

***Software Licence and Services Agreement
General Terms and Conditions***

ARTICLE 1 - IMPORTANT NOTES REGARDING THE SOFTWARE PACKAGES

1.1. The Software Packages offered by Cegid are standard products designed to meet the needs and requirements of the largest number of software users.

1.2. It is the Client's responsibility, prior to acceptance of the Agreement, to verify that the Software Packages comply with its needs and constraints and, for that purpose, to request the necessary information from Cegid, such as documentation, presentations, or demonstrations. If no such request is made, the Client acknowledges that it has been sufficiently informed regarding the Software Packages' features, functionalities, characteristics, and constraints.

1.3. In fulfilling its duties under the Agreement Cegid shall not be bound to comply with any specification or document stating needs and requirements that has been prepared by or on behalf of the Client. Cegid may provide an adaptation of the Software Packages in accordance with the needs and requirements stated by the Client, only pursuant to a special agreement not governed by these General Terms and Conditions.

1.4. Support and Maintenance Services and Professional Services offered by Cegid are necessary to the proper use of the Hardware and the Software Packages. Consequently, the Client is responsible, in view of its needs and requirements, to evaluate whether the use of the Support and Maintenance Services and Professional Services is appropriate.

1.5. The Client must fulfil the Technical Prerequisites as recommended by Cegid. The Client is responsible for ensuring changes in its hardware and software in conformance to changes in the Technical Prerequisites.

ARTICLE 2 - DEFINITIONS

For purposes of these General Terms and Conditions, the following terms are to be understood to have the meanings defined hereinafter:

AFFILIATE: in respect of either party i.e. Cegid or the Client, any person or entity that Controls, is Controlled by, or is under common Control with, such party, and "Control" or "Controlled by" means ownership of more than fifty per cent (50%) of the voting stock, shares or interests of such entity.

AGREEMENT: the entire set of documentation consisting of the documents enumerated in Article 3.1.

CEGID: The Client's counterparty in the Agreement.

CEGID SOFTWARE PACKAGE: Standard management software package, marketed by Cegid, including the documentation containing procedures and instructions for its use. Cegid Software Package can only be recommended in a country for which the Client has acquired a Country Package (as defined in the Terms of Support and Maintenance Services) in the "Description of the items ordered" part or in the online order.

CLIENT: the person or legal entity who purchases the Software Packages, Third Party Software, Support and Maintenance Services and/or Professional Services from Cegid.

GENERAL TERMS AND CONDITIONS or GTC: means the general terms and conditions set out herein.

HARDWARE: Computer hardware designated in Part "Description of the items ordered", or equivalent hardware, that enables operation of the Software Packages. The Client may purchase the Hardware from Cegid.

INTELLECTUAL PROPERTY RIGHTS: any patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and any other similar intellectual property rights, whether registered or unregistered and all applications for the same, anywhere in the world.

LICENCE FEE: means the fee set out in Part "Description of the items ordered" of this Agreement.

PROFESSIONAL SERVICES: Professional Services offered by Cegid and purchased by the Client. They are described in the Terms of Professional Services.

ORDER: the Order at Part "Order" of the Agreement setting out the Client's order for Software Packages, Third Party Software, Support and Maintenance Services and Professional Services.

THIRD PARTY COMPONENT: any third party software product or service provided by Cegid to Client with the Cegid Software Package (embedded or not) or services or any open source or other publicly available software or component. All Third Party Components are provided AS IS, without representation or warranty of any kind, express, statutory or implied.

SOFTWARE PACKAGE: means together a Cegid Software Package and Third Party Component.

SUPPORT AND MAINTENANCE SERVICES: support and maintenance services provided by Cegid and described in the Terms of Support and Maintenance Services. The Support and Maintenance Services do not include the supply of adaptations and/or evolutions to the Software Package that may be necessary as a result of changes in the applicable law and regulations except to the conditions applicable to the Cegid Software Package "Yourcegid Retail Y2 for which the Client has ordered the Country Package services as set forth under the Article "COUNTRY PACKAGE" of the Terms of Support and Maintenance Services.

TECHNICAL PREREQUISITES: list of hardware and devices recommended by Cegid as suitable for use of the Software Package, that the Client must implement and comply with. This document is available at <http://www.cegid.com/uk/terms-conditions/>.

TERMS OF PROFESSIONAL SERVICES: document issued by Cegid and describing the content of Professional Services to be supplied by Cegid to Client. The Client may access to Terms of Professional Services by request sent to Cegid.

TERMS OF SUPPORT AND MAINTENANCE SERVICES: document describing the special terms and conditions for the providing of Support and Maintenance Services. Terms of Support and Maintenance Services may differ depending on the Support and Maintenance Services selected by the Client and to be supplied by Cegid. Certain Support and Maintenance Services may be subject to special provisions regarding term, billing, and liability that shall prevail over the provisions of these General Terms and Conditions. Such provisions will be detailed in the relevant Terms of Support and Maintenance Services and available at <http://www.cegid.com/uk/terms-conditions/>.

