

# GENERAL TERMS AND CONDITIONS FOR LICENSING AND ASSOCIATED SERVICES

## WHEREAS

Cegid markets software packages of which it is the owner as well as software packages designed and developed by third parties of which it is the licensee. The software packages offered by Cegid are designed to satisfy the needs of the greatest number of Cegid clients.

The Client wishes to acquire new information technology tools and to use a software package offered by Cegid in connection with its business operations.

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 Software Packages to the Client, which the Client acknowledges it has read. It is the responsibility of the Client, notably on the basis of this information, to ensure the Software Packages 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 Software Packages, 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 appendix to the Agreement. Any special requests made by the Client to modify the Software Packages to better conform to the Client's needs can only be performed by Cegid in the frame of Professional Services which are not within the scope of the present Terms and Conditions for Licensing and Associated Services. The Client acknowledges that the Professional Services proposed by Cegid are necessary for the proper use of the Software Packages. 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 Licensing 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 (<https://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.

- Author Software Package:** Means the standard software package(s) referred to in the “Description of Items Ordered”, or on the online order form, designed and developed by parties other than Cegid and for which Cegid holds a distribution rights allowing Cegid to grant the Client the right to use the foregoing Author Software Packages.
- Cegid Software Package:** Means the standard software package(s) referred to in the “Description of Items Ordered” or on the online order form, designed and developed by Cegid, together with the Documentation. The Client acknowledges that the Cegid Software Packages “Yourcegid Retail” can only be recommended for a particular country where the Client has acquired the relevant Country Package (as defined, if applicable, in the Terms of Service), as detailed in the “Description of Items Ordered” or on the online order form.
- 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.
- Documentation:** Means the information made available by Cegid describing the methods for use of the Software Package.
- 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.
- Personal Data:** Means any information 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 implement the Software Packages offered by Cegid (analysis, configuration, training, etc.) 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 corrective and upgrading maintenance services provided by Cegid in execution of the Agreement, as detailed in the “Description of Items Ordered” or on the online order form, and 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.
- Software Packages:** Means the Cegid Software Package and/or the Author Software Package.
- Subsidiary:** Means any subsidiary of the Client as defined in section 1159 of the Companies Act 2006 which can use the Software Packages and/or Third-Party Software and/or may benefit from the Service provided by Cegid to the Client within the conditions of this Agreement. By exception, subsidiaries directly or indirectly (through intermediaries) operating a business that competes with Cegid shall not be regarded as Subsidiaries.
- Technical Environment:** Means the information system (including software, hardware, communication networks, etc.) of the Client prior to delivery and integration of the Software Packages. The Technical Environment, in order to allow proper functioning of the Software Package under normal conditions of use, must comply with the Technical Prerequisites.
- Technical Prerequisites:** Means the latest version of the list of characteristics of the information system or the hardware and computer devices of the Client recommended by Cegid and adapted to the use of the Software Packages which must be implemented and complied with by the Client in order for the Software Package 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 Service, be subject to provisions concerning duration, invoicing and liability, such provisions derogating and prevailing over the present terms and conditions.

**User:** Means any natural person authorized by the Client to use or access the Software Packages in implementation of the Agreement, as further defined below in Clause "Licenses".

## **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 Clause "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 Licensing and Associated 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 grants the Client the right to use the Software Packages and/or undertakes to provide to the Client related Services referred to in the Agreement.

## **CLAUSE 3. EFFECTIVE DATE – TERM**

The Agreement takes effect on the Effective Date.

The licenses to use the Software Packages are granted for the term defined in the Clause "Rights Granted".

Except as stated otherwise in the Terms of Services, the Service is concluded for an initial term of thirty-six (36) months (Initial Term), commencing upon the delivery (or download) of the Software Packages. 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 Period, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case maybe.

Cegid, at any point during provision of the Service to the Client (including during the Initial Term), may notify the Client at least one (1) year in advance of Cegid's decision to stop providing the Service with respect to any Software Packages, leading to the termination of the Service with respect to such Software Packages. Any such termination shall not affect any Service performed by Cegid with respect to any other Software Package.

