



GENERAL TERMS AND CONDITIONS OF LICENCE, MAINTENANCE AND SETUP OF UPSLIDE

September 1st 2026

PREAMBLE

The “Editor” refers to UpSlide SAS, a simplified joint-stock company with a capital stock of 137,662.04 euros registered under the number 791 925 753 at the *Registre du Commerce et des Sociétés* of Paris (registered office located at 20, avenue de l’ Opéra, 75001 – Paris, France), or one of its Affiliates as defined hereinafter.

The “Licensee” refers to any legal entity that signed a Quote issued by the Editor.

The Editor developed a software application named “UpSlide”, integrated to Microsoft Office Suite for which it provides enhancements and additional features.

A signed Quote for the use of UpSlide (sent by e-mail or signed electronically) implies an unreserved acceptance of these *General Terms and Conditions of Licence, Maintenance and Setup of UpSlide*, which aim at governing the contracts agreed between the Editor and the Licensee.

1. DEFINITIONS

Hereunder,

- “Affiliate” means any legal entity which directly or indirectly controls, is controlled by, or is under common control with the Editor. For purposes of this definition, “control” means the direct or indirect ownership of over 50% of shares or stock, along with the voting shares of said legal entity.
- “Agreement” means the following General Terms and Conditions of Licence, Maintenance and Setup of UpSlide as well as the Quote, both signed or agreed to by the Licensee.
- “Licence Fee” means the annual licence fee the Licensee owes when the Licensee is granted a licence for UpSlide and benefits from Maintenance services.
- “Licence Start Date” means the date when the licence rights are granted to the Users and when the Maintenance services start.
- “List Price” means the Editor’s then applicable standard list price for Software and services.
- “Maintenance” means the maintenance services the Editor provides as stipulated in Article 6.
- “Malfunction” means any replicable incident, error or operating defect directly caused by UpSlide, which also prevents the normal use of all or part of the Software.
- “Options” means the additional features or functional modules of UpSlide to which the Licensee can subscribe in addition to the standard features of UpSlide.
- “Patch” means any patch or bug fix the Editor delivers.
- “Quote” means the document listing the financial conditions of the Agreement approved or signed by the Licensee.
- “Renewal Date” means any anniversary date of the Licence Start Date, on which Licence and Maintenance services renew.
- “Setup” means the integration of the Licensee’s visual identity and contents (Word, Excel and PowerPoint) into UpSlide.
- “Signing Date” means the date when the Licensee signs the Agreement.
- “Software” means the initial version of UpSlide the Editor delivered to the Licensee, which is updated with Patches and new versions the Editor provides in consideration of the Maintenance and updates as stipulated in Article 6.

- “Source Code” means the textual, human readable form of UpSlide, including, amongst others, written comments and programmer documentation, which are intended for direct execution through interpretation.
- “Specific Conditions” means the optional proposal of specific conditions attached to the Quote signed by the Licensee.
- “User” means any member of the Licensee’s staff (including internal sub-contractors) who has authorized access to UpSlide through a Licence purchased by the Licensee during the term of this agreement.
- “MCP Server” means the interface server developed and hosted by the Editor (at the URL <https://api.upslide.net/ai> or any successor endpoint communicated through the Documentation) enabling a Third-Party AI Agent to invoke certain functionalities of the Software through the Model Context Protocol, in accordance with the modalities and restrictions described in the Documentation. The MCP Server acts exclusively as a command relay, with no long-term persistence of the Licensee's business data.
- “Third-Party AI Agent” means any industry-standard assistant, agent or system based on a large language model (LLM) or generative artificial intelligence provided by a third party and compatible with the Model Context Protocol open standard (notably, without limitation, Anthropic Claude and Microsoft Copilot), under a direct license between the Licensee (or the User) and the relevant third-party provider, independently of the Editor.
- “MCP Invocation” means any request addressed to the MCP Server by a Third-Party AI Agent operated or used by a User, with a view to executing one or more functionalities of the Software.

2. LICENCE RIGHTS

2.1. Grant of rights

The Editor grants the Licensee a non-exclusive and non-transferable Licence of UpSlide, starting on the Licence Start Date, which is exclusively set up according to the Licensee’s needs. It is granted for an initial period stipulated in the Specific Conditions or the Quote, for the Licensee’s internal use, with a set number of Users, and will end upon termination of this Agreement.

2.2. Other Licence conditions

The Licensee shall not modify, adapt, translate, decompile, reverse engineer, disassemble or otherwise attempt to derive UpSlide Source Code.

2.3. Intellectual property

The Editor retains all intellectual property rights and titles on UpSlide as well as on their methods and procedural knowledge. The Licensee agrees to take all necessary measures towards its staff or any external person having access to UpSlide to ensure the compliance with the Editor’s property rights on the Software.

3. DELIVERY OF THE SOFTWARE

3.1. Installation

UpSlide is delivered to the Licensee as an executable file (“.exe” or “.msi”). Unless otherwise stated in the Quote, the Licensee is in charge and responsible for UpSlide rollout.

3.2. IT environment

Upon signature of this Agreement, UpSlide works with Windows 10 and 11 for Microsoft Office 2021 (until the end of the official support in October 2026), Microsoft Office 2024, and Microsoft 365. The Editor reserves the right to terminate support of Microsoft Windows and Office versions, by giving a six-month notice to the Licensee.

The operating system and version of Microsoft Office for which UpSlide is initially shipped to the Licensee is described in the Quote.

Article 6 herein describes the provisions regarding the evolution of the IT environment of the Licensee.

