PARSEC

General Terms and Conditions of Sale or Use (GTCS/GTCU) for the Parsec service

The company SCILLE, a simplified joint-stock company with a capital of 95,967 euros, registered with the Bordeaux Trade and Companies Register under number 799854633, whose registered office is located at 11 rue de Jalès – 33160 Saint-Médard en Jalles ("SCILLE").

SCILLE, a software publisher specialized in cybersecurity for sensitive data, develops the software called PARSEC ("Parsec"). Parsec (https://parsec.cloud) is an open-source software solution that allows users to control and securely share sensitive data in a Cloud service.

The use of Parsec will be governed by these General Terms and Conditions of Sale (the "GTCS"). The GTCS are provided to Users at the time of their registration. Users acknowledge that they have read and understood the GTCS and agree to be bound by them. Any acceptance of the GTCS also implies acceptance of the Privacy Policy, accessible at the following address: https://parsec.cloud/politique-de-confidentialite/.

Article 1 – Definitions

In the GTCS, the words or expressions starting with a capital letter have the following meanings:

Parsec Subscription or **License**

Refers to the subscription that the Client subscribes to with SCILLE in order to access Parsec under the conditions of the GTCS.

Welcoming (a member)

Refers to the process that allows a new member to join an Organization. This process involves the formal identification of a new member before allowing them to join an organization. The physical transmission of a Token, preferably orally, ensures that this identification process has been properly completed.

Client

Refers to the client, whether a legal or natural person, who subscribes to a Subscription and holds an Account; the Client owns one or more organizations.

Cloud

Refers to the compatible Cloud services where the Data will be stored and encrypted. In the case of the "Business," "Integrator," or "Administration" options, as defined in Article 3.2 of the GTCS, the Client can use the Cloud services of their choice.

Account

Refers to a valid Client account providing access to their customer area.

Data

Refers to the Client's and Users' data, whether Personal Data or not, including sensitive data that will be encrypted and stored via Parsec.

Personal Data

Refers to any information relating to an identified or identifiable natural person, including but not limited to a name, identification number, location data, online identifier, or one or more factors specific to their physical, physiological, genetic, mental, economic, cultural, or social identity.

Workspace

Refers to one or more secure spaces to which Users have access during their use of PARSEC; a workspace is administered by its Owner, who is the only one authorized to revoke a User's access to their Workspace.

Space

Refers to the personal space that Users have access to when using Parsec. The Space includes all workspaces accessible to the User.

IaaS

Refers to the concept of "Infrastructure as a Service" as defined by Wikipedia: https://en.wikipedia.org/wiki/Infrastructure_as_a_service. Parsec stores Data in encrypted form on standard storage Clouds (S3 or Swift) provided by a SaaS operator (3DS Outscale).

Licence BUSL-1.1

Refers to the exclusive BUSL-1.1 license available at the following address https://github.com/Scille/parsec-cloud/blob/master/LICENSE, which applies to the client-side software and server-side software of Parsec.

Members

Refers to any Parsec user, regardless of their profile, authorized to access the Data available in the Organization.

Browser / Data Browser / Parsec Application

Refers to the Parsec software client, the only one authorized to securely handle sensitive Data hosted in Workspaces ;

Organization

Refers to a set of Users created by a Customer and managed by one or more Administrators. A customer can create one or more organizations;

PaaS

Refers to the concept of "Platform as a Service" as defined by Wikipedia: https://en.wikipedia.org/wiki/Platform_as_a_service. The Parsec metadata server relies on a PaaS service for its operational use and scalability.

Part(s)

Refers to SCILLE and/or the Client.

Parsec

Refers to the high-security software solution distributed under the BUSL-1.1 license (https://github.com/Scille/parsec-cloud/blob/master/LICENSE) that guarantees the confidentiality, authenticity, traceability, and integrity of sensitive Data shared and stored anywhere in the world, regardless of the storage Cloud. Parsec is natively multi-cloud.

Mounting Point

Designates the directory from which data can be accessed in the form of a virtual representation of the file system on a hard disk partition or device.

Privacy Policy

Refers to the document created by SCILLE defining the rights and obligations regarding the processing of Personal Data carried out via Parsec. It is available at the following address: : Politique de confidentialité - Parsec

Profile

Refers to the rights of individuals within an organization and is defined during the process of welcoming a new member. There are three types of profiles:

- **Administrator**: Administrator members can add or remove members in an Organization. An Administrator is also a "Standard Member."

- **Standard**: Standard members can create and share workspaces with other members within the organization. These Standard members can also access the data in the workspaces (depending on their role in the workspace). They have full Parsec functionalities, except for user management.

- **External**: External members can collaborate (read or write) in the workspaces to which they are invited but do not have permission to create or share workspaces. The external member cannot view the personal information (such as email address, username, or device name) of other members.

RGPD

Refers to the European General Data Protection Regulation 2016/679 of the European Parliament and Council of April 27, 2016.

Role

Refers to a user's rights within a Parsec workspace. It is initially defined by a workspace manager or owner when the workspace is shared with a member.

- **Reader** : The right to read documents in the workspace.