## PROVISIONS CONCERNING THE LICENSE

### CLAUSE 4. RIGHTS GRANTED

#### 4.1. Ownership of Software Packages

Cegid retains all intellectual property rights to the Cegid Software Packages, their Documentation and updates provided in execution of the Service. Cegid represents holding the right to distribute and/or sub-license the Author Software Packages which are, if any, supplied to the Client under the Agreement and which remain the property of their third-party suppliers. No property right is transferred to the Client in implementation of the Agreement, regarding the Cegid Software Packages or the Author Software Packages. All Software Packages supplied under this Agreement remains the property of Cegid or of their third-party suppliers.

#### 4.2. Right to use Software Packages

Cegid, subject to the provisions of the Agreement and the Client's full payment of the price defined in the "Description of Items Ordered" and "Order Form" or in the online order form, grants to the Client, a personal, non-exclusive, non-transferrable and non-assignable right to use the Software Packages referred to in the "Description of Items Ordered" or in the online order form. 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.

The right to use the Software Packages is granted to the Client from the date the Software Packages are made available through the duration of the legal copyright protection, according to the laws governing intellectual property.

Except as expressly stated herein, this Agreement does not grant the Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Software Packages.

#### 4.3. Licenses

Unless otherwise provided, the right to use for the Software Packages is granted to the Client, depending on the offers:

- for a certain number of named Users (i.e. Users having a user name and a personal password); and/or
- for a number of logical or physical systems (e.g.: points of sale, mobile, digital tablet...) and/or;
- for any other work units expressed as quantities, thresholds or caps,

as fixed in the "Description of Items Ordered" or in the online order form and if applicable in the Terms of Service.

Any change in the number of named Users and/or logical or physical systems and/or work units is subject to Cegid's express agreement 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 Software Package under the Agreement constitutes a unique and indivisible concession.

Client's Subsidiaries may use the Software Packages, and/or may benefit from the Service provided by Cegid to the Client, under the Agreement under the same conditions as the Client. The Client must give notice of the contents of the Agreement to its Subsidiaries that wish to use the Software Packages and/or benefit from the Services. The Client shall ensure that its Subsidiaries comply with all obligations under the Agreement and, in particular, that they will use the Software Packages in compliance with the terms of the Agreement; their use shall not exceed the limits or thresholds fixed in the "Description of Items Ordered".

The Client represents and warrants that its Subsidiaries will comply with the provisions of the Agreement, and any breach of the Agreement by its Subsidiaries will be deemed a breach by the Client. In the event of non-compliance with any of the provisions of the Agreement by one of the Client's Subsidiaries, Cegid may directly contact the Client to obtain compensation without any requirement for a formal notice to the Subsidiary concerned. Any Subsidiary that for any reason ceases to be an Subsidiary as defined hereinabove shall immediately and automatically forfeit its right to use the Software Package and/or to benefit from the Services under the Agreement. Any license granted to that Subsidiary shall cease immediately. A new license to use the Software Package may be granted to such company subject to execution of a licensing agreement for the Software Package with Cegid that, among other things, provides the financial conditions (including the fees) for the license. The Service may also be provided to such company subject to execution of a maintenance agreement with Cegid providing, among other things, the financial conditions for supply of the Services.

#### **4.4. Limits on granting right to use**

Independently of the provisions concerning the Service, Cegid reserves the right to correct any error in the Software Packages. The author concerned reserves the right to correct any errors in the Author Software Packages. The Client shall refrain from any correction of errors, any modification, adaptations or translations of the Software Packages.

