



R3MSCORE — MASTER TERMS & CONDITIONS (T&C)

Multi-Product SaaS Platform — November 2025 Edition

1. PREAMBLE

These Master Terms and Conditions ("T&C") govern all services provided by **R3MSCORE**, a simplified joint stock company (SAS) registered in Paris under number 879 109 080, headquartered at 242 boulevard Voltaire, 75011 Paris, France (the "Company").

These T&C include Annex A (Data Processing Agreement) and Annex B (List of Sub-processors).

These T&C apply to all modules, products, APIs, machine-learning services, or data analysis services offered now or in the future by the Company.

By accessing or using the Services, the Client accepts these T&C in full.

2. DEFINITIONS

Client: Any professional entity subscribing to or using the Services.

Authorized User: Any person designated by the Client to access the Services.

Services: All current and future software, analytical, or AI-based services provided by the Company, including:

- Survey Software Module;
- Emotional Analysis Module;
- API and data connectivity services;
- AI-powered or machine-learning-based modules;
- Any Additional Modules released in the future.

Module: A specific functional product or service offered by the Company.

Complete: A survey fully completed according to R3MSCORE's technical criteria.

Project (Emotional Analysis): A unit of work defined in the Order Form involving ingestion, processing, and emotional scoring of a dataset.

PAYG Offer: Pay-as-you-go billing model based on actual usage.

Subscription: Fixed-term access to a Module with predefined usage limits.

Billing Cycle: The monthly period used to measure PAYG consumption.

Order Form: The contractual document detailing commercial terms, pricing, and modules selected.

3. PURPOSE

These Master T&C define the legal, financial and operational rules applicable to all current and future Modules offered by the Company, including access, pricing, usage policies, support, data protection and termination.

4. ACCESS TO SERVICES

4.1 Grant of Rights

The Company grants the Client a personal, non-exclusive, non-transferable right to use the Services.

4.2 Modules

The Client may subscribe to one or several Modules. Each Module is governed by:

- these Master T&C, and
- the Special Terms applicable to that Module.

4.3 Credentials

Authorized Users receive personal credentials, strictly confidential and non-transferable.

4.4 Restrictions

The Client shall not:

- reverse-engineer or copy the Services;
- extract data outside the authorized scope;
- circumvent usage-based billing;
- use the Services for unlawful purposes.

5. SERVICE AVAILABILITY

Service availability may be temporarily affected by:

- scheduled maintenance;
- force majeure;
- security incidents requiring urgent intervention;
- misuse or fraud by the Client;
- suspension due to unpaid amounts.

If unavailability attributable to the Company exceeds **7 consecutive days**, the equivalent duration shall be added free of charge.

The Company implements industry-standard security measures including encryption, authentication controls, backup procedures and continuous monitoring, as further described in Annex A.

6. TERM – RENEWAL – TERMINATION

6.1 Subscriptions

Subscriptions run for the term stated in the Order Form and renew automatically unless the Client terminates with **30 days' notice**.

6.2 Pricing Adjustments on Renewal

The Company may adjust pricing at renewal, providing the Client with **45 days' notice**, allowing non-renewal.

6.3 PAYG Offer (PAY-AS-YOU-GO)

The PAYG offer is concluded for an **indefinite term**. Termination takes effect at the end of the current Billing Cycle.

6.4 Effect of Termination

No refund is due. The Client remains liable for amounts owed until the end of the contractual term.

7. PRICING – PAYMENT – INVOICING

7.1 Subscription Billing

- Subscriptions are invoiced according to the Order Form.
- Default payment term: **30 days** from invoice date.
- Any negotiated commercial exceptions (e.g., 50/50 split payments) must appear in the Order Form and **prevail over the T&C**.

7.2 PAYG Billing (Automatic Card Charging)

- PAYG billing is calculated on actual Completes.
- Invoices are generated monthly.
- Automatic payment by credit card occurs on the **1st or 2nd** day of the month.
- **PAYG payments must be made by credit card and cannot be negotiated.**

Transitional Clause (temporary):

However, during the deployment phase of the automatic charging infrastructure, the Company may exceptionally allow manual invoicing or alternative payment methods. Any temporary exception must be stated in the Order Form and shall not be interpreted as a permanent modification of the PAYG payment policy.

7.3 Payment Failure

The Company may suspend access immediately in case of failed payment.

7.4 Disputed Completes

The Client may contest within **7 business days** after invoice availability. After this delay, the invoice is deemed accepted.

8. SPECIAL TERMS — SURVEY SOFTWARE MODULE

8.1 Scope

This Module provides functionalities for questionnaire creation, distribution, data collection and reporting.

8.2 Usage Measurement

Usage is measured in **Completes**.

8.3 PAYG Mode

PAYG applies exclusively to this Module.

8.4 Subscription Mode

Subscription grants a maximum number of Completes per term.

8.5 Data Retention

Survey data is retained according to the Client's plan and applicable privacy policies.

9. SPECIAL TERMS — EMOTIONAL ANALYSIS MODULE

9.1 Scope

This Module allows ingestion, scoring and reporting of emotional signals from structured or semi-structured datasets.

