

These Terms and Conditions of Sale and Use (hereinafter referred to as the "Terms and Conditions of Sale and Use") cover ("you", the "Customer") your use of and access to our visual management and digital signage SaaS software solution, applications, APIs, and related services, (hereinafter collectively referred to as the "Services"), whether you are a person acting on your own behalf or a person acting on behalf of a company or organization.

GENERAL TERMS AND CONDITIONS

1. Execution of the services

1.1 Pingflow shall perform its services in a professional manner in accordance with the terms of the proposal.

1.2 The customer undertakes to provide Pingflow as soon as possible with all the information and documentation necessary for the proper execution of its intervention. The customer shall ensure that Pingflow's employees have access to the information required to perform their services.

1.3 Any change in the information or documentation provided by the customer that could significantly influence the proper execution of the services to which Pingflow has committed itself must be communicated to Pingflow without delay.

Pingflow will correct any error in the execution of its services that is due to its own fault, within a reasonable time and at its own expense, provided that the customer has notified Pingflow of the said error no later than 6 months after the delivery of the services (excluding products).

2. Safety, Health and Environment (SHE)

2.1 The Client shall inform Pingflow of any potential or actual safety, health and environmental risks that may arise during the performance of the services by Pingflow's representatives. The customer shall inform Pingflow of all safety measures required prior to and during the execution of the work.

2.2 When Pingflow intervenes on a customer's site, the latter undertakes to provide all safety measures guaranteeing a safe working environment, in

accordance with French legislation. If this is not the case, Pingflow is entitled to interrupt its services.

3. Rates and payment

3.1 The Client undertakes to pay Pingflow the agreed price for the services to be performed by Pingflow under the contract and the special clauses.

The prices of all Services, including the Service subscription fees, are fixed for one year. Pingflow reserves the right to change its prices at any time without notice.

3.2 Payment of the price will be made to the Pingflow bank account specified on the invoice, unless otherwise agreed by the parties.

3.3 The prices indicated by Pingflow in the contract are stated in Euros and exclusive of tax. They do not include VAT or any locally applicable business tax. You are responsible for any applicable taxes, bank commissions, transfer fees, or any surcharges and extortion imposed on or in connection with our Services.

3.4 The terms of payment for licenses, add-ons and specific adaptations in France are: 50% payment at the time of order, 50% upon delivery. The payment of the price will be made within 30 days following the reception of the invoice by the customer. A lump sum for collection costs will be charged if payment is made after the due date: 40 euros (Art D441-5 of the Commercial Code)

3.5 The consumption of remote functional assistance time is calculated by a time counter that starts at the beginning of the session and ends at the end of the session. The written summary of the consumption and remaining time on your functional assistance counter can be provided upon request to the sales or project department.

3.6 You must notify us in writing if you dispute any portion of any such fees paid or payable by you hereunder. You must provide us with such written notice within sixty (60) days of the date of the applicable charge and we will work with you to promptly resolve such dispute. If you do not provide us with the written notice of dispute of your charges within this time period, you will no longer be entitled to dispute any charges paid or payable by you.

4. Human Resource

4.1 Pingflow has qualified personnel to perform its services. Pingflow may replace its personnel as long as the replacement personnel has equivalent qualifications to the personnel replaced.

4.2 The Customer undertakes not to hire an employee of Pingflow who has been involved in the performance of the contract. The Customer also undertakes not to use the services of a former Pingflow employee, in any capacity whatsoever, directly or indirectly, for a period of 6 months following the date of his last intervention on behalf of Pingflow.

If the customer does not comply with this obligation, he/she will have to pay Pingflow a contractual indemnity equal to the price of 4 months of full time services of the Pingflow employee concerned.

5. Licenses and access to the software solution

5.1 Paid services

Pingflow offers paid services that allow the use of the Service. Users of the Service will have different features and access depending on the plan they choose. If your service fees are not paid in a timely manner, we reserve the right to deny access to your account or downgrade your account, which may result in loss of data and/or functionality.

All sales are final for the period of the license purchased.

5.2 Definition of solution terms

see Terms and Conditions of Use

5.3 Demotion

Subscriptions may be downgraded to other subscriptions, provided that the current subscription plan does not exceed the usage limits or features available only to that plan. Subscriptions that do not meet the requirements of the target plan will retain their current plan. Pingflow is not responsible for ensuring that the requirements are met prior to downgrading the subscription. Downgrades must be changed before the end of the billing cycle and will be effective at that time. Loss of data and functionality may occur when downgrading a subscription, therefore, use

caution before downgrading. Some subscription plans cannot be downgraded; they can only be cancelled.

