

GENERAL TERMS AND CONDITIONS OF USE FOR SAAS SERVICES

INTRODUCTION

Cegid markets application services online for which it has all property rights as well as application services designed and developed by third parties (SaaS services). The SaaS services offered by Cegid are standard services designed to meet the needs of the largest number of customers.

The Customer wishes to have new IT tools and would like to be able to use a SaaS Service offered by Cegid to carry out its professional activity.

Cegid, as part of its duty to inform and advise its customers, has provided the Customer with a business proposal and/or documentation presenting the Service which the Customer acknowledges having read. It is the Customer's responsibility, particularly on the basis of this information, to ensure that the Service is suitable for its own needs and constraints. To this end, prior to accepting the Agreement, the Customer may ask Cegid for any additional information and/or to attend another demonstration of the Service, failing which, the Customer acknowledges having been sufficiently informed. Any specifications or statement of requirements prepared by the Customer will not under any circumstances be taken into account by Cegid for the purposes of the Agreement unless expressly approved by Cegid to be included as an appendix to the Agreement before it is signed. The Client acknowledges and accepts that changes may be made to this document, and that the version of the General Terms and Conditions of Use for SaaS services applicable for the Contract is the one available at <https://www.cegid.com/fr/cgv/>. The Customer is informed that the Professional Services proposed by Cegid are necessary for the proper use of the Service. Therefore, in view of its needs, it is the Customer's responsibility to assess whether it should use these Professional Services.

THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1. DEFINITIONS

For the performance of this Agreement, capitalised terms and expressions have the meanings given below, whether used in the singular or plural.

Agreement: means either:

- the set of contractual documents including several sections and documents, i.e. the "Items Ordered", "Order Form", "SEPA Mandate", if applicable and issued, these General Terms and Conditions of Use for SaaS Services, as well as the Terms of Service and Technical Prerequisites, and any other general terms and conditions applicable to the items ordered by the Customer as detailed in the "Items Ordered"; or
- an online order validated by an authorised person of the Customer, including the items ordered, quantities, prices, the SEPA Mandate if applicable, these General Terms and Conditions of Use for SaaS services as well as the Terms of Service and Technical Prerequisites, and any other general terms and conditions applicable to the items ordered by the Customer as detailed in the "Items Ordered".

The General Terms and Conditions of Use for SaaS Services, the Terms of Service and the applicable Technical Prerequisites can be viewed on and downloaded from the Cegid website (<http://www.cegid.com/fr>) and may also be sent to the Customer upon request. These documents therefore comply with Article L. 441-1 of the French Commercial Code which stipulates that a service provider must provide information by any means that is consistent with the practices of the profession. Cegid recommends that the Customer read the General Terms and Conditions of Use for SaaS Services, the Terms of Service and the Technical Prerequisites by this means of access, which is permanently available.

- Customer:** means the legal entity or natural person, the contracting party of Cegid, acting in the context of its professional, commercial, industrial, craft or profession activity.
- Customer Data:** means the information (including Personal Data) that the Customer owns and/or is responsible for and which it enters, provides, transmits, collects, stores and/or processes as part of the performance of the Agreement.
- Documentation:** means the information provided by Cegid setting out the terms of use of the Service, in the form of user documentation accompanying the Service and/or online help.
- Effective Date:** means the effective date of the Agreement as indicated on the signature page of the Order Form.
- Personal Data:** means the personal data that the Customer processes as part of the performance of the Agreement, within the meaning of Directive 95/46/EC and Law no. 78-17 of 6 January 1978 known as the French Data Protection Act and, as of 25 May 2018, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the “GDPR”), and repealing Directive 95/46/EC and Law No. 78-17 of 6 January 1978, these regulations being referred to below as the “Applicable Regulations”.
- Portal:** means the web services portal that Cegid provides to its customers. The Portal is accessible at <http://www.cegidlife.com> or at any other website address provided by Cegid.
- Professional Services:** means the services to implement the Service offered by Cegid (analysis, configuration, training) and subscribed to by the Customer under separate General Terms and Conditions for Professional Services.
- Service:** means the standard application functionalities delivered online as well as Updates and Support, invoiced as a subscription or on a usage basis. The Service is intended for professional use. The Service has been designed and developed for the French market and unless the Customer acquires Country Packages (as defined, , in the Terms of Service if applicable) listed in the “Items Ordered” section of the Order Form or in the online order, it may only be recommended “as is” for French companies located in metropolitan France or, as appropriate, for subsidiaries of French companies located abroad, whose needs can be met by this Service.
- Service Activation:** means the activation of the Service by Cegid.
- Subsidiary:** means a subsidiary of the Customer within the meaning of Article L. 233-3 of the French Commercial Code which may have access to the Service under the conditions of the “Right of Access” clause. As an exception, all entities directly or indirectly, through intermediaries, operating a business that competes with Cegid shall not be considered as Subsidiaries.
- Support:** means the assistance provided to the Customer in the event of a fault during the routine use of the Service. The Support may only be provided by Cegid where the Customer’s technical systems allow remote assistance.
- Support Service:** means the services provided by Cegid when the Customer has subscribed, as applicable, to an optional service (such as the CSA), as set out in the Terms of Service.
- Technical Prerequisites:** means the latest version of the list of characteristics of the computer hardware and systems recommended by Cegid which the Customer must implement and comply with to access and use the Service. The Technical Prerequisites are subject to change and the latest version is permanently available on the Cegid website (<http://www.cegid.com/fr/cgv/>) or at any other website address provided by Cegid. It is the Customer’s responsibility to upgrade its User Workstations in accordance with changes made to the Technical Prerequisites.
- Terms of Service:** means the document setting out the specific provisions in terms of content, limitations, duration, Support, conditions of performance, and invoicing applicable to the Service and Support Service as appropriate. The Terms of Service are subject to change in accordance with the “Changes to the Terms of Service” clause. The latest version of the Terms of Service is permanently available on the Cegid website <http://www.cegid.com/fr/cgv/> or at any other website address provided by Cegid. In any event, the provisions of the Terms of Service will prevail over the provisions of these General Terms and Conditions of Use for SaaS Services,

unless otherwise expressly provided for in these General Terms and Conditions of Use for SaaS Services.