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 Cegid or of the author of the Author Software Packages. Consequently, the Client shall notably refrain from:

- using the Software Packages 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 Software Packages;
- deactivating, bypassing or in any way impairing the protective technical measures with which the Software Package may be equipped and refrain from any attempt of said nature;
- making any reproduction or representation of the Software Packages 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 Software Packages, subject to informing Cegid accordingly, and provided that any back-up copy remains the exclusive property of Cegid, or, as regards to Author Software Packages, of their authors;
- making any translation, adaptation, arrangement or modification of the Software Packages;
- any reproduction of the code or decompiling of the Software Packages for purposes of interoperability, Cegid undertaking to send the Client, within a reasonable period, information necessary for interoperability of the Software Packages with the Client's information system as existing on the date of execution of the Agreement. If despite the information notified by Cegid, interoperability is not possible and it appears necessary for the Client to reproduce the code or decompile the Software Packages to render them interoperable with other software or software packages, said reproduction or decompiling may be carried out by the Client exclusively subject to compliance with the following conditions:
  - Cegid has been previously informed of these operations;
  - the acts are limited to the parts of the Software Packages necessary for interoperability,
  - the operations are performed by the Client itself or by an authorized third party, acting on behalf of the Client and namely identified in the information supplied to Cegid, and
  - the Client undertakes to refrain from using any knowledge it may acquire during the foregoing operations for purposes other than interoperability, excluding any creation, production or sale of a software of which the expression and basic principles are similar to the Software Packages;

- making available to third parties, directly or indirectly under any title whatsoever, and from distributing and marketing the Software Packages 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 Software Packages;
- 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.

The Client is informed that any use contrary to the intellectual property rights of Cegid and/or the authors of the Author Software Packages as granted under this Clause, exposes the Client to an immediate termination of the right to use the Software Packages imposed by Cegid according to the legislation in force and also, to a civil liability action against it in addition to any criminal liability which may be incurred for infringement of copyright. The Client remains in all circumstances liable vis-a-vis Cegid 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 5. DELIVERY – INSTALLATION**

**5.1.** The Software Packages 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. The Client will be solely responsible for installation of the Software Packages as well as their implementation, unless it contracts with Cegid for Professional Services.

**5.2.** The Client will accept the Software Packages upon first delivery insofar such Software Packages conform to the order. Should the Client fail to notify Cegid in writing stating the reason for any non-conformity of the Software Packages within two (2) days of delivery or download, the Client shall be deemed to have irrevocably accepted the Software Packages 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 Software Packages in the frame of Professional Services, then the conditions for acceptance of Software Packages described in the general terms and conditions for professional services shall apply in lieu of this Clause.

**5.3.** Cegid shall remain the owner of any physical medium containing the Software Packages along with any related Documentation until the Client has completed 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 6. USE OF SOFTWARE PACKAGES AND THIRD-PARTY SOFTWARE**

The Client alone is responsible for (i) the use of the Software Packages that are made available to the Client by Cegid under the Agreement, along with (ii) the use of the Software Packages 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 Software Packages 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 Software Packages. Cegid is not responsible for any potential incapability of any third-party software with the Software Packages 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 Software Packages with any other software and/or hardware that is incompatible or does not conform to the Technical Prerequisites;
- Any consequences affecting the Software Packages, arising from the Client's modification of its installation or its environment; and
- Any configuration of the Software Packages by the Client, including any resulting malfunction of the Software Packages, except where Cegid performs the configurations in the course of performing Professional Services, which Professional Services are subject to separate general terms and conditions.

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 Software Packages that does not conform to (i) the Documentation accompanying the Software Packages, (ii) the Agreement, or (iii) any instruction that Cegid may give to the Client regarding such use;
- Any use of the Software Packages 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 Software Packages 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 7. WEB SERVICES**

Cegid publishes a set of functions and features accessible by web services. If under the order the Client acquires the right to use these web services, Cegid will invoice the Client on the basis of the number of named Users who can access such services (mobile devices, terminals, etc.) and/or per work unit consumption. The work units/number of named Users are given in in the "Description of Items Ordered" or in the online order form.

## **CLAUSE 8. TECHNICAL MEASURES FOR CONTROL AND VERIFICATION OF THE USE OF CEGID SOFTWARE PACKAGES**

Cegid reserves the right to integrate into the Cegid Software Package the following mechanism(s) in order to ensure that the Client's use of Cegid Software Packages complies with the terms of the Agreement: (i) a control mechanism and/or; (ii) a license activation key requirement. The Client may not evade or disable these mechanism(s).

Where a license activation key requirement is included in the Cegid Software Packages, the Client must enter and update the license activation key for the affected Cegid Software Packages which will not operate without a valid and updated activation key.