- **Contributor**: The Reader's rights plus the ability to add and delete files in the workspace.

- **Manager**: The Contributor's rights plus the ability to invite Users to share the workspace.

- **Owner**: The Manager's rights plus the right to remove one or more members from the workspace, resulting in the re-encryption of all metadata granting access to the workspace. A workspace is administered by its Owner, who is the only one authorized to remove a member. A workspace can have multiple Owners. The Owner legally manages all members who have access to the workspace. The configurable rights are defined in Article 3.2 of the GTCS.

SaaS

Refers to the concept of "Software as a Service" as defined by Wikipedia: https://en.wikipedia.org/wiki/Software_as_a_service. PARSEC is a SaaS.

Customer Area

Refers to the web-based SaaS service ("Business" subscription) or "On-Premise" (for "Integrator" or "Administration" subscriptions dedicated to the Client) that allows for the creation of Organizations and possibly billing management. It is accessible at the following address: https://www.parsec.cloud/.

Support

Refers to the technical support provided by SCILLE in accordance with the GTCS ;

Device or Terminal

Refers to the software or hardware platform on which the User runs the Parsec Data Browser. Multiple Devices or Terminals can be operated on a single physical machine.

Token

Refers to a string of characters that should preferably be transmitted orally by an Administrator during the Enrollment of a new User. The transmission of this information must be done through a physical channel to ensure that the new User is the correct person (presentation of an ID card, voice recognition, or personal knowledge).

Article 2 – Purpose

The GTCS aim to define the conditions under which Parsec is made available to Clients and Users. By accessing Parsec, the Client and Users agree to comply with and be bound by the GTCS and the Privacy Policy. The GTCS apply as soon as the Client subscribes to a Subscription.

SCILLE reserves the right, at its sole discretion, to modify the GTCS at any time. The applicable GTCS are those that the Client accepted when subscribing to the Subscription.
The terms of use apply to the User upon their prior approval at the time of connection to the Parsec system.

Article 3 – Présentation de Parsec

Article 3.1 – Content of Parsec

Parsec is a high-security component that enables the sharing and storage of sensitive or confidential data in the Cloud.

Parsec guarantees the confidentiality, authenticity, and integrity of Data shared and stored worldwide, regardless of the storage Cloud. Parsec is natively multi-cloud.

Parsec allows Users to securely store, share, and access their Data.

Parsec enables the secure control and sharing of encrypted Data across Clouds, whether private or public. The Terminal becomes the only trusted entity controlling the encryption and signature keys used to secure sensitive data. A detailed presentation of Parsec can be found at the following address: https://docs.parsec.cloud/fr/v3.0.0-rc.5/introduction.html
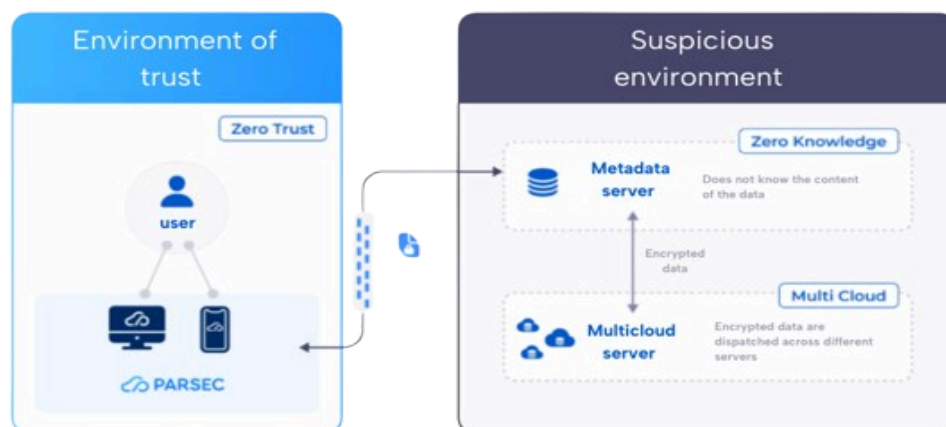
Article 3.2 – Access to Parsec

The Client accesses Parsec by downloading the solution directly from the website via the link https://parsec.cloud/demarrer-parsec/ .

If you wish to create an account on the customer area or access your customer area, you can do so via the link : https://sign.parsec.cloud/

Creating an Account in the Client Area

The Client must create an Account in the Client Area to access their Parsec Client management area.

To do this, they simply need to go to the "Pricing" page on the https://www.parsec.cloud.They can choose the subscription plan they wish to subscribe to. They will need to register, then select the type of subscription, and finally install the application. Following this, they will be able to create their organization from the application and connect to their client area.

To create an account, the User must:

- Be legally capable of entering into contracts and subject to French law.

- Use Parsec for professional purposes and in accordance with the terms and objectives of the GTCS.

- Always provide accurate and truthful Personal Data and update them regularly to maintain their accuracy.

- Ensure that their email address remains valid as long as the Account remains active.

- Provide the following information
  - User name
  - First and last name
  - Company position (optional)
  - Billing address
  - Company name (optional)
  - Country of origin
  - Phone
  - Bank details (for paid subscriptions only)

A Client or User may only create one Account, but can create and manage several Organizations from that Account.