Third-Party Online Service: means the online application functionalities of which a third party is the author, publisher and operator but for which Cegid has distribution rights.

Updates: means the improvements made to the Service, and decided on by Cegid, with regard to technological, legal or functional changes and provided that such adaptations or changes do not make it necessary to rewrite a substantial part of the Service. Updates also include the correction of any anomalies in the Service in relation to the Documentation. Updates are provided in accordance with the Terms of Service.

User: means any natural person authorised by the Customer who may have access to the Service, as further specified in the “Right of Access” clause.

User Workstation: means the Customer’s computer hardware and systems enabling it to access the Service. The User Workstation must comply with the Technical Prerequisites.

ARTICLE 2. ACCEPTANCE OF THE AGREEMENT - PURPOSE

2.1. Acceptance of the Agreement

The Customer is deemed to have read the Agreement as defined in the “Definitions” clause and to have duly accepted it without reservation. The Agreement is accepted by the Customer without reservation when signing the Order Form and/or the direct debit mandate in printed form or when placing an online order referring to these General Terms and Conditions of Use for SaaS Services and constituting acceptance of the entire Agreement.

Any changes to these General Terms and Conditions of Use for SaaS Services must be the subject of specific terms and conditions duly accepted and signed by both Parties. Otherwise, any amendment or alteration made to the pre-printed part of the Agreement (Order Form, Items Ordered) shall be deemed void and without effect.

Where the Agreement is accepted remotely, the Customer acknowledges and accepts that faxes bearing the signature of one of its representatives or employees that are received by Cegid constitute written proof and may be legitimately enforced by Cegid. Electronic acceptance of the Agreement has the same probative value between the Parties as a printed agreement. The computerised records stored in the computer systems shall be stored in accordance with reasonable security measures and shall be considered as proof of the communications between the Parties. The contractual documents are archived on a reliable and durable media that can be produced as evidence.

2.2. Purpose

The purpose of this Agreement is to set out the terms and conditions under which Cegid shall provide the Customer with the Service referred to in the Agreement.

ARTICLE 3. EFFECTIVE DATE - TERM

The Agreement enters into force on the Effective Date as determined on the signature page and remains in force for the duration of the Service. Unless otherwise specifically provided in the Terms of Service, the Service is concluded for an initial period of thirty-six (36) months of invoicing starting from Service Activation (referred to below as the “**Initial Period**”).

The Service will then be automatically extended for successive periods of twelve (12) months (referred to below as the “**Extended Period**”). The Party that decides not to extend the Service shall notify its decision to the other Party by registered letter with acknowledgement of receipt no later than six (6) months of invoicing before the end of the current period.

The activation of an additional optional service during the performance of the Service will not change the duration of the Service as specified above.

PROVISIONS RELATING TO THE SERVICE

ARTICLE 4. SCOPE OF THE SERVICE

The list of standard application functionalities accessible under the Service is specified in the “Items Ordered” section or in the online order.

ARTICLE 5. SERVICE ACTIVATION

Service Activation will be effective when Cegid provides the Customer with the initial Service access codes.

ARTICLE 6. RIGHT TO ACCESS THE SERVICE

6.1. *Right of Access*

In return for payment of the subscription stipulated in the “Items Ordered” section or in the online order, Cegid will grant the Customer a limited right of access to the Service, depending on the offers:

- to a certain number of named Users (Users with a personal username and password); and/or
- to a number of logical or physical systems (e.g. point of sale, tablet, mobile, etc.); and/or
- to any other work units (expressed in the form of quantities, thresholds, caps, etc.);

as set out in the “Items Ordered” and “Order Form” sections or in the online order and if applicable, in the Terms of Service.

For certain offers, the Customer may increase the maximum number of its named Users and/or logical systems or increase the work unit thresholds from which it benefits through the Portal or directly through the Service functionalities. In this case, the Customer accepts that the invoices relating to the Service published by Cegid will take into account these increases as specified by the Customer.

As part of certain Cegid offers, access to the Service or certain Service functionalities may include the installation of executable software on the User device or workstation.

The Customer’s Subsidiaries may benefit from the Service provided by Cegid to the Customer under this Agreement and under the same conditions as the Customer. The Customer shall inform its Subsidiaries wishing to use the Service of the content of this Agreement applying to them. The Customer shall ensure that its Subsidiaries comply with all the obligations incumbent upon it under the Agreement, and in particular that they use the Service in accordance with the provisions of the Agreement; their use shall not exceed the limits or thresholds set out in the “Items Ordered” section or in the online order. The Customer shall guarantee the compliance of its Subsidiaries with the provisions of the Agreement and will be held liable in the event of a breach by one of its Subsidiaries. Should one of the Customer’s Subsidiaries fail to comply with any of the provisions of the Agreement, Cegid may contact the Customer directly in order to obtain compensation without any requirement to give prior formal notice to the concerned Subsidiary.

In the event that, , after the Effective Date of the Agreement, a Subsidiary is no longer a Subsidiary as defined above, the said company will immediately and automatically lose its right to access the Service under this Agreement. The Services may be provided to this company subject to the signing of a SaaS agreement with Cegid, which will specify, among other things, the financial conditions for the provision of the Services.

