PRIMO TERMS AND CONDITIONS OF SERVICES

Last update: October 30th, 2026

These Primo Terms and Conditions of Services and their exhibits (the "**Terms**") govern the relationship between the Client and Clutch, a French *société par actions simplifiée* with a share capital of €18,504.40, whose registered office is located at 14 rue Beffroy 92200 Neuilly-sur-Seine, France, registered before the Trade and Company Register of Nanterre under number 919 404 301, trading as Primo ("**Primo**"). Client and Primo are hereafter individually referred to as a "**Party**" and collectively as the "**Parties**".

Primo provides a cloud platform for IT operations, including subscription to SaaS Services and IT Services available to Client.

These Terms govern any access and use of the Platform as well as any ordering of Services by Client. The Client acknowledges and agrees that the Platform and Services are available for business customers only for their professional purposes.

By agreeing to the Terms you acknowledge having read them, being a professional and being empowered to represent and bind the Client. If you do not agree to, or cannot be bound by, the Terms you shall not agree nor sign up to use the Platform.

1. DEFINITIONS

"**Admin**" means a User authorized by Client to hold administrative privileges over the Platform. Admins may be granted different user rights by the Client to access or manage the Services.

"**Affiliate**" means any entity controlled, directly or indirectly by holding more than 50% of voting rights, by a Party provided that such control remains for the term of the Agreement.

"**Agreement**" means the Terms, together with each applicable Order(s), the DPA and any other document expressly incorporated by reference.

"**AI Agent**" means a feature available as a Primo SaaS that comprises any automated agent, assistant or workflow that uses artificial intelligence or machine learning to triage, classify, respond to or otherwise handle Helpdesk Tickets, IT operations or related Client requests, including by placing Orders for Equipment and related shipping on behalf of the Client.

"**API**" means any application programming interface made available by Primo for the transmission, processing or receipt of Client data or other information in connection with the Services.

"**Billing Unit**" means the unit of measurement used to calculate Fees for a given Service, such as per Device under management, per User, per workflow, per seat, per environment, per consumption unit or any other unit specified in the applicable Order.

"**Client**" means the legal entity identified during sign up on the Platform or in an applicable Order.

"**Client Data**" means any data, content, files, records, configurations, Ticket content, messages, telemetry, logs, or other information submitted to, generated through, or processed by or on behalf of the Client through the Services.

"**Competitor**" means any person or entity, or any of its Affiliates, that develops, markets, distributes or provides, directly or indirectly, products or services that compete in whole or in part with the Platform or the Services, including any IT operations, device management, SaaS management, IT helpdesk or Equipment procurement solution.

"**Data Protection Laws**" means all laws and regulations relating to privacy, data protection and electronic communications applicable to the processing of Personal Data under the Agreement, including but not limited to

(i) Regulation (EU) 2016/679 (EU GDPR),

(ii) Directive 2002/58/EC (e-Privacy Directive),

(iii) any applicable national implementations of (i) and (ii) above,

(iv) the UK Data Protection Act 2018 and any applicable national legislation that replaces or converts into national law the EU GDPR, and

(v) any other applicable national or supra-national data protection legislation, in each case as may be amended, superseded or replaced.

"**Device**" means any computer, tablet, phone or other endpoint linked to or managed through the Services.

"**Documentation**" means any User guide, description of the functionalities of a SaaS Service, and, more generally, any other document relating to the use of the Services available from time to time on the Platform.

"**DPA**" means Primo's data processing agreement applicable to the use of the Services, as available at https://app.getprimo.com/primoDataProcessingAddendum, which is incorporated into the Agreement by reference.

"**Equipment**" means any electronic equipment, Device, accessory, monitor, keyboard, mouse, peripheral or other hardware tracked, purchased, resold, repaired, shipped or otherwise managed through the Platform.

"**Fees**" means all amounts (i) payable by the Client to Primo under an Order, (ii) accrued from Client's usage of the Services or (iii) otherwise payable to Primo under the Agreement.

"**Login Credentials**" means the personal and confidential login and password of an Admin or User, enabling access to the Platform and use of the Services.

"**Managed Services**" means the IT managed services and support in relation to the Services that a Partner is expressly authorized to provide to Client under such Partner's terms and conditions.

"**Order**" means any Primo Order or Partner Order, in whatever form or format, placed for the provision of Services. Each Order specifies the Services, Billing Units, Fees, payment schedule and Subscription Term or Trial Period.

"**Partner**" means any third-party duly authorized by Primo to resell or distribute the Services.

"**Partner Order**" means the document issued by Partner and accepted by Client, describing the applicable Services.

"**Personal Data**" means any personal data within the meaning of applicable law.

"**Platform**" means the online platform owned and operated by Primo for the provision of Services.

"**Primo Order**" means the document issued by Primo and accepted by Client, including data in the Client account on the Platform following online purchase, describing the applicable Services.

"**Primo SaaS**" means any software as a service product, whether proprietary and/or embedding third-party software components, made available by Primo on the Platform.

"**Role**" means a permission profile, whether pre-defined by Primo or custom-configured by the Client, determining the scope of access and actions that an Admin or User may perform within the Platform.

"**SaaS Service**" means any Primo SaaS and/or Third-Party SaaS made available on the Platform.

"**Services**" means any SaaS Service and/or Equipment purchasing provided to Client pursuant to an Order through the Platform.

"**Subscription Term**" means the initial term ("Initial Term") and, where applicable, each subsequent renewal term (each a "Renewal Term"), during which a SaaS Service is subscribed by Client, as specified in the Order.

"**Third-Party SaaS**" means any third-party proprietary software as a service offering distributed by Primo for subscription on the Platform. Third-Party SaaS are governed by the relevant Third-Party SaaS Terms. The list of Third-Party SaaS available for subscription is provided on the Platform.

"**Third-Party SaaS Terms**" means the license and services offering terms and conditions governing a Third-Party SaaS.

"**Ticket**" means a ticketing or workflow feature available as a Primo SaaS to handle service requests, incidents, questions or workflow items submitted by an Admin or User through the Platform.

"**Trial Period**" means a free or discounted evaluation period applicable to one or more Services, as expressly specified in an Order.

"**User**" means any individual authorized by Client to access the Platform and use the Services.

2. PURPOSE

The purpose of the Terms is to set the conditions under which Primo provides or makes available the Services and on which the Client accesses and uses the Platform for Client's internal needs.