## **CLAUSE 9. 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. In order to determine how and when will be the most effective manner for conducting an audit, the Client agrees in particular to authorize Cegid to collect any relevant information via the use of tracking tools and other security mechanisms inserted in the Cegid Software Package.

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 Software Packages 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, in particular by activating, where applicable, the control mechanism mentioned in Clause "Technical Measures for Control and Verification of the Use of Cegid Software Packages". 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 10. COMBATING FRAUD**

The Client warrants that it will use the Software Packages provided by Cegid in compliance with the applicable laws and regulations, notably 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 Software Packages, 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 11. SERVICES**

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



The Service is described in the Terms of Service.

The Client must, in order to allow the proper provision of the Services, comply with the normal conditions of use of the Software Packages 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 Software Packages 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.

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.

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 Software Packages and that it 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 Software Packages if the Client wishes.

## **CLAUSE 12. EVOLUTIONS**

The Client acknowledges that legislative or regulatory changes may, at any time, render the functionalities of the Software Packages out of date. Cegid, (provided that the Client has subscribed to Services and subject to the conditions provided in the Terms of Service), will update the Software Package as soon as reasonably practical so it satisfies the new legal provisions provided the updates do not require re-writing a significant proportion of the existing Software Packages.

The Client also acknowledges that advances in technology, changes in legislation and changes in the requests of clientele may result in Cegid or the third-party supplier of Author Software Packages updating the Cegid Software Packages or the Author Software Packages, 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 Software Packages, for which Cegid disclaims all liability.

## **FINANCIAL PROVISIONS**

### **CLAUSE 13. PRICES AND INVOICES**

#### **13.1. Prices**

The prices are indicated in in the "Description of Items Ordered" and "Order Form", or in 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.

### **13.2. Invoicing Software Packages**

Software Packages will be invoiced upon delivery.

### **13.3. Invoicing Services**

Services are invoiced according to the provisions of in 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 Services, the Service will be invoiced monthly in advance. The first invoice for Services shall be sent upon delivery of the Software Packages 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 Services, 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 Clients 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.

### **13.4. Price revision**

During the term of the Agreement, 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 (5<sup>th</sup>) month following the date on which the invoice containing the price increase was issued before it ends.

## **CLAUSE 14. PAYMENT**

### **14.1. Payment of Software Packages**

Upon execution of the Agreement, the Client shall pay Cegid the total amount for any items ordered (excluding Services) inclusive of any taxes if the total amount is less than or equal to one thousand five hundred Pound Sterling exclusive of taxes (£1,500). If the total amount of items ordered (excluding Services) exceeds one thousand five hundred Pound Sterling exclusive of taxes (£1,500), the Client shall pay Cegid, upon execution of the Agreement, by wire transfer or direct debit, a minimum advance of thirty (30%) percent of the total amount of items ordered (exclusive of Services); said advance shall not be less than one thousand five hundred Pound Sterling exclusive of taxes (£1,500). For online orders, the Client will not be required to make any advance payment.

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.

#### **14.2. Payment of Services**

Any invoices due to 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. If the Client successively signs several contracts 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.

#### **14.3. Client 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 Cegid.

#### **14.4. 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 a 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 Software Packages and any other existing services until payment of the full amount due is remitted (with the understanding that the Client hereby agrees to allow Cegid to suspend the rights mentioned above by activating, if necessary, the tools integrated into the Software Packages to effect any such suspension, in case of Client default), 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 a Client's payment shall remain the financial responsibility of the latter.

#### **14.5. 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 15. CLIENT DATA

#### 15.1. *Personal Data*

Provisions pertaining to protection of Personal Data are inserted in Data Processing Appendix, which prevails over these general terms and conditions.

#### 15.2. *Back-up of Client Data*

The Client acknowledges it is responsible for backing up its Client Data 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 concerning the Service, the Client undertakes to prepare a backup of all its Client Data. During any interventions by Cegid, the Client shall remain the custodian of the hardware, software packages, Client Data, files, programs or databases and, as such, Cegid may not be responsible for their deterioration or destruction, whether total or partial.