More information is available online at UpSlide’s Help Center: <https://www.upslide.com/support>

3.3. UpSlide activation and auto-update

UpSlide is activated when Microsoft Office applications are first launched after it has been setup. It operates through an activation-key system that the Editor provides only once to each User, identified by their e-mail address and their computer login, and is subject to auto-update.

More information is available online at UpSlide's Help Center: <https://www.upslide.com/support>

4. UPSLIDE DIFFUSION TO THIRD PARTIES

The Licensee may not copy, reproduce, use nor allow access to UpSlide, its installation file, or its activation keys to any third party external to the Licensee without the Editor's prior consent.

For the avoidance of doubt, the use of the Software by a User via an MCP Invocation issued by a Third-Party AI Agent operated or used by such User does not constitute a copy, a reproduction, a distribution, a diffusion or third-party access within the meaning of this Article, subject to compliance with the provisions of Article 7.9. In this respect, the MCP Server does not directly access the Licensee's documents nor information systems, the execution of actions remaining locally mediated by the Desktop Add-in module installed on the User's machine.

5. SETUP

5.1. Setup conduct

The Setup services scope and cost are stated in the Quote. The Setup process is the following:

- The Licensee provides the Editor with all the elements and details for the Setup;
- The Editor sends the Licensee a reference document summarizing the Setup proposal, for validation by the Licensee;
- The Editor performs the Setup based on the reference document and provides the Licensee with an installation file of the new version of UpSlide including the Setup.

5.2. Request for Setup adjustments

If the Licensee requests Setup adjustments:

- Either the requests correspond to the integration of elements the Editor forgot; then, the Editor proceeds to a new Setup taking into account those elements without any additional charges;
- Or it is an additional request; then, the Editor charges the modifications at the List Price.

6. MAINTENANCE AND UPDATES

In consideration of the Licensee's payment of the Licence Fee, the Editor will provide Maintenance services to the Licensee.

6.1. Maintenance

6.1.1. Definition

Maintenance consists of verification, analysis and correction, or else of provision of workaround solutions for Malfunctions affecting the Software, including the provision of Patches. Maintenance services will be provided for the Software when the auto-update feature is activated.

Maintenance is provided on a reasonable best efforts basis, and the Editor does not warrant that all Malfunctions will be corrected.

6.1.2. Exclusions

Maintenance does not include errors or Malfunctions caused by:

- the modification or alteration of UpSlide Source Code, or of any computer file created or pasted on a User's computer during the installation or update of UpSlide;

- any attempt in this area undertaken by persons other than the Editor;

Any service the Editor provides the Licensee with, in order to manage Malfunctions caused by the above-mentioned events, will be charged at the Editor's List Price.

6.1.3. Practical details

The Licensee must submit sufficient material and information to enable the Editor to replicate the Malfunction on the support website <https://www.upslide.com/support> available through the UpSlide interface. The Editor will keep the Licensee informed of the progress in the Malfunction management.

The Licensee shall pay the Editor any intervention on-site, in accordance with the List Price and depending on the time spent.

6.2. Software updates

After the Installation, Software updates to the Software from the Editor shall primarily be delivered to the Licensee and its Users via auto-update. The Licensee shall enable the technical means to allow communication between the Software and the Editor's servers to allow such auto-updates and statistics communication (including but not limited to adding them to firewall whitelists)

The Licensee may request customization or Setup services excluded from the Maintenance services, such as UpSlide modification, subsequent to the evolution of the Licensee's computer environment (e.g. change of operating system, migration to a new version of Microsoft Office, etc.).

The implementation of these additional services is charged based on the time spent, in accordance with the List Price.

7. ARTIFICIAL INTELLIGENCE

7.1. Definition and scope

The Editor may offer certain artificial intelligence-based functionalities (the "AI Features") as optional features of the Software, including but not limited to automated content generation, data analysis and document enhancement.

AI Features qualify as an Option within the meaning of these General Terms and conditions and are not included in the standard Licence unless expressly subscribed to by the Licensee in the applicable Quote.

Editor will not and will not permit any third-party AI provider used by Editor for the provision of the AI Features to use Licensee's inputs (prompts), outputs (completions), embeddings or any other Customer Data processed through the AI Features to develop, train, retrain, fine-tune or improve any artificial intelligence or large language models. This restriction shall not apply to the extent strictly required by applicable law (and, where legally permitted, Editor will provide notice to Licensee).

7.2. AI Usage and Credit-based System

Use of the AI Features is subject to a credit-based usage mechanism (hereinafter "AI Credits"). Each use of an AI feature consumes AI Credits in accordance with the applicable documentation (as defined below).

The applicable Quote includes an initial allocation of AI Credits corresponding to the AI Features subscription fee (hereinafter "Starter Pack Credits"). Licensee may also purchase additional AI Credits through prepaid packages (hereinafter "Credit Packages") in accordance with the methods described in the documentation.

Starter Pack Credits purchased or added mid-way through a Licence Term are pro-rated to align with the remaining Licence Term and the price is adjusted accordingly.

Credit Packages are always applied in full upon purchase, regardless of when purchased during the Licence Term.

All AI Credits (both Starter Pack Credits and Credit Packages) expire on the Licence Renewal Date. Unused AI Credits do not carry over to subsequent Licence Terms and are forfeited without a refund or credit. Upon renewal, new Starter Pack Credits (if any) will be provided as specified in the renewed Quote, and any Credit Packages will renew in full. When the available AI Credits are exhausted, access to the AI Features may be suspended or limited until additional AI Credits are purchased, in accordance with the applicable Quote and documentation.

