

GENERAL TERMS AND CONDITIONS FOR HARDWARE, THIRD PARTY SOFTWARE AND ASSOCIATED SERVICES

WHEREAS

The Hardware and Third Party Software offered by Cegid are designed to satisfy the needs of the greatest number of Cegid clients. Cegid, in keeping with its obligation to inform and advise its clients, has communicated to the Client a commercial proposal and/or Documentation presenting the Hardware and Third Party Software, which the Client acknowledges it has read. It is the responsibility of the Client, notably on the basis of this information, to ensure the Hardware, Third Party Software and associated services offered by Cegid are complementary to the Client's particular needs and constraints. To this end, prior to accepting the Agreement, the Client may ask Cegid for any supplementary information and/or to attend a demonstration of the Hardware and/or Third Party Software, after which point the Client acknowledges that it has been sufficiently informed of the aforementioned products. Any specification or document prepared by the Client indicating any additional requests shall under no circumstances be taken into account by Cegid for purposes of the Agreement, except upon Cegid's express consent before execution of the Agreement, with the understanding that any agreed-upon specifications or additional requests shall be included as an annex to the Agreement. The Client acknowledges that the Professional Services proposed by Cegid are necessary for the proper use of the Hardware and Third Party Software. It is the responsibility of the Client to assess whether it will use the Professional Services offered by Cegid.

THE FOLLOWING IS THEREFORE NOW PROVIDED AND AGREED:

CLAUSE 1. DEFINITIONS

For implementation hereof, the terms and expressions identified by a capital letter have the meaning indicated below, whether used in the singular or plural.

Agreement: Means either:

- a set of documents including or incorporating by reference the "Description of Items Ordered", the "Order Form" and the "SEPA Mandate" (if applicable and issued), these Terms and Conditions for Hardware, Third Party Software and Associated Services, as well as the Terms of Services and the Technical Prerequisites and any other general terms and conditions applicable to ordered elements referred to in the "Description of Items Orders"; or
- an order placed online that is validated by an authorized signatory of the Client and that includes or incorporates by reference the "Description of Items Ordered" (indicating the quantity and price of such items), the "SEPA Mandate" (if applicable), these terms and conditions, as well as the Terms of Service and the Technical Prerequisites and any other general terms and conditions applicable to ordered elements referred to in the "Description of Items Orders".

These terms and conditions, the Terms of Service and the Technical Prerequisites can be consulted and downloaded from the Cegid website (<http://www.cegid.com/en/terms-and-conditions/>) and may also be sent to the Client upon request. Cegid recommends that the Client read these terms and conditions, the Terms of Services and the Technical Prerequisites, by using this latter means of access, which is permanently available.

Client: Means the entity or individual who is identified as such in the Order Form or online order and who is entering into the Order Form or online order for its or his business or professional purposes.

- Client Data:** Means information and data (including Personal Data), of which the Client is the owner and/or controller and that the Client enters, fills in, transmits, collects, stores and or processes in connection with performance of the Agreement.
- Effective Date:** Means the date that the Agreement comes into effect, as indicated on the signature page on the Order Form.
- Full Service:** Means a financing contract via a third-party business partner.
- Hardware:** Means the information technology equipment as indicated in the “Description of Items Ordered” on Order Form or online order form, or any equivalent hardware.
- Personal Data:** Means any information or data relating to an identified or identifiable natural person as defined in more detail in the applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679 – “GDPR”) and the Data Protection Act 2018 (collectively “Applicable Regulations”) that Client processes in connection with the performance of the Agreement.
- Professional Services:** Means the Cegid professional services to install, configure and otherwise implement the Hardware and/or the Third Party Software offered by Cegid and subscribed for by the Client in the “Description of Items Ordered,” which is subject to a separate terms and conditions for the provision of professional services.
- Service:** Means the support and/or maintenance services provided by Cegid to the Client with respect to the Hardware or the Third-Party Software, as described in the Terms of Service. The Service cannot be performed by Cegid unless the Client has the technical equipment that allows for remote assistance.
- Technical Prerequisites:** Means the latest version of the list of characteristics of the information system or the hardware and computer devices recommended by Cegid and adapted to the use of the Hardware and Third Party Software which must be implemented and complied with by the Client in order for the Hardware or Third Party Software to function under normal conditions of use. The Technical Prerequisites may be amended by Cegid from time to time and the latest updated version will be available on Cegid’s website, which is permanently accessible at: <http://www.cegid.com/en/terms-and-conditions/> or at any other website address that Cegid will communicate to the Client. It is the Client’s responsibility to upgrade its information technology, hardware and software according to any modifications made to the Technical Prerequisites.
- Term:** Means the Initial Term plus any Extended Term.
- Terms of Service:** Means the document describing the specific conditions related to the provision of services. Several Terms of Service may be proposed in light of the level of services offered. Some services may, in the concerned Terms of Services, be subject to provisions concerning duration, invoicing and liability, such provisions derogating and prevailing over the present terms and conditions.
- Third Party Software:** Means the computer programs designed and developed by third parties and for which Cegid holds distribution rights as indicated in the “Description of Items Ordered” or on the online order form. The Third Party Software may include software for operating systems, back-up software, database management software, and more generally anti-virus protection software and office automation software packages or technical environment software packages.
- User:** Means, any natural person authorized by the Client to use or access the Third-Party Software in implementation of the Agreement, as further defined below in Article “Rights Granted”.

CLAUSE 2. ACCEPTANCE OF THE AGREEMENT – PURPOSE

2.1. Acceptance of the Agreement

The Client is deemed to have read the Agreement as defined in Article “Definitions”, and to have duly accepted it without reservation. The Agreement is deemed accepted by the Client upon the latter’s execution of the Order Form and/or of the direct debit authorization in printed form or when the Client concludes an order online making reference to these terms and conditions and acknowledging acceptance of the entire Agreement.

Any modification of these General Terms and Conditions for SaaS Services must be duly accepted and signed by the Parties, failing which, any amendment or alteration made on the pre-printed part of the Agreement (i.e., “Order Form” “Description of Items Ordered”) shall be deemed null and void and without effect.

