KASAR SAS
KasarCRM

CONTRACTUAL DOCUMENT

Enterprise Specific Terms

VERSION	LAST UPDATED
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Contents

> This English version is provided for convenience only. In the event of any discrepancy, the French version prevails.

Preamble: scope

These Enterprise Specific Terms (the "**EST**") apply solely to the **Enterprise Plan**, subscribed by a signed Enterprise Order Form (Article 5.4 of the General Terms). They replace the "General Subscription Terms (Enterprise)" (CGA-E) of 24/09/2026 and apply together with the General Terms in their **2026-09-28** version (`cgv.md`); any reference to an "Article X of the General Terms" refers to that version.

They **supplement** the General Terms and Conditions (the "**General Terms**"), which apply to the Enterprise Customer in all their provisions. The EST contain only the **deviations** specific to the Enterprise Plan: any matter they do not address is governed by the General Terms.

1. Contractual documents and definitions

1.1. **Order of precedence.** For the Enterprise Plan, the Agreement consists of the following documents. In the event of any conflict, they prevail in the descending order of the table, in accordance with Article 2.2 of the General Terms:

Rank	Document
1	The signed **Enterprise Order Form** ("**EOF**") and its amendments, solely for the order to which they relate
2	These **EST**, including their appendix, the **Service Level Agreement** (`sla.md` , the "**SLA**")
3	The **General Terms**, including their Appendix 1 (Exportable Data)
4	The **DPA** and its appendices, whose provisions implementing Article 28 of the GDPR apply in all circumstances (Article 2.3 of the General Terms)
5	The **Pricing Page**, for matters not set out in the EOF, within the limits of Article 2.2 of the General Terms (prices, quantitative limits and Credit rate schedule)
6	The **Documentation**

Within the EST, the body of these terms prevails over the SLA. The Privacy Policy remains an information document and does not form part of the Agreement (Article 2.4 of the General Terms).

1.2. **Definitions.** Terms defined in Article 1 of the General Terms retain their meaning. In addition:

- **Enterprise Agreement**: all the documents listed in the table in Article 1.1;
- **Start Date**: the date on which the Subscription takes effect, as set out in the EOF;
- **Initial Term**: the firm commitment period set out in the EOF, running from the Start Date;
- **Renewal Term**: each renewal period following the Initial Term (Article 2.3);
- **Commitment Term**: the Initial Term or the current Renewal Term;

- **Affiliates**: the companies related to the Customer within the meaning of Article L.233-3 of the French Commercial Code and designated in the EOF (Article 6).

1.3. **Deviations.** A deviation from the EST, the General Terms, the SLA or the DPA is enforceable only if it appears in the table of deviating terms in the EOF. Unless otherwise stated, a deviation relating to price, discounts, quotas or payment applies only to the Initial Term.

1.4. **Online acceptances.** Acceptance of the General Terms by a User of the Organization, upon login or upon an update, does not amend the Enterprise Agreement, which remains governed by the EOF and these terms.

2. Order Form and firm commitment

2.1. **Formation.** The Enterprise Agreement is formed on the date of the last signature of the EOF, which constitutes acceptance of these terms, the General Terms, the SLA and the DPA (Article 3.2 of the General Terms). It takes effect on the Start Date.

2.2. **Firm commitment.** The Customer makes a firm commitment for the Initial Term, of at least **twelve (12) months** unless otherwise provided in the EOF, for the number of Seats and the scope set out therein.

2.3. **Renewal.** By way of derogation from Article 9.2 of the General Terms, the Subscription is tacitly renewed, at the end of the Initial Term, for **Renewal Terms of twelve (12) months**, unless a different duration is set out in the EOF or the Subscription is terminated under the conditions of Article 7. Each Renewal Term constitutes a new Commitment Term.

2.4. **Scope.** The subscribed scope (number of Seats, Credit allowance per Seat (Article 7.2 of the General Terms), connectable accounts, telephony, API limits) is that set out in the EOF. Absent any mention, the limits of the Max Plan apply.