The User who creates the Account will also have the status (and role) of Administrator. They can then appoint other Users as Administrators of the said Account. Not all Users are Administrators.

In case of forgotten or lost password in the client area, Clients can reset their password via the link available on the login page of the application.

To complete the creation of their Account, the Client must :

- Create a password of twelve (12) characters, containing at least one uppercase letter, one lowercase letter, one digit, and one special character.

- Choose the name of their Organization, limited to a maximum of fifteen (15) characters, with only uppercase, lowercase letters, numbers, and the characters "_", "-", and "" being allowed.

- Click the link received at their email address provided during the creation of the Account.

Once the Account activation is completed, the Client will be able to log into their Client Area from the application.

Creation of one or more Organization(s)

Customers can create one or more Organizations, and must choose a Subscription or offer for this Organization from the website : https://parsec.cloud/tarification,

The **Business Subscription**, some characteristics of which are defined in the table below, and the full content of the subscription is available via the link https://parsec.cloud/tarification/

- The **Integrator offer** is not available for purchase via the client area and requires a specific commercial proposal. The full content of this offer is available via the link https://parsec.cloud/tarification/

- The **Administration offer** is also not available for purchase via the client area and requires a specific commercial proposal. The full content of this offer is accessible via the link https://parsec.cloud/tarification/

Business
Saas

15€ Per user / Per month
Price excl.

- ✔ Unlimited number of users
- ✔ Sovereign cloud storage
- ✔ 100 GB storage space included
- ✔ zerotrust safety features
- ✔ Collaborative functions
- ✔ User administration
- ✔ Unlimited external user invitations
- ✔ Assistance

Subscribe

Integrator
Saas-On Premise

Made-to-measure
License on request

- ✔ Unlimited user license
- ✔ Sovereign cloud storage
- ✔ Dedicated data server
- ✔ Integrator brand adaptation
- ✔ Advanced safety features
- ✔ Multi-device resilience
- ✔ Specific integration of PKI, LDAP, etc.
- ✔ Dedicated support & assistance

Request a quote

Administration
Saas-On Premise

Made-to-measure
License on request

- ✔ Unlimited user license
- ✔ Sovereign cloud storage
- ✔ Dedicated data server
- ✔ Advanced safety features
- ✔ Multi-device resilience
- ✔ Dedicated support & assistance

Request a quote

Once the client area is created, the Client can then grant access to each Organization by providing Users with an invitation link.

The same User can access multiple Organizations.

It is not necessary to have an Account in the client area to be a User of Parsec. It is sufficient to have been invited to an Organization by the Owner of a workspace within the Organization.

Access to Parsec by the Administrator, first-time User of an Organization

If the Client, as the first-time User and therefore Administrator of their Organizations, has not yet downloaded Parsec, it will be suggested to do so via the "Download" button after registration and subscription to a plan. The User will need to download Parsec on as many devices as necessary. For security reasons, it is recommended to install at least two duly added Parsec devices. In fact, the loss of a single non-replicated device leads to the loss of all Data in workspaces that have not previously been shared with another User.

It is possible to run several devices on a single physical machine.

Welcoming a User into a Parsec Organization by an Administrator

An Administrator can add or remove as many Users as they wish in an Organization.

The Parsec application must be installed on at least one device of each User. For the security reasons mentioned above, it is recommended that the User installs Parsec on at least two devices unless they only plan to work within workspaces they did not create and do not own.

Once the Parsec application is installed on the User's device, the Administrator of the Organization can proceed with welcoming the User.

The welcoming process requires the transmission of two pieces of information to the User through two separate channels:

- An invitation link to be entered into the Parsec application. Clicking on this link will automatically open the Parsec application.

- A 4-character Token, which should only be communicated through a secure channel, preferably orally.

The User will connect to Parsec via an invitation link provided by the Organization's Administrator. The invited User will then enter this link by clicking "enter address manually." The User will be able to create their access to Parsec by entering:

- A username, which will identify them within the Organization for access to all the workspaces they will have access to in the future. A User can be invited multiple times under different usernames. ;

- A password that can be changed later if desired.;

- The 4-character Token.

If the Parsec login password is forgotten or lost, the User will no longer be able to connect: the only way to recover their Data from each workspace is either by having previously shared it with another User or by having previously invited another device.

If the device is objectively compromised (i.e., the conditions of access no longer ensure the security of the Data), it is mandatory to remove the compromised User from the Organization and revoke their access to all workspaces they had access to. This revocation, resulting in the re-encryption of the metadata, is triggered

by each Workspace Owner. The re-encryption ensures continued access to the Data for other Users, excluding the compromised one.

SCILLE recommends that Users regularly change their password and choose complex passwords including letters, numbers, and specific characters.

Before accessing the Parsec application, Users must, upon registration, check the box "I accept the General Terms and Conditions of Sale of Parsec."

Organization

The Administrator can create one or more Organizations by clicking on the "Create an organization" button.

The Administrator can add and/or remove Users from the Organization. A non-Administrator User cannot add or remove a User from an Organization.