THIRD PARTY SOFTWARE: the software defined in the Order (not including any Cegid Software Package and Third Party Component) developed by a third party and for which Cegid has been granted with the right to distribute it to its own clients. Third Party Software may include, without distinction, operating system, backup, and database management software as well as, in general, antivirus software and office or technical environment applications.

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USERS: a member of the Client's staff/employees who is authorised by the Client to access, or may have access, to the Software Package or a physical or material device, for internal use in accordance with the scope of Named Users referred to in Article 5.4 below.

ARTICLE 3 - AGREEMENT AND ACCEPTANCE

3.1. The Agreement shall consist of all the following contractual documents, in hard copy:

- Part "Description of the items ordered";
- Part "Order";
- Part "General Terms and Conditions", as completed, if necessary, by the Technical Prerequisites, the Terms of Professional Services, and the Terms of Support and Maintenance Services. Except if otherwise expressly provided in the Terms of Professional Services, these General Terms and Conditions shall prevail over any other contractual document; and
- Part "Specific Terms and Conditions", if necessary, to complete these General Terms and Conditions.

The documents governing and describing the Support and Maintenance Services and the Professional Services, specifically the Terms of Support and Maintenance Services and the Terms of Professional Services, will be sent to the Client upon formal request sent to Cegid by registered mail. Cegid recommends that the Client review said documents which are freely available and downloadable on Cegid's website (<http://www.cegid.com/uk/terms-conditions/>). All clarifications and additional information provided by Cegid relating to the Agreement, and brought to the attention of the Client by any means, unless these have been expressly contradicted by the Client prior to signing the Agreement, shall be considered to have been accepted by the Client and constitute an integral part of the Agreement.

3.2. The Client acknowledges that it has reviewed the terms of the Agreement and accepts these without reservation.

3.3. The Agreement is executed by the signing of the Order, referencing these General Terms and Conditions and constituting acceptance of the entire Agreement.

3.4. For purposes of long distance or counterparts acceptance of the Agreement, the Client acknowledges and agrees that faxes bearing the signature of one of its authorised representatives or agents or scanned copies of the signed document, which are received by Cegid, are valid as written proof and may be validly enforced by Cegid.

3.5. Acceptance to the Agreement through an electronic means is fully enforceable like an acceptance through a hard copy. Electronic records stored in computer systems will be kept under reasonable conditions in order to ensure the security of the transaction and may be used freely as proof of communications that occurred between the Parties.

Storage of contractual documentation will be effectuated on a reliable and sustainable support which will enable the documents to be used as proof.

3.6. The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

3.7. Each party agrees that it shall have no remedies in respect of any representation or guarantee (whether made innocently or negligently) that is not set out in the Agreement.

3.8. No variation to any part of the Agreement shall be effective unless the same is confirmed in writing and signed by Cegid.

ARTICLE 4 - PURPOSE

The purpose of these General Terms and Conditions is to define the terms and conditions under which Cegid agrees to supply to the Client the Software Packages, Third Party Software, Hardware, Professional Services, and Support and Maintenance Services detailed in the Agreement.

ARTICLE 5 - GRANT OF LICENCES FOR THE SOFTWARE PACKAGES / THIRD PARTY SOFTWARE

5.1. All Intellectual Property Rights relating to or subsisting in any Software Package and/or Third Party Software supplied under the Agreement shall remain the sole and exclusive property of Cegid or third party licensor. Consequently, the Client is only granted, under the terms of the Agreement, with a non-exclusive, non-sub licensable and not transferable right to use the machine-readable object code of the Software Package and the Third Party Software. Client shall not modify or otherwise make derivative works of the Cegid Software Package. Any such unauthorized works developed by Client, and any Intellectual Property Right embodied therein, shall be the sole and exclusive property of Cegid.

5.2. The right of use the Software Package and/or Third Party Software is granted by Cegid subject to Client's compliance with all the terms and conditions in these General Terms and Conditions and this Agreement, including payment of the Licence Fee specified in the Order.

5.3. For the Software Packages, the term of the licence shall be equal to the term of protection of the Software Package under its copyright, within the contractual and usage limits set out in the Agreement. For Third Party Software, the term of the licence shall be determined according to the applicable terms and conditions as fixed by the third party licensor.

5.4. Except in the event that it is provided otherwise by the parties, Cegid Software Package licence is accounted by named user or thresholds or ceilings as specified in Part "Description of the items ordered". When Cegid Software Package licence is accounted by named user, "Named User" shall mean:

- either the individual user, designated by the Client, and who is provided with a user name and a personal password that can access the Cegid Software Package ;
- and / or physical or logical systems having access to and using Cegid Software Package (personal computer, mobile device, points of sale, etc.).