6.2. *Web services*

Cegid publishes a set of functionalities that may be accessible via web services. A Customer that wishes to use these web services will be invoiced on the basis of the number of named Users who can access these services (mobile devices, terminals, etc.) and/or by the work unit consumed. The work units / number of named Users are those specified in the “Items Ordered” and “Order Form” sections or in the online order.

6.3. Intellectual property

Cegid owns all applicable intellectual property rights relating to the Service or represents, when a third party owns the intellectual property, that it has obtained from this third party the right to market or distribute the Service.

Any request whatsoever concerning the interoperability of all or part of the Service with any third-party tool, including third-party tools subject to open source software, must be sent beforehand and systematically to Cegid by registered letter with acknowledgement of receipt.

This Agreement does not grant the Customer any ownership rights relating to the Service, its technology or the intellectual property rights owned by Cegid or a third party. The Customer shall not cause any damage to the Service in any way whatsoever or in particular by using the Service in a manner that does not comply with its intended purpose and the conditions set out in the Agreement. Consequently, the Customer shall refrain, in particular, from any reverse engineering of the Service in order to develop a competing product or service and/or from copying or reproducing any functionalities, functions or graphic attributes of the Service. The Customer:

- shall only use the Service in accordance with its professional purpose, its Documentation and for the sole purposes of its professional activity;
- bears sole responsibility for the content distributed uploaded and/or downloaded via the Services and will assume full liability for the nature, content, accuracy, integrity and legality of the Customer Data transmitted to Cegid as part of the Service, as well as for the use resulting therefrom. In particular, in view of the authorised use of the Service by the Customer, the Customer shall refrain from sending or storing non-professional data and more generally any data that is unlawful, obscene, or defamatory, or illegal data or data violating third party rights, the protection of children or privacy rights;
- shall not distribute the Service, make it available to third parties or lease it unless otherwise provided for in the corresponding Terms of Service;
- shall not distort or disrupt the integrity or performance of the Service or the data it contains;
- shall not attempt to obtain unauthorised access to the Service or the systems or networks associated with it.

ARTICLE 7. CONDITIONS OF PERFORMANCE OF THE SERVICE

7.1. Provision of the Service

Cegid shall provide the Service in accordance with the provisions of the corresponding Terms of Service, which specify in particular the content, limitations, term, related procedures, and conditions for implementing Updates and Support.

7.2. Use of the Service

The Service shall be used by the Customer under its sole control, direction and responsibility. The Customer shall guarantee the Users' compliance with this Agreement. Therefore, the Customer is responsible for:

- implementing all useful processes and measures intended to protect its User Workstations, hardware, software packages, software and passwords, including against any virus and intrusion;
- compliance with the latest up-to-date version of the Technical Prerequisites;
- selecting a provider for telecommunications access or media; the Customer having to assume responsibility for administrative requests and take out the necessary subscriptions of which it will cover the cost;
- appointing, from among its staff, a SaaS administrator to be Cegid preferred contact regarding the Service and in particular for security issues;
- the use of logins or access codes provided to it by Cegid when performing the Service. It shall ensure that no unauthorized person can access the Service;
- errors made by its personnel and Users while using the Service and procedures enabling them to connect to the Service, particularly concerning Internet access and browsing.

Cegid disclaims all liability regarding the quality and electronic transmission of data when it uses the telecommunications networks and more generally the quality and reliability of the internet connection between the Customer's Workstations and the Service access point. Cegid shall not be held liable for the accidental destruction of Customer Data by the Customer or a third party that has accessed the Service at no fault of Cegid.

Furthermore, Cegid cannot be held liable for any disclosure, destruction and/or alteration of Customer Data following the Customer's failure to comply with (or refusal to apply) Cegid's recommendations and/or instructions related to the performance of the Service, such as, for example, the Customer's refusal to use Cegid tools allowing the transfer of Customer Data during the term of the Agreement.

Cegid reserves the right to invoice the Customer for the time spent searching for causes of incidents if the incident encountered by the Customer does not originate from a Service, service or supply provided by Cegid under this Agreement.

7.3. Exclusions from the Service

The following are excluded from the Service:

- work and intervention concerning the installation and proper functioning of the User Workstation and Customer's infrastructure (telecommunications, networks, security equipment) enabling the Customer to access and use the Service;
- resolving problems caused by error or incorrect operation by Users;
- the Professional Services.

7.4. Warranty

Cegid warrants that each Service complies with its Documentation.

Cegid does not warrant that the Service is free of any defect or hazard but shall exclusively undertake to remedy with all reasonable possible diligence reproducible errors in the Service observed in relation to its Documentation.

The warranty of conformity of the Service is expressly limited to its conformity to its Documentation and shall not be extended to a warranty of conformity to the specific needs or specific activity of a Customer. Cegid does not warrant the capability of the Service to achieve the objectives or results that the Customer has set and/or to perform specific tasks which may have prompted its decision to enter into this Agreement. To that end, the Customer or any third party appointed by the Customer is therefore responsible for ensuring that the Service is appropriate for its needs or specific activity in the territory where the Service is used.

To the extent permitted by law, any warranty other than those set out in this clause is expressly excluded.

7.5. Cegid Service Development Policy

The Customer acknowledges that Cegid will remain free in all circumstances to determine its development policy, particularly on the basis of technological developments. Therefore, Cegid may, without constraint, design, organise 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 Customer, provided that this does not reduce Cegid's commitments in the Terms of Service.