The Agreement may be accepted by the Client remotely, and the Client acknowledges that faxes bearing the signature of one of the Client’s duly authorized representatives that are received by Cegid constitute evidence of a valid contract and can be enforced by Cegid accordingly. Electronic acceptance of the Agreement has the same probative value between the Parties as a printed agreement. The computerized records stored in the Parties’ archives shall be stored in accordance with reasonable security measures and shall be deemed valid proof of the communications between the Parties. The archiving of contractual documents is made on a reliable, durable support medium which can be validly produced as evidence.

2.2. Purpose

The purpose of this document is to define the terms and conditions under which Cegid will provide to the Client the Hardware, and/or any Third Party Software and/or any associated Services referred to in the Agreement.

CLAUSE 3. EFFECTIVE DATE – TERM

The Agreement takes effect on the Effective Date.

The licenses to use the Third-Party Software are granted for the term defined in the Article “Rights Granted”.

Except as stated otherwise in the Terms of Service or in a Full Service Service, the Service is concluded for an initial term of thirty-six (36) months (Initial Term), commencing upon the delivery of the Hardware or the delivery (or download) of the Third-Party Software, unless terminated earlier in accordance with Clause “Termination”. This Agreement shall automatically extend for twelve (12) months (Extended Term) unless either Party gives written notice to the other Party, not later than three (3) months before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

Cegid, at any point during provision of the Service to the Client (including during Initial Term), may notify Client at least one (1) year in advance, of Cegid’s decision to stop providing the Service with respect to any Hardware or Third Party Software, leading to the termination of the Service with respect to such Hardware or Third Party Software. Any such termination will apply only to the Service specified by the Cegid’s notice, and will not affect any Service performed by Cegid with respect to any other Hardware or Third Party Software.

PROVISIONS CONCERNING THE HARDWARE

CLAUSE 4. DELIVERY – INSTALLATION

4.1. Except as stated otherwise, any ordered Hardware shall be delivered to the address specified in the “Order Form” (heading: Name of Client and location) or in the online order form.

4.2. The Client will be solely responsible for the installation of the Hardware unless it contracts with Cegid for Professional Services.

4.3. The Client will accept Hardware upon first delivery insofar such Hardware conforms to the Agreement.

Should the Client fail to notify Cegid in writing stating the reason for any non-conformity of the Hardware within two (2) days of delivery, the Client shall be deemed to have irrevocably accepted the Hardware without reservation. Client's rejection of a delivery after the specified date will be ineffective, and Cegid shall be entitled to claim the total order amount from the Client.

4.4. Cegid shall remain the owner of the Hardware until the Client has effected payment in full (including the principal and any other related charges). Risk of loss to the Hardware passes to the Client on delivery to the carrier.

PROVISIONS CONCERNING THE THIRD PARTY SOFTWARE

CLAUSE 5. RIGHTS GRANTED

5.1. Third Party Software supplied to the Client under the Agreement remains the property of its third party supplier. No property right in Third Party Software is transferred to the Client. Cegid declares it holds the right to distribute and/or sub-license the Third Party Software.

5.2. Cegid, subject to the provisions of the Agreement, grants to the Client a personal, non-exclusive, non-transferrable and non-assignable right to use the Third Party Software referred to in the "Description of Items Ordered" or in the online order form. The term of the right to use granted in respect of the Third Party Software shall be as defined in the terms and conditions of their supplier. The right to use is granted according to the conditions and limits defined in the "Description of Items Ordered" and "Order Form" or in the online order form and is subject to full payment of the price defined in the "Description of Items Ordered" and "Order" or in the online order form.

5.3. Any increase in the number of Users and/or logical or physical systems and/or work units is subject to Cegid's express prior consent and, if applicable, payment of a supplementary fee at the rate in force. The Client acknowledges and accepts that the scope of the right to use granted for each Third Party Software under this Agreement constitutes a unique and indivisible concession.

5.4. The author concerned reserves the right to correct any errors in the Third-Party Software. The Client shall refrain from any correction of errors, any modification, adaptations or translations of the Third Party Software.

In the framework of the right granted to the Client by Cegid, the Client undertakes not to infringe in any manner whatsoever, directly or indirectly, the property rights of the author of the Third Party Software. Consequently, the Client shall notably refrain from:

- using the Third-Party Software in a manner which is not in accordance with their purpose and the conditions provided in the Agreement, and notably from using such software for non-professional purposes;
- deleting any statement concerning copyright, trademarks or any intellectual property right which may be shown on the Third Party Software;
- making any reproduction or representation of the Third Party Software in any form whatsoever, notably by modification or inclusion in other software or software packages and/or any amendment of the Documentation;
- any reproduction other than a back-up copy when this is necessary to preserve use of the Third-Party Software, subject to informing Cegid accordingly, and provided that any back-up copy remains the exclusive property of their authors;
- making any translation, adaptation, arrangement or modification of the Third Party Software;

- making available to third parties, directly or indirectly under any title whatsoever, and from distributing and marketing the Third Party Software by any means whatsoever (assignment, rent, loan, deposit, shared use, "application service provider", etc) and for any reason whatsoever, whether gratuitously or for consideration, except by prior express written authorization of Cegid or authorization expressly provided in the Terms of Service. Should the Client share a site with third parties, it undertakes to adopt all measures to ensure said third parties cannot benefit from the right to use or access the Third Party Software;
- disclosing any related content ;
- transferring under any title whatsoever, its right to use.

The Client shall act as guarantor for compliance by its personnel and Users with these provisions.

5.5. The Client acknowledges that any use contrary to the intellectual property rights of the suppliers of the Third-Party Software as granted under this Clause, exposes the Client to an immediate termination of the right to use the Third-Party Software, and civil and/or criminal liability for infringement of copyright. The Client remains in all circumstances responsible for any breach of the foregoing undertakings whether caused by its acts or the acts of its employees, service providers or any other person acting on its behalf.

CLAUSE 6. DELIVERY – INSTALLATION

6.1. The Third Party Software will be delivered in object code form, either on a physical medium to the address indicated in the "Order Form" (heading: Name of Client and location) or in the online order form or via a download link.

6.2. The Client will be solely responsible for the installation of the Third Party Software unless it contracts with Cegid for Professional Services.