Licence is granted for the use of Third Party Components on the same basis and principles, as specified in the Order.

Considering Third Party Software, licence is granted in accordance with the conditions as specified in the Order and the applicable terms and conditions of use as fixed by the third party licensor.

Otherwise, Cegid publishes a set of complementary functionalities accessible through web services. When the Client benefits from said web services, it will be invoiced on the basis of the physical devices that it uses to access these services (mobile devices, terminals, etc.) and/or per unit of resource consumed. The unit of resource / number of devices are those specified in Part "Description of the items ordered" and/or 2.

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Any modifications in the number of users and / or the fixed thresholds are subject to Cegid's expressed approval, and if such approval is obtained, to a payment of an additional fee on the basis of Cegid's rate in force.

5.5. Cegid reserves the right to correct any possible Cegid Software Package failures/defects. The respective third party licensor also reserve the right to correct any failure/defect in the Third Party Software and Third Party Component.

5.6. The Client shall not infringe, either directly or indirectly, the Intellectual Property Rights of Cegid and the respective third party licensor of the Third Party Components and Third Party Software and shall indemnify and hold Cegid harmless against any loss or damage which it may suffer or incur as a result of the Client's breach of this article. Specifically the Client shall:

- use the same in conformance with their associated documentation and as permitted under this Agreement and solely for the business purposes of the Client;
- not remove any trademark ownership indications or markings or other indications or markings;
- be prohibited from making available the Software Packages and Third Party Software to third parties, either directly or indirectly, on any basis whatsoever, in any form (especially as an ASP "Application Service Provider"), by any means including but not limited to by lease, loan or shared use, or copy, for any reason whatsoever, either free of charge or for consideration, except with Cegid's express prior written consent or express authorization stated in Terms of Support and Maintenance Services;
- be prohibited from copying all or any part of the Software Packages and Third Party Software, except to make one (1) backup copy, solely for backup and security purposes. In the event that the Client shares a site with third parties, it shall adopt all necessary measures to ensure that said third parties cannot use, or access the Software Packages and Third Party Software;
- it shall not disclose the content of any Software Package or Third Party Software and will not assign, transfer or sub-licence its licence, on any basis whatsoever; and
- it guarantees its personnel's compliance with the above provisions.

Without prejudice to Cegid's other remedies under this Agreement or in law, any breach by the Client of these obligations shall enable Cegid to terminate the Agreement with immediate effect by giving written notice by registered post to the Client.

The Client shall not decompile or disassemble or reverse engineer the Software Packages and Third Party Software for any purpose including for interoperability needs and requirements. Cegid shall deliver to the Client, within a reasonable period of time, all the information necessary for the interoperability of the Software Packages and Third Party Software with the Client's information system existing at the time of execution of the Agreement. The Client shall not use the knowledge obtained during the above-indicated operations for any purpose other than interoperability, in particular this knowledge must not be used for the creation, production or marketing of a software package with basic principles and expression similar to those of the Software Packages and Third Party Software.

The Client expressly acknowledges that the Agreement does not transfer to the Client any Intellectual Property Right in the Software Packages and Third Party Software, and the Client is prohibited from performing any corrections of errors/defects, modifications, adaptations or translations of the Software Packages and Third Party Software. Cegid shall be free to utilise the know-how acquired on the performance of the Agreement, and perform similar Professional Services for other clients.

5.7. In the context of the verification of the use by the Client of a Cegid Software Package in compliance with the rights of use granted under the articles 5.1 to 5.4, the Client acknowledges that Cegid reserves the right to include a control mechanism in the Cegid Software Package. The Client shall not interfere, disrupt or defeat such measures not shall it attempt to do so.

5.8. Cegid will be able to perform, once a year, an on-site audit in order to verify the rightful use of its licences as well as whether the Client is performing all of its obligations under the terms and conditions of this Agreement. Cegid shall send a written notification of its intent to carry out the audit at least fifteen (15) days prior to the commencement of its performance. The notification shall include the following:

- the identity of the auditor if he is a third-party auditor;
- the Software Packages, Third Party Software and licences and any other relevant and applicable area / material which fall under the scope of said audit;

The Client shall undertake to cooperate closely with the audit by granting Cegid with full and complete access to any relevant material, in particular, where necessary, by activating the above-mentioned control mechanism.

It is expressly agreed that the cost of the expenses incurred by the Client to prepare the audit will remain fully at the Client's expenses.

The results of the audit shall be formalized in a report put together by Cegid and shall be communicated to the Client for informational purposes. Furthermore, the Client shall be allowed to insert its own comments. In the event of any dispute, the parties shall hold meetings and discussions, as set forth in the terms and conditions of this Agreement, in order to find a mutually satisfactory solution. The report may include, if applicable, the required adjustments to be made or measures to be adopted on the basis of the results of the audit.