Client acknowledges and agrees that Primo may refer on the Platform to third-party services in relation to the Services and/or that Partner may provide its own Managed Services to Client, in which case such third-party services or Managed Services are not included in the scope of the Agreement nor governed by the Terms. Client is solely bound by the relevant Third-Party SaaS Terms or Managed Services terms entered with a Partner.

3. ORDERING

The Terms do not constitute a purchase commitment. Any access or use of the Services requires the prior execution of an Order, which together with the Terms constitutes the Agreement.

Where the Client is entering these Terms on its own behalf as well as on behalf of any Affiliate, an Affiliate may procure Services under these Terms by executing an Order. Client hereby represents and warrants (porte-fort within the meaning of article 1204 of the French Civil Code) that each such Affiliate shall comply with all obligations arising under the Agreement and the applicable Order. If an Affiliate fails to perform such obligation, Client shall be liable to Primo as if the breach were its own.

4. TERM

The Terms enter into force on the earliest of:

(i) the Client's acceptance of these Terms when signing up to the Platform;

(ii) the Client's signature or acceptance of an Order; or

(iii) the Client's access to or use of the Services after being presented with these Terms,

and remain in force for an indefinite term.

Each Order lasts

(a) for Equipment purchasing, until acceptance of the Equipment by the Client in accordance with Section 6.4 and

(b) for the SaaS Service, each Order is entered into for the Initial Term and, unless either Party gives written notice of non-renewal at least thirty (30) days prior to the end of the then-current Term in accordance with Section 14.2, or unless terminated in accordance with these Terms or the applicable Order, automatically renews for successive Renewal Terms each equal to the Initial Term, as specified in the Order. Where no renewal period is specified in the Order, the Services continue a month-to-month basis with no automatic renewal. During the Subscription Term, no early termination or cancellation of an Order is permitted and no refund of prepaid or unused Fees will be provided, save as otherwise provided in Sections 6.4, 12.2, 14.6 and 17.8 and in Section 3 of Exhibit 2 (Primo SLA).

An Order applicable to a Trial Period automatically terminates at the end of the Trial Period without any right to automatic renewal. Any continued use of the Services made available under a Trial Period requires to place a new Order and pay the relevant Fees.

5. FINANCIAL TERMS

5.1. Fees. The Fees applicable to each Service, including the Billing Unit and payment schedule are set out in the relevant Order. Where the Client subscribes to Services directly through the Platform sign-up flow, these elements are displayed on the Platform at the time of subscription and form part of the Primo Order. The Fees are non-refundable, save as otherwise provided in Sections 6.4, 12.2, 14.6 and 17.8 and in Section 3 of Exhibit 2 (Primo SLA). The Fees are set exclusive of taxes (including VAT).

5.2. Payment terms.

5.2.1. *SaaS Service subscription.* Unless specified otherwise in an Order, the Fees are billed according to the following conditions. For subscriptions billed monthly, the Fees for each month are invoiced upfront based on the Billing Units set in the Order for the first month and thereafter as recorded at the end of the previous month. Additional consumption during the month is not separately invoiced and will be reflected in the Fees for the following month. For subscriptions billed at a frequency longer than monthly (such as quarterly, semi-annually or annually), the Fees are paid upfront for the relevant billing period. Additional consumption is invoiced monthly, for the remainder of the then-current billing period.

5.2.2. *Equipment purchasing*. Primo will invoice the Client for the applicable Fees upon ordering. Shipping fees, where applicable, are as displayed on the relevant Order.

5.2.3. *Partner Order*. Where the Services are purchased or subscribed by Client through a Partner, the Fees, invoicing and payment terms are set and managed by Partner only pursuant to the Partner Order.

5.3. Late payment. In case of late payment of a Primo Order, Primo may claim, as of right and without any prior formality, payment by Client of late payment interests at the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points as well as a lump sum collection fee of forty (40) euros per invoice, notwithstanding the right to claim refund of the total collection costs incurred by Primo upon presentation of supporting documents. Without prejudice to the above, in case of late payment or non-payment by the Client, under any Order whatsoever, Primo reserves the right, after a notice to remedy that remains uncured for thirty (30) days, to suspend the provision of the relevant Services and the Platform as applicable and/or terminate the Agreement. Primo's right to suspend and/or terminate the Agreement is without prejudice to its right to claim damages.

5.4. Price revision. Primo reserves the right to revise the Fees of any Service, subject to the following conditions. Such price change will become effective for any ongoing Primo Order at the end of the current Subscription Term, provided that any such revision is notified to the Client by email at least sixty (60) days before the start of the Renewal Term, and no more than once per calendar year. Unless otherwise stated in the relevant Order, any price revision for Primo SaaS shall not exceed ten percent (10%) compared to the price applicable during the preceding Subscription Term. For the avoidance of doubt, this clause applies to Primo Orders only and does not apply to Partners' Orders. This pricing cap does not apply to any changes in taxes or to the fees for a Third-Party SaaS subscription which are adjusted by the relevant Third-Party SaaS provider and passed through to the Client.

6. DESCRIPTION OF SERVICES

6.1. Documentation. The Services available to Client are those listed in the Order. A detailed description of the Services is included in Exhibit 1 and the Documentation. Primo may update such Documentation from time to time, provided that such update does not materially reduce the core functionality of a subscribed SaaS Service during the current Subscription Term.

6.2. Primo SaaS. Primo SaaS include the proprietary software developed or operated by Primo and identified as such in the applicable Order or Documentation. Primo SaaS are licensed by Primo to the Client pursuant to the Terms. The Client acknowledges that the Platform and Primo SaaS allow the Client to perform actions on its own IT environment, including provisioning and de-provisioning users, configuring workflows, connecting SaaS applications, managing Devices, creating Tickets, triggering automations and using AI Agents. The Client remains responsible for the configuration of such actions and for validating that the actions are appropriate for its IT environment and internal policies.

6.3. Third-Party SaaS. Where the Client subscribes to a Third-Party SaaS, Primo is not the editor, operator or technical provider of the Third-Party SaaS. Primo acts solely as a distributor through the Platform for the billing of the Third-Party SaaS and first-line support to Client. The underlying SaaS service is provided by the relevant Third-Party SaaS provider solely pursuant to the applicable Third-Party ***SaaS*** Terms, which the Client accepts by subscribing to, activating or using the relevant Third-Party SaaS through the Platform. Any commitment by Primo under these Terms regarding defect, non-conformity, unavailability, security incident, warranty, claim or damages does not bind Primo with respect to the Third-Party SaaS.