7.6. Amendment of the Terms of Service

Cegid may amend the Terms of Service by giving one (1) month's notice to the Customer and/or one of its SaaS administrators by letter and/or by posting information on the Portal and/or by any other appropriate means. At the end of a one (1) month notice period following notification by Cegid of the amendment and if the Customer has not terminated the Agreement in accordance with the provisions of the clause "Termination of the Service pursuant to Clause 7.6", the Customer will be deemed to have accepted the amended Terms of Service. The latest version of the Terms of Service is available at all times on the Cegid website <http://www.cegid.com/fr/cgv/> or at any other website address provided by Cegid.

Notwithstanding the foregoing, Cegid may amend the Terms of Service to comply with any law or regulation. In this case, Cegid will make every effort to notify the Customer of these amendments within a reasonable time frame.

7.7. Upgrades

The Customer is informed that legislative changes may, at any time, render the standard application functionalities accessible as part of the Service out of date. As part of the Service, Cegid will Update the standard application functionalities accessible in respect of the Service so that they comply with the new legal provisions, provided that such modifications or updates do not require re-writing a substantial part of the existing application functionalities.

The Customer is also informed that advances in technology, and changes in legislation and in the requests of its customers may lead Cegid to carry out Updates, which may lead to changes in the Technical Requirements for which Cegid cannot be held liable.

7.8. *Third-Party Online Service*

Any Third-Party Online Service will be subject to:

- firstly, the terms and conditions of the third-party author, which will be provided to the Customer by Cegid or made available to the Customer online according to the information provided by Cegid. These terms and conditions will govern the conditions of accessing the Third-Party Online Service, the conditions of providing the Third-Party Online Service, the procedures for protecting Customer Data, and the legal provisions concerning in particular intellectual property, warranty, termination, liability, applicable law and jurisdiction. The Customer must accept these terms and conditions;
- secondly, the related Terms of Service which will be provided to the Customer by Cegid or made available to the Customer online according to the information provided by Cegid.

Therefore, for any Third-Party Online Service, the scope of these General Terms and Conditions of Use for SaaS Services will exclusively apply to the Service term, setting and revision of prices, invoicing and payment terms as well as the provisions strictly related to the prices, invoicing and payment terms.

ARTICLE 8. CUSTOMER DATA

8.1. *Personal Data*

The provisions relating to the protection of Personal Data are set out in the “Personal Data Processing Policy” appendix.

8.2. *Location of Customer Data*

Unless otherwise stipulated in the Terms of Service, Customer Data is located at one or more sites within the European Union.

8.3. *Return of Customer Data*

Upon expiry or in the event of termination of the Agreement, access to the Service ends on the last day of the Service. Before this expiry, the Customer must therefore have (i) retrieved the Customer Data accessible through the Service functionalities or (ii) asked Cegid to return a copy of the last backup of the Customer Data. Unless otherwise stipulated in the Terms of Service, Cegid will return a copy of the last backup of the Customer Data in a market standard format chosen by Cegid and will make it available to the Customer free of charge or, if the volume of the Customer Data is too large, by download or by sending an external medium, which will be a billable service at the current rate.

Unless otherwise stipulated in the Terms of Service, from the sixtieth (60th) day following the termination of the Agreement, the Customer Data deletion process will be initiated in order to make it unusable. Both the production data and backup copies will be deleted according to backup retention periods.

8.4. *Use of Customer Data*

The Customer is and will remain the owner of the Customer Data.

The Customer expressly agrees that Cegid may collect, store, use and potentially analyse or process the Customer Data and information obtained as part of the performance of the Agreement, either directly or through its sub-processors, including for the following purposes:

- performance of the purpose of the Agreement, including the provision of the Service;
- improvement and enhancement of the Service and/or offers and products;
- development of new services, offers or functionalities;
- dissemination of messages relating to offers, including by Cegid’s partners;
- Cegid’s compliance with contractual and legal obligations.

When Customer Data is aggregated for analysis, Cegid shall implement appropriate measures so that the results of these analyses do not identify the Customer or Users. Cegid owns the intellectual property rights relating to these analyses and their results.

ARTICLE 9. SECURITY OF THE SERVICE

9.1. Management of security

Cegid shall implement the technical means in accordance with the state of the art to ensure the physical and logical security of the servers and networks under its responsibility and control. Each Party will promptly notify the other Party as soon as it becomes aware of any fact likely to constitute an attack on the physical or logical security of the other Party's environment (e.g. attempted intrusion).

9.2. Secure access to premises

Unless otherwise agreed in the Terms of Service, Cegid will put in place an access control system at the premises where the Services are performed, so that only persons authorised by Cegid or accompanied by authorised personnel can access them. It will adopt all measures to avoid any unlawful entry.

9.3. Security of standard application functionalities

Cegid shall implement the measures necessary to only allow persons authorised by Cegid and persons authorised by the Customer to access the Service and Customer Data.

9.4. Security of connections

To ensure the confidentiality of data in transit between the User Workstation and the Service access point, all connections are secured. Data flows using unsecure telecommunications networks will use recognised security protocols such as HTTPS or SFTP (based on Secure Shell - SSH).

9.5. Security of Customer Data

Cegid shall take all necessary precautions in accordance with the state of the art to protect the security of the Customer Data so that it is not distorted, damaged or disclosed to unauthorised third parties by Cegid.

Therefore, Cegid shall comply with and ensure that its personnel comply with the following obligations:

- adopt all necessary measures in accordance with the state of the art to avoid any misuse or fraudulent use of the Customer Data;
- refrain from making copies of documents and media containing Customer Data entrusted to it, except those strictly necessary for the provision of the Service;
- observe confidentiality and refrain from disclosing Customer Data to other persons, whether private or public, natural or legal, unless such disclosure is required by law or a competent judicial or administrative authority or is necessary in connection with a legal action pursuant to the "Governing Law and Jurisdiction" clause.

