

## GENERAL TERMS AND CONDITIONS FOR SAAS SERVICES

### WHEREAS

Cegid markets application services accessible online of which it is the owner as well as application services designed and developed by third parties (SaaS services). The SaaS services 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 SaaS service 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 Service 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 Services are complementary to its 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 Service, 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 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 Service 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 General Terms and Conditions for SaaS Services. The Client acknowledges that the Professional Services proposed by Cegid are necessary for the proper use of the Service. 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 SaaS Services, 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"; 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 Service and the Technical Prerequisites, by using this latter means of access, which is permanently available.

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

- Client Data:** Means information and data (including Personal Data), of which the Client is the owner and/or controller and that the Client enters, fills in, transmits, collects, stores and or processes in connection with performance of the Agreement.
- Documentation:** Means the information made available by Cegid describing the methods for use of the Service, in the form of user documentation accompanying the Service and/or online help.
- Effective Date:** Means the date that the Agreement comes into effect, as indicated on the signature page on the Order Form.
- Extended Service Period:** Shall have the meaning given in Clause 'Effective Date – Term'.
- Initial Service Period:** Shall have the meaning given in Clause 'Effective Date – Term'.
- 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.
- Portal:** Means the web services portal which Cegid makes available to its clients. The Portal is accessible at the address <http://www.cegidlife.com> or any other website address, as communicated by Cegid.
- Professional Services:** Means the Cegid professional services to implement the Service offered by Cegid (analysis, configuration, training, etc.) and subscribed for by the Client in the “Description of Items Ordered”, which are subject to separate terms and conditions.
- Service:** Means the standard application functionalities delivered online, as well as Updates and Support, invoiced as a subscription and/or on a usage basis. The Services are intended for professional use. 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.
- Service Activation:** Means activation of the Service by Cegid.
- Subsidiary:** Means any subsidiary of the Client as defined in section 1159 of the Companies Act 2006 which can 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.
- Support:** Means assistance to the Client in case of failure of the Service to operate in all material aspects in accordance with the Documentation as specified in the Terms of Service. Support can only be performed by Cegid where the Client has the technical equipment allowing for remote assistance.
- Technical Prerequisites:** Means the latest version of the list of characteristics of the hardware and computer devices of the Client recommended by Cegid which must be implemented and complied with by the Client to access and use the Service. 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: <https://www.cegid.com/en/terms-and-conditions/> or at any other website address that Cegid will communicate to Client. It is the Client's responsibility to upgrade its User Workstations according to any modifications made to the Technical Prerequisites.
- Term:** Means the Initial Service Period and any Extended Service Period.
- Terms of Service:** Means the document describing the specific conditions related to content, limitations, term, Support, performance and invoicing applicable to the Service. The Terms of Service may be updated pursuant to Clause “Amendments of Terms of Service” and the latest version of the Terms of Service is accessible at all times on Cegid website <http://www.cegid.com/en/terms-and-conditions/> or any other website address notified by

Cegid. The Terms of Service prevail over these terms and conditions, except expressly provided herein.

**Third Party Service:** Means the application functionalities delivered online of which the author, publisher and operator is a third party but for which Cegid has obtained distribution and sub-licensing rights.

**Updates:** Means modifications, adaptations and error corrections made in Cegid's sole discretion to the existing standard application functionalities accessible as part of the Service, excluding adaptations and modifications requiring a re-write of a substantial portion of the existing standard application services. The Updates are provided according to the Terms of Service.

**User Workstation:** Means the hardware and information technology equipment of the Client allowing it to access the Service. The User Workstation must comply with the Technical Prerequisites.

**User:** Means, under the Client's responsibility, any natural person authorized by the Client to use the Service, as further defined below in Clause "Right of Access".

## **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 SaaS Services must be duly accepted and signed by the Parties, failing which, any amendment or alteration made on the pre-printed part of the Agreement (i.e., "Order Form," "Description of Items Ordered") shall be deemed null and void and without effect.

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

### **2.2. Purpose**

The purpose of this document is to define the terms and conditions under which Cegid will provide to the Client the Service referred to in the Agreement.