6.3. The Client will accept Third Party Software upon first delivery or download insofar such Third Party Software conforms to the order. Should the Client fail to notify Cegid in writing stating the reason for any non-conformity of the Third-Party Software within five (5) days of delivery or download, the Client shall be deemed to have accepted the Third-Party Software without reservation. The Client's rejection of a delivery after the specified date will be ineffective, and Cegid shall be entitled to claim the total order amount from the Client. Notwithstanding the foregoing, if the Client has contracted with Cegid to install the Third Party Software, then the conditions for acceptance of Third Party Software described in the general terms and conditions for Professional Services shall apply in lieu of this Clause.

6.4. Cegid shall remain the owner of any physical medium containing the Third Party Software along with any related Documentation until the Client has effected payment in full (including the principal and any other related charges). Nevertheless, the Client assumes any risk of loss, damage, destruction and any liability associated with any sort of damage on the deliverables, which it shall insure as from the date of delivery, until Cegid receives payment in full, up to an amount equal to their value on the day it was lost, destroyed or damaged.

CLAUSE 7. USE OF THIRD PARTY SOFTWARE

The Client alone is responsible for (i) the use of the Third Party Software that is made available to the Client by Cegid under the Agreement, along with (ii) the use of the Third Party Software by any of the Client's Users. In addition, the use of any results obtained by the Client and its Users through the operation of the Third Party Software is under the Client's sole control and direction. The following items fall within the scope of the Client's obligations:

- Any past, present or future decision by the Client to acquire hardware, software packages and any other software from third parties to be used in concert with the Third Party Software. Cegid cannot be held liable for any potential incapability of any third party software with the Third Party Software nor for any resulting malfunction;

- The project management of its installation and maintenance of its information systems where the Client chooses to engage multiple service providers;
- Compliance with Technical Prerequisites (current and future) in order to avoid any harmful consequences such as slow processing times, blockages/outages or alteration of Client Data. Cegid shall not be liable for any damage suffered by the Client due to use of Third Party Software with any other software and/or hardware that is incompatible or does not conform to the Technical Prerequisites;
- Any consequences affecting the Third Party Software, arising from the Client's modification of its installation or its environment; and
- Any configuration of the Third Party Software by the Client, including any resulting malfunction of the Third Party Software, except where Cegid performs the configurations in the course of performing Professional Services.

The Client acknowledges that Cegid is not responsible for the quality, availability or the reliability of any telecommunications networks (regardless of the nature of such networks) or how data transport or internet access may be affected by such networks, even if the internet provider is recommended by Cegid. Cegid is likewise not responsible for any damage suffered by the Client due to:

- Any use of the Third Party Software that does not conform to (i) the Documentation accompanying the Third Party Software, (ii) the Agreement, or (iii) any instruction that Cegid may give to the Client regarding such use;
- Any use of the Third Party Software with other software and/or hardware that is either not compatible with or that does not conform to the Technical Prerequisites; or
- Any action conducted by a third party in connection with the Third Party Software that was not authorized by Cegid in advance.

During any interventions by Cegid, the Client shall remain the custodian of the hardware, software packages, Client Data, files, programs or databases.

CLAUSE 8. AUDIT

Once per year, Cegid may conduct an audit onsite at the Client's premises or remotely in order to ensure that the Client is engaged in the proper use of the license and to verify that the Client is in compliance with the terms of the Agreement.

Cegid will provide written notice to the Client at least fifteen (15) days prior to the audit. The written audit notice will include (i) the identity of the auditor if the auditor is not affiliated with Cegid, and (ii) the Third Party Software and licenses that will be subject to the audit.

The Client agrees to cooperate actively with the audit, particularly by giving access to Cegid to all relevant information and providing the means necessary to conduct the audit. The Client further acknowledges that any expenses that the Client may incur while collaborating to the audit will be borne by the Client.

The results of the audit will be formalized in an audit report completed by Cegid that will be addressed to the Client so that the Client will be aware of the findings and have the opportunity to provide comment within seven (7) days. The audit report will include, where applicable, the necessary regulation.

In cases where the Client contests the audit report, the Parties agree to attempt to solve the dispute amicably before resorting to judicial action.

In cases where the audit report reveals that the Client exceeded its permitted use of a license conferred to the Client under the Agreement, the Client will pay royalties to compensate for the overuse combined with fees covering for the periods since the occurrence of the overuse, as well as to pay for any fees incurred by Cegid in connection with the audit. In addition, if the Client is found to have availed itself of functionalities or options to which it was not entitled, the Client will pay all royalties at the current rate.

The Client agrees to pay any of the aforementioned amounts within thirty (30) days of invoice. If the Client fails to bring its account current within the time period indicated in this Clause, Cegid may terminate the Agreement, thus revoking any licenses granted herein and commence any judicial proceedings as Cegid deems appropriate. Any information concerning the Client that is uncovered during the operation of the audit will be considered Confidential Information, as defined below, and would only be able to be used by Cegid in connection with the audit, the eventual settling of any financial accounts and/or in connection with a judicial proceeding.

CLAUSE 9. COMBATING FRAUD

The Client warrants that it will use the Third Party Software provided by Cegid in compliance with the applicable laws and regulations, particularly concerning tax. Should Cegid be held jointly and severally liable by the tax administration for payment of backdated tax issued following irregular use by the Client of the Services, the Client shall indemnify Cegid against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Cegid arising out of or in connection with the claim of the tax administration against Cegid.

PROVISIONS CONCERNING THE SERVICE

CLAUSE 10. SERVICES

10.1. Cegid shall use reasonable skill and care in supplying the Service.

10.2. The Service is described in the Terms of Service.

10.3. The Client must, in order to allow the proper provision of the Services, comply with the normal conditions of use of the Hardware and/or any Third Party Software in addition to any recommendations made by Cegid. The Client is responsible for complying with the Technical Prerequisites in order to avoid negative consequences such as slow processing times, blockages/outages, alteration of Client Data, etc. As such, the Client acknowledges that noncompliance with the Technical Prerequisites may relieve Cegid of all or a part of its contractual obligations vis-à-vis the Client. The Client is solely responsible for any means (tools, methods, configurations, etc.) used by the Client that are neither furnished nor made available by Cegid under the Agreement. The Client is further responsible for any problems arising from the incompatibility of any external products introduced by the Client with any items ordered under the Agreement, and Cegid shall not be held responsible for any malfunction or disruptions that may arise from practices that do not conform to the Technical Prerequisites. The Client acknowledges that the use of the Hardware and/or any Third Party Software with hardware, software or systems other than those recommended by Cegid in the framework of the Technical Prerequisites could lead to negative results, such as slow processing times, system blockages/outages, alteration of Client Data or other unintended negative consequences. It is therefore the responsibility of the Client to ensure that the Client's hardware and software are updated to conform to any changes made to the Technical Prerequisites.