Cegid shall ensure complete separation between Customer Data and the data of other customers.

The security measures relating to Personal Data are set out in the "Personal Data Processing Policy" appendix.

ARTICLE 10. ANTI-FRAUD

The Customer warrants that it will use the Services provided by Cegid in accordance with applicable laws and regulations, particularly regarding tax and social regulations. More specifically, should Cegid be held jointly and severally liable notably by the tax authorities and/or URSSAF [the social security & family allowance contributions collections office] for the payment of backdated tax issued due to the Customer's irregular use of the Services, the Customer shall compensate Cegid in full, i.e. the amount of the sums claimed notably by the tax authorities and/or URSSAF.

FINANCIAL PROVISIONS

ARTICLE 11. PRICES AND INVOICING

11.1. Prices

The Prices of Service Activation and Service are indicated in the “Items Ordered” and “Order Form” sections or in the online order. All prices are set exclusive of VAT and other taxes, duties, fees or charges payable by the Customer under the regulations in force on the issue date of Cegid’s invoice and which shall remain the Customer’s sole responsibility.

The Customer will cover the cost of communications between Cegid and the Customer outside metropolitan France which will be subject to additional invoicing.

11.2. Invoicing

Service Activation will be invoiced upon completion. Cegid reserves the right to issue invoices electronically.

Unless otherwise specifically 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 Service invoicing shall start on the date that Cegid provides the Customer with the Service access codes (Service Activation), or otherwise on the first day of the following month. Cegid will invoice the Services on the basis of calendar periods and not anniversary periods. As applicable, the first and/or last invoice will be issued on a pro rata basis.

Notwithstanding anything to the contrary in the Order Form and Terms of Service, Cegid reserves the right to invoice the Service annually in advance if the amount of the Services ordered by the Customer is less than one thousand five hundred euros (€1,500) per annum excluding taxes.

Furthermore, if the Customer has subscribed to services from Cegid under several agreements, Cegid also reserves the right to invoice the Services ordered under this Agreement as well as the services ordered under previous agreements in one single invoice. This single invoice may be issued annually if the cumulative amount of these invoices is less than one thousand five hundred euros (€1,500) per annum excluding taxes.

Regarding orders for Services with different invoicing frequencies, Cegid reserves the right to apply the same invoicing frequency to all Services. It is hereby specified that this frequency will be the one applying to the Service(s) representing the predominant share of the total amount of the Services.

If the thresholds for access to or use of the Service are exceeded those set out in the “Items Ordered” section or in the online order, Cegid may invoice this excess on the basis of the rates in force combined with an adjustment invoice covering all periods since the threshold was exceeded.

11.3. Price revision

During the Initial Period, Cegid may increase the prices payable under the Agreement twice per year and per item ordered, by a maximum of eight percent (8%) over the year.

During Extended Periods, Cegid may increase the prices payable under the Agreement twice per year and per item ordered. If the Customer refuses the increased price, the Customer may terminate the Agreement by registered letter with acknowledgement of receipt sent within thirty (30) days of the issue date of the invoice containing the new invoiced amounts. The Agreement will then remain in force, subject to the pricing conditions of the previous invoice, until the end of the sixth (6th) month following the month during which the invoice concerned was issued.

ARTICLE 12. PAYMENT TERMS

12.1. Payment terms

12.1.1. Service Activation fees

Upon signing the Agreement, the Customer shall pay Cegid the total amount of fees for Service Activation inclusive of taxes if this amount is less than or equal to one thousand five hundred euros (€1,500) exclusive of taxes. If the total fees for Service Activation are more than one thousand five hundred euros (€1,500) exclusive of taxes, the Customer shall pay Cegid, upon signing the Agreement, by direct debit or by bank transfer, a minimum advance of thirty percent (30%) of the total amount of the Service Activation fees excluding tax; this advance may not be less than one thousand five hundred euros (€1,500) exclusive of taxes. Unless they have been paid by the Customer at the time of the order in accordance with the provisions set out above, the Customer shall pay Cegid’s invoices related to Service Activation (including for online orders) by direct debit or bank transfer without discount within thirty (30) days of the invoice issue date.

As an exception, for online orders made by Customers placing their first order, the Customer shall pay Cegid's invoices related to Service Activation upfront by card without discount.

12.1.2. Service fees

The Customer shall pay Cegid's invoices for the Service (including online orders) by direct debit without discount within thirty (30) days of the invoice issue date.

The Customer shall provide its bank details (IBAN and BIC) and complete the SEPA Mandate in paper or electronic form. From the set-up of the SEPA Mandate and in the event that the Customer successively signs several contracts and chooses to pay the amounts due to Cegid by direct debit each time, it accepts that each of these contracts will be governed by a single direct debit mandate, the amount of which will vary, accordingly, depending on the additions and deletions made to and from the contracts over time.

The above provisions will apply to all Services except for Services governed by Terms of Service that stipulate specific payment terms.

12.2. Customer practices

Should the Customer require Cegid to comply with any of its own practices for the payment of invoices issued under this Agreement (the inclusion of a particular reference on the invoices, particular communication process for the invoices, etc.), Cegid must be informed of these practices before the Agreement is signed so that these can be taken into account and stipulated as special terms and conditions in this Agreement. Otherwise, failure to comply with the Customer's practices may not under any circumstances constitute grounds for the Customer not paying or delaying payment of Cegid's invoices.

12.3. Non-payment

Should the Customer fail to its obligation to pay the price agreed between the Parties, Cegid reserves the right, fifteen (15) days after sending formal notice to pay via registered letter that remains partially or totally unheeded, to suspend the Service and any services in progress until full payment of the amounts due, and/or to terminate the current Agreement as of right, in accordance with the "Termination" clause, without the need for any further formal notice, and without prejudice to any other recourse that Cegid may take against the Customer to obtain compensation for the loss suffered as a result of this default.