In the event where the audit would reveal that the use of Software Packages and Third Party Software is less than 10% higher than the rights acquired, additional licence fees will be invoiced directly to the Client. In the event where the recorded use is at least 10% higher than the rights acquired, the additional licence fees and the audit expenses shall be increased by 50%. Moreover, in the event where the Client is using a function or option for which the Client did not acquire the rights, Cegid shall be allowed to bill the extra licence fees related at the current listed price.

The Client shall pay within thirty (30) days of the invoice. In the event where this situation is not regularized within the time limits stated above, Cegid shall be authorized to terminate, without prejudice, this Agreement, and consequently to revoke licences conceded and to initiate proceedings.

The Client's information collected during the audit operations will be considered as Confidential Information within the meaning of the "Confidentiality" section of this document and may only be used for audit purposes and any necessary adjustments and / or in case of proceedings.

5.9 Activation Mechanism of the Cegid Software Package. The Client acknowledges that Cegid reserves the right to use a licence activation mechanism for certain Cegid Software Package. The Client is in charge of the installation and the possible updates of the activation mechanism. The concerned Cegid Software Package will not operate without a valid and up-to-date activation mechanism.

ARTICLE 6 - SUPPLY OF SOFTWARE PACKAGES / THIRD PARTY SOFTWARE AND SERVICES TO THE CLIENT'S AFFILIATES

If the Order or Cegid and Client agree that the Affiliates of the Client are entitled to the supply of the Software Packages and Services, this Article 6 will apply.

Initialing Cegid:

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6.1. Pre-conditions to the use of the Software by Affiliates

- (a) An Affiliate of the Client will only be authorized to use the Software Packages and Third Party Software if, on the date of signature of this Agreement, the Affiliate complies with the conditions set out in the definition of the term "Affiliate" in Article 2 above and no shareholder of the Affiliate concerned is a competitor of Cegid. For the purposes of this Agreement, "competitor of Cegid" means a person or entity controlling, controlled by or under common control, directly or indirectly, with a person or entity whose primary business is similar or identical to Cegid business i.e. as software editor and services supplier in relation to the Retail sector.
- (b) If, after the date of signature of this Agreement, an Affiliate no longer satisfies the conditions provided in paragraph (a) above, that Affiliate shall immediately and automatically lose any and all of its rights to use the Software Packages and Third Party Software under this Agreement. A licence to use the Software Packages and Third Party Software may be granted to that company subject to the signature of a software licence agreement with Cegid, which will set out, in particular, the financial terms and conditions (including the licence fees) for the grant of this licence.

6.2. Compliance with the provisions of the Agreement by the Client's Affiliates

- (a) The Affiliates may benefit from the Software Packages and Third Party Software and Services supplied by Cegid to the Client under this Agreement on the same terms and conditions as the Client.
- (b) The Client shall ensure that the Affiliates comply with all the terms, conditions and obligations for which the Client is responsible under the Agreement, and in particular that they use the Software Packages and Third Party Software in accordance with the provisions of the Agreement. As a consequence, the use of the Software Packages and Third Party Software by Client and its Affiliates shall not exceed the limits and restrictions identified in this Agreement, in particular, the Order and/or the applicable supplemental agreement.
- (c) The Client shall be jointly and severally liable for all acts and omissions of the Affiliates, including their compliance with the Agreement. For the avoidance of doubt, if the relevant Affiliate fail to comply with any of the provisions of the Agreement, Cegid may approach the Client directly to obtain compensation without prior notice to the Affiliate concerned and the Client will be liable for any and all losses howsoever caused by such Affiliate.

ARTICLE 7 - DELIVERY, INSTALLATION AND GUARANTEE

7.1. Software Packages and Third Party Software shall be delivered, in the form of object codes, either on a physical medium or by download. If the Client does not retain Cegid for installation Professional Services, the Client shall be solely responsible for installing Software Packages and/or Third Party Software and the Hardware.

7.2. Cegid warrants, for a period of six (6) months following delivery or download, the conformance of each Cegid Software Package to its documentation. The warranty shall not apply (i) if the Cegid Software Package is not used in accordance with the terms of these General Terms and Conditions and/or this Agreement or (ii) in the event of an unauthorized modification of the Cegid Software Package.

7.3. Except as expressly set forth in this Article 7 and to the extent permitted by the applicable law, the Cegid Software Package, Third Party Components or any other Third Party Software, Hardware and the Services are provided "As Is".