6.4. Equipment purchasing. The Client can order Equipment through the Platform. Unless otherwise stated in the relevant Order, Equipment is purchased by Primo from a third-party provider, manufacturer, distributor or supplier and resold by Primo to the Client. The Client pays Primo, and Primo invoices and collects the relevant purchase price, taxes, and other applicable charges.

Title to Equipment transfers to the Client upon full payment of the relevant Fees. Risk transfers to the Client upon delivery to the carrier selected by Client, which occurs when the carrier takes physical possession or control of the Equipment. Delivery times are indicative and given on a best-effort basis, subject to receipt of full payment of the Fees and availability of the Equipment from the relevant supplier. The Client must notify Primo in writing of any non-conformity, visible damage or delivery issue, together with a copy of any reservation made to the carrier, within forty-eight (48) hours from taking possession or control of the Equipment. Acceptance is deemed to occur upon the earlier of:

(i) expiry of that 48-hour period without notification; or

(ii) opening or use of the Equipment by or on behalf of the Client.

Unopened Equipment may be returned within two (2) weeks of delivery. Any return will give rise to a refund of the Equipment cost, net of any shipping or restocking fees indicated on the relevant Order or return policy set in the Documentation or relevant warranty terms accompanying the Equipment.

Equipment is covered by the warranties offered by the relevant manufacturer, distributor or supplier. Primo will, where reasonably possible, communicate the applicable warranty conditions to the Client or identify the relevant warranty contact. Unless expressly agreed otherwise, warranty, maintenance and product liability claims relating to Equipment must be addressed directly to the relevant manufacturer, distributor or supplier indicated in the documentation accompanying the purchased Equipment.

7. ACCESS TO THE PLATFORM

7.1. Connection to the Platform. Access to and use of the Platform requires an internet connection, at the Client's expense, and prior registration of the Client on the Platform by creating a Client account.

Such Client account requires the Client to provide information relating to Client, the Admin and the relevant Roles.

7.2. Admins and Roles. Access to the administrative interface of the Platform is restricted to Admins designated by the Client. The Client manages its Admins and assigns Roles to Admins and Users through the Platform. Primo offers a set of pre-defined Roles and allows the Client to create and configure custom Roles. The Client is solely responsible for the assignment of Roles to its Admins and Users and for ensuring that the scope of access granted to each of them is appropriate. The Client shall not, without Primo's prior written consent, designate as Admin or User, or otherwise grant access to the Platform or the Services to, any Competitor or any individual employed by, acting on behalf of or providing services to a Competitor. Any breach of this provision constitutes a material breach of the Agreement entitling Primo to immediately suspend the relevant access, and/or to terminate the Agreement for cause without prior notice in accordance with Section 14.3, without prejudice to any damages Primo may claim.

7.3. Confidentiality of Login Credentials. The Client is bound to ensure the confidentiality of the content of the Login Credentials so that they are not disclosed to third parties. The Client is solely responsible for the use of the Platform and Services through the Login Credentials. Any action carried out through an Admin or User is deemed performed by the Client. The Client shall promptly revoke access where an Admin or User should no longer have it.

7.4. Compliance. Client is solely responsible towards Primo for the access to the Platform and use of the Services by Admins and Users as well as for any breach of this Agreement. It is Client's responsibility to ensure that each Admin and User complies with the terms of the Agreement.

8. RIGHT OF USE

8.1. Platform. In consideration of Client's compliance with the Agreement, Primo grants to Client a personal, non-exclusive, non-transferable, and non-sublicensable license allowing Admin and Users to access and use the Platform for the internal needs of Client. Client is not authorized to use the Services for the purpose of providing services to any third-party without the express prior written agreement of Primo.

8.2. Primo SaaS. In consideration of Client's compliance with the Agreement and payment of the Fees for the Primo SaaS, Primo grants to Client a personal, non-exclusive, non-transferable, and non-sublicensable license to use the Primo SaaS for the internal needs of the Client.

8.3. Restriction of rights. The Client is only authorized to use the Platform and Primo SaaS under the terms and conditions expressly set in the Agreement. Primo reserves all other rights. The Client undertakes not to

(i) copy, make available and/or distribute in whole or in part in any way whatsoever the Platform and the Primo SaaS to third parties other than the Admin and relevant Users;

(ii) access and/or use the Platform and Primo SaaS without paying the applicable Fees;

(iii) assign, sell, lease, lend, sub-license, distribute, outsource or transfer the rights that have been granted to it under the Agreement, except as permitted under Section 17.6;

(iv) adapt, modify, including for correction purposes, or translate the Platform and/or Primo SaaS;

(v) disassemble, decompile the Platform and/or Primo SaaS, perform reverse engineering, or otherwise attempt to discover or reconstitute its source code, except as specifically authorized by applicable law;

(vi) alter, destroy or delete notices relating to intellectual property rights or any other reference to Primo's ownership appearing on the Platform and/or Primo SaaS, as well as in the Documentation;

(vii) distribute all or part of a software or service created in whole or in part with the Platform and/or the Primo SaaS;

(viii) use the Platform and/or the Primo SaaS for the purposes of benchmarking, or communicate to third parties the results of performance tests obtained from using the Platform.

The Client acknowledges and agrees that use of the Primo SaaS is limited by the conditions set out in the Order

(including committed Billing Units) and by compliance with the conditions specified in the Documentation. The Client undertakes to ensure that Admins and Users do not make unreasonable or excessive use of the Primo SaaS and, more generally, that their use does not affect the stability, security or quality of the Platform.

9. GENERAL UNDERTAKINGS

9.1. Client undertakings. The Client undertakes to:

(i) provide Primo with all information and Client Data reasonably required to perform the Services, ensure that such information and Client Data is accurate, complete and up to date, and update it as needed;

(ii) cooperate in good faith with Primo to facilitate the performance of the Services, including by providing Primo with timely access to authorized personnel and, where reasonably required, through API or any agreed tool, to its systems and SaaS applications accounts;

(iii) ensure that its use of the Platform and Services complies with applicable laws, Third-Party SaaS Terms and the rights of Primo and its third party licensors;

(iv) hold and maintain all rights, licenses, authorizations and consents required for Primo to access, host, process, transmit, display and use Client Data as necessary to provide the Services;

(v) back up Client Data outside of the Platform and maintain its own primary records;

(vi) maintain a suitable broadband internet connection and technical environment at its expense necessary to use the Services;

(vii) promptly notify Primo of any actual or suspected unauthorized access to, or use of, the Platform or Services;

(viii) not use the Platform or Services for unlawful, harmful, abusive, infringing, fraudulent, security-compromising or high-risk activities not expressly authorized by Primo.