In addition, Cegid will invoice late-payment interest in accordance with the legal provisions in force without the need for any reminder or prior formal notice. This interest will be calculated per day of delay from the first day of delay until full payment by the Customer of all amounts due to Cegid. Under Article L. 441-10 of the French Commercial Code, the Customer will also be automatically liable for a fixed charge of forty euros (€40) for the recovery costs incurred by Cegid. Furthermore, Cegid shall invoice a flat-rate indemnity equal to ten percent (10%) of the amounts due, it being specified that this indemnity may not be less than one hundred euros (€100). These indemnities will not be applied if the Customer proves that it is the subject of receivership or compulsory liquidation.

The Customer's failure to pay an invoice that is due shall also entitle Cegid to demand payment for all other invoices including those which are not yet due.

The Customer shall bear the financial responsibility for all unpaid fees following the bank's rejection of its payment.

12.4. General information

If the Customer changes its payment method during the performance of the Agreement, it will be charged a management fee of one hundred euros (€100). For each payment made by cheque, the Customer will be charged a management fee of one hundred euros (€100).

Cegid reserves the right to decide how partial payments made by the Customer will be allocated to the amounts due to Cegid.

The Customer is prohibited from offsetting any amounts that Cegid may owe it under the Agreement, or any other agreement that may exist between the Parties, without the prior written consent of Cegid.

GENERAL PROVISIONS OF THE AGREEMENT

ARTICLE 13. COOPERATION

The proper performance of the Agreement and proper provision of the Service require active and continuing cooperation in good faith between the Parties. Consequently, each Party shall:

- actively engage in the performance of its obligations;
- refrain from any conduct that may affect and/or hinder the performance of the other Party's obligations;
- provide each other with all information and documents necessary for the performance of the Agreement within a sufficient time frame, which is compatible with the deadlines agreed between the Parties;
- alert the other Party as quickly as possible in case of difficulty and consult each other on implementing the best possible solution as soon as possible.

The Parties shall meet as often as necessary to ensure the proper performance of the Agreement and more particularly to check the smooth running of the Service.

In particular, it will be the Customer's responsibility to provide Cegid with all information concerning the Customer necessary for the provision of the Service and to inform Cegid of any difficulties it may become aware of or that it may foresee based on its knowledge of its field of activity, as and when the Service is performed.

In addition, the Customer shall retain Users who are sufficiently competent, qualified and trained throughout the performance of the Agreement.

ARTICLE 14. LIABILITY - INSURANCE

14.1. Liability

For the performance of all its obligations, and in view of the best practices used in its profession, Cegid shall take all possible care in the performance of its obligations and is subject to a best endeavours obligation.

Cegid may only be held liable for compensation of direct and foreseeable damage resulting from a breach of its contractual obligations, which does not include damage that is not exclusively related to the improper performance or non-performance of this Agreement. By express agreement between the Parties, Cegid will not be held liable for the following indirect damage: operating losses, loss of profits or any other financial loss resulting from the Customer's use or impossibility of using the Service, harm to image. Any damage suffered by a third party is indirect damage and will not therefore give rise to compensation.

Should Cegid's liability be incurred due to the non-performance or improper performance of the Agreement, or for any other reason attributable to it, the amount of the total aggregate compensation, for all causes combined, principal, interest and costs, which the Customer may claim, will be limited to the direct and foreseeable loss suffered by the Customer; this shall not exceed an amount equal to the last twelve (12) months of invoicing, excluding tax, of the subscription to the Service preceding the event resulting in Cegid's liability being incurred.

Subject to the application of mandatory public policy provisions, the Customer may not bring any legal action on the basis of contractual liability or any warranty under the Agreement after the expiry of a period of two (2) years from the occurrence of the event giving rise to such action.

The Parties acknowledge that the price of the Agreement reflects the distribution of risk arising from the Agreement, as well as the economic balance sought by the Parties, and that the Agreement would not have been entered into under these conditions without the limitations of liability defined herein. The Parties expressly agree that the limitations of liability will continue to apply even in the event of rescission or termination of the Agreement.

14.2. Insurance

Cegid shall keep a professional liability insurance policy in force covering any damage that may occur during the performance of the Agreement.

ARTICLE 15. TERMINATION

15.1. Termination of the Agreement by the Customer for non-compliance with the availability rate

The Customer may notify Cegid of non-compliance, for three consecutive months, with the Service availability rate indicated in the Terms of Service, by registered letter with acknowledgement of receipt.

Cegid will have thirty (30) business days from receipt of this notification to take note of this breach or to provide the Customer with any supporting evidence.

In the absence of a response from Cegid or in the absence of an agreement between the Parties within the aforementioned period, the Customer may terminate the Agreement by registered letter with acknowledgement of receipt.

Termination of the Agreement will take effect six (6) months after receipt by Cegid of the registered letter with acknowledgement of receipt notifying the termination.

15.2. Termination of the Agreement by the Customer pursuant to clause 7.6 “Amendment of the Terms of Service”

The Customer may terminate the Agreement before its expiry by sending a registered letter with acknowledgement of receipt, without compensation for either party, if Cegid amends the Terms of Service under clause 7.6 “Amendment of the Terms of Service”, when the amendments significantly reduce Cegid’s Service commitments relating to the availability rate, management of backups and conditions of access to Support.