5.4 Moving upmarket

Adding options and upgrades that result in a price increase are immediately effective and billed to your company. Not all subscription plans can be upgraded or changed.

6. Modification or additional service

6.1 The Customer may request Pingflow to perform modifications or additional services.

6.2 The customer must formulate its request in writing, specifying its purpose and, if applicable, the delivery date, in addition to the price. In the absence of a prior agreement between the parties on these conditions, Pingflow will not perform this service.

7. Termination

7.1 Either party may terminate the Agreement by giving 30 days' notice. The starting point of this notice period is the date of receipt by the other party of the letter of termination.

7.2 In the event of termination of the Agreement, the Customer shall reimburse Pingflow for the full value of the work performed up to the date of termination, together with all costs and expenses reasonably incurred by Pingflow in connection with the performance of the Agreement.

7.3 Either party may terminate the contract in writing and without notice if the other party is in a state of bankruptcy or in judicial or amicable liquidation proceedings, or if the other party fails to perform its contractual obligations.

7.4 Pingflow may terminate the Agreement to the detriment of the Customer if the Customer fails to provide the information required in Section 1 in accordance with the terms of Section 1.

We also reserve the right to suspend or cancel the Services at any time, at our discretion, and without prior notice if you fail to comply with the Terms and Conditions of Use, or if you use the Services in a manner that may result in legal liability, disrupt the Services, or disrupt the use of the Services by others.

8. Distribution "Table" Powered by Baserow

Pingflow is an official partner of Baserow (value added reseller agreement dated 01/01/2023) and is authorized to integrate and distribute the Baserow solution under the name "TABLE".

BASEROW B.V., is a private limited liability company organized and existing under the laws of the Netherlands, with its registered office at Koning Davidstraat 93, 1502 NX, Zaandam, registered under Chamber of Commerce No. 81129254. BASEROW owns all intellectual property rights and all other rights, titles and interests in the Baserow solution. The Baserow Software is partly based on an "open source" software. All the content residing in the "docs/" directory of this repository is licensed under the "Creative Commons: CC BY-SA 4.0" license. It is available under the "MIT Expat" license as follows: Copyright (c) 2019-present Baserow B.V.. Permission is granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including, without limitation, the rights to use, copy, modify, merge, publish, distribute, sublicense and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following condition: The above copyright notice and this permission notice must be included in all copies or substantial portions of the Software. BASEROW grants PINGFLOW a non-exclusive, worldwide, revocable license to sublicense the Baserow solution as set forth in the Agreement. Baserow is a publisher of an open-source no-code database solution, allowing its customers to create a structured database with different types of views and to work collaboratively on it.

and integrate it with PINGVIEW to feed structured data sources to the PINGVIEW wallboards.

The "TABLE" Powered by Baserow solution is self-hosted in the Pingflow cloud.

Table users are subject to Baserow's [Terms of Service](#). Data management is specified in our Terms of Service and Privacy Policy.

The "table" solution powered by Baserow provided as part of the "Enterprise plan" subscription to the customer is licensed and not sold. Paid users (builder and editor roles) and free users (viewer

and commentator roles) allow access to the platform (see price list)

9. Material distribution (France only)

Warranty

In addition to the legal warranty against hidden defects resulting from Articles 1641 et seq. of the French Civil Code, the products sold by Pingflow benefit from a manufacturer's warranty, exclusive of any other warranty, in particular that of results in terms of satisfying the customer's specific needs. If our liability is retained as a result of the non-execution or poor execution of our contract, the total amount of compensation may not, by express agreement, exceed an amount equal to the price of the goods that caused the damage.

Returns

Any complaint for nonconformity or missing product at the delivery will have to be imperatively meant to us in the 48H following the emargement of the delivery order by registered letter AR. After this period, the claim will not be taken into consideration and the sole responsibility of the customer will be fully engaged.

10. Intellectual property Rights

Pingflow owns the intellectual property rights for all copyrightable components of its Services, including but not limited to the name of the Service, artwork and user interface elements contained in the Service, features and associated documentation.

Pingflow holds the distribution rights as a value added reseller for the "Table" solution powered by Baserow (see paragraph 9.).

Pingflow does not claim any intellectual property rights in the content you upload or provide to the Service.