Cegid Software Package's warranty is expressly limited to the conformity to the documentation issued by Cegid and shall not be extended under any circumstances to a warranty for conformity to the specific uses and needs of the Client or User and to a warranty for conformity to all applicable local laws, administrative orders or regulations and trade usage. It therefore falls to the Client, or any third-party appointed by the Client, to ensure that Cegid Software Package is adequately responding to its needs and is in conformity with the local laws, administrative orders or regulations and trade usage in force in the country where Cegid Software Package is being used. Same provisions apply to Third Party Components.

Third Party Software is covered by the warranty terms issued by the relevant third party licensor.

Cegid does not warrant that Cegid Software Packages are free of any defects/failures, but as sole and exclusive remedy, Cegid shall take all reasonable endeavours, to remedy to Cegid Software Package defects/failures determined in relation to their documentation.

Cegid does not warrant that the Software Package will be fit for any purpose to which the Client seeks to achieve or to perform particular tasks that motivated the Client in its decision to enter into the Agreement with Cegid.

7.4. The Client shall accept, at first delivery, the Software Packages, Third Party Components and/or Hardware ordered, to the extent that they conform to the Order and documentation. Any rejection must be notified to Cegid in writing stating the reasons of the rejection within 48 (forty eight) hours following delivery. In the event that the Client rejects delivery and fails to notify Cegid as specified above, the Client will be deemed to have breached the terms of the Agreement and shall pay Cegid all the amounts due for such delivery.

In the instance of downloads, acceptance of delivery shall be deemed to have occurred at the conclusion of the download.

7.5. Except otherwise provided by an express provision or in the event of delivery by download, Hardware, Software Packages and Third Party Software shall be delivered to the address specified under the heading "Client Name and Implementation Location" indicated in the Order of the Agreement.

7.6. In the absence of Support and Maintenance, Hardware is covered by the applicable factory-return-guarantee starting at the date of delivery of same. To make a claim under the said guarantee, the Client must report in writing to Cegid, without delay, the defect in the Hardware. Parts of the Hardware that are acknowledged by Cegid to be defective shall be repaired or exchanged, at Cegid's option, within reasonable time considering spare parts availability at the Hardware manufacturer. Exchange of parts or repairs of the Hardware shall not extend the term of the guarantee for all Hardware. The guarantee shall not apply to normal wear and tear, wrongful actions, improper or abnormal use and manipulation, lack of maintenance, third party actions or servicing, a modification or addition made to the Hardware without Cegid's express written approval, or installation that does not conform to the instructions provided.

7.7. Any warranties other than those expressed in this Article are expressly excluded.

ARTICLE 8 - TITLE AND RISK

8.1. Title in the Hardware, Software Package and Third Party Software media and documentation shall not pass to the Client until payment in full (in cleared funds) is received.

8.2. Risk (including all risk of loss, damage, destruction or liability) in all items ordered shall pass to the Client upon delivery. Until Cegid receives

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payment in full for all items ordered, the Client shall be responsible for insuring the same at full replacement value. Insurance policies must provide that the subscriber of the policy is acting both on its own behalf and on behalf of the owner, and shall ensure payment of any indemnification directly to the owner.

ARTICLE 9 - DATA PROTECTION

9.1. The Client is solely responsible for the backup of the data that it processes or stores, and it acknowledges and accepts that it is responsible for:

- performing backups of its data with a frequency that is regular and appropriate for its business activity;
- verifying at least once a week the content of the backups performed; and
- utilising backup media that are suitable, in good condition, and dust-free.

9.2. The Client agrees to perform a backup of all its data, prior to any Cegid service action.

9.3. The Client must take all necessary action to protect its information system, particularly with respect to protection against viruses, worms, and other hostile intrusion processes.

9.4. All operations for the recovery or restoration of lost or damaged data, programs, or files are not covered under this Agreement.

ARTICLE 10 - MODIFICATION OF INSTALLATION

The Client acknowledges that any modification of the installation or its environment shall be its sole responsibility, unless Cegid performs such modifications in the course of performing a service that is billable according to the fee schedule in force as of the date it was performed, or expressly authorises same in writing in advance.

ARTICLE 11 - CHANGES TO SOFTWARE PACKAGES

11.1 The Client is fully informed that changes in legislation may, at any time, make the Software Packages' features and functionalities unsuitable or not in conformity with the applicable law and regulations. When the Customer is granted a license for the Cegid Software Package, "Yourcegid Retail Y2", and the Customer decides to order the Country Package services for the Country Package Countries, the Customer will benefit from the Country Package services in the Country Package Countries under the conditions set out in Article "COUNTRY PACKAGE" of the Terms of Support and Maintenance Services.

11.2 The Client is fully informed that changes in technologies and the requests of its clients may prompt Cegid to make updates to Cegid Software Packages, or may result in updates to Third Party Software and/or Third Party Component. Consequently, all or part of the Client's hardware, in their initial configuration, might not support or be adapted to an update to the Software Packages and Third Party Software. Cegid shall not be held liable for this.