All operations for retrieval or reconstitution of Client Data, programs or files which are lost or deteriorated are not covered by the Agreement.

### CLAUSE 16. 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 17. SECURITY

The Client is responsible for adopting all the necessary precautions to guarantee the security, confidentiality and integrity of all Client Data it may process directly or indirectly during use of the Software Packages, and in particular for ensuring the timely implementation of all measures necessary for backing up and retrieving its data. In this regard, the Client is solely responsible for backing up the data which it processes or archives and acknowledges that it is its responsibility to:

- prepare backups of its data regularly during daily use of the Software Packages and during execution of the Services,
- verify at least once a week the content of the backups made.

Likewise, the Client must adopt all appropriate measures to protect its information system, particularly against viruses, worms and other hostile intrusion processes.

## **CLAUSE 18. INDEMNITY – LIABILITY – INSURANCE**

### **18.1. 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 and/or breach of its obligations under this Agreement, 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.

### **18.2. 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 for
  - o the Software Packages and Third-Party Software to the license fees paid by the Client for the Software Packages and Third-Party Software; and
  - o for the Services 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 in the Agreement reflects 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 survive termination of the Agreement.

### **18.3. Insurance**

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

## **CLAUSE 19. WARRANTIES FOR THE LICENSE**

### **19.1. Warranties related to Cegid Software Packages**

#### **19.1.1. Warranty of title**

Cegid shall defend and hold the Client harmless, throughout the entire time during which it is entitled to use the Cegid Software Package, against any third-party claim for infringement of intellectual property rights belonging to a third party arising from use of the Cegid Software Package.

Cegid's obligation under this Clause 19.1.1 is conditioned on the Client's:

- immediately giving written notice to Cegid of any claim and/or action for infringement of a third-party's intellectual property rights concerning one or more Cegid Software Packages;
- not make any admission of liability, agreement or compromise in relation to the third-party claim without the prior written consent of Cegid (such consent not to be unreasonably conditioned, withheld or delayed),
- providing such information and assistance as Cegid may reasonably need or request,
- granting Cegid sole control over the defense and settlement of the claim.

Liability under this indemnity is limited under Clause 18.2.

If Cegid receives such an infringement claim or determines that the Cegid Software Package may become subject to such a claim, Cegid may, at its expense and discretion:

- obtain the right for the Client to continue use of the Cegid Software Package, or
- replace the Cegid Software Package with a software package (or if applicable, documentation) which is not the subject of any action for infringement of a third-party's intellectual property rights, or
- modify the Cegid Software Package to avoid any infringement of any third-party's intellectual property rights.

Cegid undertakes to pay any damages which the Client may be awarded to pay under a final court judgment notified by the Client to Cegid, within the limitation of liability contained in Clause "Liability" of the Agreement.

The foregoing warranty of title is not applicable to the Cegid Software Package where:

- the Cegid Software Package was used in a manner not expressly authorized by the Agreement,
- the Cegid Software Package was modified by the Client or by a third-party acting on behalf of the Client.
- the Client continues to use the Cegid Software Package whereas it has been alerted by Cegid of the existence of an allegation of infringement of a third-party's intellectual property rights or if Cegid has supplied an update that would allow the Client to prevent the alleged infringement.

#### **19.1.2. Warranty of conformity**

Cegid warrants, for a period of six (6) months from the date of delivery or download, that each Cegid Software Package will conform in all material respects to its Documentation.

Cegid does not warrant that the Cegid Software Packages are exempt from any defect, anomaly or interruption but shall use reasonable endeavors to remedy, with all reasonable possible diligence, any reproducible errors in the Cegid Software Packages observed with reference to the Documentation.

The warranty of conformity for the Cegid Software Packages is expressly limited to their conformity to the Documentation and shall not be extended to a warranty of conformity to the specific needs or specific activity of a Client. Cegid does not warrant the capability of the Software Package to achieve the objectives or results which the Client may have set and/or execute specific tasks which may have been the reason for the Client's decision to use Cegid Software Packages. The Client, or any representative appointed by the Client, is therefore responsible for ensuring that the Cegid Software Package is appropriate for its needs or the specific activity in the territory where the Cegid Software Package is used.