The Client must notify Cegid by registered mail of any change that the Client makes to its hardware or operating system, and more generally, any changes the Client makes to its system as a whole. Cegid reserves the right to charge the Client for any time Cegid must spend to research the causes of any incidents arising from acts other than (i) those committed by Cegid or (ii) that have resulted from the services that Cegid provides.

10.4. The Client acknowledges that it is responsible for any modifications it makes to the installation of any products provided by Cegid or to the environment in which such products are installed, unless the Client has subscribed to Professional Services.

10.5. The Client acknowledges that the introduction of new information technology tools to a business requires the preparation of the technical structures, work organization and Users. The Client represents that it possesses the necessary expertise to use the Hardware and/or any Third Party Software and that the Client has been fully informed by Cegid that it is responsible for compliance with all the Technical Prerequisites. The Client is aware that it can hire Cegid to provide training on the use of the Hardware and/or the Third Party Software if the Client wishes.

CLAUSE 11. EVOLUTION

11.1. Hardware. If the Client has entered into one or more contracts granting licenses to use any software packages or access to a SaaS service, the Client acknowledges that advances in technology, changes in legislation and changes in the requests of clientele may result in Cegid updating its software packages or its SaaS service as soon as reasonably practical in such a way that the Hardware and/or the Third Party Software in their initial configuration may no longer support Cegid's software packages and/or the SaaS service, for which Cegid declines all liability.

11.2. Third Party Software. The Client also acknowledges that advances in technology, changes in legislation and changes in the requests of clientele may result in the supplier of Third Party Software updating the Third Party Software, which may result in upgrading the Technical Prerequisites. Consequently, all or some of the Client's equipment in its initial configuration may no longer support updates of the Third Party Software, for which Cegid declines all liability.

FINANCIAL PROVISIONS

CLAUSE 12. PRICES AND INVOICES

12.1. Prices

The prices are indicated in the "Description of Items Ordered," the "Order Form," or the online order form. All prices listed are exclusive of VAT and all other charges, taxes, duties or fees payable by the Client under the regulations in force on the date that Cegid's invoice is issued to the Client shall remain the Client's sole responsibility.

12.2. Invoicing Hardware and Third-Party Software

Hardware and Third-Party Software will be invoiced upon delivery or availability for download.

12.3. Invoicing Services

Services are invoiced according to the provisions of the "Order Form" or in the online order form, and shall be payable either annually, quarterly or monthly in advance. For online orders, unless otherwise stated in the Terms of Service, the Service will be invoiced monthly in advance. The first invoice for Services shall be sent upon delivery of the Hardware and the Third Party Software by Cegid, said delivery being presumed to correspond to the date of invoicing for the licenses to use. Cegid will invoice Services on the basis of calendar periods (months, quarters, years) and not anniversary periods. If applicable, the first and/or the last invoice will be invoiced on a pro-rata basis.

Notwithstanding anything to the contrary in the Order Forms and the Terms of Service, Cegid reserves the right to invoice the service annually in advance if the amount of services ordered by the Client is less than one thousand five hundred Pound Sterling (£1,500) per annum (exclusive of taxes). Moreover, if the Client has subscribed to services from Cegid under several agreements, Cegid also reserves the right to invoice the Client for all services ordered under the Agreement, as well as for Services ordered under other agreements in a single invoice, which may be issued annually if the cumulative amount of such invoices is less than one thousand five hundred Pound Sterling (£1,500) per annum (exclusive of taxes).

In cases where a Client has entered into multiple contracts with Cegid and two or more of the contracts have different invoice periods, Cegid reserves the right to invoice the Services under all of the contracts together with a uniform invoicing period, with the understanding that the uniform invoicing period must correspond with the invoicing period of the contract with the highest Pound Sterling payment amount. The provisions of this Clause shall apply to all Services except those Services (i) with variable payment regimes that are invoiced monthly in arrears, or (ii) governed by Terms of Services that have bespoke payment arrangements.

12.4. Price revision

During the Initial Term, Cegid once per calendar year may modify the prices of the Agreement. If a Client refuses a price increase, such Client shall have the right to terminate the Service affected by the price revision by sending notice to Cegid via registered mail within thirty (30) days following the date that the invoice containing the new price is issued. If the Client duly exercises such right, the Services will continue to be provided to the Client according to the previous price until the end of the fifth (5th) month following the date on which the invoice containing the price increase was issued before it ends.

CLAUSE 13. PAYMENT

13.1. Payment of Hardware and Third Party Software

Upon execution of the Agreement, the Client shall pay Cegid the total amount for Hardware and Third Party Software inclusive of any taxes if the total amount is less than or equal to one thousand five hundred Pound Sterling (£1,500) per annum (exclusive of taxes). If the total amount of items ordered (excluding Services) exceeds one thousand five hundred Pound Sterling (£1,500) per annum (exclusive of taxes), the Client shall pay Cegid, upon execution of the Agreement, by wire transfer or direct debit, a minimum advance of thirty percent (30%) of the total amount of items ordered (exclusive of Services); said advance shall not be less than one thousand five hundred Pound Sterling (£1,500) per annum (exclusive of taxes). For online orders, no advance payment shall be effected by the Client.

Unless already paid by the Client according to the provisions set forth hereinabove, the Client shall pay any invoices (excluding Services) due Cegid without discount within thirty (30) days of the invoice's issuance date, by either wire transfer or direct debit. In respect of online orders, the Client shall pay any invoices due Cegid (exclusive of any Services) upfront by bank card or without discount within thirty (30) days of the invoice's issuance date, by direct debit. Notwithstanding the foregoing, with respect to online orders made by Clients placing their first order ever with Cegid, the Client shall pay any invoices due Cegid upfront by bank card without discount.