Primo shall not be liable for any failure or delay in the performance of the Services to the extent caused by the Client's breach of this Section 9.1, the Client's provision of incomplete or inaccurate information, the Client's IT environment. Additional work caused by such circumstances may be invoiced on a time-and-materials basis at Primo's then-current rates.

9.2. Primo undertakings.

9.2.1. Performance standards. Primo will perform the Services in accordance with industry standards. Primo's obligations under the Agreement are obligations of means.

9.2.2. Service Levels. Primo undertakes to provide the service levels in respect of Primo SaaS in accordance with Exhibit 2.

9.2.3. Storage of Client Data. In its capacity as hosting provider of the Platform and relevant Primo SaaS, Primo provides the Client, for the Subscription Term, with a storage space for the Client Data processed for use of the Primo SaaS. Primo shall implement reasonable technical and organizational measures to preserve the availability and integrity of Client Data hosted on the Platform, in accordance with its applicable data protection obligations. The Client is advised to maintain an independent backup of its Client Data, as Primo's storage does not constitute an archiving service.

9.2.4. Updates. Primo continually evolves the Platform and content of the Services. Primo may, at any time and without prior notice, add, modify or remove features of the Platform, provided that no such modification will result in a material reduction of the core functionality of a subscribed SaaS Service during a current Subscription Term.

10. INTELLECTUAL PROPERTY

10.1. Ownership of Primo. Primo and its licensors, including Third-Party SaaS providers, will remain the sole owners of all of the material and intellectual property rights attached to the Services.

The Agreement does not include any transfer of property to Client except the temporary right of use of the Services granted hereunder. The Client undertakes not to infringe the property rights of Primo and its licensors.

The Client acknowledges and agrees that Services may include open-source components that are governed by the relevant open-source licences, copies of which are available from Primo upon request.

10.2. Ownership of Client Data. Client grants Primo a non-exclusive worldwide license to use, store and process the Client Data provided by the Admins and/or Users, solely to the extent necessary to (i) perform the Agreement during the Subscription Term, and (ii) to make Client Data available for export during the reversibility period as set out in Section 14.5. To this end, the Client warrants that it holds the necessary rights and authorizations to grant such a license.

10.3. Feedback. Client may submit suggestions, ideas or feedback regarding the Services ("Feedback"). The Client grants Primo a worldwide, royalty-free, sublicensable license to use, reproduce, modify and exploit such Feedback for any purpose, including updating the Services.

11. PERSONAL DATA

Primo processes Personal Data in accordance with the conditions set in Primo's DPA accessible on the Platform, which is incorporated into the Agreement by reference.

12. WARRANTIES

12.1. General disclaimer. The Client acknowledges and agrees that the Platform is provided on an "as is" basis, and without any warranty from Primo. Unless provided otherwise in this Agreement and to the extent permitted by applicable law, Primo expressly disclaims any warranty of conformity, non-infringement, hidden defect, compatibility and of fitness for Client's particular purposes with respect to the Platform and Services. Primo does not warrant that the Platform or SaaS Services will be error free or that they will operate without interruption. The Client expressly agrees to assume all risks inherent to the access to and use of the Platform, Services and its results.

12.2. Third-party infringement claim. With respect to Primo SaaS, Primo warrants during the Subscription Term, that it has all the necessary rights or authorizations to grant to Client the limited rights to use the Primo SaaS pursuant to the Agreement. In the event of a third party claim brought against Client on the ground that the Primo SaaS provided and used in accordance with the Agreement during the Subscription Term constitutes an intellectual property right violation, including a copyright infringement of such third party ("Third Party Claim"), Primo agrees to indemnify and hold Client harmless against any damages awarded by a final and binding ruling of a court of competent jurisdiction, or agreed to by Primo in a settlement, that arises out of a Third Party Claim provided that

(i) Client promptly notifies Primo in writing of any Third-Party Claim,

(ii) Primo has sole control of the defense and settlement of the Third-Party Claim,

(iii) Client cooperates in good faith with Primo by providing, notably, all materials, information and documents in Client's possession or control necessary for such defense, and

(iv) Client takes appropriate action to minimize the damages that may result from the Third-Party Claim.

Where any feature of a Primo SaaS is or is likely to be subject to a Third-Party Claim during the Subscription Term, Primo reserves the right, at its sole discretion, to

(i) obtain the right for Client to continue using the Primo SaaS feature concerned, or

(ii) modify the feature concerned in such a way as to avoid infringement, or

(iii) terminate the right to use and access the relevant Primo SaaS concerned and, provided that Client complies with the termination obligations, refund the portion of the prepaid fees covering the remainder of the Subscription Term.

This warranty does not apply if the alleged infringement is based on

(a) combination or use of the Primo SaaS with equipment, product, system, hardware or software not provided or licensed by Primo,

(b) use of the Primo SaaS other than in accordance with the Agreement,

(c) misuse or unauthorized modifications of the Primo SaaS, or

(d) use of a version of the Primo SaaS other than the most current version or failure to implement any new release made available by Primo to remedy a potential third-party infringement.

The indemnification obligation set out in this Section 12.2 constitutes Primo's sole and exclusive liability, and the Client's sole and exclusive remedy, with respect to any third-party intellectual property infringement claim relating to Primo SaaS.

12.3. Equipment warranty. With respect to the procurement of Equipment, Client benefits from a commercial warranty provided by the relevant manufacturer under terms and conditions set in the documentation accompanying the Equipment purchased. Such warranty shall be enforced by Client directly against the relevant entity identified in the documentation.

12.4. Free Trial warranty. Where a Trial Period is granted free of charge, the Services are provided "as is" with no service levels or warranty of any kind, and Primo has no liability for any costs or damages arising from the trial use. The purpose of the Trial Period is limited to testing the Services, and Client bears all responsibility for any consequences of using the Services and the results from the Trial Period. The foregoing applies notwithstanding anything to the contrary set in the Terms.