The customer owns the deliverables provided by Pingflow under the contract. Pingflow retains a free right to use these deliverables.

You may not copy, modify, adapt, reproduce, distribute, reverse engineer, decompile or disassemble any aspect of the Service.

Pingflow retains ownership of all written materials, including photographs, diagrams, models and

computer programs developed in the performance of the Agreement, which are not deliverables.

Each party retains its pre-existing intellectual property rights.

11. Liability and Indemnification

The Customer shall indemnify and hold Pingflow harmless from any loss, expense or liability that may arise as a result of the Customer's failure to comply with its obligations under these Terms and Conditions and the General Terms and Conditions of Use.

Each party shall indemnify the other against all losses, claims and liabilities arising out of the performance of the engagement in the event of:

- a) death or personal injury to any of its employees, representatives or subcontractors
- (b) loss of or damage to its property or that of its employees, agents or subcontractors,
- (c) all costs, losses or damages, direct or indirect, resulting therefrom.

In no event shall Pingflow be liable to the Customer for lost profits or revenues or for indirect, incidental, exemplary, special, punitive or consequential damages of any kind or nature and regardless of the form or cause of action, even if such damages are foreseeable or if any party has been advised of the possibility of such damages. Notwithstanding anything to the contrary in this Agreement, in no event shall pingflow's liability for all incidents arising out of or relating to this Agreement exceed in the aggregate the Subscription Fees paid by Customer hereunder during the twelve (12) month period immediately preceding the date of the claim (or the average of the monthly fees paid if such period is less than twelve (12) months), regardless of the form of action or theory of liability.

Should either party become aware of an accident that may result in a claim under the above indemnities, it shall immediately notify the other party.

12. Insurance

Each party undertakes to take out liability insurance to cover the risks it incurs in the performance of the contract.

13. Force majeure

The responsibility of one of the parts could not be committed if the non-fulfilment of its obligation is due to a case of force majeure, i.e. an irresistible, unforeseeable event, in particular, an act of war, a natural disaster, a fire, an explosion or a strike
The party affected by such event shall promptly notify the other party in writing, specifying the estimated duration of such event.

14. Applicable Legislation

In the event of a dispute relating to the interpretation, performance or supply of any obligation under this agreement and in the absence of an amicable agreement between Pingflow and its customer, the dispute shall be submitted to the Lille Metropole court. This agreement is governed by French law.

Contact

For any questions or requests, please contact us by e-mail at: contact@pingflow.fr

Legal information

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SIRET : 792 600 009 00031 -
Code APE: 6202A
RCS Lille Métropole - France
N° TVA Intracom : FR45 792 600 009

TERMS AND CONDITIONS OF USE

1. Update

Pingflow reserves the right to update and modify the Terms of Service at any time without notice. All new features that expand or enhance the Service, including the release of new tools and resources, are subject to the Terms of Service. Your continued use of the Service following any such change constitutes your consent to such change.

The Terms of Service set forth the entire agreement between you and Pingflow with respect to the Service, and supersede all prior agreements between you and Pingflow (including, without limitation, prior versions of the Terms of Service).

2. Service

Use of any of our Services constitutes acceptance by you and/or your affiliated organization of the terms of this Agreement. You are only authorized to use our Services if you have the right and authority to do so on behalf of your organization.

Our Services are designed to allow :

- (i) store data that you have chosen to transfer in our databases and on our servers
- (ii) connect data sources from your internal and external information systems and the ability to add processing to them,
- (iii) create display and visual management screens from the data provided and
- (iiii) publish these screens to display points defined in the solution

Pingflow is not responsible for the purchase or use of data provided by third parties, the use of data published to users or decisions or analyses made on the basis of such data, nor for the inaccuracy of data and calculations made using our platform. Our Services include features that allow connection to third party data, websites, applications and Services. Pingflow is not responsible for the use of products provided by third parties and is not affiliated with any third party.

Our Services allow the addition of external files such as documents and media (image, video, sound, etc.). You are solely responsible for the selection and use of such files and are required to comply with and remain in compliance with all copyright and intellectual property laws. In case of infringement, you remain solely responsible.

Our Services allow the connection to existing data and processing of that data. Pingflow cannot be held responsible for any loss of data and should not be considered or used as a backup solution for data.

Our Services include the use of external applications. Pingflow grants you a limited, non-exclusive, non-transferable and revocable license to use these applications with our Services. These applications are our intellectual property and you may not reverse engineer, decompile or analyze the use of these applications.