The Licensee may monitor AI Credit consumption and purchase additional AI Credits through the methods described in the documentation.

7.3. Documentation and External Reference

The allocation of AI Credits, applicable consumption rules, monitoring methods and purchasing options are described in the Editor's technical documentation, available at upslide.com/ai-terms (the "Documentation").

The Documentation forms part of the contractual framework applicable to the AI Features.

The Editor may update the AI Features and/or the Documentation from time to time, including by adding or removing features, models or capabilities.

In the event the Editor makes changes to the AI Features terms or the Documentation that have a material adverse impact on the Licensee's use of the AI Features or the AI Credits purchased under the Agreement (hereinafter "Material changes"), the Editor shall notify the Licensee at least thirty (30) days prior to the effective date of such Material changes.

For the purpose of this clause, Material changes include:

- change of AI model provider or underlying AI model that affects functionality, as compared to the functionality described in the Documentation;
- change of data hosting region from the EU region or from the one specified in the applicable Order Form,
- changes to data privacy or security guarantees set forth in Article 7.5;
- changes to the AI Features that result in the removal of a key feature of the AI Features. For clarity, a key feature is a feature that was explicitly included in the applicable quote or Documentation at the time of purchase.

For the avoidance of doubt, adjustments to the features capabilities or operational parameters described in the Documentation (including AI Credit consumption rates) shall not constitute Material Changes, provided such adjustments do not result in the removal of a key feature of the AI Features. Minor changes (including bug fixes, performance improvements, user interface updates) do not require advance notification.

In case of Material Changes, the Licensee shall have the right to (i) continue using the AI Features under the updated terms and Documentation or (ii) discontinue using the AI Features upon the effective date.

AI Credits are consumable and non-refundable. If the Licensee discontinues the AI Features, the Licensee may continue to use unused AI Credits under the updated terms until exhausted or until the Licence Renewal Date, whichever comes first.

For the avoidance of doubt, this Article 7.3 establishes a specific modification framework for AI Features which prevails over the general modification provision in Article 13. Licensee's termination provisions in Article 7.3 apply only to the AI Features (not the entire Agreement).

7.4. Third-party AI Technologies and Provider flexibility

The AI Features may rely on technologies, models or services provided by third-party AI technologies, including but not limited to OpenAI models.

The Editor reserves the right to modify, replace or add third-party AI providers over time, subject to Article 7.3. For the avoidance of doubt, such changes shall not constitute Material Changes if they do not result in a material degradation of:

- The overall functionality of the AI Features as described in the applicable Quote; or
- The data privacy and security standards applicable to the AI Features as described in Article 7.5 below.

7.5. Data Privacy and Security

7.5.1. Data Privacy and Security

For the processing of personal data through AI Features:

- the Licensee acts as a data controller (or processor, depending on Licensee's relationship with the data subjects) and determines the purposes and means of processing when using AI Features;
- the Editor acts as data processor on behalf of the Licensee and processes personal data in accordance with Licensee's documented instructions.

AI Features process Licensee data in accordance with:

- the Data Processing Agreement (DPA) (Appendix A) attached to or incorporated in Article 12 of these general terms and conditions which governs the parties' respective obligations under applicable data protection laws (including GDPR Article 28);
- the Editor's Privacy policy applicable to the Licensee's UpSlide subscription.

All obligations set forth in the DPA apply to the processing of personal data through AI Features, including but not limited to:

- Editor's obligation to process personal data only on documented instructions from Licensee;
- Security measures and confidentiality obligations;
- Assistance with data subject rights requests and data protection impact assessments;
- Notification of personal data breaches,
- Use of sub-processors (including Microsoft Foundry as set forth below);
- Data deletion or return upon termination.

For any questions or requests related to data protection and AI Features, Licensee may contact Editor's Data Protection Officer (DPO) or designated data protection contact at: support@upslide.com.

In addition to the sub-processors listed in the DPA, Licensee acknowledges and consents that Editor will use Microsoft Foundry as a sub-processor for the provision of AI Features. This constitutes Licensee's authorization for the use of this sub-processor as required under the DPA.

7.5.2. Microsoft Foundry Guarantees

For AI Features powered by Microsoft Foundry, the following guarantees apply:

- All data is processed within a dedicated Microsoft Foundry environment accessible only to the Licensee and Editor's authorized personnel for the provision of the AI Features;
- Licensee's inputs (prompts), outputs (completions), embeddings and training data are NOT available to other customers, are NOT available to Microsoft or third-party providers for model training and are NOT used to train, retrain or improve any AI models;
- Data is transmitted via encrypted channels and deleted immediately after processing;
- Editor uses Microsoft Foundry as the underlying AI infrastructure, which operates within the Microsoft environment, in EU region except as described otherwise in the applicable Quote/Order Form;
- Alternative hosting regions may be requested by Licensee, subject to Editor's approval and additional recurring fees as specified in the Quote. Such fees are subject to the same pricing adjustment mechanisms as AI Credits under Article 7.8.

Further details regarding data privacy and security are available in the Documentation.

7.6. AI Limitation and Disclaimers

7.6.1. "As is" provision

AI-generated outputs are provided on an "as is" basis.

The Editor does not warrant that AI-generated content is accurate, complete, error-free or suitable for any specific use. AI Features may produce unexpected, biased or incorrect results.