12.5. Client warranty. Client warrants that Client Data does not:

(i) violate applicable laws;

(ii) contain any virus or malicious code that could harm or corrupt the Platform, and/or

(iii) constitute an unlawful processing of Personal Data.

Client undertakes, at its expense, to defend and hold Primo harmless from any action or claim made by a third party (including without limitation claim of infringement, unfair competition, free riding, Personal Data breach) arising from the Client's breach of any of the warranties set out in paragraphs (i) to (iii) above. The Client shall indemnify Primo for all direct expenses (including lawyers' fees), losses and damages that Primo may incur as a result thereof, together with the amount of any settlement and/or compensation for which Primo may be held liable, to the exclusion of any indirect damages.

13. LIABILITY

Client is responsible to ensure that the Client Data stored on its own systems and its hardware are suitably protected.

Primo disclaims all liability for the inaccuracy of Client Data as provided by or on behalf of the Client. Primo further disclaims all liability for indirect damage, including without limitation, loss of income, loss of profits or loss of goodwill resulting from the use of the Platform and the Services.

Primo is bound by an obligation of means to make the Platform available and provide the Services.

Each Party's liability towards the other Party, in the aggregate, is limited to the amount of the Fees due and paid by the Client under all Orders placed pursuant to the Agreement during the last twelve (12) months preceding the event giving rise to the claim.

Notwithstanding the foregoing, in the event of liability arising from (i) loss, alteration, destruction or unauthorized disclosure of Client Data, or (ii) infringement of a Party's intellectual property rights, each Party's aggregate liability shall be limited to two times (2x) the Fees due and paid by the Client under all Orders placed pursuant to the Agreement during the twelve (12) months preceding the event giving rise to the claim.

The foregoing limitation of liability does not apply in case of:

(i) personal injury or death caused by that Party's negligence;

(ii) fraud;

(iii) gross negligence or willful misconduct;

(iv) obligation to pay the Fees, and/or

(v) to the extent no limitation of liability is permitted by applicable law.

Each party's right to claim damages against the other party is subject to a limitation period of two (2) years from the occurrence of the event giving rise to the claim.

14. TERMINATION

14.1. Termination of the Terms for convenience. Each Party may terminate the Terms at any time by written notice, provided that no Service is then in force under an ongoing Order.

14.2. Termination of an Order for non-renewal. Each Party may terminate any or all ongoing Orders at the end of the then-current Subscription Term, subject to written notice to the other Party no later than thirty (30) days before the end of the Initial Term or the then-current Renewal Term.

14.3. Termination for cause. Each Party can terminate as of right the Agreement and/or a relevant Order in case of material breach of the other Party of any provisions of the Agreement (such as Sections 5, 6, 8, 9, 10 and 15). Termination will occur upon prior formal notice of thirty (30) calendar days which remain uncured by the breaching Party or without prior notice when the emergency requires it (such as in case of infringing use of the Platform or a SaaS Service by the Client). Termination is made without prejudice to other rights or remedies available to the non-breaching Party.

Termination of an Order for cause shall not affect the performance of other current and valid Order(s) which remain in full force and effect until their current Subscription Term. Termination of the Agreement for cause triggers termination of all Orders as of right; all rights granted to the Client in relation to the use the Services will immediately terminate and the Client must immediately cease and have ceased all use of the Services.

14.4. Consequences of termination. Termination shall not affect any rights and obligations of the Parties that have accrued up to such termination. The provisions of the Agreement that are meant to remain in effect (such as Sections 5, 10, 11, 12.5, 13 to 15, 17 and 18) shall survive termination.

14.5. Reversibility. For a period of forty-five (45) days following the effective date of termination of the Agreement, Primo will, upon the Client's request, make Client Data available to the Client for export in a structured, commonly used and machine-readable format. Any assistance with the export beyond a single standard export will be invoiced on a time-and-materials basis under a quote agreed in advance. At the end of the reversibility period, Primo will delete the Client Data from its systems, save for

(i) anonymous and aggregated data,

(ii) Client Data that Primo is required to retain by law, and

(iii) Client Data retained in standard back-ups, which will be deleted in the normal course in accordance with Primo's retention policy.

14.6. Financial consequences of termination for cause.

(i) If the Agreement or any Order is terminated by the Client due to a material breach by Primo (other than any breach relating to the availability of the Platform, which is exclusively governed by the provisions of the SLA), provided that

(a) Primo has been notified of such breach in writing, and

(b) such breach has not been remedied within thirty (30) days from the receipt of such notice,

Primo shall refund the Client on a pro-rata temporis basis the prepaid and unused portion of the Fees for the terminated Order(s), calculated from the effective date of termination. For the avoidance of doubt, no refund shall be due for Services already consumed prior to the effective date of termination.

(ii) If the Agreement or any Order is terminated by Primo due to a material breach by the Client, no refund of any prepaid Fees shall be due.

15. CONFIDENTIALITY

Each Party undertakes, with regards to information of a technical (including without limitation the Platform, the Services and any feature of a SaaS Service), financial, business or otherwise sensitive nature (the "**Confidential Information**") of the other Party that it may have had knowledge of prior to or during the performance of the Agreement, to

(i) keep it strictly confidential and not to copy, communicate or make it available to third parties except to their employees, agents, representatives and Managed Services providers with a need to know to complete the tasks assigned and provided that they have signed a confidentiality agreement or are bound to professional secrecy obligations ensuring a level of protection that is at least equivalent to the provisions of this confidentiality section, and

(ii) not to use it, directly or indirectly, for a purpose other than the performance of this Agreement.

Each Party will ensure and represent that the parties referred to in (i) above will comply with the confidentiality obligations.

The confidentiality obligations do not apply to Confidential Information for which the receiving Party is able to demonstrate that it

(i) was in the public domain on the day of its disclosure or subsequently without any breach from the receiving Party,

(ii) was legitimately obtained from a third party not bound by an obligation of confidentiality,

(iii) was developed independently by the receiving Party without breach of the Agreement,

(iv) was already in the possession of or known to the receiving Party prior to its disclosure by the disclosing Party, or

(v) was disclosed by the receiving Party with the prior written consent of the disclosing Party.