9.2 Projects

A Project includes:

- dataset submission,
- preprocessing,
- emotional scoring,
- dashboard delivery.

9.3 Subscription Model

Billing is based on the maximum number of Projects per year.

9.4 Client Requirement

The Client must provide properly formatted datasets containing only lawful and GDPR-compliant data.

9.5 Delivery

The Company delivers dashboards and outputs as specified in the Order Form.

10. SPECIAL TERMS — API & FUTURE AI MODULES

10.1 Scope

The Company may provide APIs, AI-powered features or machine-learning-based scoring, available via Subscription or PAYG.

10.2 Fair Use Policy

The Company may limit usage in case of:

- excessive or abusive API calls,
- load threatening platform stability.

10.3 Future Modules

Any new Module released by the Company automatically falls under these T&C, with special terms added as needed.

11. INTELLECTUAL PROPERTY

The Company retains exclusive ownership of all algorithms, models, datasets, interfaces, dashboards, documentation and software elements.

12. CLIENT DATA – PERSONAL DATA

The Privacy Policy available on the Company's website describes the processing of Personal Data for which the Company acts as Data Controller.

12.1 Client as Data Controller

For all data processed through the Services, the Client acts as Data Controller under GDPR.

12.2 Company as Processor

The Company processes Client Data solely for the purpose of providing the Services and strictly in accordance with the Client's documented instructions.

12.3 AI Data Processing

AI-based functionalities may require computation of model outputs, embeddings or inferences.

No training is performed on Client Data unless expressly stated in the Order Form.

The Company may use fully anonymised and irreversibly aggregated usage data solely for improving the performance, security or functionality of the Services. No Client content, survey responses, datasets or identifiable information are ever used for such purposes.

13. LIABILITY

Liability is limited to the amount paid by the Client over the last **12 months**. Indirect damages are excluded.

14. COMMERCIAL REFERENCES

The Company may reference the Client unless expressly opposed in writing.

15. MISCELLANEOUS

Changes to the T&C.

The Company may update these T&C with 30 days' prior notice.

Assignment.

The Company may assign this Agreement to any successor or acquiring entity.

The Client may not assign or transfer this Agreement without the Company's prior written consent.

Evidence.

Electronic logs and records generated by the Company shall constitute admissible and conclusive evidence of usage and operations.

Interpretation / Entire Agreement.

These Terms constitute the entire agreement between the parties and supersede any prior proposals, understandings or agreements.

In case of conflict between an Order Form and these T&C, the Order Form prevails.

Governing Law – Jurisdiction.

These T&C are governed by French law.

Exclusive jurisdiction lies with the Commercial Court of Paris.

ANNEX A — DATA PROCESSING AGREEMENT (DPA)

(Pursuant to Article 28 GDPR)

1. PURPOSE OF THE DPA

This Data Processing Agreement ("DPA") forms an integral part of the Master Terms & Conditions (T&C) between the Client (acting as **Data Controller**) and R3MSCORE (acting as **Data Processor**). Its purpose is to define the conditions under which the Company processes Personal Data on behalf of the Client.

2. DESCRIPTION OF PROCESSING

2.1 Nature and Purpose

The Company processes Personal Data solely for the purpose of providing the Services, including:

- hosting, storage and backup of Client Data;
- survey collection and processing;
- emotional scoring and analytics;
- generation of dashboards and reporting;
- maintenance, monitoring and security of the Services.

2.2 Categories of Data Subjects

Depending on the modules used, the Client may process data relating to:

- survey respondents;
- employees or customers of the Client;
- individuals included in uploaded datasets;
- Authorized Users.

2.3 Categories of Personal Data

Personal Data may include:

- identification data (e.g. initials, IDs);
- contact data (e.g. email, optionally if collected by the Client);
- demographic data (e.g. age, gender, country);
- free-text responses and insights;
- metadata (timestamp, IP address, device info);
- dataset elements submitted for emotional analysis.

The Client is responsible for ensuring that only necessary data is collected.

3. DURATION

The processing under this DPA continues for the duration of the contract and until deletion or return of the data.

4. OBLIGATIONS OF THE CLIENT (DATA CONTROLLER)

The Client shall:

- determine the purposes and means of processing;
- ensure that the data subjects are informed as required by GDPR;
- configure the Services in compliance with applicable legislation;
- not upload unlawful or excessive data;
- ensure the legal basis for each processing operation;
- respond to data subjects' requests (access, deletion, rectification, etc.).

5. OBLIGATIONS OF THE COMPANY (DATA PROCESSOR)

The Company shall:

5.1 Process data only on documented instructions of the Client.

If an instruction violates GDPR, the Company shall inform the Client.

5.2 Ensure confidentiality.

All personnel with access to Personal Data are bound by confidentiality obligations.

5.3 Implement appropriate technical and organisational security measures.

These include, without limitation:

- encryption in transit (TLS) and at rest;
- access control and role-based authorisation;
- firewalls and intrusion detection;
- pseudonymisation where applicable;
- regular backups and secure storage;
- MFA (multi-factor authentication) for administrative access.