The registered letter with acknowledgement of receipt referred to in this clause must refer to this clause and be sent by the Customer to Cegid within one month following Cegid’s notification of the amendment of the Terms of Service under Clause 7.6 “Amendment of the Terms of Service”. Termination of the Agreement shall take effect six (6) months after the expiry of Cegid’s notice period of one (1) month set out in Clause 7.6 “Amendment of the Terms of Service” in order to give the Customer sufficient time to arrange an alternative solution.

15.3. Termination of the Agreement by Cegid

Cegid may terminate the Agreement as of right if the Customer breaches its obligations under the Agreement and in particular under the “Right of Access to the Service”, “Personal Data”, “Anti-fraud”, “Payment Terms” and “Right of Access” clauses, without prejudice to any damages.

Termination of this Agreement shall take effect three (3) months after receipt by the Customer of the registered letter with acknowledgement of receipt referring to its breach.

15.4. Effect of termination

In the event of termination, the Customer shall cease to use the Service from the date of termination of the Agreement. Furthermore, in addition to invoices not paid by the termination date, the Customer will owe Cegid compensation corresponding to all outstanding monthly instalments to be invoiced for the Service up to the contractual due date.

The provisions of the “Return of Customer Data” clause will then apply.

ARTICLE 16. FORCE MAJEURE

Neither Party may be held liable for any breach of its contractual obligations if it has been prevented from performing its obligation by an event of force majeure as defined in Article 1218 of the French Civil Code. It is expressly agreed between the Parties that the following events constitute force majeure events within the meaning of this clause: the malfunctions of telecoms operators and telecommunications when these malfunctions do not result from the technical means implemented by Cegid.

In these cases, the Party invoking the force majeure clause shall I notify the other Party as soon as possible of the occurrence of such an event and of the necessary extension to the deadlines for performance of its obligations, by registered letter with acknowledgement of receipt.

If the impediment is temporary, the performance of the obligation will be suspended until the Party invoking the force majeure clause is no longer prevented by the force majeure event. The Party invoking the force majeure clause shall keep the other Party informed and shall do its utmost to limit the duration of the suspension. Should the suspension continue beyond three (3) months, each Party will have the option of terminating the Agreement without compensation by notifying the other Party of its decision by registered letter with acknowledgement of receipt.

If the impediment is permanent, the Agreement will be automatically terminated and the Parties will be released from their obligations under the conditions provided for in Articles 1351 and 1351-1 of the French Civil Code.

ARTICLE 17. CONFIDENTIALITY

All information, data (including Customer Data), all deliverables and/or know-how, whether covered or not by intellectual property laws, and 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 the performance of the Agreement, including the terms of this Agreement, shall be considered confidential (hereinafter the "Confidential Information").

Confidential Information does not include information which (i) was in the Recipient's possession prior to its disclosure by the Disclosing Party provided such possession does not result directly or indirectly from the unauthorised disclosure of this information by a third party, (ii) is in the public domain on the date of acceptance of the Agreement or which falls into the public domain after that date provided this is not due to the Recipient breaching its confidentiality obligations under the Agreement, or (iii) has been independently developed by the Recipient.

The Recipient shall only use the Disclosing Party's Confidential Information in connection with the performance of this Agreement and shall protect the Disclosing Party's Confidential Information and not disclose it to third parties other than its employees, colleagues, affiliates and subcontractors who need to know it for the performance of this Agreement, without the prior written consent of the other Party. The Parties shall adopt all necessary measures to ensure that their employees, colleagues, subsidiaries and subcontractors with access to the Confidential Information are informed of the confidential nature of the information disclosed and comply with the obligations arising from this clause.

The Recipient may disclose the Disclosing Party's Confidential Information to a third party if such disclosure is strictly required by law or by a competent judicial or administrative authority or is strictly necessary for defending the interests of either Party in connection with legal proceedings.

Any breach by the Recipient of the obligations undertaken in this clause will constitute a material breach of its obligations for which it shall be held liable, and the Disclosing Party shall be entitled to compensation for the loss suffered.

The Parties shall comply with the obligations under this clause for the entire term of the Agreement and for a period of five (5) years following the expiry or termination of the Agreement.

Upon expiry or termination of this Agreement, each Party shall either return to the other Party all documents containing Confidential Information or warrant to the other Party that it has destroyed all Confidential Information in its possession. Under no circumstances may a copy of documents containing Confidential Information be retained by a Party without the exceptional written agreement of the other Party.

ARTICLE 18. SUBCONTRACTING

The Customer accepts that Cegid may, freely and without prior formality, subcontract all or part of its obligations under the Agreement. In the event of subcontracting, Cegid shall remain solely responsible for compliance with the obligations entered into under the Agreement.

The Parties agree that the provisions concerning sub-processing within the meaning of the Applicable Regulations will be set out in the "Personal Data Processing Policy" appendix.

ARTICLE 19. ASSIGNMENT

The Agreement, as well as the rights or obligations it provides for, may be assigned or transferred by the Customer, whether in whole or in part, for consideration or free of charge, subject to Cegid's prior written consent. Cegid may freely assign or transfer the Agreement as well as the rights or obligations it provides for, without any formalities. Upon written notice of the assignment to the Customer, Cegid shall be released from its obligations under the Agreement and may not be held jointly and severally liable for the performance of the Agreement by the assignee.

ARTICLE 20. NON-SOLICITATION OF STAFF

Throughout the performance of this Agreement and for a period of two (2) years following its termination, for any reason whatsoever, the Customer expressly agrees not to hire any Cegid employee who has been involved in the performance of the Agreement, whatever their specialisation, or have them work directly or indirectly through an intermediary.

Any breach of this obligation exposes the Customer to immediately pay Cegid an indemnity equal to the gross pay of the last eighteen (18) months of the person concerned, plus employer charges, without prejudice to damages.