If the Party receiving Confidential Information is bound to disclose it pursuant to legal or regulatory provisions, a court order or other competent administrative authority, that Party shall first and as soon as possible inform the other Party such as to enable it to object to the disclosure.

The Parties' obligations with regard to Confidential Information will remain effective throughout the term of the Agreement and for as long as the information concerned is considered to be information protected by trade secret within the meaning of applicable law.

Upon termination of the Agreement, each Party undertakes to return or destroy, at the request of the disclosing Party, the other Party's Confidential Information in its possession or under its control.

16. FORCE MAJEURE

Except for payment obligations, neither Party can be held liable for failure to fulfil its obligations under the Agreement if such failure results from a force majeure event as defined by applicable law and interpreted by the competent courts, including notably any government decision such as the withdrawal or suspension of authorizations of any kind whatsoever, a total or partial strike, whether internal or external to the company, fire, flood, natural disaster, earthquake, act of terrorism, state of war, epidemic, pandemic, total or partial interruption or blockage of telecommunications or electricity networks, an act of computer hacking ("**Force Majeure**").

The Party experiencing a Force Majeure event must inform the other Party without delay and by any means of its impossibility to perform its obligations. The Force Majeure event will suspend performance of the obligations of the Party affected by the Force Majeure event provided that such Party will make all commercially reasonable efforts to mitigate the effects of the Force Majeure. If a Force Majeure event continues for more than thirty (30) consecutive days, either Party is free to terminate either the relevant Order if Force Majeure is limited to such Order or the Agreement if the Force Majeure event substantially prevents performance of all ongoing Orders by written notice without liability. Termination will be effective from the day following the notice of termination.

17. MISCELLANEOUS

17.1. The Parties are and will remain throughout the term of the Agreement independent contracting Parties. The Agreement does not constitute, in any way, an agency agreement, a partnership, a working agreement or a joint venture between the Parties.

17.2. The Agreement together with the relevant Order(s) constitute the entire agreement between the Client and Primo relating to its subject matter, it supersedes all prior agreements or declarations, whether in writing or oral. In case of conflicting provisions between an Order and the Terms, the following order of precedence applies: the Order will prevail for such Order over the Exhibits of the Terms which prevail over the body of the Terms.

17.3. Primo reserves the right to modify the Terms at any time upon thirty (30) days' prior written notice to the Client**.** However, any modification that materially reduces the rights granted to the Client or increases the Client's obligations, including increases in Fees (other than price revisions made in accordance with Section 5.4), shall (i) be notified at least sixty (60) days prior to the Renewal Term, (ii) entitle the Client to terminate the affected Order(s) by written notice within thirty (30) days of receipt of the notification, effective at the end of the then-current Subscription Term, without penalty and with a pro-rata refund of any prepaid Fees, and (iii) take effect only at the start of the next Renewal Term for the affected Order(s). Continued use of the Services after the effective date of any modification constitutes acceptance thereof.

17.4. Failure of either Party to enforce against the other Party any right it holds under the Agreement shall not be deemed to be a waiver from that Party. Any waiver shall be in writing signed by an authorized representative of the relevant Party.

17.5. The Client expressly authorizes Primo to use and reproduce, for business reference purposes, Client's name, trading name and/or trademark and make reference to the contractual relationship with the Client in Primo's promotional materials and channels. The Client may withdraw this consent at any time by sending a written notice to Primo, and Primo will cease the relevant uses within a reasonable period.

17.6. Neither Party may assign or transfer all or part of the Agreement, by operation of law or otherwise, without the other Party's prior written consent, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign the Agreement in its entirety without consent to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets or of the business to which the Agreement relates, provided that

(i) the assigning Party notifies the other Party in writing promptly, and no later than the closing date of such assignment,

and (ii) the assignee agrees in writing to assume all of the assigning Party's obligations under the Agreement.

Any assignment in breach of this clause shall be null and void. Any assignment remains subject to Section 17.8. Unless the other Party expressly agrees in writing to release it, the assigning Party shall remain jointly and severally liable with the assignee for the performance of all of its obligations under the Agreement, including the payment of the Fees, until the end of the Subscription Term(s) of the Order(s) in force at the date of the assignment.

17.7. Primo reserves the right to subcontract all or part of its obligations to any third-party service providers of its choice, subject to the provisions of the DPA relating to sub-processors, and remains responsible for their performance as for its own.

17.8. In the event of a change of control (within the meaning of Article L.233-3 of the French Commercial Code), merger or other transfer by operation of law affecting a Party, or of an assignment under Section 17.6 (a "Transaction"), such Party shall notify the other Party in writing promptly, and no later than the closing date of the Transaction. If the acquirer, successor or assignee is a direct competitor of the other Party (being any person or entity that, itself or through its Affiliates, offers products or services that directly compete with the main products or services of the other Party), the other Party may terminate the Agreement as of right upon written notice within forty-five (45) days from the receipt of the notification or, if no notification was made, from the date it becomes aware of the Transaction. Such termination shall take effect on the date specified in the notice and shall not constitute a termination for cause. No compensation shall be due by either Party as a result, save that Primo shall refund the Client the prepaid Fees corresponding to the period following the effective date of termination. A Transaction shall not, in itself, constitute a breach of Section 7.2.

17.9. If any provision of the Agreement is determined to be void, inapplicable or unenforceable by virtue of law or by any final court ruling, the remainder of the Agreement shall remain in full force and effect.

17.10. In the event of dispute, the Parties expressly agree, as a convention of proof, that the information collected or recorded by Primo concerning the use of the Platform and the Services will constitute valid evidence and will be admissible and enforceable between the Parties.

18. APPLICABLE LAW AND JURISDICTION

The Agreement is governed by French law. In the event of a dispute between the Parties relating to the Agreement that cannot be solved amicably, the Parties agree to submit to the exclusive jurisdiction of the courts of Paris, notwithstanding plurality of defendants or warranty claims, including urgent or interim proceedings, whether they are summary proceedings or application proceedings.

ATTACHMENTS TO THE TERMS

- Exhibit 1: Services Specific Terms
- Exhibit 2: Primo SLA

EXHIBIT 1 - SERVICES SPECIFIC TERMS

1. PRIMO SAAS

1.1. Mobile Device Management (MDM)

Primo's MDM enables the Client to enroll, configure, monitor, lock, wipe, update and otherwise manage Devices remotely. Primo's MDM is built on top of third-party software components made available by Fleet Device Management, Inc. ("**Fleet**"), a device management engine combining open-source and proprietary components.