3. Prices

3.1. **Price stability.** By way of derogation from Article 8.7 of the General Terms, the unit prices set out in the EOF (Seats, Credit top-ups and priced services) are not revised during the current Commitment Term, subject only to the indexation provided for below. They may be revised for the following Renewal Term, under the conditions of Article 8.7 of the General Terms.

For an Initial Term longer than twelve (12) months, unit prices are automatically revised on each anniversary of the Start Date according to the Syntec index, by applying the formula $P = P0 \times (S / S0)$, where P0 is the price set out in the EOF, S0 the latest Syntec index published on the Start Date and S the latest Syntec index published on the revision date, without such revision giving rise to any right of termination.

3.2. **Credit rate schedule.** The Credit rate schedule and telephony metering remain governed by Articles 7.6 and 7.7 of the General Terms, including the right of termination under Article 7.6 of the General Terms, which is exercised by way of derogation from Article 7.1.

3.3. **Taxes.** A change in the rate of an applicable tax does not constitute a price revision.

4. Invoicing and payment

4.1. **Invoicing.** By way of derogation from Article 8.3 of the General Terms, and unless otherwise provided in the EOF, subscription fees are invoiced **annually in advance**, on the Start Date and then on each anniversary date. Added Seats and Credit top-ups are invoiced when ordered.

4.2. **Bank transfer.** Unless another payment method is chosen in the EOF, invoices are payable by **SEPA bank transfer** within **thirty (30) days of the invoice date**, to the IBAN and under the reference shown on the invoice. Where the EOF provides for direct debit or card payment, Article 8.4 of the General Terms applies.

4.3. **Customer's internal process.** Supplier onboarding, obtaining an internal purchase order number or uploading the invoice to a portal does not defer either the due date or the payment period, unless otherwise stated in the EOF.

4.4. **Late payment.** Article 8.9 of the General Terms applies to any invoice unpaid on its due date. Suspension suspends neither the payment obligation nor the running of the Commitment Term. Termination for non-payment has the effects set out in Article 7.3.

5. Seats and ramp-up

5.1. **Additional Seats.** The Customer may add Seats at any time, at the unit price set out in the EOF. They are invoiced pro rata temporis for the current period and aligned with its end date (Article 4.7 of the General Terms).

5.2. **Overage.** Any active User in excess of the number of subscribed Seats gives rise to a true-up, invoiced pro rata in accordance with Article 5.1, on the basis of the maximum number of active Users recorded during the period.

5.3. **Seat commitment.** By way of derogation from Article 4.7 of the General Terms, the number of subscribed Seats, including added Seats, may not be reduced during a Commitment Term. A reduction notified in writing before the end date takes effect at the following Renewal Term.

5.4. **Ramp-up.** The EOF may provide for a schedule setting, for each year of the Initial Term, a distinct number of Seats and amount. Each tier constitutes a firm commitment within the meaning of Article 2.2.

6. Affiliates

6.1. **Beneficiaries.** The Affiliates designated in the EOF may use the Service under the Seats subscribed by the Customer, under the conditions of Article 4.8 of the General Terms.

6.2. **Customer as sole contracting party.** The Customer remains the Provider's sole contracting party and sole debtor. It guarantees (se porte fort) compliance with the Agreement by the Affiliates and is liable for their breaches as for its own. The Affiliates acquire no direct rights against the Provider, subject to the rights granted to them by the DPA as controllers, which they exercise through the Customer; any claim is brought by the Customer and is counted against the single cap in Article 16.2 of the General Terms.

6.3. **Loss of Affiliate status.** Where a company ceases to be an Affiliate, the Customer terminates its Users' access or reassigns the corresponding Seats. This event has no effect on the Commitment Term.

7. Termination and end of commitment

7.1. **No termination for convenience during the commitment.** The Customer may not terminate the Subscription for convenience before the end of the current Commitment Term. It may at any time give written notice of termination, which takes effect **at the end of the current Commitment Term**, without notice period (Article 9.3 of the General Terms).