Data Management in Workspaces

Any User can create an unlimited number of workspaces within an organization. The user who creates a workspace becomes its Owner and can invite as many members as they wish. The Owner can also define access rights for the users of that workspace, according to the following levels of privileges, from the lowest to the highest :

- **Reader**: Right to read the workspace's documents.

- **Contributor**: Reader rights plus the ability to copy documents into the workspace. ;

- **Manager**: Contributor rights plus the right to invite Users to share the workspace's documentation.

- **Owner**: Manager rights plus the right to revoke one or more members within the workspace, which results in re-encrypting all metadata granting access to the workspace. A workspace is managed by its Owner, who is the only one authorized to remove a member. A workspace can have multiple Owners.

  The Owner legally manages all members who have access to the workspace.

  A User therefore has access to an Organization within which they access the workspaces.

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Article 4 – SCILLE's Commitments

Article 4.1 – Provision of Parsec and Duration of the Contract

SCILLE makes Parsec available to Users, previously added to the Client's Organizations, for the duration specified by the Subscription subscribed to by the Client, provided that the Client complies with their obligations and commitments outlined in the GTCS.

The Client has the option to subscribe to an indefinite paid contract.

The Client can choose from the following offers based on their needs:

- Offre Saas : Business
- Offre Saas-On Premise : Integrators
- Offre On Premise : Administration

The Client acknowledges that they have read and accepted these GTCS and agrees to review the financial and technical terms of the paid subscriptions before subscribing.

The indefinite contract can be terminated by either party at any time, subject to a one-month notice period from the receipt of the termination request, sent after an email request to the declared SaaS Client email address for termination by SCILLE, or to the address: support@parsec.cloud for termination by the Client.

It is noted that the data reversibility must be carried out according to the provisions of Article 4.5 below by the User during the notice period and within a maximum of 15 days after the contract is terminated. The recovery of stored Data is easily done via a simple "copy-paste" in the file explorer on any User's Terminal who has access to an Enclave.

Article 4.2 Provision of Support

SCILLE commits to providing Support to Users in case of suggestions or difficulties in using Parsec.

A button redirects the User to a contact form accessible at the following internet address: https://sign.parsec.cloud/contact .

The User can also use Support via the following email address : support@parsec.cloud.

SCILLE will respond to requests submitted via the "Give Feedback" form and emails received at support@parsec.cloud within two (2) business days of receiving such requests. To this end, Users must provide the following information :

- Their name and email address and complete the "what do you want to report?" field in the contact form ;

- A detailed description of the suggestions or problems encountered.

Support is available Monday through Friday from 9:00 AM to 5:00 PM

Article 4.3 SCILLE's Guarantees

SCILLE does not have access to Users' or Clients' Data. Indeed, the Data is encrypted and signed locally by the User's self-generated keys, which remain within their possession via the PARSEC Browser. These keys never leave the Terminal, preventing any third-party exploitation of the encrypted data leaving the Terminal. The decrypted Data is exclusively intended for Users within the Organization created by the Administrator, all sharing the same Enclave.

The Data is then stored in encrypted packets on public or private Cloud storage services, at the Administrator's discretion, who is solely responsible for administering them and authorizing access to the Users of their Organization.

No temporary or occasional access to the Data of an Enclave is possible: one must be part of an Organization and have sharing authorization from the Enclave's Owner to access it.

PARSEC continues to function even during intermittent network connections. When PARSEC is disconnected, it is only possible to work in local mode. Once the connection is reestablished, PARSEC automatically synchronizes previous events with the remote actions of other Users sharing the same Enclave.

SCILLE will make every effort to maintain access to PARSEC. However, SCILLE cannot be held responsible for any problems related to the operation of the Internet for which SCILLE is not responsible.

SCILLE's commitments are strictly limited to the general terms and conditions of the Cloud services used by the Users, particularly the terms of the PaaS Scalingo and the Cloud service provider (IaaS) SecNumCloud 3DS Outscale:

- General Terms of Sale of Outscale IaaS : https://fr.outscale.com/wp-content/uploads/2023/06/CG-OUTSCALE-Juin-2023.pdf

- General Terms of Sale of Scalingo PaaS : https://scalingo.com/fr/blog/nos-conditions-generales-evoluent

SCILLE guarantees the compatibility of the software's interoperability with Cloud services.

In any case, SCILLE's guarantee is excluded in case of non-compliance by the Client and/or User with the terms of use of PARSEC, or if the User interferes with PARSEC.

SCILLE commits to providing access to PARSEC with the utmost care and professionalism and in accordance with industry standards.

SCILLE cannot be held responsible for violations of French and international intellectual property protection laws for any services, creations, or modifications made using elements such as source code, text, graphics, images, or any other data provided by the User that they do not own exclusively.

Article 4.4 Liability

SCILLE does not guarantee that PARSEC is free from anomalies or errors, nor that PARSEC will function without interruptions or malfunctions. SCILLE provides no guarantee regarding the performance or results of PARSEC.

Updates or patches to PARSEC may cause service interruptions for a short period, generally around two (2) hours, and in any case, less than 24 hours.

