER, and likely to affect the Services or the USER's Data;
- A force majeure or of a decision by authorities;
- An interruption of the supply of electricity or with transmissions lines due to public or private operators;
- An intrusion or a fraudulent maintenance of a third party within the system, or the illicit extraction of data, in spite of the implementation of security measures that comply with current data techniques, the DESIGNER assuming an obligation to deploy only measures that conform with known security techniques;
- A delay in the routing of information and data, when the DESIGNER is not at the origin of this delay.

Article 13. Acceptance - electronic signature

The Parties agree that they will be able to proceed to the signature of the present Contract in an electronic form in accordance with the provisions of the article 1367 of the French Civil Code, through the acceptance of the terms of the Contract by the USER before accessing the Apps and benefiting from the DESIGNER's Services.

The Parties are informed of the fact that the present Contract as well as the Data, including those of a personal nature, used within the framework of the electronic signature of the present Parties, will be securely stored and kept by the DESIGNER, for evidentiary and archiving purposes.

The Parties acknowledge unreservedly the reliability of the electronic signature process that is used, as well as the validity of the latter, within the meaning of article 1367 of the French Civil Code, and of the legal effect and admissibility as evidence in court of the latter. Consequently, the Parties undertake not to contest the enforceability and evidential value of this signature process on the basis of its electronic nature.

Article 14. Modification of the General Terms and Conditions of Use

The DESIGNER reserves the possibility of modifying, at any time and without notice, the present General Terms and Conditions of Use in order to adapt them according to developments of the Apps and/or Services.

Article 15. Compliance with the law

The DESIGNER will comply with the legal and regulatory obligations that are applicable to them in their capacity as DESIGNER of services with regard to the law applicable to the Contract. The DESIGNER is not bound to assume the legal and administrative obligations of the USER, including those relating to the Services provided within the framework of the Contract. It is thus beholden to the USER to ensure the respect of the laws and regulation that concern them, without recourse to the liability of the DESIGNER.

The USER, for their part, also makes a commitment to conform to laws in force to which they are subject to, either because of their nationality, or because of their geographical location. In particular, they will ensure that they comply with the applicable provisions relating to the content of the Data so that no data contrary to the law can be processed by a SERVICE PROVIDER.

Article 16. Applicable law – Competent jurisdiction

The law applicable to this Contract in all its provisions and consequences is French law.

In the event of any dispute arising from the interpretation or performance of this Contract, the Parties hereby submit to the exclusive jurisdiction of the competent courts of Paris.

Article 17. Miscellaneous provisions

The headings and subheadings in this Contract are included for convenience only. By express agreement between the Parties, these headings and subheadings may under no circumstances be used to interpret any provision whatsoever of this Contract.

The fact that a Party does not assert the application of any provision of this Contract or tolerates its non-performance on a temporary or permanent basis shall not under any circumstances be construed as a waiver by that Party of its rights hereunder. The fact that a Party tolerates non-performance or imperfect performance of the Contract or, more generally, tolerates any act, abstention or omission by the other Party that does not comply with the provisions of this Contract, shall not confer any right whatsoever on the Party benefiting from such tolerance.