

OCTORY

TERMS AND CONDITIONS OF USE AND SERVICE

These Terms and Conditions of Use and Service (“Terms and Conditions”) are established between:

AMARIS FRANCE SAS, a French company whose registered offices are located at 25 Boulevard Eugène Deruelle, 69003 LYON, FRANCE under the number 511 199 226 (“AMARIS”, “us” or “we”), and the users of OCTORY’s applications.

Contents

1. Object	2
2. Definitions	3
3. Legal Information	3
5. Cookies	4
6. Security Breach	5
7. How to use OCTORY’s solutions	5
8. Intellectual Property	6
9. Confidentiality	6
10. Term and Termination	6
11. Octory Pro Subscription Fees	7
12. Terms of Payment	7
13. Liability	7
14. Unilateral	8
15. Updating our Terms and Conditions	8
16. Applicable Law and Jurisdiction	9

1. Object

These Terms and Conditions regulate users' access to OCTORY's applications. All OCTORY users must adhere to the rules set out in this document.

OCTORY is a customizable macOS solution developed and owned by AMARIS FRANCE SAS, an affiliate of MANTU GROUP SA, to onboard end users on their new Mac, and to help the administrator automate some processes on the Mac.

OCTORY offers two different solutions, OCTORY Free and OCTORY Pro.

OCTORY Free will allow its admin-users to:

- Easily restrict the access of the Mac to the end user while onboarding, or whenever it's required to. For example, when forcing the user to acknowledge some policies. AMARIS declines all responsibility if the application is used to prevent an end-user to use their device if not in the frame of an official administration of the device.
- Ask the user to fill forms or give information, and to retrieve the answers
- Inform the user by reading the MDM logs on the current installation processes on their Mac
- Display a customizable application (interface and behavior) to the end-user.
- Edit the configuration of the application (interface and behavior) and instantly watch the changes made with a dedicated menu
- Retrieve a configuration pushed with APNs on the Mac as a custom configuration profile in a secured folder.
- Access to information on the device directly from Ceremony

OCTORY Pro is designed to propose more advanced features to the admin-user by allowing them to:

- Execute actions by specifying the triggers and conditions to execute those actions
- Execute commands with root privileges, by running a secure helper process, with which the application will communicate. Given that the helper is started with root privileges by the admin-user accordingly to the services Apple provides, and that the application can only read configuration files in folders protected with writable root rights, AMARIS declines all responsibility if the application is used to run malicious commands with root privileges through the helper.
- Sending and retrieving information from/to the MDM server or another service with an API, when the communication is configured in the application
- Conditionally display interface components based on internal variables values.

OCTORY Free access is open to everyone who downloads the application.

OCTORY Pro access is subject to the commercial conditions set up in articles 11 and 12 of the present Terms and Conditions.

2. Definitions

“AMARIS” or “We”: all AMARIS affiliates, including subsidiaries, holding and sister companies or companies in which AMARIS holds an interest.

“Confidential Information”: any information reasonably considered (or that is likely to be considered) to be confidential by AMARIS.

“Data Controller”: the natural or legal person who, alone or jointly with others, determines the purposes and means of the processing of personal data.

“End user”: the natural or legal persons who will be given access by the user to OCTORY’s solutions, including but limited to users’ employees, contractors or agents.

“OCTORY”, “Solution” or “Application”: any of the OCTORY applications developed by AMARIS in order to provide macOS onboarding services to the user.

“Personal data”: any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier.

“Personal data processing”: any operation or set of operations performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation.

“Policies”: set of rules developed to enhance transparency and provide guidelines for the use of OCTORY.

“User” or “You” or “Your”: natural or legal person purchasing or downloading any of the OCTORY solutions provided by AMARIS.

3. Legal Information

This site is published by AMARIS FRANCE SAS, a French company whose registered offices are located at 25 Boulevard Eugène Deruelle, 69003 LYON, FRANCE and registered at the Trade Registry of Lyon under the number 511 199 226

Publishing Director: Mr. Olivier BROURHANT, President of AMARIS FRANCE SAS.