Our Services include the publication of posting points but should not be used for sending unsolicited messages ("spam") or for publishing illegal content or content that is not suitable for publication.

You acknowledge that you understand that Pingflow uses third party vendors and hosting partners to provide the hardware, software, information, storage and related technology necessary to run the Service.

Pingflow is an official partner of Baserow (value added reseller agreement of 01/01/2023) and is authorized to integrate and distribute the Baserow solution under the name "TABLE". (see article 9 of the General Sales Conditions).

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3. Terms of reference

"Wallboard":

A wallboard is a container using datasources, conditions and widgets to be displayed via display points. Each wallboard (presentation) can contain several slides, like a PowerPoint (within the recommended usage limit of **20** slides)

"Permanent display point":

The permanent display points represent all the screens available at the same time.

(1 permanent display point = 1 unique URL (link)).

Each URL can contain one or more presentations and be displayed on one display point. It is possible to define scrolling times between each presentation. It is also possible to create schedules.

"Temporary display point":

The temporary display point can be subject to authentication (e.g. SSO) and requires a reconnection after 10 minutes (to free the token in case of inactivity)

"Datasource:

The data sources represent the different data sources that feed a wallboard. They can be linked to feeds (.csv / .xml / .json), to Excel files or to processing on the sources (aggregation, calculations, filters, etc.). Each declared source can be used in several different wallboards (and counted as a single source).

"User:

Users are the people who have access to the PingView solution to design wallboards and/or connect data and/or manage the distribution of wallboards. Several types of access can be configured by the administrators.

Storage

The storage allows you to import media (photos, videos, sounds, PDF files, Excel) into PingView to be used directly in the wallboards. The standard storage limit is 2GB. Beyond that, a flat fee of 100€ /Go/year will be applied.

Global variable

The objective of the variables is to industrialize the creation of wallboards to facilitate a volume deployment (scale) while limiting the specific aspect.

Pingpaas

PingPaaS is a communication portal that allows you to transfer your local data as SaaS into PingView.

Pingplay

The Pingplay solution is a complementary platform to Pingview for the remote management and administration of the screen park.

" Table" powered by Baserow

BASEROW is a publisher of an open-source no-code database solution, allowing its customers to create a structured database with different types of views and to work collaboratively on it.

In this context, PINGFLOW is an official partner of Baserow and is authorized to integrate and distribute the BASEROW solution in white label under the name "TABLE" and to integrate it with PINGVIEW to feed structured data sources to the PINGVIEW wallboards.

The "TABLE" Powered by Baserow solution is self-hosted in the Pingflow cloud.

Baserow [Terms of Service](#)

4. Customer's Systems

Customer shall be responsible for the provisioning and management of all telecommunications lines, Internet connections or other facilities, software, hardware, mobile devices or equipment necessary for the use of the Software Services ("Customer Systems"). Customer shall, at its expense, acquire, install and maintain Customer Systems in accordance with the recommended technical requirements for the Software Services as further described in Pingflow's Acceptable Use Policy.

Desktop web application - Supported web browsers:

- Google Chrome The last two (2) major versions
- Mozilla Firefox The last two (2) major versions
- Microsoft Edge The last two (2) major versions

Pingflow strongly recommends using a device with a desktop browser for factory screens or equipping them with the Pingbox.

URL white listing

The following URLs must be white listed to ensure that Pingflow works properly:

- *.pingview.io
- *.pingflow.io
- *.pingflow.fr ...

Please note that all network communications are done via HTTPS and WebSocket protocol on port 443. Pingflow also uses CloudFront as a CDN, so it is impossible to use IP-based filtering to ensure access, since the amount of different IPs is very large

5. Acceptable Use of the Service

You agree not to abuse our Services and applications.

You agree not to resell, copy, reproduce, or exploit any portion of the Service without the express written permission of Pingflow.

he following activities are not permitted and are grounds for immediate revocation of access without monetary compensation or prior notice:

a. Attempt to test or penetrate any of our servers, databases or application code;

- b. Remove or bypass security features, processes, and authentication logic;
- c. Disrupt the operation of any or all of our hosted servers through frequent and repeated access to any or all ports;
- d. Access or modify the application code, either on the server or client side;
- e. Impersonate other users without their authorization, or access any area of the Platform to which access is prohibited or restricted;
- f. Use our Services to distribute applications containing viruses, spam, malware or;
- g. Use our posting features for illegal purposes, including the distribution of fraudulent, deceptive, infringing, copyright infringing, pornographic, or content that incites violence, religious, ethnic, or racial hatred, or any other inappropriate content or information;

6. Commitment to availability and performance

In terms of Cloud hosting, Europe zone (France), our commitments cover :

- Availability rate: 99% (outside the authorized maintenance range)
- GTI (Guaranteed Intervention Time): 4H during working hours
- GTR (Guaranteed Recovery Time): 6H during working hours

GTI and GTR can also cover on-call duty if provided for in the contract.