7.6.2. Licensee Responsibilities

The Licensee remains solely responsible for:

- Reviewing and validating all AI-generated outputs before use;
- The content, legality, and appropriateness of all data, prompts and materials submitted to the AI features (including but not limited to confidential information, personal data, proprietary information or any content that may violate third-party rights or applicable laws).
- Ensuring AI-generated content complies with applicable laws and regulations; and
- Any decision made or actions taken based on AI-generated outputs.

The Editor is not responsible for and has no obligation to monitor or review, the content of Licensee's inputs or the use Licensee makes of AI-generated outputs, except as required by applicable law or the General Terms and Conditions.

7.7. Maintenance and liability

7.7.1. General limitation

AI Features are subject to the same maintenance obligations, best efforts undertakings and liability limitations as those applicable to the Software under these General Terms and Conditions, save as expressly provided otherwise in the applicable Quote.

7.7.2. Specific Cap for AI Features

Without limiting the generality of the foregoing, the Editor's total liability for claims arising from or related to the AI Features shall not exceed the amount paid by the Licensee for AI Credits in the twelve (12) months preceding the claim.

7.8. Pricing adjustment for AI Credits and Features

AI Features and AI Credits are billed based on the pricing set out in the applicable Quote and/or Order Form.

UpSlide may update the pricing applicable to AI Credits, AI Features and/or any AI Credit top-up packages from time to time. Any updated pricing will apply only to (i) renewals and/or (ii) any new purchases of AI Credits (including top-ups) or AI Features made after the effective date of the updated pricing.

7.9. MCP Server

7.9.1. Definition and scope

The Editor may offer an MCP Server as a complementary access mode to the Software, enabling Third-Party AI Agents to invoke certain functionalities of the Software on behalf of a User. The MCP Server may be included with the Software or offered as an Option subject to the applicable Quote; where it is made available during an early-access phase, Article 7.9.5 applies.

Access to the MCP Server is strictly reserved to Users holding an active licence under the Agreement and, where applicable, is subject to the Editor's prior approval of the Licensee's infrastructure. Each MCP Invocation is deemed (i) issued under the User's responsibility – whether initiated manually by the User or generated autonomously by the Third-Party AI Agent operated by the User – and (ii) attributable to the Licensee under the Agreement.

7.9.2. Independence from Third-Party AI Agent providers

Third-Party AI Agents used by the Licensee or its Users to invoke the MCP Server are provided under the sole responsibility of their respective providers and under the contractual conditions directly binding the Licensee (or User) to such providers. The Editor is not a party to any such agreement and has no visibility or control over the models, parameters, processing or data flows operated by the Third-Party AI Agent. In particular, the Editor is not responsible for: the processing by the Third-Party AI Agent of prompts issued by the User; the content transmitted by the Third-Party AI Agent via the MCP Invocation; the processing by the Third-Party AI Agent of content returned by the MCP Server; any retention, logging, reuse or training operated by the Third-Party AI Agent provider.

For the avoidance of doubt:

- consistent with the qualification of the MCP Server as a command relay (Article 1), the MCP Server, in itself, does not constitute an AI Feature within the meaning of Article 7 of the General Terms; accordingly, the Microsoft Foundry warranties set forth at Article 7.5.2 of the General Terms do not apply to the MCP relay function as such;
- where an MCP Invocation triggers a Software feature qualifying as an AI Feature within the meaning of Article 7 of the General Terms (notably the Consistency Check feature, or any other feature identified as AI-powered in the Documentation), such AI Feature continues to be fully governed by Article 7 of the General Terms, including the Microsoft Foundry warranties (Article 7.5.2) and the AI Credits consumption mechanism (Article 7.2), as if such AI Feature had been invoked manually by the User;

- MCP Invocations addressed exclusively to deterministic Software features (notably formatting, table of contents, link management, library insertions, and any other Software feature not identified as AI-powered in the Documentation) do not, in themselves, consume AI Credits within the meaning of Article 7.2 of the General Terms;
- tokens or compute resources consumed by the Third-Party AI Agent (notably to interpret the User's prompt and to determine which Software features to invoke) are governed exclusively by the Licensee's direct contractual relationship with the relevant Third-Party AI Agent provider, and are neither invoiced under the Agreement nor counted against the Licensee's AI Credits balance.

The categorization of Software features as either deterministic or AI-powered is described in the Documentation and may evolve over time, subject to Article 7.3 of the General Terms (Material Changes).

7.9.3. Usage responsibility and supervision

The Licensee expressly acknowledges that MCP Invocations may be generated in an automated, cascading, looping or autonomous manner by a Third-Party AI Agent, without intermediate human validation for each Invocation.

The Licensee remains solely responsible for: all MCP Invocations initiated through its Users' accounts, whether supervised, semi-automated or fully autonomous; the content, lawfulness, accuracy and appropriateness of data transmitted by the Third-Party AI Agent via MCP Invocations, including confidential information, personal data, sensitive information or any content likely to violate third-party rights or legal/regulatory provisions; the implementation of reasonable supervisory measures over Third-Party AI Agents (notably: action review, stop mechanisms, internal generative AI governance, traceability); any damaging consequence resulting from MCP Invocations, including unintended execution loops, unsolicited actions, file manipulations, automated exports or unexpected behaviors of the Third-Party AI Agent.

For the avoidance of doubt, the Licensee's sole responsibility under this Article 7.9.3 covers damaging consequences attributable to

- the behavior, decisions or outputs of the Third-Party AI Agent operated or used by a User, or
- the content, lawfulness or appropriateness of data transmitted by the Third-Party AI Agent via MCP Invocations.