7.2. **Non-renewal by the Provider.** The Provider may object to renewal by notice sent at least **three (3) months** before the end of the current Commitment Term (Article 9.4 of the General Terms).

7.3. **Consequences of early termination attributable to the Customer.** The Subscription price for the Commitment Term is agreed for its entirety; payment in instalments is a facility granted to the Customer. In the event of early termination by the Customer other than in the cases provided for in Article 7.4, or of termination by the Provider for breach by the Customer, all subscription fees remaining due until the end of the current Commitment Term become immediately payable, such fees being the consideration for the subscribed commitment term and for the price granted in consideration of that term.

This sum is due by reason of the subscribed term, and not of the switch of provider: it constitutes an early termination penalty and not switching charges within the meaning of Article 2, point 36, and Article 29 of Regulation (EU) 2023/2854. For the Enterprise Plan, it is due in the event of early exit under Article 9.6 of the General Terms. Its principle is brought to the Customer's attention in the EOF, before signature.

7.4. **Exits without application of Article 7.3.** Article 7.3 does not apply where the Agreement ends:

- for breach by the Provider (Article 9.5 of the General Terms);
- following the removal of an essential feature (Article 5.5 of the General Terms), an eviction (Article 12.5 of the General Terms) or an uncorrected non-conformity (Article 15.5 of the General Terms);
- following the refusal of a change to the Credit rate schedule (Article 7.6 of the General Terms) or the permanent withdrawal of a connector (Article 10.6 of the General Terms);
- where the total amount of the liability cap has been reached (Article 16.2 of the General Terms);
- for prolonged force majeure (Article 20.2 of the General Terms);
- for repeated failure or prolonged unavailability of the service level (Article 6.6 of the SLA);
- in the event of termination under Article 9.3 of the DPA (unresolved objection to a new sub-processor).

In these cases, sums paid in advance for the unexpired period are refunded where the referenced article so provides.

8. Changes to the terms during the commitment

8.1. **Principle.** Pursuant to Article 19.4 of the General Terms, a change to the General Terms, the EST or the SLA applies to the Enterprise Customer only from the **following Renewal Term**. The Customer may agree in writing that it applies earlier.

8.2. **Exceptions.** The following apply as soon as they come into force, with the notice period of Article 19.2 of the General Terms:

- changes required by law, by an authority or by the security of the Service;

- changes resulting from the decision of a third-party provider (Article 10.9 of the General Terms) or from a change of AI model or AI provider (Article 13.14 of the General Terms), sub-processors being subject to the procedure of Article 9.3 of the DPA;
- changes that are not unfavorable to the Customer.

8.3. **Prices.** Prices remain governed by Article 3.

9. Service level and support

9.1. **SLA.** The Provider undertakes to a **monthly availability of 99.5%** of the Base Service (as defined in the SLA), measured by the Provider, under the conditions of Article 15.2 of the General Terms and the SLA.

9.2. **Sole remedy.** Failure to meet this commitment gives rise only to the **service credit** provided for in the SLA, capped at **ten percent (10%) of the Reference Monthly Fee** for the Month concerned, subject to the case of continuous unavailability of more than seventy-two (72) hours provided for in Article 15.2 of the General Terms. This service credit excludes any other compensation in respect of availability. Failure to meet the SLA does not give rise to a right of termination, except in the cases of Article 6.6 of the SLA.

9.3. **Support.** Support is provided under the conditions of Article 8 of the SLA. The response times set out therein are targets (Article 15.7 of the General Terms). The EOF may provide for a dedicated channel, a designated contact person and a periodic review meeting.

10. Security, audit and questionnaires

10.1. **Measures.** The security measures are those of Article 14.4 of the General Terms and Appendix 2 of the DPA. They may evolve, without reducing the overall level of protection during the Commitment Term.

10.2. **Audit and questionnaires.** The Customer's audit right is exercised under the conditions of Article 13 of the DPA.