SCILLE reserves the right to interrupt PARSEC for technical maintenance or improvement purposes to ensure its proper operation, regardless of the time and duration of the intervention. This service interruption does not affect the Client's stored data and will not entitle Users to any compensation.

If the PARSEC service must be interrupted for more than two (2) days, Users will be notified by email.

Under no circumstances will SCILLE be directly or indirectly responsible for any damage caused to Users, the Client, or third parties due to a User's fault or the use of Data.

SCILLE cannot be held responsible in the event of an internet outage, a virus affecting the Users' data and/or software, possible misuse of Account passwords, or more generally, for any damage caused by third parties.

SCILLE, the publisher of the PARSEC solution, cannot be held responsible for the unpredictability of internet access, access issues, poor access quality, or service interruptions related to electronic communication networks. Consequently, SCILLE cannot be held liable for delays or losses that may occur when sharing Enclaves and the resulting data.

In any case, SCILLE cannot be held responsible for non-access to the Shared Enclave and, therefore, for the lack of knowledge of one or more File(s) resulting from a failure of the internet service provider, negligence by the Users, or the Users' choice not to access the Shared Enclave and review the said File(s).

SCILLE cannot be held responsible for the sharing of one or more Enclaves by someone other than its intended recipients due to the fraudulent, negligent, or stolen use or transmission of identification and authentication data of one or more Users.

In a broader sense, SCILLE is not responsible towards Users of the PARSEC platform for:

▪ The validity of the data shared within the Enclaves via the PARSEC Data Browser;
▪ The accuracy and truthfulness of the identification and authentication data of invited Users;
▪ The access to the Service, sharing and/or deletion of data, deletion of Shared Enclaves, Organizations, or Users by a malicious User;
▪ The identity theft and use of a User's or invited User's email address, login details, web address (URL) for registration to the PARSEC service, phone number, or authentication token for the PARSEC service.

Article 4.5 Reversibility – Data Recovery

In the event of termination of the contractual relationship for any reason, SCILLE undertakes to ensure total reversibility of the data for the User.

In this respect, SCILLE reminds that the recovery of stored Data is easily achievable by the User via a simple "copy-paste" in the file explorer on any Terminal with access to an Enclave. Migration can be performed by the Client from the mount point in the file explorer, through a simple copy-paste operation.

Therefore, it is the User's responsibility, in case of contract termination, to carry out this operation. This operation, at the User's expense, ensures the reversibility of the data, and the User agrees to complete it no later than one month from the date of notification of termination or the cessation of the contractual relationship for any reason.

Article 4.6 – Service Credits

SCILLE will grant service credits to the Client, upon request, in case of service interruption attributable to SCILLE lasting more than 24 hours :

Service credit requests must be sent by email to the following address : support@parsec.cloud

Service credit requests must include :

▪ The Client's name and reference(s) of the impacted service(s);
▪ The dates and times of the start and end of the unavailability or the faulty quality parameter;
▪ A brief description of the problems encountered.

Only requests sent by the Client within five (5) business days of the relevant failure will be eligible for the credits provided for in this article. If this request is accepted, the amount of this credit will be reflected in a credit note deducted from the following invoice.

Service credits are carried over and deducted from the first invoice following the service credit request or the final invoice in the case of contract termination. Only billable months are included in the calculation of service credits.

They will only apply in cases where service failure is attributable to SCILLE and contractually cover all damages suffered by the Client due to the observed unavailability.

The Client may request compensation of 4% of the monthly subscription fee per business day. This compensation is capped at 50% of the monthly subscription fee.

Article 5 – Users' Commitments

Users are invited by the Client to use the features offered by PARSEC free of charge.

By accepting to join one of the Organizations held by the Client-Administrator and by validating these general terms and conditions of sale or use, the User agrees to comply with the rules of use and responsibilities set out in this document, particularly the commitments of this article and Article 7 below.

Users agree to cooperate with SCILLE throughout their use of PARSEC. Users will inform SCILLE of any anomalies in the operation of PARSEC. A reporting mechanism to the development team is provided for this purpose in the Browser.

Users agree to use PARSEC in accordance with its intended purpose and the GTCS. They are responsible for their use.

In the event of Data loss or loss of access to Data for any reason, SCILLE cannot be held responsible by the Users, who remain solely responsible for backing up their Data and using PARSEC.

Users are solely responsible for selecting, using, and verifying the results obtained via PARSEC and all software or equipment connected to PARSEC.

The information, publications, and data, in general, remain the property of the Users.

Users are responsible for the confidentiality of their login credentials and passwords. Users are responsible for protecting their Terminals. These Terminals can only be used to allow authorized Users to access PARSEC to ensure the security of the Data. Login credentials and passwords may not be disclosed to third parties.

In case of compromise of a Terminal (loss or theft), Administrators must remove the compromised User, and Enclave Owners, notified of the compromise by a visible notification in the Enclave, must revoke the compromised User within their Enclaves.

Users must immediately inform SCILLE if they notice any security breaches related to the voluntary disclosure or misuse of login credentials and passwords, so that SCILLE can take appropriate measures to address the security breach.

