

Part 3: General Terms of Sale and Service

1 PREAMBLE

The Service that Cegid offers is intended to meet the needs and requirements of the majority of the clients.

The Client is therefore solely responsible for the preparation and submission of a document containing the requested specifications for the Service or any further requirements. Such a document will only be binding to Cegid where it has been expressly accepted by Cegid (at Cegid's sole discretion), before the signing of the Agreement, and annexed to the Agreement. Otherwise, the document will be deemed non-existent.

Similarly, it is the Client's responsibility to verify that the Service complies with its own needs, requirements and constraints, including on the basis of information provided in the documentation and/or sales proposal submitted, which it acknowledges to have read.

For that purpose, it is the Client's responsibility, prior to acceptance hereof, to request the necessary information and/or attending an additional demonstration of the Service. If no such request is made by the Client, the Client acknowledges and affirms that it has been sufficiently informed by Cegid regarding the Service.

2 DEFINITIONS AND INTERPRETATION

2.1 In this Agreement, the following words and expressions shall have the following meanings:

Agreement: means the Parts 1, 2 and 3 of this document containing the items ordered, the summary entitled “**Purchase Order**”, the general terms of sale and service as well as the Terms of Service and the Technical Prerequisites. The Terms of Service and Technical Prerequisites may be sent to the Client on request; they can also be accessed and downloaded on Cegid website (<http://www.cegid.com>). Cegid recommends that the Client refer to the Terms of Service and Technical Prerequisites using such means of access, which is available at all times.

Except otherwise notified by the Client in writing to Cegid before the signature of the Agreement, all clarifications and additions by Cegid to the subject matter of the Agreement notified to the Client in writing shall be deemed accepted by the Client and form an integral part thereof.

Client Data: means information (including Personal Data) for which the Client undertakes the responsibility and which the Client enters, gives, transfers when using the Service.

Documentation: means information provided by Cegid in the form of user documentation and/or online assistance in relation to the Service.

Personal Data: describes the personal data in the meaning of the Directive 95/46/CE and of the Data Protection Act 1998, or of any other applicable regulations, which the Client collects and seizes, informs, transmits or processes within the framework of his use of the Service.

Professional Services: means the implementation services in relation to the Service (analysis, development, testing, settings, training) offered by Cegid and purchased by the Client under this Agreement.

Portal: means the web service portal made available by Cegid to its customers. The Portal is accessible at the address <http://www.cegidlife.com> or any other website address given by Cegid.

Service: means the access and use by the client and its users of the standard application functions online and the Support provided by Cegid under the Agreement, charged in the form of a subscription or of consumption bills. The Service is for professional use.

Support: means assistance in the use of the Service concerning the use of the standard application functions. The Support can be assured by Cegid only as far as the Client arranges technical devices allowing the remote support.

Technical Prerequisites: means the requirements and characteristics of the hardware and IT devices recommended by Cegid and which the Client needs to implement and comply with to access and use the Service. The (current and future) Technical Prerequisites are accessible on Cegid website <http://www.cegid.com> or any other website address given by Cegid.

Terms of Service: means the document describing the specific terms and procedures for the content, limitations, duration, performance, Support and invoicing of the Service as well as other specific provisions that depart from the general terms of sale and service. In any case, the terms of the Terms of Service shall prevail over the terms of these general terms of sale and service.

Updates: means the improvements made to the existing standard application functions available under the Service, unilaterally decided by Cegid, and in connection with functional upgrades (but excluding adaptations or upgrades requiring rewriting a substantial part of existing application functions). Updates shall also include the correction of any possible Service errors in relation to the Documentation as applicable.

Users: means a natural person part of the staff of the Client and authorised by the latter, or a logical or physical system, being able to have access to the Service for a professional use, as defined before in the article 5..

User Workstation: means the hardware and IT devices of the Client that will enable it to access the Service. The User Workstation must conform to the Technical Prerequisites.

2.2 Interpretation

- (a) Where the context so admits or requires words denoting the singular include the plural and vice versa and words denoting any gender include all genders.
- (b) Headings are for reference only and do not affect its meaning.
- (c) A reference to any Party shall include that Party's personal representatives, successors and permitted assigns.
- (d) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- (e) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- (f) References to Clauses and Appendixes are to the Clauses and Appendixes of this Agreement.
- (g) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- (h) A reference to writing or written includes fax or e-mail.

(i) Any obligation on a Party not to do something includes an obligation to not to allow that thing to be done.

3 ACCEPTANCE

- 3.1 The Client is deemed to have read and duly accepted the Agreement upon signature of the Agreement or either after Cegid's transmission of the Terms of Service and/or the Technical Prerequisites upon Client's request, or, in the absence of such a request, where the Client has started receiving any of the Services and such documents are permanently accessible on Cegid website and Portal to the Client.
- 3.2 To be valid, a request from the Client to be provided with the Terms of Service and/or the Technical Prerequisites must be sent to Cegid by registered post and must be accepted by Cegid (at Cegid's sole discretion).
- 3.3 Any changes or alterations to these General Terms of Sale and Services must be approved in writing by Cegid. Otherwise, such changes or alterations shall be deemed null and void.
- 3.4 The acceptance of this Agreement by electronic means has the same probative value between the Parties as its acceptance on a hard copy.
- 3.5 The IT records connected to the Agreement stored in computer systems by any of the Parties will be kept in reasonable conditions of security in accordance with standard industry practice and shall be considered evidence of the communications between the Parties.
- 3.6 Contractual documents shall be archived by the Parties on a reliable and durable medium that can be produced as evidence.

4 PURPOSE

Cegid agrees to provide the Client with the Service and Professional Services subject to the payment of Cegid's charges by the Client and to the Client's compliance with any reasonable Cegid's instructions, the general terms set out below and the conditions stated in the Terms of Service.