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

The Agreement takes effect on the Effective Date and remains in force for the Term of the Service, unless terminated earlier in accordance with Clause "Termination".

Except as stated otherwise in the Terms of Service, the Service is concluded for an initial service period of thirty-six (36) months, commencing on Service Activation (**Initial Service Period**). Unless terminated earlier in accordance with Clause "Termination" or this Clause, the Service will automatically extend for twelve (12) months (**Extended Service Period**) at the end of the Initial Service Period and at the end of each Extended Service Period. Either Party may give written notice by registered mail to the other Party, not later than six (6) months before the end of the Initial Service Period or the relevant Extended Service Period, to terminate this Agreement at the end of the Initial Service Term or the relevant Extended Service Term, as the case may be..

Activation of a supplementary optional service in the course of provision of the Service will not modify the Term.

## PROVISIONS CONCERNING THE SERVICE

### CLAUSE 4. SCOPE OF THE SERVICE

The list of standard application functionalities accessible as part of the Service as ordered by the Client is specified in the “Description of Items Ordered” or in the online order form.

### CLAUSE 5. SERVICE ACTIVATION:

Service Activation is effective when Cegid notifies the Client of the first Service access codes.

### CLAUSE 6. RIGHT OF ACCESS TO THE SERVICE

#### 6.1. *Right of access*

Cegid, subject to the provisions of the Agreement and the Client's payment in full of the subscription fees provided in the “Description of Items Ordered” or in the online order form, grants to the Client a non-exclusive, non-transferable, non-sublicensable right to permit the Users to use the Service and the Documentation during the Term for the Client's internal business operations. This right to use the Service is limited, depending on the offers:

- to a certain number of named Users (i.e. Users having a user name and a personal password); and/or
- to a number of logical or physical systems (e.g.: points of sale for Retail offer, mobile, digital tablets,...); and/or
- to any other work units expressed in the form of quantities, thresholds or caps (e.g.: number of pay slip for HR offer, number of active employees for Talent offer, ...);

as fixed in the “Description of Items Ordered” and “Order Form” or in the online order form and if applicable, in the Terms of Service.

For some offers, Client may increase the maximum number of named Users and/or logical systems or increase the work units thresholds it benefits from through the Portal or directly through the Service functionalities. In such case, the Client acknowledges that invoices related to Service edited by Cegid will take into account these increases as determined by the Client.

Access to the Service, in whole or in parts, may require the installation of an executable program installed on the hardware and computer devices or on the User Workstation.

Client's Subsidiaries may use 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 Service. The Client shall ensure that its Subsidiaries comply with all obligations under the Agreement and, in particular, that they will use the Service in compliance with the terms of the Agreement; their use shall not exceed the limits or thresholds fixed in the “Description of Items Ordered” or in the online order form. 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 a Subsidiary as defined hereinabove shall immediately and automatically forfeit its right to use and access the Service and/or to benefit from the Services under the Agreement. A right to access the Service may be granted to such company subject to execution of a SaaS agreement with Cegid that, among other things, provides the financial conditions for the supply of the Service.

#### 6.2. *Intellectual property*

The Client acknowledges and agrees that Cegid and/or its licensors own all intellectual property rights in the Service and the Documentation.

Cegid shall retain all rights, including the right to make corrections, to the Service. Any request dealing with the interoperability of the Service with any third party tool, including third-party tools under open source license, shall be submitted to Cegid via registered mail.

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 licences in respect of the Service or the Documentation.

This Agreement does not confer on the Client any property rights concerning the Service, its technology or the intellectual property rights of Cegid or a third party. The Client shall not cause any damage whatsoever to the Service or notably use the Service other than for its intended purpose according to the conditions in the Agreement. Consequently, the Client shall refrain from any reverse engineering of the Service with a view to creating a competing product or Service and/or copying or reproducing any functionalities, functions or graphic attributes of the Service. The Client:

- undertakes to solely use the Service in conformity to its Documentation for the sole purposes of its professional activity;
- is solely liable for the contents published and/or downloaded via the Services and is solely liable for the nature, content, accuracy, integrity and legality of the Client Data sent to Cegid in the frame of the Service and for the resulting operations. In particular, considering the authorized use of the Service by the Client, the latter shall refrain from sending or storing non-professional data and more generally any data which is unlawful, obscene, defamatory, or illegal data or data violating third party rights, protection of children or other privacy rights;
- undertakes to refrain from distributing the Service, making it available to third parties or leasing it unless otherwise specified in the corresponding Terms of Service;
- undertakes not to distort or interfere with the integrity or implementation of the Service or the data it contains;
- undertakes not to seek to obtain unauthorized access to the Service or systems or networks associated with it.

## **CLAUSE 7. CONDITIONS OF EXECUTION OF SERVICE**

### **7.1. Supply of the Service**

Cegid agrees to use reasonable skill and care in supplying the Service as provided by the Terms of Service, which specifies among other things the content, limitations, term, associated procedures and methods for establishing Updates and Support.

### **7.2. Responsibilities of the Client**

The Service shall be used by the Client under its sole control, direction and responsibility. The Client shall act as guarantor for compliance by Users, Subsidiaries and their Users under this Agreement. Without limiting the foregoing, the Client is responsible for:

- adopting and maintaining procedures and measures to protect its User Workstations, hardware, software, and passwords, including against any virus or intrusion;
- obtaining and maintaining all necessary licences, consents, and permissions necessary for Cegid, its contractors and agents to perform their obligations under this Agreement, including without limitation the Service;
- compliance with the latest updated version of the Technical Prerequisites;
- selecting, obtaining and maintaining all required internet access and telecommunications;

- being, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Cegid's datacenters, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.
- appointment, among its personnel, of a preferred contact for Cegid acting as SaaS administrator for the Client, for the Service, and including concerning security issues;
- use of login or access codes sent to it by Cegid on execution of the Service. It shall ensure that no unauthorized person has access to the Service; and
- errors committed by its personnel and Users while connected to or using the Service, notably concerning internet access and browsing.

Cegid disclaims all liability for the quality and electronic transmission of data using telecommunications networks and more generally the quality and reliability of the internet connection between the Client's User Workstations and the Service access point. In addition, Cegid shall not be responsible for accidental destruction of the Client's data by the Client or a third party accessing the Service without any fault of Cegid.

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.

### **7.3. Exclusions from the Service**

The following are excluded from the Service:

- any services relating to installation and satisfactory functioning of the User Workstation and the Client's infrastructure (telecommunications, networks, security equipment) allowing the Client to access and use the Service;
- resolutions of problems caused by error or incorrect operation by Users;
- Professional Services.

### **7.4. Warranty**

Cegid warrants that each Service will conform in all material respects to its Documentation.

Cegid does not warrant that the Service is exempt from any defect, but shall use reasonable endeavours to remedy with all reasonable possible diligence any reproducible errors in the Service observed with reference to the Documentation.

The warranty of conformity for the Service is expressly limited to its 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 Service to achieve the objectives or results which the Client has set and/or execute specific tasks which may have been the reasons for its decision to conclude this Agreement. The Client, or any representative appointed by the Client, is therefore responsible for ensuring that the Service is appropriate for its needs or the specific activity in the territory where the Service is used.

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

### **7.5. Development of the Services**

Cegid will remain solely responsible for the development of the Service notably regarding technological developments. Cegid without constraint, may design, organize and size the Service, modify it and upgrade it if necessary with partners and suppliers of its choice without the prior written consent of the Client, provided this does not reduce Cegid's undertakings in the Terms of Service.

### **7.6. Amendment of Terms of Service**

Cegid may amend the Terms of Service on one (1) month's prior notice to Client by mail or email to its SaaS administrators or by posting information on the Portal and/or any other appropriate means.

At the end of one (1) month notice period, if the Client has not terminated the Agreement as permitted by Clause “Termination of the Agreement by the Client pursuant to Clause Amendment of Terms of Service”, the Client will be deemed to have accepted the amended Terms of Service. The latest version of the Terms of Service shall be permanently accessible on the Cegid website <http://www.cegid.com/en/terms-and-conditions/> or any other website address notified by Cegid.