Users agree to :

- Respect the rights of other Users and third parties, and more generally, all laws and regulations related to PARSEC's use;
- Use PARSEC with due care and diligence and for lawful purposes, particularly in accordance with applicable criminal laws;
- Not engage in conduct that could interrupt, destroy, limit, or otherwise harm PARSEC, including allowing Users unauthorized access to and use of PARSEC, such as through the use of viruses, malicious code, programs, or files;
- Ensure that the Data complies with the legislation applicable to them;
- Not harm SCILLE's reputation or disparage PARSEC, including on the internet, including social media, and exercise caution and restraint regarding comments about SCILLE, its employees, and/or PARSEC that they may wish to post online;

- Not divert Users from PARSEC to another application, website (particularly using hyperlinks), or a competing service.

In case of violation of the above, PARSEC reserves the right to

- Suspendre temporairement ou définitivement le Compte et/ou de bloquer les Utilisateurs ; et
- Supprimer le Compte.

Article 6 – User license

SCILLE authorizes the User and the Client, who accept, to use PARSEC in accordance with the BUSL-1.1 License (https://github.com/Scille/parsec-cloud/blob/master/LICENSE) for the use of its code, and in accordance with these GTCS for the contractual relationship between the Parties.

SCILLE does not authorize the commercial use of PARSEC, except through a duly granted license by SCILLE, the rights holder. The use of the SaaS PARSEC is particularly reserved for a human User, a natural person. The commercial use of the PARSEC service by a robot is prohibited unless a duly granted license is obtained.

The full documentation is available digitally via the PARSEC Browser and on the : https://parsec.cloud.

Article 7 – Users' Responsibility

Users are responsible for :
- Complying with their legal and regulatory obligations;
- The Data stored via PARSEC;
- Their access to and use of PARSEC;
- Obtaining and maintaining the necessary equipment to access PARSEC, as well as ensuring the compatibility of their equipment with PARSEC.

The Client declares to accept the inherent constraints and risks of using electronic communication networks and acknowledges that the Internet presents risks and technical failures that may alter the performance of the Service or make it inaccessible.

It is the Client's responsibility to take, and to ensure that each User takes, all appropriate security measures to protect their own data (including Files and Originals), computers, and information systems against all risks of contamination by computer viruses, Trojan horses, and all attempts of third-party intrusion, destruction, or alteration, including via the PARSEC interface that allows access to the Service.

The Client is solely responsible for the quality, legality, and relevance of the data and content they store or share while using the Service. The Client guarantees that they own the intellectual property rights allowing them to use the data and content, and they will comply with laws, regulations, and public policy.

The User is solely responsible for creating the identity of an Invited User and the information they provide in the PARSEC interface during Enrollment.

In this respect, the Client must ensure that the User makes lawful and morally acceptable use of the service and respects the intellectual property rights of third parties.

They must take all necessary measures to enforce these rights.

Article 8 – Intellectual Property

PARSEC belongs to SCILLE and is protected by intellectual property rights. Users are authorized to use PARSEC under the conditions of the GTCS and the BUSL-1.1 License.

All rights not expressly granted to Users by the GTCS are reserved.

PARSEC is a registered trademark and may not be used without the prior written consent of SCILLE.

Users acknowledge that SCILLE is the sole holder of its intellectual property rights, particularly those pertaining to PARSEC, and they agree not to challenge this ownership or the validity of SCILLE's intellectual property rights.

The elements available on PARSEC, such as tools, texts, photographs, images, icons, sounds, videos, and more generally all information available to Users, are the exclusive property of SCILLE and/or its partners, except for the Data published and stored by Users.

Article 9 – Financial Terms

Article 9.1 Cost of the PARSEC License

The monthly price of a license is updated on the website https://parsec.cloud and depends on the number of Users in the Organization and the total storage volume of the Organization, including historical data.

If the Client wishes to store their encrypted Data in an isolated public Cloud or on a private datacenter managed by the Organization, they must subscribe to an "Integrator" or "Administration" offer from SCILLE.

Article 9.2 Payment Terms

The price of the PARSEC License is stated in euros, excluding taxes. For the "Business" offers mentioned in Article 3.2 of the GTCS, billing is made to the Client's declared address during registration on the Merchant Site. For "Integrator" and "Administration" offers, billing is made to the billing address declared by the Client (headquarters, secondary establishment, department, etc.).

Invoices are payable within thirty (30) days of issuance, by bank transfer or check. No discount will be applied in the case of early payment.

Any late payment will result in the automatic application of interest calculated prorata temporis at the ECB (European Central Bank) rate plus 10 points, without the need for prior notice, from the first day of delay, without prejudice to any action that SCILLE may be entitled to take against the Client.

A flat fee of forty (40) euros will be charged by SCILLE for collection costs in the event of late payment of an invoice.

Additional unpaid management fees, if applicable, will be charged by SCILLE to the Client upon proof.