PROVISIONS RELATED TO THE SERVICE

5 RIGHT TO ACCESS THE SERVICE

- 5.1 Cegid grants to the Client a limited, revocable, non-transferable, non-exclusive right for the term of the Agreement and for the purposes of the Agreement to access the Service limited to the number of Named Users specified in Part 1 and where applicable in the Terms of Service.
- 5.2 Named User means, depending on the Services and their terms of use:
 - (a) either the individual users designated by the Client having a username and a personal password who are entitled to access the Service; and/or
 - (b) each physical or logical device designated by the Client and approved by Cegid accessing and operating with the Service (workstations, mobile devices, etc.).
- 5.3 This right to access the Service is granted only for the business purposes of the Client.

- 5.4 The Client acknowledges and agrees that title, ownership rights and all intellectual property rights in the Services (and in any software provided with the Services) and any Updates anywhere in the world is and remains owned and belongs and shall belong to Cegid and its licensors, that the rights in the Services (and in any software provided with the Services) and the Updates are licensed (not sold or assigned) to the Client, and that the Client have no rights in, or to, the Services (and in any software provided with the Services) and the Updates other than the right to use them in accordance with the terms of this Agreement. The Client shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing what Cegid may consider necessary or desirable to perfect the right, title and interest of Cegid in and to the intellectual property rights in the Services (and in any software provided with the Services) and the Updates.
- 5.5 Consequently, this Agreement does not grant the Client any ownership rights in the Service, its technology or any intellectual property rights owned by Cegid.
- 5.6 The Client shall not in any way whatsoever infringe the Service (or any software provided with the Services), and specifically shall not utilize or employ the Service (or any software provided with the Services), in a manner that does not conform to its designated use or that is not in accordance with the terms and conditions established by the Agreement
- 5.7 Consequently, the Client undertakes in particular not to reverse engineer the Service (or any software provided with the Services) or the Updates, to develop a competing product or service and/or copy, reproduce any functionalities, functions or graphical attributes of the Service.
- 5.8 The Client shall:
- (a) ensure that the Users will abide by this Agreement;
 - (b) assume full responsibility for the accuracy, integrity and legality of Client Data transmitted to Cegid under the Service. In particular, given the authorized use of the Service by the Client, the Client shall not, and shall ensure that its Users shall not, send or store non-professional or non business data and more generally the Client shall not send or store data that is unlawful, obscene, defamatory or illegal or infringes the right of any third party, the protection of minors or privacy;
 - (c) not distribute the Service, and shall ensure that its Users shall not, exploit it for commercial purposes, put at the disposal of third parties or re-sell it or lease it, unless otherwise specified in the corresponding Terms of Service;
 - (d) not, and shall ensure that its Users shall not, alter or disrupt the integrity or performance of the Service or the data contained therein;
 - (e) not, and shall ensure that its Users shall not, attempt to gain unauthorized access to the Service or the systems or networks associated with it.
- 5.9 Cegid shall, at Cegid's sole discretion, be entitled to disconnect the Client or/any relevant Users from all or part of the Services, in case of any breaches of Clause 5.8 above.

6 TERMS OF PERFORMANCE OF THE SERVICE

- 6.1 Cegid agrees to provide the Service in accordance with the provisions of the corresponding Terms of Service, which in particular specify the content, limitations, duration, related procedures, modalities for implementation of updates.

6.2 The Client shall use the Service under its sole control, supervision and responsibility.

6.3 Consequently, the Client is responsible for:

- (a) taking all action necessary for the full and adequate protection of its hardware, software, programs, passwords against viruses, and intrusions.
- (b) complying with the (current and future) Technical Prerequisites to avoid harmful and damaging consequences, such as slowing, freezing, or alteration of data;
- (c) choosing the access provider or telecommunications carrier and taking care of the administrative requests and ordering and paying any access provider or telecommunications carrier fees for such services (which for the avoidance of doubt, are not covered by this Agreement);
- (d) designating among its staff an appropriated contact person or persons for Cegid, who shall have overall responsibility for the day to day interaction with Cegid for the purposes of this Agreement, in particular with regard to security aspects;
- (e) using usernames and passwords assigned by Cegid for the performance of the Service and making sure that unauthorized Parties will not have access to the Service;
- (f) the breaches of the Agreement and any errors (actions and omissions) committed by Client's staff during their use of the Service and for not following or applying suitable procedures to enable or allow the Client to connect to the Service, in particular but not limited to any required means to access and browse the Internet in order to access the Services.

6.4 Cegid shall not be responsible for the nature, content of the information or data comprising the Client data and for its use by the Client. Similarly, Cegid shall not be responsible for the quality, and the electronic transmission, of data when made via the client's equipment, telecommunications networks and internet service providers and more generally the quality and reliability of telecommunication links between the Client workstations and the point of access to the Service.

6.5 The following is excluded from the Service:

- (a) work and interventions related to the installation and proper operation of the users Workstations and Client infrastructure (telecommunications, networks, internet access, security equipment) enabling Client to access and use the Service;
- (b) resolution of problems caused by error or misuse of Users or by the Client or any breaches of the Agreement by the Client and/or its Users; and
- (c) Professional Services.

6.6 Cegid warrants that each Service will conform to its Documentation. Other than as expressly set out in this Agreement and to the greatest extent permitted by law, Cegid makes no representations or warranties with respect to the Services, and the performance of its obligations hereunder or with respect to any collateral contract, and expressly excludes such representations and warranties, whether implied, statutory or otherwise to the maximum extent permitted by law including but not limited to implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this Agreement.