Notwithstanding the foregoing, Cegid may amend the Terms of Service to comply with any law or regulation. In such case, Cegid will make every effort to notify the Client of the amendment within a reasonable timeframe.

### **7.7. Upgrades**

The Client acknowledges that legislative or regulatory changes may, at any time, render the standard application functionalities accessible as part of the Service out of date. Cegid, as part of the Service, will update the standard application functionalities accessible as part of the Service so it satisfies the new legal provisions provided the updates do not require re-writing a significant proportion of the existing standard application functionalities.

The Client also acknowledges that advances in technology, changes in legislation and changes in the requests of clientele may result in Cegid updating the Service, which may result in upgrading the Technical Prerequisites, for which Cegid disclaims all liability.

### **7.8. Third Party Service:**

Where applicable, each Third Party Service is subject to:

- the terms and conditions of the third party author that will be provided to the Client or to which Cegid will provide the Client with online access. These third party author’s terms and conditions governing the Client’s access to and use of the Third Party Service, the third party author’s provision of the Third Party Service, the third party author’s obligation to protect Client Data, and provisions concerning intellectual property, warranty, termination, liability, applicable law and jurisdiction. The Client must accept these third party terms and conditions in order to use the Third Party Service;
- the Terms of Service of the third party author that Cegid will provide to the Client or to which Cegid will provide the Client with online access.

These terms and conditions supply the provisions governing the services term, pricing, invoicing and payment relating to Third Party Services, but the Client’s rights and responsibilities with respect to Third Party Services are otherwise governed solely by the third party author’s terms and conditions and Terms of Service.

## **CLAUSE 8. CLIENT DATA**

### **8.1. Personal Data**

Provisions pertaining to protection of Personal Data are inserted in Data Processing Appendix.

### **8.2. Client Data Location**

Unless otherwise provided in the Terms of Service, the Client Data is localized at one or more sites in the European Union.

### **8.3. Non-use of Client Data**

The Client remains the owner of the Client Data. Excluding the use described in Clause “Use of Statistical Information,” Cegid shall refrain from using, modifying, assigning or transferring to a third party, in whole or in part, whether or not for consideration, the Client Data which may have been communicated to Cegid by the Client for implementation of the Service, for purposes other than purposes of the Agreement.

The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Client Data.

### **8.4. Return of Client Data**

Upon expiry or on termination of the Agreement, access to the Service are closed on the last day of the Service. The Client shall, before that date, (i) retrieve accessible Client Data using the Service functionalities or (ii) request Cegid to provide a copy of its latest backup of the Client Data. Unless otherwise provided in the Terms

of Service, the return of the latest backup of the Client Data by Cegid will be made in a market standard format by download or for large files, by optical disc or other physical medium in the frame of a service billable at the current rate.

Unless otherwise provided in the Terms of Service, Cegid will begin deleting Client Data (both production Client Data and back-up copies) sixty (60) days following the effective date of expiration or termination of the Agreement, in accordance with Cegid's policy as regards to backup retention.

#### **8.5. Use of statistical information**

Notwithstanding Clause "Non-use of Client Data," Cegid may use Client Data as and to the extent necessary to prepare its invoices, develop usage statistics and to provide support to the Client

Cegid may also compile and publish anonymized aggregate statistics, provided they do not identify the Client's Confidential Information and do not include any Personal Data. Cegid shall retain all intellectual property rights over the results of such statistical analysis.

### **CLAUSE 9. SECURITY OF THE SERVICE**

#### **9.1. Management of security**

Cegid shall implement state of the art technical measures to ensure physical and logical security of the servers and networks under its responsibility and control. Each Party will promptly notify the other Party on becoming aware of any fact likely to constitute an attack on the physical or logical security of the environment of the other Party (e.g. attempted intrusion).

#### **9.2. Secure access to premises**

Unless otherwise provided in the Terms of Service, Cegid shall establish an access control system at the premises where the Services are performed, so that only persons authorized by Cegid or accompanied by authorized members of Cegid personnel can access them. It shall adopt all provisions to avoid any unlawful entry.