Article 9.3 Non–Payment

Non-payment of the Subscription by the Client at its due date will result in the immediate suspension of the service and the automatic termination of the PARSEC License :
- For a "Business" service, thirty (30) days after the sending of a formal notice that remains unanswered, addressed to the SaaS Client's declared email address when subscribing to their Organizations ;
- For an "Integrator" or "Administration" service, thirty (30) days after the sending of a formal notice that remains unanswered, sent by registered mail with acknowledgment of receipt by SCILLE to the Client.

Article 10 – Protection of Personal Data

SCILLE by encrypting the Data via PARSEC assumes the status of sub contractor within the meaning of Article 28 of the RGPD, only in the event that the Data contains Personal Data.

In the context of PARSEC, SCILLE carries out the processing of Personal Data on behalf of the data controller, the Customer, who accepts it.

SCILLE undertakes to process, via the PARSEC Browser deployed on the User's Terminal, the Personal Data for encryption and signature purposes only and in accordance with the Customer's instructions. If SCILLE considers that an instruction from the Customer constitutes a breach of the RGPD, it will inform the Customer as soon as possible.

Confidentiality Guarantee

SCILLE guarantees the confidentiality of Personal Data processed via PARSEC. SCILLE has no means of decrypting the Data, as it is encrypted using the Users' personal keys. By the very design of PARSEC, the Customer alone is responsible for authorizing access to the Enclaves. The Customer undertakes to respect the confidentiality of the Data it administers, and to ensure that Enclave Owners receive the necessary training in the protection of Personal Data likely to be hosted in the Enclaves.

SCILLE undertakes, by the conception of PARSEC, to ensure that the Data hosted on the Enclaves remains accessible only to Users who have been admitted to the said Enclave.

Subcontracting

SCILLE is authorized to call upon another subcontractor, in particular of the PaaS (metadata server operation) or IaaS (Cloud storage) type, to carry out specific processing activities. SCILLE will inform the Customer in advance and in writing via its email address, in particular as to the activity of this second subcontractor, its identity and contact details.

The "Business" Customer has one (1) month from the date of receipt of this information to unsubscribe and migrate its Data in the event that this subcontracting does not suit it.

The "Integrator" or "Administration" Customer has one (1) month from the date of receipt of this information to present any objections. This subcontracting can only be carried out if the Customer has not raised any objections within the agreed period.

It is SCILLE's responsibility to ensure that the second subcontractor presents the same guarantees regarding the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the RGPD. Otherwise, SCILLE remains fully liable to the Customer for the second processor's performance of its obligations.

Right to information for data subjects

It is the Client's responsibility, as the data controller, to provide information on the processing of Personal Data to the individuals concerned by the processing operations at the time of the collection of Personal Data.

Exercise of Rights by Data Subjects

Insofar as possible, SCILLE, in its capacity as subcontractor, must assist the Customer in fulfilling its obligation to comply with requests to exercise the rights of the persons concerned: right of access, rectification, erasure and opposition, right to limit processing, right to data portability, right not to be the subject of an automated individual decision (including profiling).

When the persons concerned make requests to SCILLE to exercise their rights, SCILLE must send these requests as soon as they are received by e-mail to a contact within the Customer.

Notification of Personal Data breaches

With regard to data managed by the Merchant Site, SCILLE notifies the Customer of any Personal Data violation within a maximum of forty-eight (48) hours of becoming aware of it, by e-mail. This notification shall be accompanied by any useful documentation to enable the Customer, if necessary, to notify this violation to the competent supervisory authority.

In the case of Data managed within the Enclaves of an Organization, SCILLE, by the very design of PARSEC, has no way of becoming aware of any breach of Personal Data.

SCILLE Collaboration

SCILLE agrees to assist the Client in conducting impact assessments related to Personal Data protection.

Security Measures

SCILLE agrees to implement the necessary security measures to protect Personal Data.

Fate of personal data

If the Customer ceases to use PARSEC, SCILLE undertakes :

- destroy the Personal Data present on the Merchant Site ;

- destroy the Enclaves, i.e. all the metadata owned by the Customer. By design, Personal Data becomes irrecoverable.

Register and documentation of Personal Data

SCILLE declares that it keeps a written register of the Personal Data processed on the Merchant Site(s) and makes available to the Customer the documentation necessary to demonstrate compliance with its obligations and to enable audits to be carried out by the Customer or an auditor appointed by the Customer.

Article 11 – Liability – Insurance

CILLE is bound by an obligation of means in relation to the maintenance, accessibility and availability of PARSEC.

Should SCILLE be held liable by the Customer under the GCS for direct damage suffered, the Customer's right to compensation will be limited, all causes combined, to the amount of the sums paid by the Customer to SCILLE over the last twelve (12) months.

Under no circumstances may SCILLE be held liable for indirect or unforeseeable damage that may result from the use of PARSEC. Indirect damage includes the inaccuracy or corruption of files or data, any financial or commercial loss, loss of profit, loss of production, data, orders or customers, damage to image and/or reputation, as well as any action brought against the Customer by a third party.