To the extent legally permitted, any other warranties, other than those set out in this Clause, are expressly excluded.

## **19.2. Warranties related to Author Software Packages**

If Author Software Packages are provided as part of the Agreement, they shall have the same warranties under the same conditions as the Cegid Software Packages.

## **CLAUSE 20. TERMINATION**

### **20.1. Termination of the Agreement for breach**

Each Party may terminate the Agreement as of right for material breach of the Agreement (as defined in Clause 20.2) by the other Party, 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 notice by registered mail detailing the breach, unless the latter proves it has remedied the breach.

In the event of termination of the Agreement, the Client will immediately cease all use of the Software Packages; and to destroy and/or to return to Cegid as promptly as possible, according to Cegid's instructions, all forms of reproductions of the Software Package. Said destruction and/or return shall be made at the Client's expense and the Client shall prove to Cegid in writing that destruction and/or return has been effectively completed according to Cegid's instructions and that it has not retained any copy of the Software Package, source codes, documentation or any other Confidential Information in any whatsoever form.

### **20.2. Termination of the Service for breach**

Each of the Parties may terminate the Service as of right for material breach duly proven by the other Party of one of its essential obligations as regards to the Service which renders continuation of the Service impossible or pointless, without prejudice to any other rights and remedies available under the Agreement.

Termination of the Service shall take effect three (3) months after receipt by the defaulting Party of notice by registered mail detailing the breach, unless the latter proves it has remedied the breach.

### **20.3. Effect of termination**

In the event of termination for breach by the Client, the latter 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 21. FORCE MAJEURE**

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 licence or consent; collapse of buildings, fire, explosion or accident; any labour 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.

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.

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 Force Majeure 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 Service without liability by notice to the other Party by registered mail.

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

In the event of termination of the Service for a Force Majeure Event, Cegid shall use reasonable endeavors to deploy the resources available to it to retrieve a maximum amount of Client Data.

## **CLAUSE 22. 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 23. 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 the Applicable Regulations and are inserted in Data Processing Appendix.

## **CLAUSE 24. 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 25. REGULATIONS**

### **25.1. Social Regulations**

Cegid undertakes to apply all legal and regulatory provisions incumbent on it concerning labor law and social security legislation, and in particular to provide the Client, upon request, with all certificates the Client is entitled to request. Cegid's employees shall remain Cegid's employees at all times. Cegid's employees fulfill their functions, under the management, supervision and responsibility of Cegid, which shall be responsible throughout the term of the Agreement, for their administrative, accounting and social management.

### **25.2. 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.

### **25.3. 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 26. MISCELLANEOUS PROVISIONS**

### **26.1. 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.

## **26.2. 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.

## **26.3. Amendments**

Except for the Terms of Services which may be amended by Cegid pursuant to the procedure defined in the Clause "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.

## **26.4. 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.

## **26.5. 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.

## **26.6. 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.

## **26.7. 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.

## **26.8. 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.

## **26.9. Control of computerized accounting system**

If the Software Packages incorporate applications for accounting, administration management or cash register systems, the Client is informed that in the event of an investigation of its computerized accounting system in the UK, Cegid undertakes throughout the duration of the Service to keep available to the tax administration documentation necessary to understand the functioning and the use of the Cegid Software Packages.

Cegid undertakes to cooperate with the Client in the event of such investigation and assist the Client, upon its express request and for a fee to be agreed, to answer any request for information by the tax administration.

**CLAUSE 27. 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.

## **Data Processing Appendix**

The provisions of this Appendix apply to the processing of Personal Data carried out under the Agreement.

### **1. General principles**

1.1. Under the provisions of the Applicable Law and in the execution of the Agreement:

- the Client acts as controller of Personal Data or, where appropriate, as processor of its clients;
- Cegid acts as processor only on behalf of and according to the documented and lawful instructions of the Client.

1.2. The Parties recognize that the achievement of the purpose of the Contract and, if the Contract concerns a SaaS solution, the use of the Service and its functionalities in accordance with its Documentation, constitute the documented instructions of the Client.