#### **9.3. Security of standard application functionalities**

Cegid shall implement the measures necessary to prevent access to the Service and Client Data, except to persons authorized by Cegid and persons authorized by the Client.

#### **9.4. Security of connections**

To ensure confidentiality of data transiting between the User Workstation and the Service access point, all connections are secure. The flow of data, using non-secure telecommunications network uses acknowledged security protocols, for example HTTPS or SFTP (based on Secure Shell - SSH).

#### **9.5. Security of Client Data**

Cegid shall implement state of the art measures to preserve the security of Client Data and prevent unauthorized modification, loss or disclosure, including by:

- adopting all useful measures according to state of the art to avoid any fraudulent use or misappropriation of Client Data;
- refraining from making copies of documents and media containing Client Data entrusted to it, except those strictly necessary for provision of the Service;
- respecting confidentiality and refraining from disclosing Client Data to other persons, whether private or public, legal or natural, except to the extent disclosure is required by law or a competent administrative or judicial authority, or is necessary in connection with a judicial action pursuant to Clauses "Amicable Disputes Resolution" and "Applicable Law and Jurisdiction".

Cegid shall ensure logical separation between Client Data and the data of other clients.

Provisions pertaining to security of Personal Data are inserted in Data Processing Appendix.



## **CLAUSE 10. COMBATING FRAUD**

The Client warrants that it will use the Service 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 Services, the Client shall indemnify Cegid against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Cegid arising out of or in connection with the claim of the tax administration against Cegid.

## **FINANCIAL PROVISIONS**

### **CLAUSE 11. PRICES AND INVOICES**

#### **11.1. Prices**

The prices of Service Activation and the Service are indicated 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 and which shall remain the Client’s sole responsibility.

#### **11.2. Invoices**

Service Activation will be invoiced upon completion.

Unless otherwise stated in the Terms of Service, the Service will be invoiced:

- monthly, in advance, for subscription fees; or
- monthly in arrears for fees based on usage.

The first invoice for subscription Services shall be sent on the date that Cegid notifies the Client of the Service access codes (effective Service Activation), or on the first day of the following month. 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 prorated for partial calendar periods.

Notwithstanding anything to the contrary in the Order Forms and the Terms of Service, Cegid reserves the right to invoice the service annually in advance if the amount of services ordered by the Client is less than one thousand five hundred Pound Sterling (£1,500) per annum (exclusive of taxes).

Moreover, if the Client has subscribed to services from Cegid under several agreements, Cegid also reserves the right to invoice the 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. This invoicing period will be decided by Cegid between the invoicing periods of the relevant contracts.

If the Client consumes more of a Service than the access threshold specified in “Description of Items Ordered” or in the online order form, Cegid may invoice the Client for the overage at the rates then-currently in effect plus fifty (50) %, combined with an adjustment invoice covering all periods since the threshold was exceeded.

#### **11.3. Price revision**

During the Initial Service Period, Cegid may increase the fees payable for the Services under this Agreement by an amount not to exceed eight percent (8%), twice per year and per item ordered.

During any relevant Extended Service Period, Cegid may increase the fees payable for the Services under this Agreement, twice per year and per item ordered. If a Client refuses a price increase, such Client shall have the right to terminate the Agreement by sending notice to Cegid via registered mail within forty-five (45) 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 sixth (6<sup>th</sup>) month following the date on which the invoice containing the price increase was issued before it ends.

## **CLAUSE 12. PAYMENT**

### **12.1. Payment**

#### **12.1.1. Service Activation Fees**

Upon execution of the Agreement, the Client shall pay Cegid the total amount for Service Activation inclusive of 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 fees for Service Activation 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 the Service Activation fees; said advance shall not be less than one thousand five hundred Pound Sterling exclusive of taxes (£1,500).

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

#### **12.1.2. Service Fees**

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. 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 a single direct debit mandate, 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.

### **12.2. 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 non-payment or delay in payment by the Client of any invoices due Cegid.

### **12.3. Payment default**

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

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

Non-payment 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 the Client's payment shall remain the financial responsibility of the latter.