In any event, the limitation period for the Customer's contractual liability action is twelve (12) months from the occurrence of the damage

Article 12 – Force majeure

SCILLE cannot be held liable in the event of a breach of any of its obligations under the terms of the GTCS, when the non-performance or delay in performance results in particular from the following events: public health problem, government decision, including withdrawal or suspension of authorizations of any kind, economic embargo imposed by a State, the European Union or the UN, total or partial strike, labor disputes, lock-out, internal or external to the company of the party concerned, natural disasters or natural cataclysms, state of civil war, riots, attacks, popular movements, acts of terrorism or sabotage, total or partial interruption of telecommunication or electricity networks, computer hacking, and more generally any event generally accepted by French courts as force majeure as provided for in article 1218 of the French Civil Code.

Article 13 – Changes to the general terms and conditions of sale

SCILLE reserves the right to modify the GCS in order to improve the quality of its services.

In the event of modification, SCILLE will inform the Customer electronically. The Customer has a period of one (1) month to refuse the said modification by sending SCILLE a registered letter with acknowledgement of receipt, notifying its refusal of the modification to the GCS. In this case, the GCS will continue to apply until they expire.

Should the Customer fail to notify his refusal of the GTC in the manner provided above, the Customer will be deemed to have irrevocably accepted these modifications. In the event of refusal, SCILLE may terminate the contractual relationship subject to giving one (1) month's notice.

However, when the evolution of the GTC is the consequence of a legislative or regulatory modification, resulting from jurisprudence or any other legal obligation (national or international) which is imposed on SCILLE, the Customer does not have the right to refuse the modification of the GTC which will be imposed on him, in the same way as the legal modification was imposed on SCILLE.

Article 14 – Privacy

Each party undertakes not to exploit or communicate to a third party any data, methods, know-how, source codes, manufacturing processes, technical, financial or commercial information of the other party to which it may have gained access through the use of PARSEC.

Each Party undertakes to take all measures to ensure compliance with this obligation of confidentiality and shall refrain from disclosing to any natural or legal person, either directly or indirectly, any confidential information which it may have become aware of in connection with the use of PARSEC and/or from reproducing and/or using such information, either on its own behalf or on behalf of third parties, for any purpose other than the performance of the GTS.

However, these confidentiality obligations do not apply to information which was already in the public domain at the time of transmission, or which may become so through no fault of the recipient.

The undertakings given under this article shall survive the expiry of the GCS, for any reason whatsoever, for a period of five (5) years. Any breach of this confidentiality obligation may give rise to the payment of damages.

The present confidentiality clause does not prevent SCILLE from citing the Customer as a reference.

Article 15 – References

The Customer authorizes SCILLE to quote its name and logo, together with a brief description of the services provided by SCILLE, as a commercial reference for its communication needs.

SCILLE undertakes, within fifteen (15) days of written notification of the Customer's disagreement, to remove any mention of this Customer from its commercial references.

SCILLE, a simplified joint stock company with capital of €95,967, registered with the Bordeaux Trade and Companies Registry under number 799854633, whose registered office is located at 11 rue de Jalès - 33160 Saint-Médard en Jalles ("SCILLE").

Article 16 – Various stipulations

Article 16.1 Partial disability

Should any of the stipulations of the GTCS be nullified or rendered ineffective in whole or in part by a decision or event beyond the control of either party, such nullification or rendering ineffective shall not invalidate the other stipulations of the GTCS.

In this case, the Parties will endeavor to replace the nullified or ineffective provision(s), if requested by one of them, by a valid provision corresponding to the spirit and purpose of the GTCS.

Article 16.2 Waiver

Le fait pour l'une des Parties de ne pas se prévaloir d'un manquement de l'autre, à l'une quelconque de ses obligations, ne saurait être interprété pour l'avenir comme une renonciation à l'obligation en cause.

Article 16.3 Titles

n the event of a contradiction between any of the headings appearing at the top of the clauses of the GTCS and one of the clauses, the headings will be declared non-existent.

Article 16.4 Customer acceptance

The GTCS are expressly accepted by the Customer by means of a box to be ticked at the time of registration, who, by his signature, declares and acknowledges that he is fully aware of them, and thereby waives the right to invoke any contradictory document, and in particular his own general terms and conditions of purchase, which will be unenforceable against SCILLE, even if it has been made aware of them.

The GTCS may be supplemented by Special Conditions for the "Integrators" and "Administration" offers (article 3.2).

In the event of contradiction between the Special Conditions and the GSC, the latter shall always prevail, except in the event that the Special Conditions take the form of a negotiated OEM "Original Equipment Manufacturer" contract, and the clause(s) thereof which contradict(s) the GTCS begin with the words "by derogation to the General Sales Conditions, with indication of their date or version number", as well as in the event that the GTCS expressly provide for the possibility of derogation in the Special Conditions.

Article 17 – Applicable Law

The GTCS are governed by French law.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE CONCERNING THE VALIDITY, INTERPRETATION OR PERFORMANCE OF THESE TERMS AND CONDITIONS SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURTS WITHIN THE JURISDICTION OF THE PARIS COURT OF APPEAL, EVEN IN THE EVENT OF A THIRD-PARTY CLAIM OR MULTIPLE DEFENDANTS.

To be legally valid, all documents and proceedings must be addressed to the elected domicile.