In respect of Primo's MDM, and in addition to the other provisions of these Terms, the Client expressly acknowledges and agrees as follows:

(i) As between Primo and the Client, Primo and its licensors (including Fleet) own all right, title and interest (including all intellectual property rights) in and to

(a) the MDM offering and

(b) all modifications, improvements and updates thereto. All rights not expressly granted to the Client are reserved by Primo and its licensors.

(ii) Neither the Client nor any of its Users shall:

(a) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the MDM offering or any portion thereof;

(b) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the MDM offering, except to the extent the foregoing restrictions are expressly prohibited by applicable law;

(c) access the MDM offering in order to build a similar or competing application, product or service;

(d) except as expressly stated in the Agreement, copy, reproduce, distribute, republish, download, display, post or transmit the MDM offering in any form or by any means; or

(e) remove or destroy any copyright notices or other proprietary markings contained on or in the MDM offering.

(iii) The Client grants Primo the right to use Client Data as necessary to provide the MDM offering. Primo operates the MDM offering on its own infrastructure and does not transmit or otherwise make available any Client Data or Personal Data to Fleet. Fleet may receive anonymous technical performance data relating to the MDM software (such as software version and aggregated feature usage), which does not allow the identification of the Client, its Users or any Device. Such performance data does not include any Personal Data and shall not be deemed Client Data.

(iv) The Client shall protect Fleet's Confidential Information on the terms set out in Section 15.

(v) Upon termination of the rights granted under the Agreement in respect of MDM, the Client shall promptly discontinue use of the MDM offering.

(vi) The Client shall not publish or disclose any results of benchmark tests run on the MDM offering.

(vii) The Client shall comply with all applicable laws, rules and regulations of the countries in which the MDM offering is used.

The limitations of liability set out in Section 13 of the Terms apply to the MDM offering with respect to any claim against Fleet.

1.2. SaaS Management

Primo's SaaS Management tools allow the Client to inventory, provision, de-provision and monitor User access across the Client's SaaS applications subscribed from third-party SaaS application providers outside the scope of the Agreement. The Client is responsible for connecting its SaaS applications to the Platform and for the configuration and accuracy of its identity providers and access policies. Primo does not control, and is not responsible for, the SaaS applications themselves or the data they process beyond the actions performed by the Client through the Platform.

1.3. Device Lifecycle Management

Primo provides Device Lifecycle Management as an integrated set of Primo's and/or third-party services covering:

(i) from Primo, Equipment purchasing and inventory tracking of Equipment, and

(ii) shipping, repair and buyback services, which are provided by third-party services referred to on the Platform under their own terms and conditions.

Geographic availability of these services may vary; an up-to-date list of supported countries and applicable conditions is published in the Primo Help Center.

Inventory tracking of Equipment is a software feature available on the Platform that allows the Client to track its Equipment inventory. The Client is responsible for the accuracy and completeness of the inventory information it records on the Platform.

1.4. Helpdesk

The Platform includes ticketing capabilities allowing the Client's Admins and Users to submit, route, assign and resolve Tickets through channels including email and Slack. The Client is responsible for the content of the Tickets it submits and for the configuration of the routing, assignment and resolution rules it sets up.

1.5. AI Agents

The Client may enable AI Agents to automate the handling of Helpdesk Tickets, employee onboardings and offboardings, IT Operations and related workflows. AI Agents are offered in the following forms:

(i) **Primo Agents**. Primo Agents are pre-configured AI Agents designed by Primo for specific use cases. Primo Agents operate solely based on the Client's instructions and configuration parameters set through the Platform. The Clients remains solely responsible for the instructions given to Primo Agents and for any actions taken based on their outputs.

(ii) **Custom Agents**. The Client may configure its own AI Agents through the Platform in two ways:

- (a) From Primo template. The Client may create Custom Agents based on template made available by Primo. Such Custom Agents are provided without warranty of any kind from Primo as to their fitness for the Client's particular purposes. The Client is solely responsible for any customization applied to such templates and for the resulting Custom Agent's behavior and outputs.
- (b) From scratch. The Client may build Custom Agents independently using the capabilities made available through the Platform. Primo makes no representation or warranty regarding the performance, accuracy or suitability of any such Custom Agent. The Client bears full responsibility for the design, configuration and operation for any Custom Agent it builds from scratch.

The Client retains all rights in the inputs it submits to AI Agents and, as between the Parties, in the outputs of AI Agents. Primo does not use Client Data to train its own or any third-party foundation models without the Client's prior written consent.

Client acknowledges that the AI Agent may rely on third-party providers of large language models ("**AI Model**") and infrastructure provided by third parties. Primo may select, replace, update, suspend or reconfigure any AI Model used to provide the AI Agent, provided that this does not materially degrade the core functionality of the AI Agent during the applicable Subscription Term. Primo will publish in the Primo Help Center the list of sub-processors and AI Models used and will update this list in accordance with the DPA.

Primo does not warrant that the AI Agent, AI Models or outputs will be uninterrupted, error-free, exhaustive, accurate, non-infringing, or suitable for Client's particular purposes.

Client acknowledges that outputs from AI Agent are generated through automated probabilistic processes and may be inaccurate, incomplete, outdated, inconsistent, biased, inappropriate or unsuitable for a particular Client or context. Consequently, outputs from AI Agents are provided on an as-is basis.

The Client is solely responsible for:

(i) configuring AI Agents in line with its own policies;
(ii) defining which actions AI Agents may perform autonomously; and
(iii) reviewing the outputs and actions of AI Agents prior to relying on them where appropriate; and
(iv) any changes made to the Client's documentation, runbooks, workflows or policies on the basis of AI Agents outputs or suggestions. The Client's decision to accept or implement any such suggestion is made at the Client's sole discretion and responsibility and Primo shall have no liability in connection therewith.

The Client shall not use AI Agents to make, or to attempt to make, any decision having a significant legal or similar effect on individuals where such decision must be reviewed by a human under applicable law. Client is solely responsible for any decision or other action implemented based or through the AI Agent.