- The following are provided **free of charge**, once per twelve (12) month period: delivery of the security documentation and reports available to the Provider, and the response to a security questionnaire (the "**documentary audit**").
- Beyond that, in particular for an on-site audit, an additional audit, an additional or Customer-specific questionnaire, or review meetings, the time spent by the Provider is invoiced at the rate set out in the EOF or, failing that, on the basis of a prior accepted quote. The Customer bears its own costs and those of its auditor.
- The Provider's time is not invoiced where the audit follows a confirmed data breach or a request from a supervisory authority, or where it establishes a breach by the Provider of its obligations under Article 28 of the GDPR (Article 13.4 of the DPA).
- The auditor may not be a Competitor. The audit findings are confidential information of the Provider (Article 18 of the General Terms).

10.3. **Penetration tests.** A penetration test may be carried out only with the Provider's prior written agreement on the scope, window and method (Article 11.3 (iii) of the General Terms), at the Customer's expense. Its results are communicated to the Provider and are confidential.

10.4. **Enterprise authentication.** Single sign-on (SAML/OIDC), automated account provisioning (SCIM) and multi-factor authentication enforced at Organization level do not form part of the Service, unless the EOF sets their availability date.

11. Reversibility and exit assistance

11.1. **Baseline.** Article 17 of the General Terms applies in full to the Enterprise Customer, in particular continuous self-service export (Articles 17.1 and 17.11 of the General Terms), reasonable assistance during the transition period (Article 17.4 of the General Terms) and the absence of switching charges (Article 17.8 of the General Terms). No provision of the EOF or of these terms derogates from it to the extent required by Regulation (EU) 2023/2854, it being specified that Article 7.3 does not constitute switching charges.

11.2. **Retrieval period.** The EOF may extend the retrieval period of Article 17.6 of the General Terms to ninety (90) days, for the price set out therein.

11.3. **Exit assistance.** Services going beyond Article 17 of the General Terms (custom extraction, format transformation, mapping between data models, support for the destination provider, migration into its tool) are **optional**. They are provided on order and invoiced on a time-spent basis, at the rate set out in the EOF or on the basis of a quote. Declining them does not deprive the Customer of any of its rights under Article 17 of the General Terms. The export of Customer Data itself remains carried out by the Customer, on a self-service basis and free of charge (Articles 17.1 and 17.11 of the General Terms).

11.4. **Continuity.** Continuity of the Service in the event of the Provider's failure, including the delivery of a complete export of the Customer Data with interactions included, is governed by Article 12.

12. Continuity of the Service

Continuity of the Service in the event of the Provider's failure is **included** in every Enterprise Plan, at no additional price.

12.1. **Continuity licence.** The Provider grants the Customer, on the date of the EOF, on a non-exclusive, non-transferable and free-of-charge basis, worldwide and for the duration of copyright, subject to Article 12.7, a licence to install, reproduce, adapt, host on an infrastructure of its choice (in particular a virtual private server) and operate the Service, including its source code, **for its internal purposes only** and for the number of subscribed Seats. The licence is **vested upon signature of the EOF**; its **exercise** is suspended until the occurrence of one of the triggering events of Article 12.2.

12.2. **Triggering events.** The licence becomes exercisable in the event of:

- (i) **notification by the Provider of the permanent cessation of operation** of the Service (Article 17.14 of the General Terms);
- (ii) **transfer of the business** to which the Service relates to a transferee that does not continue to provide the Service to the Customer on equivalent terms;
- (iii) **judicial liquidation** of the Provider without continuation of the operation of the Service or takeover of it within **sixty (60) days** of the judgment;
- (iv) **total interruption** of the Service for more than **thirty (30) consecutive days**, not remedied within **fifteen (15) days** of a formal notice.

These triggering events are **factual events**. The opening of safeguard, receivership or judicial liquidation proceedings does not, in itself, constitute a triggering event (Articles L.622-13 and L.641-11-1 of the French Commercial Code).