13.2. Payment of Services

Any invoices due Cegid in relation to any Services (including Services ordered online) shall be paid by the Client by direct debit without discount within thirty (30) days of the invoice's issuance date. The Client agrees to provide its bank details (IBAN and BIC) and to complete the SEPA Mandate in paper or electronic form (the Client is free to choose between the printed SEPA Mandate form or the electronic form where both forms are made available to the Client by Cegid). If the Client decides to use the SEPA Business to Business Direct Debit Mandate, the Client must be sure in advance that its credit establishment is able to handle such a request. If the SEPA Mandate is in place, and if the Client successively signs several Agreements and chooses to pay Cegid by direct debit each time a payment is due, the Client shall thereby accept that each of the contracts will be regulated by an authorization of a single direct deposit, of which the amount may vary, in light of the addition and termination of other contracts over time. The provisions of this Clause will apply to all Services except for Services governed by Terms of Service that have bespoke payment terms provisions.

13.3. Client own custom

Should the Client wish Cegid to comply with any of the Client's particular methods concerning the payment of invoices issued under the Agreement (for example, the inclusion of a particular reference on each invoice or the implementation of a particular communication process with respect to such invoices, etc.), the Client must notify Cegid of such particularities before execution of the Agreement so that Cegid can take such requests into account and potentially include such particular provisions into specific terms and conditions to the Agreement. Failure on the Client's part to provide such notice to Cegid before execution shall under no circumstances constitute grounds for nonpayment or delay in payment by the Client of any invoices due to Cegid.

13.4. Payment default

Should the Client default on its obligation to pay the price agreed between the Parties, Cegid reserves the right fifteen (15) days after sending notice formally demanding payment via registered mail (and provided that the Client makes no payment or only a partial payment after receipt of such formal demand), to immediately suspend the Client's right to use the Hardware and/or the Third Party Software and any other existing services until payment of the full amount due is remitted, and/or to terminate the Agreement as of right without any need for any further formal notice, without prejudice to any other recourse which Cegid may have against the Client to obtain compensation for the loss suffered by the default.

Moreover, Cegid may invoice interest for late payments equal to 5 percentage points above HSBC PLC's base rate from time to time without any prior reminder or formal notice being necessary. The interest will be calculated per day of delay from the due date until payment of the overdue sum, including interest, whether before or after judgement. If the Client fails to make a payment due to Cegid under this Agreement, the Client shall also pay Cegid, as liquidated damages, £40 for the collection costs incurred by Cegid. The Parties confirm that these liquidated damages are reasonable and proportionate to protect Cegid's interest in collecting the overdue amount.

Nonpayment by the Client of an invoice that is due shall entitle Cegid to require payment of all other outstanding invoices, even if they are not yet due.

All fees following the bank's rejection of Client's payment shall remain the financial responsibility of the latter.

13.5. General

Cegid reserves the right to decide how partial payments made by the Client are deducted from amounts due to Cegid. The Client shall refrain from any set-off with amounts which may be due to it from Cegid under the Agreement, or any other agreement which may exist between the Parties, without the prior written agreement of Cegid.

GENERAL PROVISIONS

CLAUSE 14. CLIENT DATA AND SECURITY

Provisions pertaining to protection and security of Personal Data are inserted in Annex "Protection of Personal Data Policy".

The Client is responsible for adopting all the necessary precautions to ensure the security, confidentiality and integrity of all Client Data it may process directly or indirectly during use of the Hardware, Third Party Software or Service and particularly for ensuring the timely implementation of all measures necessary for backing up and retrieving its Client Data. In this regard, the Client is solely responsible for backing up the Client Data which it processes or archives and acknowledges that it is the Client's responsibility:

- to prepare backups of data throughout all phases of conduct of the project at a regular frequency appropriate for its business operations; and
- to regularly verify the content of the back-ups made.

Prior to any intervention by Cegid, the Client undertakes to prepare a backup of all its Client Data. In addition, the Client shall adopt all useful measures to protect its information system, including against viruses, worms and other hostile intrusion processes. Operations for retrieval or reconstitution of Client Data, programs or files which are lost or deteriorated are beyond the scope of the Agreement.

CLAUSE 15. COOPERATION

Satisfactory performance of the Agreement and proper provision of the Service requires active and continuing cooperation in good faith between the Parties. Consequently, each of the Parties undertakes to:

- actively commit to fulfillment of its obligations under the Agreement;

- refrain from any conduct which could affect and/or hinder fulfillment of the other Party's obligations;
- provide by a mutually agreed-upon date, all information and documents necessary for implementation of the Agreement;
- alert the other as quickly as possible in the case of difficulty and agree on deploying the best possible solution as promptly as possible.

The Parties shall meet as frequently as necessary to ensure satisfactory conduct of the Agreement and more particularly to verify the correct and proper provision of the Service.

Specifically, it is the Client's responsibility to send Cegid all information concerning the Client that is necessary for the proper provision of the Services provided and to inform Cegid of any difficulties of which it may become aware or which its knowledge of its field of activity enable it to foresee as the Services are implemented.

In addition, the Client will retain competent, qualified and trained Users throughout the entire duration of implementation of the Agreement.

CLAUSE 16. LIABILITY – INSURANCE

16.1. Indemnity

The Client shall defend, indemnify and hold harmless Cegid against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services and/or Documentation, provided that:

- the Client is given prompt notice of any such claim;
- Cegid provides reasonable co-operation to the Client in the defense and settlement of such claim, at the Client's expense; and
- the Client is given sole authority to defend or settle the claim.

16.2. Liability

Except as expressly and specifically provided in this Agreement:

- the Client assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Client, and for conclusions drawn from such use. Cegid shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Cegid by the Client in connection with the Services, or any actions taken by Cegid at the Client's direction;
- all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
- the Services and the Documentation are provided to the Client on an "as is" basis.

Nothing in this agreement excludes the liability of Cegid:

- for death or personal injury caused by Cegid's negligence; or
- for fraud or fraudulent misrepresentation.

Subject to the aforementioned:

- Cegid shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
- Cegid's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total fees paid by the Client for the Services during the 12 months immediately preceding the date on which the claim arose.

The Parties acknowledge that the prices of the Agreement reflect the distribution of risks under the Agreement and the economic balance sought by the Parties, and that the Agreement would not have been concluded under these conditions without the liability limitations defined herein. The Parties expressly agree that the foregoing liability limitations shall apply including after termination of the Agreement.

16.3. Insurance

Cegid undertakes to maintain in force a professional indemnity insurance policy covering damages which may occur during performance of the Agreement.