4. Personal Data Protection

The User is the sole owner of the files or data that could be used or made available to AMARIS within the framework of the present Terms and Conditions. It is specified that under the terms of the hereby Terms and Conditions, the User is considered as data controller, and AMARIS is considered as data processor.

Within the framework of their contractual relations, the parties undertake to comply with the regulations in force applicable to them relating to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable as of 25 May 2018 (the European Data Protection Regulation).

It is specified that in the context of these Terms and Conditions, the terms "personal data", "special categories of data", "processing/processing", "data controller", "data processor", "data subject" and "supervisory authority" have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

The contact details of the person in charge of matters relating to the protection of personal data in Amaris are the following: personaldata@amaris.com.

5. Cookies

Cookies are small text files that can be used by websites to make a user's experience more efficient.

OCTORY uses cookies to personalize content and ads, and to analyze our traffic. We also share information about your use of our site with our social media, advertising and analytics partners who may combine it with other information you have voluntarily provided, or information they have collected based on how you use the services they provide. By continuing to use OCTORY, you consent to our cookies.

We can store cookies on your device if strictly necessary to operate our site. For all other types of cookies we need your permission.

This site uses different types of cookies. Some cookies are placed by third party services that appear on our pages.

Your consent applies to the following domain: <https://www.octory.io/>.

- Necessary

The necessary cookies help make a website usable by activating basic functions like page navigation and access to secure areas of the website. The website cannot function properly without these cookies.

Name	Provider	Purpose	Expiry	Type
JSESSIONID	https://www.octory.io/	Stores the visitor's session state across page requests.	Session	HTTP Cookie
REMEMBER_ME	https://www.octory.io/	Stores the visitor's session state across page requests.	7 days	HTTP Cookie
OCTORY-cookies-policy	https://www.octory.io/	Stores users' cookie consent state for the current domain	1 year	HTTP Cookie
7cFacetsEncodedSearch	https://www.octory.io/	Stores the encoded last search request	3 days	HTTP Cookie

6. Security Breach

External Breach: In the event of a security breach, by anyone other than your employees, contractors or agents, upon discovery of such breach, AMARIS will: (a) initiate remedial actions that are in compliance with French Law and consistent with industry standards; and (b) notify you of the security breach, its nature and scope, the remedial actions AMARIS will undertake, and the timeline within which AMARIS expects to remedy the breach. You will be responsible for fulfilling your obligations under French Law.

Internal Breach: In the event of a security breach, by your employees, contractors or agents, or due to your failure to maintain your systems, network or data in a secure manner, you shall have sole responsibility for initiating remedial actions and you shall notify AMARIS immediately of the breach and steps you will take to remedy the breach. In our sole discretion, we may take any action, including suspension of your access to the solutions, to prevent harm to you, us, the service, or other third parties. You waive any right to make a claim against us for losses you incur that may result from our actions.

7. How to use OCTORY's solutions

The software is downloadable on the website <https://www.octory.io/>. It is required that you register first to download it, and then to authenticate. The two versions of the

software are contained in the same application you can download. To activate the Pro features, you have to ask for a Pro License on the website. We will then provide it accordingly with the article 11. Once your Pro license is received, you have to distribute it on all the Macs which need the Pro features. At launch, the application will search for a valid license, and will unlock the Pro features if one is found to be valid. You are not limited to the number of license you distribute/copy to the Macs in your own company, as long as you respect the pricing plan you bought.

Other materials are downloadable from the website, to help you using the application, like deploying it with your MDM server. Those materials are free unless otherwise stated, and are meant to help you. They are not provided as support, and AMRARIS makes no commitment to the success of those materials, neither to their use. They also require you to authenticate to download them, as mentioned above.

8. Intellectual Property

The software, design, domain name and other functionalities of OCTORY are the sole and exclusive property of AMARIS.