The Editor remains responsible, under the conditions and limits of Article 9 of the General Terms (as modulated by Article 7.9.7), for damaging consequences attributable to a defect, malfunction or non-conformity of the MCP Server itself or of the Software features invoked, in accordance with the applicable warranties of the General Terms.

The Editor has no obligation to monitor, validate, filter or moderate MCP Invocations a priori. Provision of the MCP Server constitutes a best-efforts undertaking.

7.9.4. Fair use and suspension right

Use of the MCP Server is subject to a principle of fair use, consistent with the technical limits, quotas and best practices described in the Documentation. The Editor reserves the right to suspend access to the MCP Server, in whole or in part, without prior judicial formality, in the event of:

- manifestly abusive, disproportionate or non-Documentation-compliant use, notably anomalously high Invocation volumes, call patterns akin to denial-of-service, or circumvention of technical limitation measures;
- threat to the security, integrity, availability or performance of the Software or of the Editor's infrastructure;
- substantial breach by the Licensee of the Agreement.

Suspension shall be notified to the Licensee as soon as reasonably possible and shall not relieve the Licensee from amounts due under the Agreement. Restoration shall occur after cessation of the suspension cause, without prejudice to the Editor's other rights and remedies.

7.9.5. Early-access phase and evolving conditions

Where the MCP Server is expressly made available in an early-access or experimental phase (as qualified in the Documentation or any applicable communication from the Editor): the MCP Server is provided "as is", with no service-level, availability or continuity commitment; the Maintenance services set forth at Article 6 do not apply to the MCP Server; and the Editor may suspend, modify, restrict or withdraw the MCP Server at any time, without indemnity, provided that, except in the cases of suspension for cause set forth at Article 7.9.4, the Editor shall use reasonable efforts to provide the Licensee with at least seven (7) days' prior written notice (including by email) of any material modification, restriction or withdrawal, where reasonably practicable.

Once the MCP Server is generally available, it forms part of the Software and benefits from the Maintenance services set forth at Article 6, subject to the technical limits and Documentation. Any change to the definitive conditions applicable to the MCP Server is subject to Article 7.3 of the General Terms (Material Changes).

7.9.6. Regulatory compliance and Licensee qualification

The Licensee acknowledges that the use of the MCP Server, in combination with a Third-Party AI Agent operated by it or its Users, may entail its qualification as a deployer of an artificial intelligence system within the meaning of Regulation (EU) 2024/1689 (the “AI Act”), or as a controller or professional user within the meaning of any other applicable regulation. The Licensee shall assume the associated obligations under applicable law, including those set forth at Article 26 of the AI Act where relevant. The Editor remains responsible for its own obligations as developer of the MCP Server under applicable AI regulations. For the avoidance of doubt, upon written request to the Editor’s support team, the Licensee may obtain the MCP Invocation logs concerning its Users, as may be needed to comply with its obligations under Article 26 of the AI Act.

7.9.7. Specific limitation of liability for the MCP Server

Without prejudice to Article 9 (Liability) of the General Terms, the Editor’s total liability for any claim arising out of or related to the MCP Server, all heads of damage combined, is capped:

- where the MCP Server is invoiced as a dedicated Option: at the amount paid by the Licensee for the MCP Server during the twelve (12) months preceding the event giving rise to the claim;
- where the MCP Server is made available free of charge (notably during any early-access phase): the Editor’s liability is excluded to the fullest extent permitted by applicable law, subject to legally non-excludable exceptions (gross negligence, wilful misconduct, bodily injury).

In any event, Article 9.2 (Consequential Damages) of the General Terms remains fully applicable to MCP Invocations and their consequences.

7.9.8. MCP-specific data categories

With respect to data categories that the MCP Server receives via MCP Invocations and that would not, in standard use of a Third-Party AI Agent, be transmitted to the provider of such Agent (notably file metadata, workbook or source names and document structures), the Editor’s obligations under the Agreement, including provisions on Confidentiality (Article 11) and Data Protection (Article 12), apply in full.

8. FEES

8.1. Licence Fee

In consideration of the rights the Editor grants hereunder, and of the Maintenance services the Editor provides, the Licensee shall pay the Editor, annually and in advance, an irrevocable and non-refundable Licence Fee.

The Licence Fee calculation is detailed in the Specific Conditions of the Quote. It depends on the number of Users and the Options chosen by the Licensee.

8.2. Licence & Maintenance Start Date

Unless otherwise stated in the Specific Conditions or the Quote, the Licence and Maintenance Start Date is two (2) months after the Signing Date.

8.3. Number of Users and Options

If the Licensee wishes to be granted additional Licence rights and/or Options then, upon request, the Editor shall increase the number of Users and/or Options in consideration of the Licensee paying an additional Licence Fee. This is calculated based on the number of additional Users and/or Options and pro-rated with the number of calendar days remaining until the next Renewal Date.

If the Licensee wishes to reduce their Licence rights and/or Options, then they have to send a written request to the Editor. This decrease is effective from the next Renewal Date onwards, provided the request has been made at least three (3) months before the Renewal Date. If these conditions are respected, the Licence Fee for the next Maintenance period (one year) is reduced based on the number of Users and/or Options that have been withdrawn.

8.4. Price indexation

Unit prices for User fees and Options are revised on January 1st of each year as described below and apply immediately for additional licences acquired between January 1st and December 31st of the current year.

On each Renewal Date, the amount of the User fee is calculated by applying the unit price defined on January 1st to the number of licences and Options subscribed by the Licensee at that time.