Subject to Client's compliance with the Agreement, Client may use outputs from the AI Agent for its internal business purposes during the Subscription Term. Outputs may not be unique, and similar outputs may be generated for other Primo clients or third parties. No exclusivity is granted to Client over any output that is not derived from Client's own and proprietary inputs. For the avoidance of doubt, Primo grants to Client only such rights in and to the outputs as Primo itself lawfully receives from the relevant third-party AI Model provider, and no additional rights, licenses, or warranties of any kind are granted or implied. Client shall be solely responsible for obtaining any necessary rights, clearances or authorizations relating thereto.

1.6. Orders placed through AI Agents

Where the Client enables an AI Agent to place Orders through the Platform, any Order placed by such AI Agent within the permissions, Roles, spending limits and approval rules configured by the Client (the "Agent Parameters") is deemed placed by the Client and is binding upon the Client as if placed by an Admin. The Client is solely responsible for defining, reviewing and updating the Agent Parameters.

Each Order placed through an AI Agent is governed by the Agreement, including the provisions of Section 6.4 of the Terms relating to Equipment purchasing, delivery, acceptance and returns, without any further acceptance of the Terms by the Client being required.

The Client is responsible for the accuracy and completeness of the information used by AI Agents to place Orders, including delivery addresses and recipient details, and bears any additional costs resulting from inaccurate or incomplete information. Primo will send a confirmation of each Order placed through an AI Agent to the Client's designated Admin(s). The Client may cancel such Order through the Platform until the Equipment is handed over to the carrier, subject to any fees displayed on the Order; thereafter, Section 6.4 of the Terms applies. Primo shall have no liability for any Order placed through an AI Agent within the Agent Parameters, save for any Order placed outside the Agent Parameters as a direct result of a malfunction of the Platform attributable to Primo, for which Primo remains liable in accordance with Section 13 of the Terms.

The information recorded by Primo in relation to Orders placed through AI Agents, including the Agent Parameters in force at the time of the Order, the identity of the AI Agent, timestamps, confirmations and any human approvals, constitutes valid evidence between the Parties in accordance with Section 17 of the Terms.

2. THIRD-PARTY SAAS

The Third-Party SaaS Terms are the following, subject to any addition, supplement or updated version set out in the Order.

SentinelOne: https://www.sentinelone.com/legal/

ThreatDown: https://www.threatdown.com/legal/

EXHIBIT 2 - PRIMO SLA

The following service levels are applicable only with respect to the Primo SaaS.

1. AVAILABILITY

Primo commits to a 99.5% monthly uptime availability of the Primo SaaS (the "**Availability Rate**"). The Availability Rate is measured as the percentage of minutes per calendar month during which the Primo SaaS is available.

No failure of Primo to meet the Availability Rate shall be deemed to occur where the unavailability of the Primo SaaS is caused, directly or indirectly, by any of the following (each an "**Availability Exclusion**"):

(a) Scheduled Maintenance;

(b) any action by Primo in compliance with the Client's request or under the Client's direction;

(c) access to or use of the Primo SaaS by an Admin or a User in violation of the Agreement;

(d) a breach of the Agreement by the Client;

(e) delayed response or lack of response by the Client to support requests that require the Client's participation (including participation in identifying the source of an error or resolving incidents), as determined by Primo;

(f) failures, degradation, or fluctuations of electrical, connectivity, network or telecommunications equipment or lines, including those caused by the Client's conduct or circumstances beyond Primo's control;

(g) Client or a third-party equipment, software, or other technologies, including third-party software or application not under Primo's sole and exclusive control;

(h) limitation or suspension of the Primo SaaS due to circumstances reasonably considered by Primo as a threat to the normal operation of the Platform or Services, the operating infrastructure, the facility from which the Services are provided, or the integrity of the Client Data (e.g., hacking or virus attack);

(i) modifications to the Primo SaaS not made or authorized in writing by Primo, including custom APIs;

(j) unavailability of Primo SaaS components that are not essential to the provision of the core Primo SaaS functionalities;

(k) unavailability of Primo SaaS functionalities made available for testing, trial, or pre-general availability purposes;

(l) issues caused by Internet access problems or beyond the demarcation point of the Primo network;

(m) suspension or termination of the Client's right to use the Platform or Primo SaaS; or

(n) a Force Majeure event.

"**Scheduled Maintenance**" means any unavailability of the Primo SaaS resulting from a modification made by Primo, at its discretion, to the infrastructure underlying the Primo SaaS (online Platform providing access to the Primo SaaS, software solution, hosting server) notably for planned maintenance or correction of any error.

Primo will use reasonable efforts to perform Scheduled Maintenance outside business hours in Central European Time and to provide at least forty-eight (48) hours' notice for any planned Scheduled Maintenance expected to cause material unavailability.

2. SUPPORT

Primo provides support via in-app chat and email at support@getprimo.com during business hours (9:00 AM to 6:00 PM, Central European Time) on business days (Monday to Friday, excluding Mainland France holidays).

Primo undertakes to use its best commercial efforts to meet the following response target:

Type of Defect	**Response target**
S1	One (1) business hour
S2	Four (4) business hours
S3	One (1) business day

Response targets are commitments to acknowledge and begin investigating a Defect, not commitments to resolve the issue within such a timeframe. Response targets depend on the Client providing timely information reasonably requested by Primo.

"**Defect**" means any anomaly, malfunction, degradation or non-conformity affecting the Primo SaaS reported by the Client. Defects are classified by Primo according to their severity as per below.

"**Severity 1**" (S1): means a Defect rendering the Platform unavailable for all Admins and Users which prevents access and use of the Primo SaaS.

"**Severity 2**" (S2): means a Defect rendering a major feature of the relevant Primo SaaS unavailable with no workaround.

"**Severity 3**" (S3): means a Defect in the form of a minor issue or general question relating to the relevant Primo SaaS.

3. SERVICE CREDITS

If, in any given month, the Primo SaaS fails to meet the Availability Rate and the Client notifies Primo of such failure in writing within thirty (30) days of the end of the relevant month, Primo will, as the Client's sole and exclusive financial remedy for such failure, issue a service credit equal to ten percent (10%) of the monthly Fees for the affected Primo SaaS. Service credits are applied against future invoices and are not refundable in cash.

If the Availability Rate falls below the applicable service level target for three (3) or more consecutive calendar months, Client may terminate the affected Order(s) for cause by written notice to Primo, effective at the end of the then-current calendar month, without penalty and with a pro-rata refund of any prepaid Fees for the affected Order(s).