All additional instructions of the Client shall be in writing, specify the concerned purpose and the required operation. The implementation of any additional instructions will be subject to the acceptance by the Client of the quotation issued by Cegid if these additional instructions exceed the contractual obligations of Cegid as processor or those imposed by the Applicable Law.

Cegid undertakes to inform the Client by any means within five (5) days from the acknowledgement by Cegid of the instruction if, this instruction constitutes a violation of the Applicable Law. Cegid reserves the right not to implement the instructions that do not comply with the Application Law.

1.3. The Client acknowledges that it has the exclusive control and knowledge, including the origin, of the Personal Data processed in the performance of the Contract. The Client guarantees compliance with all its obligations as controller or, where appropriate, processor.

1.4. Unless the Applicable Law requires the storage of Personal Data, Cegid will delete the Personal Data and any copies at the expiration of the Agreement under the conditions mentioned in the Agreement.

1.5. Subject to notification of the Client as described in article 5 «Subprocessing » of this Appendix, Cegid may transfer the Personal Data for the performance of the Agreement. In any case, Cegid cannot transfer the Personal Data, without implementing the appropriate safeguards according to article 46 of the GDPR, outside:

- the European Union, or
- the European Economic Area, or
- a third country recognised by the European Commission as ensuring an adequate level of protection in application of the Applicable Law.

In this context and only when appropriate, it is recognized that the Client gives a mandate to Cegid to sign the applicable Standard Contractual Clauses of the European Commission in its name and on its behalf.

1.6. Cegid commits to maintaining a record of the processing activities as defined in article 30.2 of the GDPR as processor.

### **2. Security of Personal Data**

2.1. Pursuant to article 32.1 of the GDPR, the Client recognizes that Cegid implements appropriate technical and organisational measures in order to guarantee a level of security appropriate to the risks. The means implemented by Cegid are listed in a dedicated document and the latest version is at the disposal of the Client upon request.

In accordance with the Applicable Law, the Client is committed to implementing the appropriate technical and organisation measures in order to guarantee a level of security appropriate to the risks as data controller.

2.2 If the Agreement concerns a SaaS solution, it is understood that Cegid is responsible for the security of the Service only for matters falling within its control. Therefore, the Client remains responsible for the security and the confidentiality of its systems and its policy of access to the Service. It is its responsibility to make sure that the usages and the configuration choices of the Service at its disposal comply with the requirements of the Applicable Law. It is understood that Cegid is under no obligation to protect personal data which are stored or transferred outside the Service by the Client or by Cegid on the instructions of the Client and outside the strict execution of the Service.

2.3 Cegid ensures that its employees authorized to process Personal Data are committed to respecting the confidentiality, as provided under the Agreement.

### **3. Cooperation with the Client**

3.1. Cegid shall inform the Client without undue delay after reception, of any investigation, request or complaint addressed to Cegid by any data subject concerned by the processing of its Personal Data performed in the context of the Agreement.

As controller, the Client remains responsible of the response to be provided to such data subject and Cegid undertakes not to answer such requests. Nevertheless, taking into account the nature of the processing of the Personal Data, Cegid undertakes, by appropriate technical and organisational measures and insofar as this is possible, to help the Client for the fulfilment of its obligation to respond to such requests.

3.2. Upon written request of the Client, Cegid provides the Client, at the expense of the latter if the request exceeds Cegid's contractual obligations as processor or those imposed by the Applicable Law, with any significant information within its possession in order to help the Client with the requirements of the Applicable Law, including privacy impact assessments related to Personal Data protection carried out by and under the sole responsibility of the Client, as well as prior consultations with the competent control authority which may arise.

### **4. Notification of Personal Data breaches**

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.

4.2. Cegid shall provide the Client without undue delay following the notification of the Personal Data breach and where possible, with the following information:

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

## **5. Subprocessing**

5.1. The Client authorises Cegid to engage sub-processors in order to carry out processing activities of Personal Data on behalf of the Client necessary for the execution of the Agreement.

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

5.3. Cegid undertakes to contractually impose its sub-processors a level of obligation on Personal Data protection at least equivalent to the one set down in the Agreement and the Applicable Law. Cegid shall remain fully liable to the Client for the performance of that sub-processor's obligations.