CLAUSE 17. WARRANTIES

The Client expressly acknowledges that Cegid did not manufacture the Hardware nor is it the supplier of the Third Party Software. To the maximum extent permitted by applicable laws, Hardware and Third Party Software supplied hereunder shall benefit solely from the warranties provided directly by their respective manufacturer or suppliers, under the conditions provided by such manufacturer or suppliers.

The Client acknowledges that, to benefit from said warranties, it shall be responsible for taking all necessary actions directly with the manufacturers or suppliers referred to above, whose contact details will be supplied on request by Cegid. To the maximum extent permitted by applicable law, Cegid disclaims all liability with respect to warranties provided by manufacturers or suppliers of Hardware or Third Party Software and with respect to actions of third party service providers providing assistance or maintenance for the Hardware or Third Party Software.

The Client shall indemnify and hold Cegid harmless against any action by a third party arising out of or related to use by Cegid of any software package or software made available to Cegid by the Client pursuant to the Agreement. In this regard, the Client shall pay all damages which may be awarded against Cegid. To the maximum extent permitted by applicable laws, any other warranty other than those identified in this Clause are expressly excluded.

CLAUSE 18. TERMINATION

18.1. Termination of the Agreement for breach

Each Party may terminate the Agreement as of right for cause if the other Party commits a material breach of the Agreement, without prejudice to any other rights and remedies available under the Agreement. Termination of the Agreement shall take effect three (3) months after receipt by the defaulting Party of a registered mail detailing the breach, unless the latter proves it has remedied the breach before the end of the notice period.

18.2. Effect of termination

In the event of termination for breach by the Client, the Client shall be liable to Cegid for (i) any outstanding invoices on the date of termination, and for (ii) an indemnity equivalent to all the monthly installments to be invoiced for the Service up until the contractual expiration date.

CLAUSE 19. FORCE MAJEURE

Neither Party shall be responsible for a breach of any of its contractual obligations if it was prevented from fulfilling said obligations by a Force Majeure Event.

Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent; collapse of buildings, fire, explosion or accident; any labor or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this Clause, or companies in the same group as that party); non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this Clause); and interruption or failure of utility service, telecommunication services and telecommunication networks (other than by companies in the same group as the party seeking to rely on this Clause).

In these cases, the Party invoking the Force Majeure Event shall notify the other Party by registered mail as promptly as possible of the occurrence of such event and the necessary extension of the deadlines for fulfillment of its obligations.

If the impediment is temporary, fulfillment of the obligation is suspended until the Party invoking the Force Majeure Event is no longer impeded by such event. The Party invoking the Force Majeure Event shall keep the other Party informed and undertakes to make every effort to limit the duration of the suspension. If the suspension continues beyond three (3) months, either of the Parties may terminate the Agreement without liability by notice to the other Party by registered mail.

If the impediment is permanent, the Agreement is terminated as of right and the Parties are discharged of their obligations.

CLAUSE 20. CONFIDENTIALITY

All documents, all data (including Client Data), all deliverables and/or all know-how whether covered or not by intellectual property laws, irrespective of their form or nature (commercial, industrial, technical, financial, etc.), disclosed by one Party (the "Disclosing Party") to the other Party (the "Recipient"), or of which they have knowledge during implementation of the Agreement, including without limitation the terms of the Agreement, shall be considered confidential (hereinafter the "Confidential Information").

Confidential Information does not include information which (i) was in the possession of the Recipient prior to its disclosure by the Disclosing Party provided said possession was not the direct or indirect result of unauthorized disclosure of the information by a third party, (ii) is public on the date of acceptance of the Agreement, or which is made public after said date, provided it is not made public due to breach by the Recipient of its confidentiality obligations under the Agreement, or (iii) is regularly and legally acquired independently of the Agreement by the Recipient.

The Recipient will refrain from using the Disclosing Party's Confidential Information other than for the purpose of implementing the Agreement, to protect the Disclosing Party's Confidential Information and not to disclose it to third parties other than its employees, affiliated companies and subcontractors who have a need to know for the purposes of the Agreement, without the prior written consent of the Disclosing Party. The Parties will adopt all necessary measures to ensure that their employees, affiliated companies and subcontractors with access to Confidential Information are aware of the confidential nature of the Confidential Information communicated and that they comply with the obligations in this Clause.

Notwithstanding the foregoing, the Recipient may disclose the Disclosing Party's Confidential Information as required by the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Recipient, unless prohibited by law, will provide the Disclosing Party sufficient notice to allow the Disclosing Party to seek a protective order or similar relief. The Recipient will limit disclosure under this paragraph to the portion of the Disclosing Party's Confidential Information it reasonably believes it is required to disclose.

Before a Party discloses any Confidential Information pursuant to this Clause it shall, to the extent permitted by law, use all reasonable endeavors to give the other Party as much notice of this disclosure as possible.

If a Party is unable to inform the other Party before Confidential Information is disclosed pursuant to this Clause it shall, to the extent permitted by law, inform the other Party of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

Any violation of the undertakings in this Clause by the Recipient will constitute a material breach of its obligations for which the Recipient shall be fully liable and shall indemnify the Disclosing Party for the loss suffered.

The Parties undertake to comply with the obligations under this Clause throughout the entire term of the Agreement and for a period of five (5) years after termination or expiration of the Service.

In this regard, once the Agreement has expired or is terminated, each Party shall return to the other Party all documents containing Confidential Information, or warrant to the other Party the destruction of all Confidential Information in its possession. Under no circumstances may a copy of documents containing Confidential Information be retained by a Party, except by exceptional and written agreement of the other Party.

CLAUSE 21. SUBCONTRACTING

The Client accepts that Cegid may freely, without prior formality, subcontract all or some of its obligations under the Agreement. In the event of subcontracting, Cegid shall remain solely responsible for compliance by subcontractors with the obligations imposed by the Agreement.

The Parties agree that provisions pertaining to data sub-processors are subject to Applicable Regulations and are inserted in Annex "Protection of Personal Data Policy".

CLAUSE 22. ASSIGNMENT

The Agreement, including the rights and obligations provided thereto, may be assigned by the Client, whether in whole or in part, for consideration or otherwise, subject to prior written consent of Cegid.