5.4 Assist the Client

The Company shall assist the Client in:

- responding to data subjects' rights requests;
- ensuring GDPR compliance;
- conducting impact assessments (DPIA) when required.

5.5 Data breach notification

The Company shall notify the Client **without undue delay** after becoming aware of a Personal Data breach.

6. SUB-PROCESSORS

6.1 Authorization

The Client provides a **general written authorization** for the Company to use Sub-processors.

6.2 Current Sub-processors

The list of Sub-processors (hosting providers, analytics tools, email delivery services, etc.) is maintained in Annex B and updated regularly.

6.3 Obligations

The Company ensures that Sub-processors are bound by written agreements offering protections at least equivalent to this DPA.

7. INTERNATIONAL TRANSFERS

If Personal Data is transferred outside the EEA, the Company shall ensure that adequate safeguards are in place (e.g., Standard Contractual Clauses, adequacy decisions, supplementary measures).

8. AUDITS

The Client may conduct audits or inspections **once per year**, or in case of reasonable suspicion of GDPR breach, provided:

- the audit is notified at least 30 days in advance;
- it does not disrupt service operations;
- it is limited to information strictly necessary for GDPR verification.

9. DATA RETURN OR DELETION

Upon termination of the contract, the Company shall:

- delete all Client Data within 60 days, **or**
- return the data upon explicit request.

Backups are deleted automatically according to standard retention cycles.

10. USE OF AGGREGATED OR ANONYMISED DATA

The Company may use **fully anonymised and irreversibly aggregated usage data** solely for improving service performance, security or functionality. No identifiable Client data or content is ever used.

11. LIABILITY

The liability regime of the Master T&C applies to this DPA.

12. PRECEDENCE

In case of conflict between the Master T&C and this DPA, **the DPA prevails** with respect to Personal Data processing.

End of Annex A — Data Processing Agreement

ANNEXE B — SUB-PROCESSORS LIST

(Pursuant to Article 28 GDPR)

Last updated: November 2025

This Annex identifies the third-party service providers (“Sub-processors”) authorised to process Personal Data on behalf of **R3MSCORE** when delivering the Services.

Each Sub-processor is bound by a written data protection agreement ensuring a level of protection equivalent to the obligations contained in Annex A (Data Processing Agreement).

1. General Principles

- The Client provides a **general written authorisation** for R3MSCORE to use the Sub-processors listed in this Annex B.
- R3MSCORE ensures that each Sub-processor implements **appropriate technical and organisational measures**, including confidentiality, security, and GDPR-aligned safeguards.
- Sub-processors may only process Personal Data **for the specific purposes** described below.
- R3MSCORE remains fully responsible for its Sub-processors.

R3MSCORE may update this Annex B from time to time.

Clients will be notified prior to any material change and may raise reasonable objections, in accordance with the Data Processing Agreement (Annex A).

2. Current Sub-Processors

2.1 Hosting & Infrastructure

CLEVER CLOUD

- **Purpose:** hosting of application servers, storage, security, infrastructure
- **Location:** EU-based datacenters
- **Safeguards:** GDPR-compliant processing; no transfer outside the EEA unless protected by adequacy or SCCs

2.2 Email Delivery Providers

SENDETHIC – SELLSY

BREVO (formerly SendinBlue)

- **Purpose:** sending transactional and notification emails
- **Location:** EU
- **Safeguards:** GDPR-compliant processing

2.3 Payment & Accounting

STRIPE

- **Purpose:** processing of credit card payments (PAYG)
- **Location:** EU/US (protected by SCCs where applicable)
- **Note:** Card data is stored exclusively by Stripe

QONTO

- **Purpose:** banking operations and SEPA transfers
- **Location:** EU

BLEEZ

- **Purpose:** accounting and invoicing system
- **Location:** EU

2.4 Platform Analytics & Monitoring

NEW RELIC

- **Purpose:** platform monitoring, performance analytics, error tracking
- **Location:** EU or US (with SCCs)
- **Data:** New Relic receives only pseudonymised technical data and cannot access Client Data or Personal Data content.

2.5 AI Processing Providers

OpenAI (EU) and MISTRAL AI (EU)

- **Purpose:** computation of model outputs, embeddings or adaptive questionnaire logic when explicitly enabled in the Services.
- **Data Processed:** strictly minimised and pseudonymised prompt data and metadata required to generate the output.
- **Safeguards:**
 - No training or fine-tuning is performed on Client Data.
 - Processing subject to EU Standard Contractual Clauses (SCCs) where applicable.
 - Data minimisation and pseudonymisation applied by R3MScore prior to transmission.
 - No storage of Client Data beyond processing time, unless legally required.

2.6 Customer Support Tools (if activated)

(None currently active. If added, such tools may include Intercom, Zendesk, Freshdesk or equivalent solutions.)

- **Purpose:** support ticketing, communication and customer success
- **Location:** EU or US (with SCCs)

3. Client Responsibility

Clients must consult this Annex B regularly and ensure their own legal obligations (privacy notices, DPIA, contracts with their respondents) reflect the involvement of these Sub-processors where necessary.

4. Contact

For questions related to this Annex B: privacy@r3mscore.com

End of Annex B — Sub-processors List