- 6.7 The warranty of conformity shall not be extended to a warranty of conformity with the specific needs of the Client or any User, or with standards, practices or local regulations. It is therefore the responsibility of the Client, or any third party mandated by the Client, to make sure that the Service meets its needs and conforms to the standards, practices and regulations applicable in the Territory where the Service is used. For that purpose, it is the Client's responsibility, prior to entering in to the Agreement, to request any information (or clarification) from Cegid about the Services and/or attending an additional demonstration of the Service.
- 6.8 Due to the rapid advancement of technology and Cegid's business needs, Cegid reserves the right at any time to modify, design, organize and size all or part of the Service, change it and evolve it, where applicable with the partners and suppliers Cegid chooses from time to time without prior written consent of the Client.
- 6.9 Cegid may change the Terms of Service on a one-month notice to the Client.
- 6.10 In the event that the Client does not terminate the Agreement within such one-month period from Cegid's notice, then the Terms of Service shall be deemed accepted by the Client (upon expiry of the one-month notice given by Cegid).
- 6.11 Notwithstanding Clause 6.9, Cegid may change the Terms of Service to comply with a law or regulation. In this case, Cegid will use reasonable endeavours to notify the Client of these changes within a reasonable time and the Client shall not be entitled to terminate the Agreement.
- 6.12 The Client acknowledges and agrees that changes in technologies, and the demands and requirements of Cegid's clients, may prompt Cegid to provide updates and upgrades to the Service or to discontinue parts of the Service.
- 6.13 Consequently, Cegid shall not be responsible in the event that, either due to changes in technologies, changes in legislation, functional changes necessary to meet the demands of a certain number of users, or changes in the Client's business activity, or due to a combination of several of the aforementioned changes, all or part of the User Workstations, in their original configuration are not able to support an Update and/or upgrade to the Service.

7. COUNTRY PACKAGE

- 7.1 Yourcegid Retail Y2 is an international product, for which the Client has subscribed to Services. For a number of countries, Cegid offers a Localized version of the Cegid product Yourcegid Retail Y2.
- 7.2 "Localization ": refers, for a number of countries, to a set of functionalities of Cegid product Yourcegid Retail Y2, developed by Cegid at its sole discretion, in order to take into consideration local specificities as described in the last version of the Country Package Book available and downloadable on Cegidlife as may amended from time to time by Cegid. The verb "Localize" and its variants should be used and interpreted in view of this definition.
- 7.3 The Client must have acquired the "Country Package" modules corresponding to the selected countries to benefit from the Localized version of the Cegid product Yourcegid Retail Y2.
- 7.4 The maintenance of the Localized version of the Cegid product Package Yourcegid Retail Y2 includes (i) the provision of the changes made to the Localization, unilaterally decided by Cegid and (ii) the correction of possible anomalies of the Localization with regards to its Country Package Book, to the exclusion of any installation or/and integration services which remain the sole responsibility of the Client.

8 CLIENT DATA

8.1 Localization of Client Data

- (a) Unless otherwise stated in Terms of Service, Personal Data is located in one or more sites based in the EEA (hereinafter the “Country of location of the Data”).

When the Personal Data are:

- collected by the Client outside the Country of location of the Data before being transferred to it for the Service, and/or

- transferred by the Client, or by Cegid on instruction of the Client, outside the Country of location of the Data,

the Client is responsible for making sure that the collection, the treatment and/or the transfer of Personal Data in the Country of location of the Data is authorised by the applicable local legislations or failing that and when it is legally possible to frame these transfers by adequate legal tools.

- (b) Where the Country of location of the Data in the EEA, Cegid will not transfer it to sites located outside of the EEA without the prior consent of the Client.

8.2 Non-Use of Client Data

- (a) Except for use described in Clause 8.3, the Client shall remain the owner and controller of Client Data.
- (b) Cegid agrees to take security measures in accordance with standard industry practice to ensure the reasonable security of Client Data to reduce the possibility of the Client Data being distorted, damaged or communicated to unauthorized third parties.
- (c) Consequently, Cegid is committed to comply and to procure that its staff comply with the following obligations:
- (i) not to make copies of documents and media of Client Data entrusted to it, except for those strictly necessary for the performance of the Service;
 - (ii) not to use Client Data for purposes other than those of this Agreement;
 - (iii) not to disclose Client Data to others, whether private or public, individual or entities, unless such disclosure is required by law or a judicial or administrative authority or for a legal action.
- (d) Subject to Clause 8.3 below, Cegid shall not to modify, use, assign or transfer to a third party, in whole or in part, for payment or for free, the Client Data that may have been communicated to it by the Client during the performance of the Service unless it is necessary for the purposes of the Agreement or the Client gives its prior consent in writing.

8.3 Use of Statistical Information

- (a) Notwithstanding Clause 8.2, Cegid’s commitment not to use Client Data shall not cover any actions necessary for the preparation of Cegid’s bills and usage statistics and for providing any explanation concerning of the Service to the Client or to any relevant third party.

- (b) Likewise, the Client acknowledges and affirms that Cegid may compile aggregated statistics with anonymised information and may make it public provided it does not identify the confidential information of the Client and does not include any personal data. The Client acknowledges and affirms that title, ownership rights and all intellectual property rights on the results of such statistical processing anywhere in the world is and remains owned and belongs and shall belong to Cegid.

8.4 Declarations Relating to Client Data

The Client is informed that it is responsible for carrying out any steps, notifications, applications of authorizations required under the laws and regulations concerning any processing it performs and the data it processes from the Service and more specifically those provided by the regulations relating to the processing of personal data. It is reminded that within the meaning of the Data Protection Act 1998, Cegid is acting as a processor, on instructions from the Client, which is the data controller of the Personal Data processing implemented through the Service.

More generally, the Client is responsible for complying with any local laws if it requires a particular method for the administrative declaration of personal data.