Cegid may assign, mortgage, charge, subcontract, delegate, declare a trust over, freely transfer, or deal in any other manner the Agreement by giving notice, including the rights and obligations provided thereto, without formalities. Upon written notice of the assignment to the Client, Cegid shall be discharged of any obligations under the Agreement and shall not be held jointly and severally liable for implementation of the Agreement by the assignee.

CLAUSE 23. MISCELLANEOUS PROVISIONS

23.1. Independence of the Parties

The Parties are and will act as independent contractors. Nothing in the Agreement may be construed or implied to create an agency, association, partnership or joint venture. At no time will either Party make any commitments or incur any charge or expense for or in the name of the other.

23.2. Entire Agreement

The Parties acknowledge that the Agreement, and all other terms and conditions incorporated by reference herein, contains all the terms agreed between the Parties concerning the subject matter of the Agreement, and replace all prior, whether verbal or written, undertakings concluded between the Parties concerning the subject matter hereof. The Agreement prevails over any other document, including any general terms and conditions of purchase of the Client.

23.3. Amendments

Except for the Terms of Services which may be amended by Cegid pursuant to the procedure defined in the Article "Amendments of Terms of Services" and the Technical Prerequisites which may be upgraded, the Agreement shall not be modified or amended except by written amendments signed by duly authorized representatives of the Parties.

The Parties have assessed the risks associated with the performance of the Agreement, which they accept, and waive any re-negotiation of the terms whatever the circumstances.

23.4. Headings

The headings of the Agreement are inserted solely to facilitate reading of the contractual documents. Should the heading of a paragraph or a Clause in a contractual document distort understanding of the text, the text of the paragraph or Clause alone shall be considered and not its heading.

23.5. Severability

If any provision of the Agreement or its application to any person or circumstances is to any extent invalid or unenforceable, the remainder of the Agreement, or the application thereof to any person or circumstances other than those as to which it is invalid or unenforceable, will not be affected, and each provision of the Agreement will be valid and enforced to the fullest extent of the law.

23.6. Non-waiver

Failure by either Party to enforce any right pursuant to the Agreement shall not be construed as the waiver of such right and shall not affect that Party's right to later enforce it.

23.7. Know-how

Each Party shall remain the owner of the know-how it possesses independently of the Agreement or the know-how it may acquire during performance of the Agreement, and shall remain free to use it. Cegid is free to perform similar services on behalf of other clients. Neither of the Parties may claim any right whatsoever over the know-how of the other Party.

23.8. Commercial Reference

The Client authorizes Cegid to freely cite the Client name and use and/or reproduce the Client logo and/or trademarks as a commercial reference in commercial documents and press advertisements in any form whatsoever, on any support medium, and on documents used and/or prepared by Cegid in the framework of the Agreement.

23.9. Compliance

The Client represents that it shall not, and shall not permit any of its subsidiaries or affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents, to engage in any activity, practice or conduct which would constitute an offence under ethics, anti-bribery and anti-corruption applicable laws and regulations including without limitation the OECD Convention, the US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act 2010 (Bribery Act).

The Client notably represents that it shall not use any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, made, offered or authorized any unlawful payment to foreign or domestic government officials or employees, whether directly or indirectly, or made, offered or authorized any unlawful bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment, whether directly or indirectly.

Should the Client become aware of a breach of this Clause, the Client shall notify Cegid within twenty four (24) hours on becoming aware of such breach.

23.10. Exports

The Client undertakes to comply strictly with export control laws and regulations applicable, including without limitation in France, in United-Kingdom, in European Union and in the United States.

CLAUSE 24. APPLICABLE LAW AND JURISDICTION

THIS AGREEMENT AND ANY DISPUTE OR CLAIM (INCLUDING NON-CONTRACTUAL DISPUTES OR CLAIMS) ARISING OUT OF OR IN CONNECTION WITH IT OR ITS SUBJECT MATTER OR FORMATION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF ENGLAND AND WALES.

FAILING REACHING AN AMICABLE RESOLUTION, EACH PARTY IRREVOCABLY AGREES THAT THE COURTS OF ENGLAND AND WALES SHALL HAVE EXCLUSIVE JURISDICTION TO SETTLE ANY DISPUTE OR CLAIM (INCLUDING NON-CONTRACTUAL DISPUTES OR CLAIMS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER OR FORMATION.

APPENDIX “Protection of Personal Data Policy (exclusive of SaaS services)”

This protection of personal data policy (“**Appendix**”) applies to the processing of Personal Data in the context of the **Agreement**.

It is hereby agreed that this Appendix is incorporated into the terms of the Agreement. Any term not defined in this Appendix has the meaning given to it in the Agreement. The terms “**Personal Data**”, “**process**”, “**processing**”, “**processor**”, “**transfer**”, “**controller**” shall have the meaning given to them under the Applicable Regulations.

1. General Principles:

1.1 Pursuant to the Applicable Regulations and in the context of the Agreement:

- The Client is data controller of the Personal Data or, when applicable, data processor of its own clients;
- Cegid is data processor of the Personal Data, processing exclusively on behalf and only on documented instructions from the Client.

1.2 The Parties recognize that the Agreement, as well as the use of the Service and its functionalities, in accordance with the Agreement and any applicable terms and conditions, form the documented instructions of the Client.

Any additional instruction concerning the processing of Personal Data by Cegid shall be provided by the Client in written form. The instruction specifies the purpose of processing and the operation to be performed by Cegid, provided that the Client agrees beforehand on the estimate from Cegid for the additional instruction.

Cegid shall inform the Client in a period of five (5) days from the date of the receipt from Cegid of the instruction by any means, if, in its opinion, an instruction infringes the Applicable Regulations.

1.3 The Client recognizes that it has the exclusive control and knowledge, and notably, of the origin of the Personal Data processed for the specific purpose of the Agreement. Consequently, the Client shall fulfil its obligations as data controller.

1.4 Cegid will delete the Personal Data and copies thereof in accordance with the Agreement, unless the Applicable Regulations require storage of the Personal Data.

1.5 The Client shall inform Cegid, when signing the Agreement, of the person to contact for all information, communications, notifications, or requests made in respect of the Appendix. If the Client does not provide Cegid with this information, the signatory will be considered as the relevant contact person.