12.3. **Time limit to come forward.** The Provider or, failing that, the court-appointed administrator, the liquidator or the transferee notifies Enterprise Customers of the occurrence of the triggering event. A Customer wishing to benefit from continuity notifies it in writing to `support@kasar.app`, or to the address stated in that notification, **within sixty (60) days** of that notification. In case (iv), this period runs from the expiry of the formal notice period. Failing notification within this period, the Customer may no longer exercise the licence.

12.4. **Delivery.** The Provider delivers to the Customer, directly or through the escrow agent:

- (a) a **deployment package** comprising the source code of the Service, the container images, the build, configuration and deployment instructions for a private server, the database schema and migration scripts, and the list of necessary third-party services and their minimum configuration;
- (b) a **complete export of the Customer Data** of the Organization, interactions included, in open and machine-readable formats.

In case (i), delivery takes place before the expiry of the notice period of Article 17.14 of the General Terms. In the other cases, or where that notice period has expired or has not been observed, it takes place within **thirty (30) days** of the Customer's notification. The Provider deposits the deployment package with an escrow agent (in particular the Agence pour la Protection des Programmes) and updates it at least **once a year**.

12.5. **Deployment.** The Customer, or a service provider of its choice bound by confidentiality at least equivalent to that of Article 18 of the General Terms, deploys the Service **at its own expense and under its sole responsibility**.

12.6. **Limits.** The licence and the deployment package do not include:

- (a) the subscriptions, licences and access keys of the third-party services necessary for the operation of the Service (hosting, database, storage, AI, transcription, telephony, payment and email delivery providers), which the Customer subscribes in its own name;
- (b) non-transferable approvals granted to the Provider by third-party platforms, in particular Google's verification of access to the Gmail and Calendar APIs;
- (c) support, maintenance and updates;
- (d) any warranty as to the operation of the LinkedIn and WhatsApp connectors.

Features that depend on a third-party service or approval remain unavailable until the Customer has subscribed to or obtained it.

12.7. **Scope.** The licence does not authorize the distribution, marketing or making available to third parties of the source code or the Service, other than to the service provider referred to in Article 12.5. The source code remains the property of the Provider and constitutes confidential information (Article 18 of the General Terms). As long as it is not exercised, the licence ends with the Enterprise Agreement; once exercised following a triggering event, it survives the end of that agreement. Its exercise ends, for the future, if the Provider or a transferee resumes providing the Service to the Customer on equivalent terms.

12.8. **Option: dedicated deposit.** The EOF may provide, for the price set out therein, for a **dedicated deposit** with the escrow agent, comprising the designation of the Customer as named beneficiary, verification of the deposit by the escrow agent and more frequent updates, at the frequency set out in the EOF. Otherwise, continuity remains ensured under Articles 12.1 to 12.7.

13. Liability and insurance

13.1. **Liability.** The parties' liability is governed by Article 16 of the General Terms. Claims by the Customer and the Affiliates are subject to a single cap.

13.2. **Insurance.** The Provider declares that it holds professional liability insurance. It uses reasonable efforts to maintain it for the term of the Agreement and evidences it by a certificate, upon written request by the Customer, at most once a year. This insurance has no effect on the cap in Article 16.2 of the General Terms.

14. Notices

The notices provided for in Article 21.7 of the General Terms are sent, for the Enterprise Customer, to the contact designated for that purpose in the EOF, in addition to the Administrator. Formal notices and termination notices may also be sent by registered letter with acknowledgement of receipt.

Related documents

Document	Role	File
Enterprise Order Form	Signed document, rank 1	`bon-de-commande-entreprise.md`
Enterprise Specific Terms (this document)	Appendix 1 to the EOF, rank 2	`cgv-entreprise.md`
General Terms and Conditions, version 2026-09-28	Appendix 2 to the EOF, rank 3	`cgv.md`
Service Level Agreement (SLA)	Appendix 3 to the EOF, appendix to the EST	`sla.md`
Data Processing Agreement (DPA)	Appendix 4 to the EOF, rank 4	`dpa.md`

The Exportable Data are set out in Appendix 1 to the General Terms. The Privacy Policy (`politique-confidentialite.md`) is an information document: it is not signed and does not form part of the Agreement.