9 **SECURITY OF THE SERVICE**

9.1 Management of Security

Cegid agrees to implement technical means in accordance with standard industry practice and to use reasonable endeavours to ensure the physical and logical security of servers and networks which are under its responsibility and control.

Upon knowledge, each Party shall promptly report to the other Party of any circumstances that may constitute a breach of the physical or logical security of the other Party's environment (intrusion attempts, for example).

9.2 Security of the Access to the Premises

- (a) Except as otherwise provided in the Terms of Service, Cegid will establish a control of the access to the premises where the services are performed, so as to allow access only to persons authorized by Cegid or accompanied by authorized personnel. It will take reasonable steps necessary to prevent intrusions.

9.3 Security of Standard Application Functionalities and Data

- (a) Cegid will implement the necessary measures to allow access to the Service and Client Data only to persons authorized by Cegid and persons authorized by the Client.
- (b) Cegid will ensure complete separation between the Client Data and data from other clients.

10 **COMMENCEMENT AND TERM OF THE SERVICE**

- 10.1 Except contrary or special provisions contained in the Terms of Service, the Service is concluded for a duration of thirty six (36) months of invoicing of the subscription (the « Initial Period »).
- 10.2 It will then be renewed by period of one (1) year by automatic renewal ("Extended Term"). The Party which would decide not to renew the Service shall notify this decision to the other one by Registered Letter three (3) months before the end of the Initial Term or relevant Extended Term.
- 10.3 The activation of a complementary optional Service in the course of execution of the Service will not modify the duration of the Service such as specified above.

11 RETRIEVAL AND RETURN OF DATA

- 11.1 At the end of provision of any Service provided by Cegid under the Agreement, access to this Service will be disabled after the last day of provision of the Service.
- 11.2 In the event of termination (or expiry) of the Agreement access to all the Services will be disabled on the termination (or expiry) date.
- 11.3 The Client shall therefore have, before that date, retrieved the Client Data accessible through the Service functionalities or have asked Cegid, at least 14 days before the relevant termination date, the return of a copy of the latest of Client Data backup. Such return will be made in a standard market format chosen by Cegid and will be available to the Client as a download or, if its volume is too large, by the sending by Cegid of an external medium subject to the payment of a fee by the Client at Cegid's current standard rates.
- 11.4 Except as otherwise provided in the Terms of Service, from the 60th day after the end date of the relevant Service or termination date of the Agreement, the Client Data will be erased or made unusable. These deletions will cover both production data and backup data, depending on the retention times of backups.

PROVISIONS RELATED TO PROFESSIONAL SERVICES

12 PROFESSIONAL SERVICES

- 12.1 The Professional Services chosen by the Client and referred to in Part 1 will be implemented by Cegid.
- 12.2 The Client must take all action necessary for the protection of its IT equipment, particularly with respect to protection against viruses, worms and other hostile intrusion mechanisms. In addition, the Client agrees to provide Cegid with free access to all information Cegid deems necessary to ensure the proper performance of the Professional Services or of any of Cegid's obligations under the Agreement.
- 12.3 Before Cegid provides interface and/or data recovery services the Parties must prepare a technical feasibility study, accepted by the Client and Cegid in writing, on the basis of the information provided by the Client and of an agreed estimate of the number of days required.
- 12.4 The terms and conditions for the delivery of trainings are the following:
 - (a) The content of Cegid training is described in the educational materials, which may be sent to the Client on request. The Client is responsible towards Cegid for the costs incurred in relation to the training, at Cegid's current rates, If the Client wishes to have a training agreement, it will have to make a request to Cegid and agree to Cegid standard training Agreement ("**Training Agreement**").
 - (b) The Client that registers a participant for training must ensure that such participant has the skills, knowledge and motivation necessary to understand and fulfil the relevant training(s).

- (c) Registrations are processed by Cegid in the order it receives the application forms. If the chosen course is full on the day of registration, a new date will be proposed to the Client. Registration will be accepted and planned when the Client proceeds with the full payment of its order. Registration will be confirmed by Cegid no later than eight (8) days before the course begins.
- (d) The training services will be performed by Cegid according to the methods below:
 - (i) ***multi-client services in a training centre***, in premises made available by Cegid. Client's meals and travel expenses will be paid by the Client;
 - (ii) ***in-house Service in the Client's premises***: the meals and travelling costs of the trainer will be charged at a flat rate as described in Part 2;
 - (iii) ***on-demand training***: at the Clients request, a customized training proposal will be established by Cegid and accepted by the Client. Training can take place either on site or in a training centre. Travel and/or meals expenses will be invoiced according to the conditions defined above depending on the location of the training.
- (e) If necessary, Cegid will provide training in the form of Web Training services or e-learning. To follow the Web Training services offered by Cegid, the Client agrees to have an operational telephone connection and Internet connection. The implementation of these elements will in any case be borne by the Client. The Client is informed that Web Training and e-learning are not supported by a paying agency.
- (f) In all cases the prices charged for the referred training will be those stated in the Agreement or as otherwise notify to the Client by Cegid. The Invoices for the full training services will be sent to the Client and will not be divided in instalments.
- (g) ***Attendance Sheet***: Each of the Client's trainees attending each training day shall sign Cegid's daily attendance sheet, which will serve as a basis for Cegid billing.
- (h) ***Cancellation and Postponement***:
 - (i) ***Cancellation by the Client***: if the Client wishes to change the registration date or cancel its participation in a training, it must notify Cegid training department by mail or fax sent at least eight (8) business days before the start date of the course. If the Client cancels the training too late (less than eight 8 days before the course start date), a fixed cancellation sum equal to fifty (50) % of the course price can be charged to the Client.
 - (ii) ***Postponement by Cegid***: a training in a training centre may be postponed by Cegid in the case where the number of participants is insufficient at Cegid's reasonable discretion (e.g. is not economically viable to provide the training). The Client will be notified eight (8) days before the date of the course. Training in the Client's premises may be postponed by Cegid in the event of unavailability of the trainer or because of problems with the transportation means initially planned (strikes, bad weather) or where the number of participants is insufficient at Cegid's reasonable discretion (e.g. is not economically viable to provide the training).