5.4. Cegid undertakes to only engage a sub-processor:

- established in a member state of the European Union or the European Economic Area, or
- established in a third country recognised by the European Commission as ensuring an adequate level of protection in application of the Applicable Law, or
- with the appropriate guarantees pursuant to article 46 of the GDPR.

5.5. The list of Cegid's sub-processors is provided upon a written request of the Client. Cegid undertakes to inform the Client of any addition or replacement of sub-processors as soon as possible.

The Client may formulate its objections in writing within ten (10) business days from the reception of the information. The Client recognises and accepts that the absence of objection within this period constitutes the acceptance of the sub-processor.

In case of objection, Cegid shall provide the Client with all elements to set aside those objections. If the Client maintains its objections, the Parties undertake to meet and discuss in good faith for the continuation of their contractual relationship.

## **6. Compliance and audit**

Cegid provides the Client, by e-mail and upon its request, with any document required to prove compliance with its obligations as processor under the Agreement. Any other mode of transmission of those documents involving a cost for Cegid, requested by the Client, will be carried out at its expenses.

The Client may request further clarifications from Cegid if the documents provided are not adequate for verifying Cegid's compliance with its obligations as processor under the Agreement. In such case, the Client may request further clarifications to Cegid, by registered letter with an acknowledgement of receipt, justifying and documenting its request. Cegid undertakes to provide a response to the Client as soon as possible.

If despite Cegid's response, the Client questions the veracity of the completeness of the information submitted, the Client may carry out an on-site audit provided that the following conditions are met:

- (i) the Client addresses a written request for an on-site audit to Cegid, by registered letter with an acknowledgement of receipt, justifying and documenting its request;
- (ii) Cegid undertakes to provide a response to the Client within thirty (30) days following the date of the reception of the request specifying the scope and the conditions of the on-site audit. The verifications carried out on this audit shall take place at Cegid's premises where the IT means of the infrastructure are placed for operating the Service and/or any services as processor, and as far as those verifications will not disrupt the performance of the Service and/or any services. The duration of the audit may not exceed two (2) business days that will be invoiced by Cegid to the Client according to the applicable rates during the course of the

audit. If another audit is scheduled on the same date, Cegid may postpone the audit without exceeding fifteen (15) working days from the initial date of audit.

The Parties agree that no audit can be scheduled in June and December.

(iii) This audit can be carried out by the Client's internal auditors or can be entrusted to non-competing contractors at the Client's choice;

(iv) The auditors must enter into a non-disclosure agreement covering any confidential information collected during the audit regardless of how such information was collected. The confidentiality agreement must be signed by the auditors and communicated to Cegid prior to the audit.

During the audit, Cegid will give access to its premises, and in general, to any necessary document or employee so the auditors can conduct the audit in satisfactory conditions. It is understood that this audit shall not lead to the disruption of the performance of the Service.

The audit report shall be made available to Cegid by the auditors prior to being finalized, so that Cegid may address any comments. The final report must consider and reply to these comments. The audit report will then be sent to the Client and will be reviewed during a meeting between the Parties.

The final audit report shall be sent to Cegid as soon as possible.

If the final audit report reveals a failure to meet several commitments taken under the performance of the Service and/or any services, Cegid must propose a corrective action plan within a maximum of twenty (20) business days from the date of the meeting between the Parties.

It is understood that within the meaning of this clause, a business day is a day between Monday to Friday and does not include public holidays in metropolitan France.

Unless circumstances have changed or there is an event legitimizing the implementation of an audit within a shorter time, such as a request of a supervisory authority, audits shall only be performed by the Client once during the initial term of the Agreement and, thereafter, once every three (3) years.

## **7. Description of the processing**

The nature, purpose and the duration of the processing, the Persona Data processed, the categories of data subjects are described in a specific document available at the request of the Client or, where appropriate, on the online client portal.

This description refers to the standard functioning of the Service. It is the responsibility of the Client as data controller to verify if such description is adjusted to (i) the purposes and the processing carried out and to (ii) the Personal Data processed.