1.6 If it is strictly necessary for the performance of the Agreement, Cegid may transfer Personal Data provided that the Client is informed beforehand of such transfer. In any case, Cegid shall not transfer Personal Data, without implementing the appropriate safeguards in application of article 46 of the GDPR, outside:

- the European Union;
- the European Economic Area;
- a third country or territory recognized by the European Commission as ensuring an adequate level of protection in application of the Applicable Regulations, including companies established in the United States of America certified under the “Privacy-Shield” framework.

In any case, the Personal Data entrusted to Cegid is localized at one or more sites in the European Union.

2. Security of Personal Data

2.1 In accordance with article 32(1) of the GDPR, the Client and Cegid shall implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

The measures taken by Cegid are listed in a security measures document, an updated version of which is available to the Client upon request.

2.2 Cegid ensures that persons authorized to process the Personal Data have committed themselves to confidentiality.

3. Cooperation with the Client

3.1 Cegid shall communicate to the Client without undue delay after receiving any request, notice of investigation or complaint from any data subject concerning the processing of Personal Data under the Agreement (“**Data Subject Requests**”).

Acting as data controller, the Client shall remain solely responsible for the answer to be provided to Data Subject Requests and Cegid shall not answer any Data Subject Requests. Notwithstanding the foregoing and taking into account the nature of the processing of the Personal Data, Cegid shall upon request, assist the Client in the fulfillment of the Client’s obligations in responding to Data Subject Requests. Client acknowledges that Cegid will use appropriate technical and organizational measures in providing any such assistance, insofar as this is reasonably possible.

3.2 Upon written request from the Client, Cegid shall provide the Client, at the expenses of the latter, with all the useful information in its possession for the purpose of assisting the Client, as data controller, to satisfy the privacy impact assessment requirements of the Applicable Regulations. Any such privacy impact assessment shall be carried out by and under the sole responsibility of the Client and subject to the prior consultation before the French supervisory authority (CNIL).

4. Notification of Data Breach

4.1. Cegid shall notify the Client without undue delay after becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed (“**Data Breach**”).

4.2. Cegid shall provide the Client without undue delay after the notification of the Data Breach and insofar as this is possible, the following information:

- the categories and approximate number of data subjects concerned
- the categories and approximate number of Personal Data records concerned;
- describe the likely consequences of the personal data breach;
- describe the measures taken or proposed to be taken by Cegid to address the Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

5. Processor

5.1 Cegid may engage a sub-processor for the processing of Personal Data that is, in Cegid’s sole discretion, strictly necessary for the performance of the Agreement.

5.2. Cegid shall only engage sub-processors that provide sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the Applicable Regulations.

5.3. Cegid shall by way of written agreement impose obligations substantively equivalent to those set out in the Agreement and in the Applicable Regulations on its sub-processors. Cegid shall remain fully liable to the Client for the performance of that sub-processor's obligations.

5.4. Cegid may only engage a sub-processor which:

- is established in one of the member states of the European Union or the European Economic Area, or;
- is established in the United States of America and is Privacy Shield certified, or;

- proposes one of the appropriate safeguards pursuant to article 46 of the GDPR.

5.5. The list of the sub-processors of Cegid shall be provided on written request. Cegid shall inform the Client of any addition or replacement of sub-processors as soon as possible. This information constitutes the information to the Client as specified in article 1.6 of this Appendix.

The Client may object in writing to such addition or replacement within a period of ten (10) business days from receipt of the information.

The absence of objection from the Client after this period shall be considered acceptance of the sub-processor.

In case of objection from the Client, Cegid may provide the Client with elements that could lift its objections. If the Client maintains its objections, the Parties shall discuss in good faith of the continuation of the Agreement.

6. Compliance and audit

On request, Cegid will send to the Client any document reasonably necessary to demonstrate Cegid's compliance with its obligations as a processor under the Agreement by e-mail. Any other method for sending these documents will be at the Client's expense.

The Client may request additional verification from Cegid if the documents provided do not enable it to verify Cegid's compliance with its obligations as a processor under the Agreement. In such case, the Client should make a written request to Cegid, by registered letter with acknowledgement of receipt, in which Client justifies its request for further information. Cegid shall answer the Client as soon as possible.

If, despite Cegid's answer, the Client questions the veracity or completeness of the information provided or, in the event of imminent risks to the security of Personal Data, the Client may carry out an on-site audit subject to compliance with the following conditions ("**Audit**"):

(i) the Client makes a written request for an on-site Audit to Cegid, by registered letter with acknowledgement of receipt, by justifying and documenting its request;

(ii) Cegid shall provide a response to the Client specifying the scope and conditions of the on-site Audit. Since the security of Cegid's information system and data centers is subject to restricted access, the scope of an on-site Audit will be limited to the operations and systems Cegid uses for the processing of Personal Data entrusted to Cegid by the Client under the Agreement;

(iii) The Audit shall not exceed two (2) business days which will be invoiced by Cegid to the Client at the rates in effect at the time the Audit is carried out;

(iv) This Audit may be carried out by the Client's internal auditors or may be entrusted to any service provider chosen by the Client, that is not a competitor of Cegid;

(v) Auditors must make a formal commitment not to disclose information collected at Cegid regardless of how it is obtained. A non-disclosure agreement must be signed by the auditors and communicated to Cegid before the Audit takes place.

As part of the Audit, Cegid will provide access to its premises, and to the documents and persons reasonably necessary for the auditors to conduct the Audit in satisfactory conditions. The Client and/or the Auditors (as the case may be) must make reasonable endeavors to minimize any disruption to Cegid's business operations including the operation of the Service.

The Audit report must be made available to Cegid by the auditors before being finalized, so that Cegid can submit any comments, and the final report must take into account and respond to these comments. The Audit report will then be sent to Cegid and discussed at a meeting between the Parties.

In the event that the final Audit report reveals any breach of the commitments made in relation to the Service, Cegid shall propose a corrective action plan within twenty (20) business days of the meeting between the Parties.

For the purposes of this clause, "business day" means a day between Monday and Friday which is not a public holiday in metropolitan France.

Subject to material changes of circumstances and events which justify the implementation of an Audit at shorter notice, Audits may be carried out by the Client on Cegid's site only once during the initial period of the Agreement, and subsequently only once per renewal period.

7. Description of the processing

The nature of the Personal Data processing, the purpose of the processing, the Personal Data processed, the category of data subject concerned and the duration of the processing are described in the dedicated document available on the online client portal.