FINANCIAL AND MISCELLANEOUS PROVISIONS

13 FINANCIAL PROVISIONS

- 13.1 The prices of items ordered are in Pounds excluding taxes and are stated in Part 1 hereof.
- 13.2 Professional Services will be charged as and when they are performed on a monthly basis. Cegid reserves the right to invoice any day of Professional Services ordered but not consumed by the Client within twelve (12) months from the date of signature of the relevant Order if the Professional Services are delayed by reason of circumstances for which the Client is responsible.
- 13.3 Except as otherwise specified in the Terms of Service, Service will be charged as follows:
- Monthly in advance if the Service is provided in the form of a subscription, or
 - Monthly in arrears if the Service is provided in the form of consumptions

The first billing of the Service will occur upon the first date on which Cegid provides the Client with one or more user IDs to access the Services

If the consumptions and/or thresholds of the Services fixed in Part 1 are exceeded, Cegid will issue a regularization invoice covering all periods since the occurrence of the overrun, on the basis of the associated current rates.

- 13.4 Upon signing of the Agreement, the Client will pay Cegid the total amount, tax included, of the Professional Service if that amount is less than or equal to £1,500.00 tax included. Otherwise, the Client will pay Cegid by cheque a deposit of 30% of the total amount of the Professional Services.
- 13.5 Cegid's invoices for any Services not provided on a subscription basis, must be paid by the Client without discount within 30 days of the invoice date.
- 13.6 Cegid's invoices, for any Services provided on a subscription basis, must be paid by the Client by bank transfer.
- 13.7 The Client shall pay interest on the overdue amount at the rate of 5% per annum above HSBC PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- 13.8 Moreover, upon giving 15 days notice to the Client by registered post requesting payment of any outstanding invoice, Cegid reserves the right to: (i) suspend all or part of the Services and any other service in progress until full payment of any sums owed; or (iii) automatically terminate the Agreement with immediate effect (at Cegid's sole discretion). All costs incurred by Cegid because of a rejected bank payment will be paid by the Client. Moreover, if the Client fails to pay an invoice when due and payable, Cegid will be entitled to demand payment of all other invoices issued by Cegid which will automatically become due.
- 13.9 Cegid may change once per calendar year the fees billed under the Agreement, provided that each annual increase will be limited to six (6) % during the Initial Term only. In the event that the Client refuses the increase in the fees billed during an Extended Term, the latter shall be entitled to cancel/terminate the Service in question by written notice sent by registered post, received within 45 (forty-five) days following the date of the invoice containing the new fees. Provision of the Service

shall remain in vigour, with the fee conditions found in the previous invoice, until the end of the 5th (fifth) month following the month during which the invoice in question was issued.

- 13.10 The cost of communications between Cegid and the Client outside United Kingdom shall be borne by the Client and shall be the subject of additional billing.

14 TERMINATION FOR BREACH

- 14.1 Without prejudice to any remedies available to the Client under the Agreement, the Client may request the termination of this Agreement by registered post in the event that Cegid fails to comply with the availability rate of the Service, as specified in the Terms of Service, for three consecutive months.
- 14.2 The termination of this Agreement shall take effect three (3) months after receipt of the letter referred to in Clause 14.1, unless Cegid reasonably justifies before this period that appropriate remedies have been taken by Cegid or will be taken to cure the non-compliance.
- 14.3 Without prejudice to any remedies available to the Cegid under the Agreement, Cegid may request the termination of this Agreement by registered post in the event the Client fails to comply with any of its obligations under the Agreement.
- 14.4 The termination of this Agreement shall take effect three (3) months after receipt of the letter referred to in Clause 14.3, unless the Client reasonably justifies before this period that appropriate remedies have been taken by the Client or will be taken to cure the non-compliance.

15 CLIENT COLLABORATION

- 15.1 For the purpose of allowing Cegid to properly perform its obligations under the Agreement, the Client shall fully, actively and regularly collaborate and cooperate in good faith with Cegid during the term of the Agreement. Therefore, the Client shall be responsible for delivering to Cegid all the information necessary for the performance of the Professional Services planned or, more generally, the Services. Furthermore, the Client agrees to promptly notify Cegid of any issues that the Client might become aware of, or that it identifies due to its knowledge of its business sector or otherwise, during the provision of the Professional Services or the Services for the term of the Agreement. In addition, the Client agrees to maintain Users who are sufficiently competent, qualified and trained throughout the term of this Agreement.

16 LIABILITY

- 16.1 Nothing in this Agreement shall operate to exclude or limit either Party's liability for: (i) death or personal injury caused by its negligence; or (ii) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or (iii) fraud; or (iv) any indemnity given by the Client under this Agreement; (v) any payment obligations of the Client under the Agreement; or (vi) any other liability which cannot be excluded or limited under applicable law.
- 16.2 Cegid shall use reasonable diligence, skill and expertise to perform its obligations under the Agreement, in accordance with standard industry practice.