The price indexation is calculated using the greater of the following formulas:

$$P = P0 \times (S / S0)$$

Where:

- *P* means the unit price for the new calendar year;
- *P0* means the unit price for the previous calendar year;
- *S* means the *CPI-U* index of the month of July before the new calendar year;
- *S0* means the *CPI-U* index of the month of July before the previous calendar year.
- *CPI* index is available here: <https://www.bls.gov/cpi/>

or

$$P = P0 \times [(S / S0) + 2\%]$$

Where:

- *P* means the unit price for the new calendar year;
- *P0* means the unit price for the previous calendar year;
- *S* means the *Syntec* index of the month of July before the new calendar year;
- *S0* means the *Syntec* index of the month of July before the previous calendar year.
- *Syntec* index is available here: <https://www.syntec.fr/>

8.5. Setup fees

In consideration of the Setup services the Editor provides hereunder, the Licensee shall pay the Editor irrevocable and non-refundable fees detailed in the Specific Conditions or the Quote.

8.6. Invoicing

8.6.1. Setup fees

Unless otherwise stated in the Specific Conditions or the Quote, Setup fees are entirely invoiced at the Signing Date.

8.6.2. Licence Fee

The first Licence Fee is entirely invoiced at the Signing Date. Then, from the second Licence Fee onwards, the Licence Fee is invoiced two months before each Renewal Date.

Licence Fees are due and payable in advance and include the fees for standard Maintenance services.

If the Licensee increases the number of Users and/or Options on a different date than the Renewal Date, the additional Licence Fee will be invoiced at the time of the order, or at the end of each calendar quarter at the latest.

8.7. Payment terms & purchase order

The invoices are due and payable by the Licensee thirty (30) days from the invoice date, net and without discount. They are subject to the value-added tax (VAT) if applicable and are denominated in Euros or US Dollars, as indicated in the Quote.

Where applicable, the Licensee shall provide the Editor with a complete purchase order (or any similar document used by the Licensee) in order to allow invoicing by the Editor within fourteen (14) days of the Signing Date. If the Editor has not received said document within the aforementioned time period, the Parties expressly agree that the Editor shall be authorized to invoice the Licensee directly, referencing the Quote or the present signed Agreement.

9. LIABILITY

9.1. Liability

The Editor is expressly subjected to provide reasonable best efforts. In no event shall the total liability of the Editor, in the aggregate, exceed the sum of UpSlide Licence Fees or services fees paid or payable for the twelve-month period in which the claim arose.

9.2. Consequential damages

In no event shall the Editor be liable for any indirect damages, or any of the following damages: business interruption, loss of profits, loss of income, loss of data, loss of goodwill, or costs of procurement of substitute goods or services.

This is valid regardless of the theory of liability and form of action under which the aforementioned damages are sought, and whether or not the Editor has been advised of the possibility of such damage.

9.3. Licensee's responsibilities

The Licensee assumes all risks associated with the use of UpSlide. The Licensee agrees to train its staff in the proper use and operation of the Software, and to cooperate with the Editor's staff in the process of provision of solutions to Malfunctions.

10. TERM AND TERMINATION

10.1. Term, renewal and termination

Unless the Licensee terminates this Agreement by virtue of this article, this Agreement will automatically be renewed in successive periods on the Renewal Date, for a term equal to the initial Agreement term stipulated in the Specific Conditions or the Quote. Unless otherwise stated in the Specific Conditions or the Quote, the duration of the Term will be set to one (1) year.

The Licensee may terminate the Agreement, subject to notifying the Editor of such termination at least three (3) months before the Renewal Date.

10.2. Termination in case of Licence Fee payment failure

This Agreement shall terminate if the Licensee fails to make any payment due within thirty (30) days of receiving written formal notice from the Editor that such payment is outstanding. The Editor may terminate the Agreement without any judicial proceeding on written notice to the Licensee at any time following the end of said thirty (30) day period.

Moreover, the Editor reserves the right to suspend the Maintenance should the Licensee not pay the fees stipulated in Article 8.

10.3. Effects of termination

In the event of the termination of the contract for any reason whatsoever, or in case of partial termination (following a partial renewal), the Licensee or one of their Affiliates will perform a complete uninstall operation of the removed Licences.

The Licensee shall immediately pay the Editor all amounts due and outstanding as per the date of said termination or expiration.

11. CONFIDENTIALITY

The expression "Confidential Information" refers to all information identified as confidential in connection with this Agreement, that is disclosed by one of the parties (hereinafter referred to as the "Disclosing Party") to the other (hereinafter referred to as the "Receiving Party"), whether it is conveyed orally or in writing.

The following is considered as the Editor's Confidential Information:

- all information –whatever its form– disclosed by the Editor that relates to UpSlide and is unavailable to the public, including, amongst others, the UpSlide Source Code and the List Price;
- any performance test related to UpSlide;
- all technical, commercial, and trade-secret-related information, including financial data, business or marketing strategies and plans, as well as product development programs.

The Receiving Party shall treat all Confidential Information that the Disclosing Party supplied as confidential.

The Receiving Party will neither use this Confidential Information under circumstances different from those expressly authorized by this Agreement, nor disclose such Confidential Information to a third party without the Disclosing Party's prior written consent.

The Receiving Party shall protect this Confidential Information through nothing less than the same measures it takes to protect its own most Confidential Information from the disclosure and unauthorized use of Confidential Information.