Opening hours : 9H-17H Monday-Friday except holidays and closing period

Backups: daily over 10 days

Support : according to the time credit remaining - otherwise invoicing according to the tariff presented in the general sales conditions

Ticket : if you subscribe to a support offer, tickets are taken into account within 48 hours.

The performance commitments of the solution are framed by the respect of the conditions of use.

Refreshing the datasources in less than 10 seconds can cause performance latencies in the solution depending on the external services used.

The global variable is defined by the user and can only receive a specific content for a single use. A wallboard can contain up to 50 slides.

The platform plans to keep a manual export of the user's wallboard in .pingview format

A web page "[status](#)" allows to visualize in real time the activity of the platform, the incidents and the planned maintenances.

7 . Database no-code Table by Baserow

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Hosting of Customer Data: Customer data will be hosted in accordance with Pingflow's privacy policy.

Security of the Customer's data:

Pingflow will maintain for the duration of the term technical and organizational measures to ensure the security and safeguarding of the Customer's data, including protection against unauthorized or unlawful processing and against accidental or unlawful destruction, loss or alteration in accordance with Pingflow's security policy.

8. Termination of service

The following provisions of this Agreement shall survive termination of the Agreement regardless of the reason for termination:

- a. The above items;
- b. Payment obligations of customers incurred prior to the termination; and
- c. any other provision of this Agreement that must continue in order to fulfill its essential function.

Your failure to comply with the Terms and Conditions of Sale and Use, or your misuse of the Services, may result in legal liability, disruption of the Services or disruption of the use of the Services by others.

We reserve the right - in our sole discretion - to allow or deny you to sign up for our services, renew your subscription, change your subscription plan or use our Services.

9. Warranty and Limitation of Liability

The Services are provided on an "as is" and "as available" basis. Limitations on capacity and/or

functionality may change at any time without notice. Pingflow makes no express or implied warranties of any kind, including, without limitation, warranties of merchantability or fitness for a particular purpose. No communication between the Customer and Pingflow, whether written or oral, shall be deemed a warranty or in any way modify or limit any disclaimer of warranty or limitation of liability set forth in this Section or elsewhere in this Agreement. In no event shall Pingflow be liable for any lost profits or other indirect, special, exemplary, incidental or consequential damages or compensation or insurance costs arising out of or in connection with this Agreement or the use of or inability to use the Service.

Pingflow's liability for damages, losses or causes of action, whether in contract or tort, jointly or severally, shall in no event exceed the total amount paid by the Customer to Pingflow in the twelve (12) months prior to the injury or damage claimed. (See General Terms and Conditions of Sale 11.)

Pingflow shall not be liable for any claim or loss resulting from breaches of security, exposure of sensitive or private data (except to the extent that applicable law prohibits the limitation of such liability), or loss of data or loss of access to data.

Pingflow is not responsible for the accuracy, truthfulness, or validity of any data entered by the Customer or provided by the Service. Pingflow shall not be liable for interruptions to the Service or delays in the transmission of the Service caused by acts of God, acts of terrorism, fire, water damage, riots, government actions, actions or omissions of any Internet backbone provider(s), or any other cause beyond Pingflow's control.

The Customer's sole and exclusive remedy, if dissatisfied with the Service or with Pingflow's terms, conditions, rules, policies, guidelines or practices is to discontinue using the Service.

Customer acknowledges and agrees that Pingflow has set its prices and entered into this Agreement in reliance on the limitations and exclusions of liability and disclaimers of warranty set forth in this section and elsewhere in this Agreement (collectively, the "Limitations"), and that the Limitations form an essential basis of the transaction between Pingflow and Customer. The Limitations survive and remain in effect even if Customer's remedy under this Agreement fails to meet its essential purpose.

10. Personal Data Processing and Privacy Policy

See Pingflow's Privacy Policy / DPA

Contact

For any questions, requests or complaints, please contact us by e-mail at: contact@Pingflow.fr

Legal information

Pingflow SAS

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