- 16.3 Cegid warrants that the Services will conform to its Documentation, and where applicable to the online documentation. Cegid does not guarantee that the Services are free from defects, errors or hazards or free of viruses but will use reasonable endeavours to remedy, the reproducible Services failures observed in relation to its Documentation.
- 16.4 Cegid does not guarantee that the Services are fit for the purposes or results that the Client would have set would set and/or to execute specific tasks that would have motivated its decision to enter into this Agreement but that it would not (i) have previously stated in writing thoroughly and (ii) have been explicitly accepted by Cegid under the conditions defined in the Recitals.
- 16.5 Subject Clause 16.1 above, the liability of Cegid shall be solely limited to direct and foreseeable damages resulting from a breach of its contractual obligations under the Agreement.
- 16.6 Subject Clause 16.1 above, Cegid's aggregated liability, whether in contract or tort or otherwise, including but not limited to any liability for negligence, non-fraudulent misrepresentation, howsoever arising out of or in connection with the performance of its obligations under this Agreement or any collateral contract, shall not exceed in aggregate the total amounts paid by the Client for the Services or the Professional Services in relation to which such liability arises during the twelve (12) months preceding the event or circumstances giving rise to such liability, or if the event or circumstances giving rise to such liability arose during any period before twelve (12) months had elapsed from the first invoice issued by Cegid of the Services or the Professional Services in relation to which such liability arises, during that shorter period.
- 16.7 The Parties acknowledge that the price of the Service reflects the distribution of risks arising from the Agreement, as well as the financial equilibrium intended by the Parties, and that the Agreement would not have been adopted without the limitations of liability established hereunder.
- 16.8 Cegid shall not be liable under, or in connection with, this Agreement for loss of income; loss of sales volumes, business profits or contracts; business interruption; loss of the use of money or anticipated savings; loss of information; loss of earnings, loss of opportunity, goodwill or reputation; operating losses, loss of clients or customers; loss of, damage to or corruption of data; any loss or damage that it not foreseeable by Cegid; cost of procurement of substitute goods or services which includes but it is not limited to products, services, or technologies; or any indirect, special or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether any such losses could be reasonably foreseen by Cegid or not, or even if Cegid has been advised of the possibility of such damages.

Each of the sub-clauses above shall be deemed to be independent of the others.

- 16.9 For the purposes of this Clause 16, Cegid includes its directors, employees, members of staff, sub-contractors and licensors. The Parties acknowledge that the Cegid's directors, employees, members of staff, sub-contractors and licensors shall have the benefit of the limits and exclusions of liability set out in this Clause 16 in terms of the Contracts (Rights of Third Parties) Act 1999.
- 16.10 Cegid shall not be liable for any failure to meet its obligations under this Agreement to the extent that such failure arises from a failure of the Client to meet any of its obligations arising under this Agreement or otherwise, or to actions or omissions of its contractors in breach of the Agreement.

17 FORCE MAJEURE

- 17.1 The obligations of each Party under this Contract shall be suspended during the period and to the extent that that Party is prevented or hindered from complying with them by any cause beyond its

reasonable control including without limitation strikes, lock-outs, labour disputes, act of God, war, riot, civil commotion, malicious damage, a total or partial outage or shutdown of telecommunications networks or electrical power grids, failures of internet service providers, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or unreasonably increased expense in obtaining workmen, materials, goods or raw materials in connection with the performance of this Contract (**“Force Majeure”**).

18 CONFIDENTIALITY

- 18.1 All information, on any media whatsoever, exchanged between the Parties or which they may know in the course of performance of the Agreement (in particular Client Data), regardless of the medium for same, shall be regarded as confidential (referred to hereinafter as the **“Confidential Information”**).
- 18.2 Each of the Parties agrees to protect the Confidential Information and not disclose the same to third parties without the prior written authorization of the other Party.
- 18.3 Each of the Parties shall be released from its confidentiality obligations with respect to all information (i) that was in the possession of the receiving Party prior to disclosure without any such possession being a direct or indirect result of unauthorized disclosure of said information by a third party, (ii) that is in the public domain as of the date of execution of the Agreement or which should fall into the public domain after said date, without the cause being attributable to the receiving Party's breach of its confidentiality obligations under the Agreement, (iii) that has been independently developed by such Party, or (iv) disclosure of which is required by law or a judicial or governmental authority with competent jurisdiction, or is made necessary for the needs and requirements of a legal action and/or legal proceeding.
- 18.4 The Parties shall comply with the obligations arising from this Clause throughout the entire term of the Agreement as well as for 2 years following the termination of same.

19 ASSIGNMENT

- 19.1 Cegid may assign, transfer, novate or otherwise dispose of to any third party any right or obligation under this Agreement without the Client's written consent.
- 19.2 The Client may not assign, transfer, novate or otherwise dispose of to any third party any right or obligation under this Agreement without Cegid prior written consent.

20 CHANGE TO THE TERMS OF SERVICE

- 20.1 Cegid may change the Terms of Service on a one-month notice.
- 20.2 In the event that the Client does not terminate the Agreement within such one-month period, then the Terms of Service shall be deemed accepted by the Client upon expiry of the one-month notice given by Cegid.
- 20.3 Notwithstanding Clause 20.1, Cegid may change the Terms of Service to comply with a law or regulation. In this case, Cegid will use reasonable endeavours to notify the Client of these changes within a reasonable time.