AMARIS reserves all of its rights, including but not limited to any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that it may have in this platform, its content, and the developments and services that may be provided. You will have no right to make any reproduction, copy, distribution, modification, in part or in whole, identically or similarly, or any commercial use, of the platform without AMARIS' written consent. It is also strictly forbidden to create any by-product on the basis of any element contained on OCTORY.

9. Confidentiality

Users shall keep confidential and shall not publish or otherwise disclose to any third party and shall not use for any other purpose than the performance of the use of OCTORY's solutions, any confidential or proprietary information received from AMARIS, in whatever form and by any means whatsoever, without the prior written consent of the AMARIS. Consequently, Users undertakes to take all necessary measures to safeguard such Confidential Information from access to anyone not authorized in writing by AMARIS.

10. Term and Termination

If you choose to use our free solution, these Terms and Conditions will remain in effect as long as you use the application.

If you elect to purchase Octory Pro, these Terms and Conditions will start to apply when you complete the payment process and continue for the subscription term selected at the time of payment.

11. Octory Pro Subscription Fees

In consideration for use of Octory Pro, the user shall pay a subscription fee according to the number of devices on which the application will be used.

Octory Pro's fees shall be invoiced at the time of the subscription.

The applicable tax is that of VAT, at the rate of the day of the performance of the Services in accordance with the principle of territoriality.

The subscription is valid for 365 days. AMARIS reserves the right to invalidate your license in case of you do not respect these Terms and Conditions. As it is not possible to invalidate a license already installed on a Mac, AMARIS will engage required legal actions in such a case to ensure you cannot use the invalidated license anymore.

12. Terms of Payment

The invoices are to be paid within 30 days from their issue date.

Any delay in the payments shall lead to penalties corresponding to a monthly interest rate of 5%.

Invoices are to be paid by bank transfer to the account details on the invoices.

13. Liability

Our services are constantly evolving. As such, the services we provide in connection to the OCTORY solutions may be subject to change from time to time, at our discretion. We may (permanently or temporarily) stop providing these services, or any specific OCTORY features to a particular user or to all users. We also reserve the right to limit use and storage at our sole discretion at any time. We may also deactivate or delete users' accounts.

We cannot guarantee that OCTORY will always function without disruptions or delays. In case where OCTORY's performance is not in conformity with these Terms and Conditions, our liability will be strictly limited to the restoring of the services.

We do not accept liability for:

- losses or damages not caused by our breach of these Terms and Conditions or otherwise by our acts;
- losses or damages which are not reasonably foreseeable by users and us at the time of entering into these Terms and Conditions.

In any case, our liability will always be limited to direct damages within the limit of our insurance coverage.

Should the performance of the services be delayed for reasons considered as "Force Majeure" or acts of god or for reasons imputable to you, such as the communication of inexact information, we shall not be liable for such consequences.

You agree to indemnify, defend and hold harmless AMARIS, and its subsidiaries, affiliates, officers, directors, agents, and employees from and against any costs, damages, expenses (including reasonable attorneys' fees), judgments, losses and other liabilities (including amounts paid in settlement) incurred as a result of any third-party action, claim, demand, proceeding or suit to the extent arising from or in connection with your use of the solutions in violation of these Terms and Conditions.

14. Right of publicity

AMARIS shall have the right to use the name, trade name, service marks, trademarks, trade dress or logos of the Client (or any of its affiliates) in publicity releases, advertising or any other publications, or identify the Client as a client, on Octory's website (www.octory.io). However, the Client shall be able to object with written prior request sent by letter with acknowledgment of receipt.

15. Updating our Terms and Conditions

We reserve the right to update the present policy from time to time to accurately reflect our practices and vision for OCTORY.

Once updated, the changes will take place with immediate effect and any users who choose to continue to use OCTORY will be bound by the new Terms and Conditions.

All users are therefore advised to regularly monitor when the terms were last updated.

16. Applicable Law and Jurisdiction

These Terms and Conditions will be subject to the laws of France.

Should any claim or disputes arise between the AMARIS and the users during the execution of these Terms and Conditions, they shall be submitted for resolution to the exclusive jurisdiction of the commercial courts of Paris.