ARTICLE 12 - FINANCIAL TERMS AND CONDITIONS

12.1. Price

The prices of the items ordered under the Agreement are indicated in British Pounds (GBP£), excluding tax, and are detailed in Part "Description of the items ordered" and Part "Order". Payment shall be made via Bank transfer.

If the total, excluding tax, payable for all items ordered, other than Support and Maintenance Services is £1,500.00 (One Thousand Five Hundred GBP) or less, the Client shall pay Cegid the full amount due, including all taxes, upon execution of the Agreement.

If the total, excluding tax, payable for all items ordered, other than Support and Maintenance Services, ordered exceeds £1,500.00 (One Thousand Five Hundred GBP), the Client shall pay Cegid 30% of the full amount due, including all taxes, upon execution of the Agreement.

The Client will reimburse Cegid for reasonable travel and out-of-pocket expenses incurred in conjunction with the performance of this Agreement. The Client shall pay the full amount invoiced, including taxes, net and without discount, within 30 (thirty) days of the invoicing.

12.2. Billing and Payment for Software Packages

Software Packages shall be billed upon delivery.

The Client shall pay Cegid invoices, within 30 (thirty) days following the invoice issuance date.

12.3. Billing and Payment for Professional Services

Professional Services shall be billed as incurred on a monthly basis.

The Client shall pay Cegid invoices, within 30 (thirty) days following the invoice issuance date.

As the order is fixed and definitive, Cegid reserves the right to invoice any day of Professional Services ordered by the Client but not provided out by Cegid for reasons for which the Client is responsible, at the end of a period twelve (12) months from the date of the Order.

12.4. Billing and Payment for Support and Maintenance Services

Support and Maintenance Services shall be billed according to the option chosen by the Client, as indicated in the Order:

- Annually in advance, starting from the date when the Hardware, Software Packages, or Third Party Software are delivered, or
- Quarterly in advance, starting from the date when the Hardware, Software Packages, or Third Party Software are delivered,

The Client shall pay the full amount, including taxes, net and without discount, within 30 (thirty) days of the invoicing.

The foregoing provisions shall apply to all Support and Maintenance Services, with the exception of Support and Maintenance Services that require variable items, which shall be billed monthly; and Support and Maintenance Services for which the Term of Support and Maintenance Services provides for special billing and/or payment provisions.

During the term of the Support and Maintenance Services, Cegid may change once a year the fees billed. In the event that the Client refuses the increase in the amounts billed, the latter shall be entitled to cancel/terminate the Support and Maintenance service in question by written notice sent by registered post, received within 45 (forty-five) days following the date of the invoice containing the new fees. Provision of the Support and Maintenance Service shall remain in vigour, with the fee conditions found in the previous invoice, until the end of the 5th (fifth) month following the month during which the invoice in question was issued. The cost of communications between Cegid and the Client outside United Kingdom shall be borne by the Client and shall be the subject of additional billing.

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12.5 Hardware and Third Party Software Billing and Payment

Hardware and Third Party Software shall be invoiced upon delivery and totally paid when the order is placed. The shipping costs are not included.

12.6 Once the due date has passed, a late payment penalty calculated on the basis of an interest rate set at 15% per annum on the outstanding amount shall be payable to Cegid without the need for any reminder.

Cegid reserves the right, 15 (fifteen) days after sending a formal payment notice, by registered letter, in response to which there has been no corrective action or only partial corrective action, to suspend its Professional Services until payment in full of the amounts due and, as reasonably necessary under the circumstances, to terminate, immediately the Agreement or the Support and Maintenance Services currently in force. All financial charges resulting from a bank's rejection of a Client payment shall be paid by the Client.

ARTICLE 13 - TERM OF SUPPORT AND MAINTENANCE SERVICES

13.1. Except otherwise expressly provided in the Terms of Support and Maintenance Services, Support and Maintenance Services shall be contracted for an initial term of 36 (thirty six) months following delivery (or download) of the Software Package and/or Third Party Software and/or Hardware.

Support and Maintenance Services shall automatically be extended for 12 (twelve) months (Extended Term) at the end of the initial term and at the end of each Extended Term, unless either party gives written notice to the other party not later than 3 (three) months before the end of the initial term or relevant Extended Term.

13.2. Cegid may, throughout the entire term of the Support and Maintenance Service, including during the initial term, by complying with the requirement of 1 (one) year advance notice, inform the Client by written notice sent by registered post of the elimination of Support and Maintenance Services for a Software Package and/or Third Party Software and/or Hardware; the said notification shall result in the termination of the supplying of the Support and Maintenance Service for the Software Package, Third Party Software, or Hardware in question. Such eliminations shall not result in the termination of current Support and Maintenance Service for other Software Packages, Third Party Software, or Hardware.