21 MISCELLANEOUS PROVISIONS

- 21.1 The fact that either of the Parties does not enforce any of the obligations set forth in the Agreement cannot subsequently be interpreted as a waiver of the obligation in question.
- 21.2 Independence of the Parties: Each of the Parties is a financially and legally independent legal person, acting in its own name and pursuant to its sole responsibility. This Agreement constitutes neither a partnership, joint venture, agency nor a power of attorney given by either of the Parties to the other nor authorizes any Party to make or enter into any commitments for or on behalf of any other Party.
- 21.3 Each Party shall not accept any obligation in the name of and on behalf of the other Party, and shall not act on behalf of the other Party. Cegid employees shall remain employees of Cegid. These employees shall perform their duties and functions pursuant to the management, supervision, and responsibility of Cegid.
- 21.4 The Client acknowledges and agrees that Cegid is free to subcontract, under its responsibility, all or part of its obligations under the Agreement.
- 21.5 Unless otherwise stated, the terms, conditions and obligations of this document shall prevail over any other terms, conditions and obligations.
- 21.6 If one or more provisions of the Agreement are held to be invalid or are ruled to be such in application of any law or regulation or as a result of a final decision of a court with jurisdiction, the other provisions shall retain their full force, effect, meaning, and significance.
- 21.7 The fees and financial terms hereunder have been agreed upon, taking into account the strategic importance of the Client to Cegid, as well as both parties' desire for a strong collaboration. Consequently, the Client agrees:
- that Cegid is entitled to use Client's name or trademark as a reference in press releases, commercial documents or else, as from the signature of the Agreement;
 - to testify and present its experience with Cegid within a mutually agreed of a case study;
 - to assist, at the request of Cegid and subject to its availability, with demonstrations of the type "seminars/testimonials" in order to present to third parties its experience with the Cegid's solutions and with Cegid; and
 - to receive at the request of Cegid, and subject to its availability, prospective clients showing an interest in Cegid's solutions and which would wish to meet with the Client's representatives within the framework of "reference visits", unless the prospective client is a direct competitor of the Client. The number of references which the Client agrees to make is limited to 1 telephone reference call per month and 4 reference visits per year.
- 21.8 Cegid may freely, at any time, use the know-how acquired during the performance of this Agreement and perform similar services to the benefit of other clients.
- 21.9 During the term of this Agreement and for a period of six months after its termination the Client shall not, without the prior written consent of Cegid, solicit the direct or indirect employment of any person who is employed by Cegid. In case of breach of this provision, the Client shall immediately pay to Cegid a fixed compensation equivalent to the laid off person's salaries for the past twelve (12) months, including both employer and employee contributions. The Parties agree that such sum, paid by way of liquidated damages, would represent a fair estimate of the cost of recruiting a suitable replacement for that employee.

- 21.10 All fees payable by the Client under the Agreement are VAT exclusive. In the event where the Service include accounting applications, the Client is informed that in case its computerized accounting is controlled, Cegid will make available the IT documentation to the tax authorities and will assist the Client, if so requested by Client and in consideration for a fee at a rate to be fixed, to answer any request for information from the authorities regarding such documentation.
- 21.11 Cegid agrees to maintain business civil liability insurance covering damages that may arise from the operation of the Service under the Agreement. Notwithstanding the foregoing, the Client acknowledges and agrees that the insurance specified in this Clause 21.11 below shall not have the effect of increasing, leaving without effect or eliminating the exclusions or limitations of liability specified in Clause 16.
- 21.12 To the maximum extent permitted by applicable law, the Client shall not bring any legal action against Cegid on the grounds of its contractual liability or on the grounds of any warranty given under the Agreement after the expiration of a period of two (2) years from the occurrence of the event that gave rise to such action.
- 21.13 Entire Agreement: This Agreement contains all the terms agreed between the Parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the Parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to this Agreement except as expressly stated in this Agreement.
- (a) Neither Cegid nor the Client has relied or has been induced to enter into this Agreement in reliance on any representation, warranty or undertaking which is not set out in the Agreement.
- (b) Nothing in this Agreement shall exclude or limit any person's liability for fraudulent misrepresentation.
- 21.14 Data Protection: the Parties agree that they will comply with all applicable data protection legislation in connection to this Agreement including, without limitation, the Data Protection Act 1998, and particularly but not limited to, the data protection principles as set out in the Data Protection Act 1998.

22 THIRD PARTY RIGHTS

- 22.1 The Client acknowledges and agrees that Cegid Affiliates (means for Cegid any person or entity that Controls, is Controlled by, or is under common Control with Cegid, and “Control” or “Controlled by” means ownership of more than fifty per cent (50%) of the voting stock, shares or interests of such entity) shall be the third party beneficiaries to this Agreement and that such other companies shall be entitled to directly enforce, and rely upon, any provision of this Agreement that confers a benefit on it (or rights in favour of) them.
- 22.2 Other than as set out in Clause 16.9, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the Parties to this Agreement shall have any rights under it.
- 22.3 The right of the Parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under this Agreement is not subject to the consent of any person who is not a Party to this Agreement.

23 APPLICABLE LAW AND COURTS WITH JURISDICTION

- 23.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales.
- 23.2 The Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

24 COUNTERPARTS

- 24.1 This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

IN WITNESS whereof, the Parties hereto have executed this Agreement as of the Effective Date.

APPENDIX “Data Protection policy (for SaaS Service and Support)”

This Appendix applies to the processing of Personal Data in the context of the Agreement from the 25th of May 2018. If there is any inconsistency between any of the provisions of this Appendix and the provisions of the Agreement, the provisions of this Appendix shall prevail:

In this Appendix, the following definitions and rules of interpretation apply:

Applicable Law: The European Union Regulation 2016/679 from the European Parliament and the council on April 27th, 2016, related to the protection of the Personal Data of physical persons and the free circulation of that Personal Data, this regulation, repealing the Directive 95/46/CE (the “GDPR”), and any national implementing laws, regulations, as amended or updated from time to time, in France.

Personal Data: Refers to the personal data of data subject as defined in the Applicable Law that the Client processes in the context of the Agreement.

It is hereby agreed that this Appendix is in addition to the terms of the Agreement.

1 GENERAL PRINCIPLES:

1.1 In the application of the Applicable Law and in the context of the Agreement:

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

1.2 The Parties recognize that the execution of the object(s) of the Agreement, as well as the use of the Service and its functionalities, in accordance with its documentation, form the documented instructions of the Client.

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

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

1.3 The Client recognizes that it has the exclusive control and knowledge, and notably, of the origin of the Personal Data processed for the execution of the Agreement. Consequently, the Client undertakes to respect its obligations as data controller.