ARTICLE 21. REGULATIONS

21.1. Social regulations

Cegid shall apply all laws and regulations incumbent on it in terms of employment law and social security legislation, and in particular provide the Customer, at its request, with all certificates that the Customer is entitled to request. In any event, Cegid's personnel will remain employees of Cegid. They will perform their duties under the management, supervision and responsibility of Cegid, which shall be responsible for their administrative, accounting and social management throughout the performance of the Agreement.

21.2. Compliance

The Customer represents, in its name and on behalf of any related company within the meaning of Article L. 233-3 of the French Commercial Code or on behalf of any person or entity acting on its behalf, that it:

- applies and complies with regulations in countries where it is present or engaged in a business activity, as regards ethics, anti-corruption and anti-money laundering, including (but not limited to) the US Foreign Corrupt Practices Act (FCPA), the UK Bribery Act and French Sapin II Law;
- does not appear on any sanctions list of the United Nations, the European Union or the United States;
- does not carry on any activity directly or indirectly in the following countries: North Korea, Cuba, Iran, Libya, Sudan, or Syria.

The Customer shall promptly notify Cegid of any breach of the above provisions. In the event of a breach by the Customer under this clause, Cegid reserves the right to automatically terminate the Agreement in accordance with the "Termination" clause.

21.3. Export

Under the Agreement, the Customer shall strictly comply with the export laws and regulations applicable, including in France, the United Kingdom, the European Union and the United States.

ARTICLE 22. GENERAL PROVISIONS

22.1. Independence of the Parties

Each Party is a legally and financially independent legal entity acting in its own name and under its sole responsibility. The Agreement does not constitute an association, or an agency given by one of the Parties to the other. Each Party shall therefore refrain from making any commitment in the name and on behalf of the other Party, which it may not under any circumstances substitute.

22.2. Entire Agreement

The Parties acknowledge that the Agreement and/or amendments, as well as all other terms and conditions incorporated by reference herein, set out the entire agreement between them concerning the purpose of the Agreement and supersede all prior verbal and/or written undertakings between the Parties concerning the purpose of the Agreement. The Agreement therefore prevails over any other document, including any general terms and conditions of purchase of the Customer. Unless expressly stipulated, the terms and conditions and obligations of this document will prevail over all others.

22.3. Unforeseen circumstances

The Parties have assessed the risks related to the performance of the Agreement, which they accept and assume, and accordingly waive the right to renegotiate the terms of the Agreement whatever the circumstances. It is therefore expressly agreed between the Parties that Article 1195 of the French Civil Code will not apply.

22.4. Headings

The sole purpose of the headings is to facilitate reading of the contractual documents. Should the heading of a paragraph or clause in a contractual document distort understanding of the text, only the text of the paragraph or clause concerned will be taken into account and not its heading.

22.5. Severance

If one or more non-material provisions of the Agreement are held to be invalid or declared as such in application of a law, regulation or following a final decision of a competent court, the other provisions will remain in force to their full extent.

22.6. Non-waiver

Failure by one of the Parties to invoke a breach by the other Party of any of the obligations referred to in the Agreement shall not operate as a waiver of the obligation concerned in the future.

22.7. Know-how

Each Party shall remain the sole owner of the know-how it owns independently of this Agreement or of the know-how it acquires during the performance of this Agreement and shall therefore remain free to use it. Cegid will therefore be free to perform similar services on behalf of other customers. Neither Party may claim any right whatsoever over the know-how of the other Party.

22.8. Commercial reference

The Customer authorises Cegid to freely mention its name and use and/or reproduce its logo and/or trademarks as a commercial reference in commercial documents and press advertisements in any form and on any medium whatsoever, as well as on documents used and/or prepared by Cegid under the Agreement.

22.9. Inspection of computerised accounting system

If the Service includes application functionalities of accounting, management or cash register systems, the Customer is informed that in accordance with Article L96-J of the French tax procedures handbook [*Livre des procédures fiscales*], in the event of an inspection of its computerised accounting system in France, Cegid shall for the duration of the Service and after expiry of the Agreement until the end of the limitation period for tax action:

- make available for the tax authorities the necessary documentation for using the Service and understanding how it works;
- cooperate with the Customer in the event of such an inspection and assist it at its express request and for a fee to be mutually agreed, to respond to any request for information from the tax authorities.

If the Service includes accounting application functionalities, in order to meet its obligations to retain accounting data, the Customer is informed that it has, as part of the Service, the possibility of retrieving:

- the mandatory accounting records, in accordance with the standards mentioned in Article L. 47-A of the French tax procedures handbook;
- the supporting documents in their original format where these documents are produced by the Service.

The Customer is informed that the Service is not an archiving solution for accounting data, and consequently it shall carry out the archiving operations necessary for an inspection of its computerised accounting system.

22.10. Information provided by the Service

Cegid and the Customer represent that the information provided and used by Cegid's Service is admissible between them, in the absence of any proof to the contrary.

ARTICLE 23. GOVERNING LAW AND JURISDICTION

THIS AGREEMENT IS GOVERNED BY FRENCH LAW FOR BOTH SUBSTANTIVE AND PROCEDURAL RULES.

IN THE EVENT OF LITIGATION, THE PARTIES MAY REFER THEIR DISPUTE TO THE COMPETENT COURTS OF LYON, TO WHICH THEY ASSIGN EXCLUSIVE JURISDICTION, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THIRD PARTY PROCEEDINGS, EVEN FOR URGENT AND PREVENTIVE PROCEEDINGS, WITH AN EXPEDITED APPLICATION OR UPON AN APPLICATION WITHOUT NOTICE.

APPENDIX

PERSONAL DATA PROCESSING POLICY

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.