ARTICLE 14 - CLIENT COLLABORATION

For the purpose of proper performance of the Agreement, the Client shall actively and regularly collaborate and cooperate in good faith with Cegid. Therefore, the Client shall be responsible for delivering to Cegid all the information necessary for the performance of the ordered Professional Services and Support and Maintenance Services and to advise Cegid of any difficulties that it might become aware of or that its knowledge of its business sector enables it to perceive, as the Professional Services and Support and Maintenance Services are performed. Moreover, the Client agrees to select/utilise Users that are sufficiently competent, qualified, and trained, throughout the entire period of the performance of the Agreement.

ARTICLE 15 - LIABILITY

15.1. Cegid shall use reasonable skill and care in the performance of this Agreement. Cegid shall exert all reasonable efforts to perform its obligations under the Agreement on the basis of an obligation of means and in accordance with the best practices customarily applied in its business sector.

15.2. The Software Packages, Third Party Software, and Hardware delivered under this Agreement shall be used by the Client under its sole control, supervision, management, and under its sole responsibility. During any possible service work performed by Cegid, the Client shall remain the custodian of its hardware and software packages, data, files, programs or databases, and consequently Cegid (unless such damage or destruction is due to its own gross negligence or fraud) cannot be found liable for any damage suffered including destruction of same, whether total or partial.

Consequently, the Client is responsible for:

- the previous or future selection and purchase from third parties of hardware, software packages, and other software intended for use with the Software Packages, Third Party Software, and Hardware. Cegid cannot be held liable for their possible incompatibility with the items ordered pursuant to the Agreement, and the malfunctions, interference and disruptions that result from their use;
- project management for its IT system, in the event it has selected multiple suppliers;
- compliance with (present and future) Technical Prerequisites, in order to prevent harmful and damaging consequences such as slowdowns, shutdowns, alteration of data;
- all consequences, with respect to Software Packages, Hardware, Third Party Software, and Professional Services covered by the Agreement, resulting from modifications of their installation or environment decided and/or carried out by the Client.

15.3. Cegid is not responsible for the availability and reliability of telecommunications networks, of any nature whatsoever, in instances of data transmission or Internet access, even when the Internet service provider was recommended by Cegid.

15.4. In the event that Cegid should be found liable for breach of the terms of this Agreement or under the applicable law relating to the supply of any software products and Hardware as well as Support and Maintenance Services or Professional Services pursuant to this Agreement, the total cumulative liability of Cegid under this Agreement in any way whatsoever arising or incurred under or in connection with this Agreement including in tort, contract (including indemnities) or otherwise, shall be limited to the direct and foreseeable damage suffered by the Client, and will not exceed the amount of the fees that Client paid to Cegid under this Agreement for the Hardware, or software product (Software Packages or Third Party Packages) or Professional Services or Support and Maintenance Services in relation to which such liability arises, during the twelve (12) calendar months immediately prior to the events giving rise to such liability.

15.5. Cegid shall not be held liable vis-à-vis either the Client or a third party, for any unforeseeable damages and for any indirect damages and for any incidental or consequential damages such as trading losses, operating losses, loss of earnings, or any other financial loss resulting from the Client's use or inability to use Cegid Software Packages and/or Third Party Software or a failure in the providing of the Support and Maintenance Services or Professional Services, as well as any loss or damage of data and information, whether arising in contract, tort or otherwise, for which Cegid cannot be held liable. Any damage suffered by a third party is an indirect damage and consequently shall not give rise to indemnification.

ARTICLE 16 - FORCE MAJEURE

16.1. Under no circumstances, may liability on the part of Cegid be claimed in *Force Majeure* circumstances. *Force Majeure* circumstances are Initialing Cegid:

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these circumstances beyond a party's reasonable control which could not have been reasonably foreseen or if it could have been foreseen was unavoidable, including, but not limited to, total or partial strikes internal or external to Cegid, shutdowns of means of transport for any reason whatsoever, the unavailability or out of stock status of hardware ordered from Cegid's suppliers or subcontractors, the placement of any of its suppliers or subcontractors in court-ordered liquidation, the shutdown or disruption of communications or telecommunications media or postal services.

16.2. *Force Majeure* circumstances shall suspend performance of the Agreement. If *Force Majeure* circumstances last longer than 3 (three) months, the Agreement shall automatically be terminated, unless the parties reach an agreement.

ARTICLE 17 - ASSIGNMENT

17.1. Under no circumstances, the Client may assign the Agreement, in part or in whole, for consideration or free of charge, without Cegid's express, prior written consent. A change of Control (as defined in Article 2) in the shareholding of the Client shall be considered an assignment under this Article 17.1.