1.4 Cegid will delete the Personal Data and its copies in accordance with the applicable dispositions of the Agreement, unless any applicable law requires storage of the Personal Data.

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

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

- the European Union

- the European Economic Area

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

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

2 SECURITY OF PERSONAL DATA

2.1 In accordance with article 32(1) of the GDPR, Client and Cegid undertake to implement appropriated technical and organizational measures to ensure a level of security appropriate to the risk. The measures taken by Cegid are listed in a document presenting security measures, which last version is available to the client on request.

2.2 Cegid is exclusively responsible of the security of the Service for the aspects falling under its control. Hence, the Client is responsible of the security and the confidentiality of its systems and its policy to access to the Service. The Client shall ensure that the use and the configuration of the Service meet the requirements of the Applicable Law. Cegid is not bound by any obligation to protect personal data stored or transferred out of the Service by the Client or by Cegid under instruction of the Client.

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

3 COOPERATION WITH THE CLIENT

3.1 Cegid shall communicate to the Client without undue delay after receipt, any request, investigation or complaint that could be submitted by any data subject concerned by the processing of its Personal Data in the context of the Agreement.

Acting as data controller, the Client shall remain responsible of the answer to be provided to data subject and Cegid shall not answer to such requests. Nevertheless, taking into account the nature of the processing of the Personal Data, Cegid undertakes, by appropriate technical and organizational measures, insofar as this is possible, to assist the Client for the fulfillment of its obligation to respond to those requests.

3.2 Upon written request of the Client, Cegid provides the Client, at the expenses of the latter, with all the useful information in its possession in order to help the Client, as data controller, to satisfy the requirements of the Applicable Law concerning the privacy impact assessment related to the protection of Personal Data carried by and under the sole responsibility of the Client and the prior consultation before the French supervisory authority (CNIL) that could arise.

4 NOTIFICATION OF DATA BREACH

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

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

- the categories and approximate number of data subjects concerned

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

5 PROCESSOR

- 5.1 Cegid may engage sub-processor for Personal Data processing that are strictly necessary for the execution of the Agreement.
- 5.2 Cegid undertakes to engage sub-processors that provide sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the Applicable Law.
- 5.3 Cegid shall impose to its sub-processors, by way of an agreement, Personal Data protection obligations at least equivalent as those set out in the Agreement and in the Applicable Law. Cegid shall remain fully liable to the Client for the performance of that sub-processor's obligations.
- 5.4 Cegid may only engage a sub-processor which:
- is established in one of the member states of the European Union or the European Economic Area, or;
 - is established in the United States of America and is Privacy Shield certified, or;
 - proposes one of the appropriated safeguard in application of article 46 of the GDPR.
- 5.5 The list of the sub-processors of Cegid is provided on written request. Cegid undertakes to inform the Client of any addition or replacement of sub-processors as soon as possible. This information constitutes the information to the Client as specified in article 1.6.

The Client is allowed to object in writing to such addition or replacement in a period of ten (10) business days from the reception of the information.

The absence of objection from the Client after this period means its acceptance of the sub-processor.

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

6 COMPLIANCE AND AUDIT

- 6.1 On request, Cegid will send to the Client any document necessary to demonstrate Cegid's compliance with its obligations as a processor under the Agreement by e-mail. Any other method for sending these documents will be at the Client's expense.
- 6.2 The Client may request additional explanations from Cegid if the documents provided do not enable it to verify Cegid's compliance with its obligations as a processor under the Agreement. In such case, the Client should make a written request to Cegid, by registered letter with acknowledgement of receipt, in which it justifies and documents its request for further explanation. Cegid undertakes to answer the Client as soon as possible.
- 6.3 If, despite Cegid's answer, the Client questions the veracity or completeness of the information transmitted or in the event of imminent risks to the security of Personal Data, the Client may carry out an on-site audit subject to compliance with the following conditions:

- (i) the Client makes a written request for an on-site audit to Cegid, by registered letter with acknowledgement of receipt, by justifying and documenting its request;
 - (ii) Cegid undertakes to provide a response to the Client specifying the scope and conditions of the on-site audit. Since the security of Cegid's information system and data centers is based on their restricted access, the scope of an on-site audit will be limited to Cegid's processes enabling to operate the Service as a processor for the processing of Personal Data entrusted to Cegid by the Client. The audit shall not exceed two (2) business days which will be invoiced by Cegid to the Client at the rates in effect at the time the audit is carried out;
 - (iii) This audit may be carried out by the Client's internal auditors or may be entrusted to any service provider chosen by the Client that is not a competitor of Cegid;
 - (iv) Auditors must make a formal commitment not to disclose information collected at Cegid regardless of how it is obtained. A nondisclosure agreement must be signed by the auditors and communicated to Cegid before the audit takes place.
- 6.4 As part of the audit, Cegid will provide access to its premises, and generally to the documents and persons necessary for the auditors to conduct the audit in satisfactory conditions. It is understood that this audit must not have the effect of disrupting the operation of the Service.
- 6.5 The audit report must be made available to Cegid by the auditors before being finalized, so that Cegid can submit any comments, and the final report must take into account and respond to these comments. The audit report will then be sent to Cegid and discussed at a meeting between the Parties.
- 6.6 In the event that the final audit report reveals any breach of the commitments made in relation to the Service, Cegid must propose a corrective action plan within twenty (20) business days of the meeting between the Parties.
- 6.7 For the purposes of this clause, "business day" means a day between Monday and Friday which is not a public holiday in metropolitan France.
- 6.8 Except if changes of circumstances and events justify the implementation of an audit within a shorter period, audits may be carried out by the Client on Cegid's site only once during the initial period of the Agreement, and subsequently only once per renewal period.

7 DESCRIPTION OF THE PROCESSING

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