Notwithstanding the provisions in the previous paragraph, restrictions stipulated in this article do not apply to information that:

- was independently developed by the Receiving Party without using Confidential Information from the Disclosing Party;
- is brought to the Receiving Party's attention, unrestrictedly and without violating this Agreement, by a third party entitled to disclose aforesaid information;
- belonged to the public domain at the time it was disclosed, or entered into the public domain through no act or omission from the Receiving Party;
- is legitimately and unrestrictedly known from the Receiving Party at the moment of its disclosure.

Confidential Information may be disclosed pursuant to the orders of a court, public organization, or any other governmental authority. If so, the Receiving Party shall immediately notify the Disclosing Party of such disclosure, and endeavor to limit its impact, or prevent the public disclosure of this information. Neither delay nor failure by the Disclosing Party in exercising any right provided by this Agreement will be construed to be a waiver of that right, nor of the right to assert a claim about any future breach of this Agreement.

These obligations shall last for five (5) years after the termination of this Agreement.

12. DATA PROTECTION ACT

The Editor also has access to the personal data of the Users of the Software for the purposes described in Appendix A herein.

12.1. Obligations of the Editor

The Editor warrants and undertakes that:

- Personal data is collected, processed, and transferred in accordance with applicable laws, including the General Data Protection Regulation of 27 April 2016;
- Relevant information has regularly been addressed to the Users of the Software;
- The Editor requires the consent of the Users when necessary.

The Editor has implemented technical and organizational measures and EU Standard Contractual Clauses so that any third party it authorizes to have access to the personal data (including subcontractors) will respect and maintain the confidentiality and security of the personal data.

The Editor communicates relevant legislation that regulates data protection in the country in which it is established – or the references of this legislation, where relevant, and not including legal advice – to the Licensee upon its written request.

The Editor makes available, upon request, a copy of the clauses to data subjects who are third-party beneficiaries defined as “Users” in the “Definitions” article – unless the clauses contain confidential information, in which case the Editor may remove such information. When information is removed, the Editor shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the Editor shall abide by the decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the Confidential Information removed. The Editor shall also provide a copy of the clauses to the authority where required.

12.2. Obligations of the Licensee

The Licensee warrants and undertakes that the Editor's personal data is collected, processed, and transferred in accordance with applicable law, including the General Data Protection Regulation of 27 April 2016 from its effective date.

12.3. Liability of the parties

Each party shall perform its obligations under these clauses at its own cost.

The parties will inform each other about the exercise of a right to rectify, delete, restrict or object to any data processing, notify each recipient of the data, and proceed to any rectification, deletion, restriction or objection on its own data processing.

The parties agree to respond to enquiries from data subjects and the competent data protection authority concerning processing of the personal data by the Licensee. In this case, the Editor will still respond to the extent reasonably possible and with the information reasonably available if the Licensee is unwilling or unable to respond. Responses will be made within a reasonable time.

The parties will indemnify each other and hold each other harmless from any cost, charge, damages, expense, or loss which they cause each other, as a result of their breach of any of the provisions of this article that would induce the filing of a complaint by a data subject to the competent data protection authority. Indemnification hereunder is contingent upon:

- the party to be indemnified (the "Indemnified Party") promptly notifying the other party (the "Indemnifying Party") of a claim/dispute;
- the Indemnifying Party having sole control of the defense and settlement of any such claim;
- the Indemnified Party providing reasonable cooperation and assistance to the Indemnifying Party in defense of such claim.

13. MODIFICATION

13.1. Unilateral modifications by the Editor

The Editor reserves the right to modify these General terms and conditions at any time particularly to reflect – without this list being exhaustive - :

- changes in applicable law or regulation;
- technical or functional improvements to the Software;
- the introduction of new optional features or services; or changes in market practices or business model.

13.2. Notice period

The Editor shall notify their Licensee of any material modification at least thirty (30) days in advance by email to the Licensee's registered email address or via in-app notification.

The notification shall include:

- summary of the key changes,
- the effective date of the new version,
- a link to the full updated General terms and conditions.

13.3. Licensee's right to object

If the Licensee objects to a material modification that adversely affects its existing rights, the Licensee may terminate the Agreement by written notice within 30 days of receiving notification.

Termination shall take effect at the end of the then-current subscription period. No pro-rata refund of prepaid fees for the ongoing term.

13.4. Acceptance by continued use

If the Licensee continues to use the Software after the effective modification without having exercised its rights to terminate, the Licensee shall be deemed to have accepted the modified General T&Cs.

13.5. Modifications to Core subscription terms

Notwithstanding Article 13.1, any modification that materially affects Licensee's core subscription rights (including but not limited to licence scope, or data processing terms) shall require the mutual written agreement of both parties.

14. OTHER STIPULATIONS

14.1. Assignment

Neither this Agreement nor any rights or obligations stipulated hereunder may be assigned or delegated (pursuant to applicable law or otherwise) by the Licensee without the Editor's prior written consent. The Licensee expressly accepts that the Editor may assign, transfer or delegate all or part of the Agreement to any of its Affiliates – or if during a merger, spin-off, reorganization or sale of an important part of the Editor's (or its successor's) assets or stock to another entity.

14.2. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of France. Any dispute which may arise between the Licensee and the Editor concerning the formation, construction, validity, performance, and/or termination of this Agreement will be submitted to Paris Courts of competent jurisdiction, even if there should be multiple respondents or a contribution claim. This jurisdiction also applies to summary and conservatory proceedings. Notwithstanding the aforementioned details, the Editor will be entitled to bring actions relating to the protection of its intellectual property rights in UpSlide in the courts of any country where any infringement of these rights occurs or is alleged to occur.