17.2. Cegid may freely assign the Agreement without formalities. In the event of assignment, the assignee shall be substituted for Cegid effective as of the date of the assignment.

ARTICLE 18 - FRAUD

18.1 It is the Client's responsibility to undertake all the necessary measures and make all the declarations and/or requests for authorization in accordance with the laws and regulations in force concerning the processing carried out and the data it processes

18.2 The Client warrants that it uses the Software Packages supplied by Cegid in compliance with the applicable laws and regulations, in particular regarding taxes. More particularly, in the case where Cegid would be considered jointly and severally liable by the tax authorities for the payment of arrears due to the irregular use by the Client of the provided Software Packages, the Client undertakes to entirely indemnify Cegid, for all the sums requested by the administration.

ARTICLE 19 - CONFIDENTIALITY

19.1. The Agreement as well as all the information exchanged by the parties or of which they gain knowledge during the performance of the Agreement, regardless of the medium for same, and including the Software Packages and Third Party Software, shall be considered to be confidential (referred to hereinafter as the "Confidential Information").

19.2. Each of the parties shall protect the Confidential Information and shall not disclose the same to any third party without the prior written consent of the other party.

19.3. Each of the parties shall be released from its confidentiality obligations with respect to all information (i) that was in the possession of the receiving party prior to disclosure without any such possession being a direct or indirect result of unauthorised disclosure of said information by a third party, (ii) that is in the public domain as of the date of execution of the Agreement or which should fall into the public domain after said date, without the cause being attributable to the receiving party's breach of its confidentiality obligations under the Agreement, (iii) that has been independently developed by said party, or (iv) disclosure of which is required by law or a judicial or governmental authority with competent jurisdiction, or is made necessary for the needs and requirements of a legal action and/or legal proceeding provided that disclosure is only to the extent required by law and the disclosing party gives as much notice as possible to the other party.

19.4. The parties shall comply with the obligations arising from this Article throughout the entire term of the Agreement as well as for 5 (five) years following the termination of the Agreement.

ARTICLE 20 - MISCELLANEOUS PROVISIONS

20.1. The fact that either of the parties does not enforce any of the obligations set forth in the Agreement cannot subsequently be interpreted as a waiver of the obligation in question.

20.2. The Client agrees that Cegid may, unrestrictedly and without prior formalities, subcontract all or part of its obligations under the Terms and Conditions, pursuant to its responsibility and liability.

20.3. The Client agrees that Cegid, in order to correct any error, after having so informed the Client, may make any suitable modification, on condition that the latter does not substantially alter the proper performance of the Agreement. If it should, the Parties shall make their best effort to negotiate and to jointly find a solution.

20.4. The Client shall be responsible for taking all action, and making the declarations and authorisation applications required by applicable laws and regulations currently in force, with respect to the processing that it performs and the data processed.

20.5. The fees and financial terms hereunder have been agreed upon, taking into account the strategic importance of the Client to Cegid, as well as both parties' desire for a strong collaboration. Consequently, the Client agrees:

- that Cegid is entitled to use Client's name or trademark as a reference in press releases, commercial documents or else, as from the signature of the Agreement;
- to testify and present its experience with Cegid within a mutually agreed of a case study;
- to assist, at the request of Cegid and subject to its availability, with demonstrations of the type "seminars/testimonials" in order to present to third parties its experience with the Cegid's solutions and with Cegid; and
- to receive at the request of Cegid, and subject to its availability, prospective clients showing an interest in Cegid's solutions and which would wish to meet with the Client's representatives within the framework of "reference visits", unless the prospective client is a direct competitor of the Client. The number of references which the Client agrees to make is limited to 1 telephone reference call per month and 4 reference visits per year.

20.6. The Client agrees during the term provided by Article 13 and for a period of 12 (twelve) months subsequent to expiry of the said term, not to approach, recruit, or employ, either directly or indirectly, a member of Cegid's staff, except with the latter's prior written authorisation. Without prejudice to any other remedies available to the Client, in the event of a violation of this article, the Client must immediately pay Cegid lump-sum compensation representing the hired employee's salary for the twelve (12) months prior to his hiring, including employee and employer charges and contributions. Cegid may also claim indemnification of the damage actually suffered, if the latter exceeds the salary and payroll charges alone.

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20.7. All legal proceedings that are brought by the Client against Cegid under or in connection with this Agreement shall be commenced within one year of the Client becoming aware of the matters to which the legal claim in question relates but nothing in this article shall have the effect of extending the limitation period during which any legal proceedings may be brought.

ARTICLE 21 - THIRD PARTY RIGHTS

No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.

ARTICLE 22 - SEVERANCE

22.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal, unenforceable or void, this provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

22.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

ARTICLE 23 - NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

ARTICLE 24 – GOVERNING LAW AND COMPETENT JURISDICTION

24.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

24.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

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