#### **12.4. 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 13. 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 14. INDEMNITY – LIABILITY – INSURANCE**

#### **14.1. Indemnity**

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

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

#### **14.2. Liability**

Except as expressly and specifically provided in this Agreement:

- the Client assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Client, and for conclusions drawn from such use. Cegid shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Cegid by the Client in connection with the Services, or any actions taken by Cegid at the Client's direction;

- all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
- the Services and the Documentation are provided to the Client on an "as is" basis.

Nothing in this Agreement excludes the liability of Cegid:

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

Subject to the aforementioned:

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

The Parties acknowledge that the prices 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.

### **14.3. Insurance**

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

## **CLAUSE 15. TERMINATION**

### **15.1. Termination of the Agreement for material breach**

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

### **15.2. Termination of the Agreement for breach of the availability rate**

The Client may terminate the Agreement for cause if the Service, for a period of three (3) consecutive months, fails to meet the availability rate as indicated in the Terms of Service, without prejudice to any other rights and remedies available to the Client under the Agreement. Termination of the Agreement shall take effect three (3) months after receipt by Cegid of a registered mail detailing the breach, unless Cegid proves it has remedied the breach before the end of the notice period.

### **15.3. Termination of the Agreement by the Client pursuant to the Clause "Amendment of Terms of Service"**

The Client may terminate the Agreement by sending a notice via registered mail to Cegid if Cegid amends the Terms of Service pursuant to Clause "Amendment of Terms of Service" and in a manner materially reducing Cegid's obligations as regards to availability rates, management of backups and access conditions to Support. Neither Party shall be liable to the other because of such termination.

The Client's notice under this Clause will refer to this Clause and be sent by the Client to Cegid within one month of notification by Cegid of the amendment. Termination of the Agreement shall take effect six (6) months after the date of the Client's notice in order to allow the Client time to arrange an alternative solution.

#### **15.4. Effect of termination**

In the event of termination, the Client shall cease to use the Service from the day of termination of the Agreement. The provisions of Clause “Return of Client Data” shall then apply.

### **CLAUSE 16. FORCE MAJEURE**

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

Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary 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, telecommunication services and telecommunication networks (other than by companies in the same group as the party seeking to rely on this clause).

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

If the impediment is temporary, fulfillment of the obligation is suspended until the Party invoking the Force Majeure Event is no longer impeded by such 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 Agreement without liability by notice to the other Party by registered mail.

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

In the event of termination of the Agreement for a Force Majeure Event, Cegid undertakes to deploy the resources available to it to retrieve a maximum amount of Client Data.

### **CLAUSE 17. 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 endeavours 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 Agreement.

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 18. 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 sub-processors are inserted in Data Processing Appendix.

## **CLAUSE 19. 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 20. REGULATIONS**

### ***20.1. 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.

### **20.2. 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.

### **20.3. 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 21. MISCELLANEOUS PROVISIONS**

### **21.1. 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.

### **21.2. 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.

### **21.3. Amendments**

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

### **21.4. Headings**

The headings of the Agreement are inserted solely to facilitate reading of the contractual documents. Should the heading of a paragraph or an 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.

### **21.5. 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.

### **21.6. 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.

### **21.7. 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.

### **21.8. 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.

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

If the Service incorporates applicative functionalities of 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 and after expiration of the Agreement until statute of limitation for tax action has expired:

- to keep available to the tax administration documentation necessary to understand the functioning and the use of the Service;
- 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.

If the Service incorporates applicative functionalities for accounting, the Client is informed that it has, in order to comply with its obligations to archive accounting data, the possibility of retrieving as part of the Service:

- the account books;
- supporting documentation in original format where this documentation is produced by the Service;

The Client acknowledges that the Service does not constitute an archiving solution for accounting data and, as such, agrees to proceed with the necessary archiving operations in case of investigation of its computerized accounting system.

### **21.10. Information provided by the Service**

Cegid and the Client declare that information provided and processed by the Service shall be admissible between them, in the absence of any proof to the contrary.

## **CLAUSE 22. 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.

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.