14.3. Notices

All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered by email.

14.4. Independent Contractors

The parties are independent contractors. Neither party shall be deemed to be an employee, agent, partner or legal representative of the other party for any purpose; neither shall have any right or power to make a commitment on behalf of the other party.

14.5. Severability

If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified and interpreted so as to best accomplish the objectives of the original provision; the remaining provisions shall continue in full force and effect.

14.6. Complete Understanding

The Agreement and the signed Quote constitute the final, complete and exclusive agreement between the parties regarding the matter of the Agreement, and supersedes any prior document related to this Agreement.

14.7. Force Majeure

Except for the Licensee's obligations to pay the Editor hereunder, neither party shall be liable to the other party for any failure or delay (in executing an obligation) caused by reasons beyond control, such as fire, flood, earthquake, war, civil uprising, global pandemic, strikes or other social demonstrations. The party affected by a force majeure event shall notify the other party within a maximum of fifteen (15) days from the date on which the aforementioned event occurred.

14.8. Subcontracting

The Editor reserves the right to delegate or subcontract, in whole or in part, delivery, installation, setup and training to any company appointed by the Editor.

14.9. Advertising

The Licensee may only disclose that it acquired Licence rights from the Editor to use UpSlide. The Editor may include the Licensee's name and the Licensee's logo in its customers lists, proposals to prospective or actual customers, internal management documents, annual shareholder reports of the Editor, or any document as required by laws or in force regulations. For any further usage quoting, the Editor shall also obtain prior approval from the Licensee about the use they intend to make of the name and logo of the Licensee.

APPENDIX A: DESCRIPTION OF THE DATA PROCESSING

Data subjects

Users of the Software

Purpose of data processing

- Activation and protection of the Licences purchased by the Licensee. This data is used to ensure that the Licences are indeed used by authorized Users.
- Optimization and management of the Licences to adapt further features to the foreseeable evolution of observed and anticipated use.
- Statistics related to feature usage, including: detection of intensive use to train the Users on observed usage scenarios, on-demand restitution to the Licensee, and detection of unused features to improve future Software features.
- Communication with Users regarding the features and usage of UpSlide, including product newsletter for administrators of the Software
- Provision of AI-powered features as part of the UpSlide Software, including the processing of user inputs and generation of AI-assisted outputs on behalf of the Licensee.
- Provision of MCP Server access (endpoint: <https://api.upslide.net/ai>) enabling Third-Party AI Agents (e.g., Anthropic Claude, Microsoft Copilot) to invoke Software features on behalf of the User, including the routing of MCP Invocations and the transmission of corresponding outputs back to the Third-Party AI Agent. The MCP Server acts as a relay with no long-term persistence of business data.

Data category

- Name, surname, professional email address of Users,
- Unique identifier of the machine used
- Name of the machine (within the meaning of Microsoft)
- Name of the domain to which the machine is connected
- Name of the User on the domain - Version of Microsoft Windows used
- Version of Microsoft Office used - Version of UpSlide used
- Number of uses per day, per UpSlide feature
- Content, text or data submitted by users through the AI Features;
- AI-generated outputs procured in response to such inputs.
- Desktop Add-in → MCP Server (pre-existing data flow, simply reused by the MCP): business context transmitted by the Desktop Add-in to enable feature execution (e.g., workbook source names for Excel link listing, document structure metadata); for certain features (e.g., consistency check), the full document content, noting that this flow already exists outside of MCP whenever the corresponding Software feature is invoked manually.
- Third-Party AI Agent → MCP Server (MCP-specific flow, not under the Editor's control): prompts, instructions, conversational context and any content submitted by the User to the Third-Party AI Agent and transmitted to the Software via MCP Invocations; outputs of MCP Invocations transmitted back to the Third-Party AI Agent; technical logs and metadata related to MCP Invocations (timestamps, invocation identifiers, calling Third-Party AI Agent identifier, User identifier).

List of Sub-processors

No additional sub-processor is added to the Editor's sub-processor list as a result of MCP Server access. Third-Party AI Agent providers (Anthropic, Microsoft, or other MCP-compatible providers) are not sub-processors of the Editor: the Licensee contracts directly with such providers, who are therefore the Licensee's own sub-processors (or joint controllers, depending on configuration), not the Editor's.

Name of the Sub-processor	Nature and duration of the sub-processing	Location of the Sub-processor
UpSlide UK Ltd.	Usage statistics / duration of this Agreement	9 Appold Street, London, EC2A 2AP, UK
UpSlide Pte Ltd.	Usage statistics / duration of this Agreement	88 Market Street, #21-01, CapitaSpring, Singapore 048948
UpSlide Inc.	Usage statistics / duration of this Agreement	155 E 44th St, Suite 600, New York, 10017, USA
UpSlide Germany GmbH	Usage statistics / duration of this Agreement	Münzstraße 12, 10178 Berlin, Germany
Zendesk	Customer support platform provider / duration of this Agreement	Ireland
Microsoft Azure Cloud – West Europe and Microsoft Azure Cloud – France	Hosting / duration of this Agreement	Netherlands & France (Central Region) for redundancy
Microsoft Power BI – Europe North	Reporting / duration of this Agreement	Ireland
Microsoft Foundry	AI model inference-processing / duration of the Agreement	EU (Azure environment) except as described otherwise in the applicable Order Form/Quote
Sentry	Telemetry data of application errors / duration of this Agreement	European Union (Frankfurt, Germany)

THANK YOU

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New York

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Singapore

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