GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

WHEREAS

The Professional Services offered by Cegid are standard Professional Services designed to satisfy the needs of the greatest number of its clients. Cegid, in keeping with its obligation to inform and advise its clients, has communicated to the Client a commercial proposal and/or Documentation presenting the Professional Services to the Client, which the Client acknowledges it has read. It is the responsibility of the Client, notably on the basis of this information, to ensure the Professional Services are complementary to its particular needs and constraints. To this end, prior to accepting the Agreement, the Client may ask Cegid for any supplementary information, after which point the Client acknowledges that it has been sufficiently informed of the aforementioned Professional Services. The Client also agrees to provide Cegid with any additional information necessary for the proper execution of the Professional Services in question. Any specification or document prepared by the Client indicating any additional requests shall under no circumstances be taken into account by Cegid for purposes of the Agreement, except upon Cegid's express consent before execution hereof, with the understanding that any agreed-upon specifications or additional requests shall be included as an appendix to the Agreement.

The Client acknowledges and accepts that changes may be made to this document, and that the version of the General Terms and Conditions for Professional Services applicable for the Contract is the one available at https://www.cegid.com/fr/cgv/.

THE FOLLOWING IS THEREFORE NOW PROVIDED AND AGREED:

CLAUSE 1. DEFINITIONS

For implementation hereof, the terms and expressions identified by a capital letter have the meaning indicated below, whether used in the singular or plural.

Agreement: Means either:

- a set of documents including or incorporating by reference the "Description of Items Ordered," the "Order Form" and the "SEPA Mandate" (if applicable and issued), these General Terms and Conditions for Professional Services, as well as the Service Files and the Technical Prerequisites and any other general terms and conditions applicable to ordered elements referred to in the "Description of Items Orders"; or

- an order placed online that is validated by an authorized signatory of the Client and that includes or incorporates by reference the "Description of Items Ordered" (indicating the quantity and price of such items), the "SEPA Mandate" (if applicable), these terms and conditions, as well as the Service Files and the Technical Prerequisites and any other general terms and conditions applicable to ordered elements referred to in the "Description of Items Orders".

These terms and conditions and the Technical Prerequisites can be consulted and downloaded from the Cegid website (https://www.cegid.com/en/terms-and-conditions/) and may also be sent to the Client upon request. Cegid recommends that the Client read these terms and conditions, the Service Files and the Technical Prerequisites, by using this latter means of access, which is permanently available.

Author Software Package: Means the standard software package(s) designed and developed by parties other than Cegid for which Cegid holds distribution rights, allowing Cegid to grant the Client the right to use the foregoing Author Software Packages, and for which the Client has obtained rights to use under separate terms and conditions.

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

Cegid Software Package: Means the standard software package(s) of which Cegid is the author (and its Documentation) for which the Client has obtained rights to use under separate terms and conditions.

Client Data: Means information and data (including Personal Data), of which the Client is the owner and/or controller and that the Client enters, fills in, transmits, collects, stores and or processes in connection with performance of the Agreement.

Effective Date: Means the date that the Agreement comes into effect, as indicated on the signature page on the Order Form.

Hardware: Means the information technology equipment ordered by the Client, which equipment is subject to separate General Terms and Conditions for Hardware, Third Party Software and Associated Services.

Pass Ticket: Means the intermittent performance of professional service upon order of the Client, as described in a Service File available upon request made to Cegid.

Personal Data: Means any information relating to an identified or identifiable natural person as defined in more detail in the applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679 – "GDPR") and the Data Protection Act 2018 (collectively "Applicable Regulations") that Client processes in connection with the performance of the Agreement.

Professional Services: Means the professional services (including the Pass Tickets) related to the Software Packages, the Third-Party Software, the SaaS Service and/or the Hardware, such as the installation, analysis, configuration, data migration and/or training offered by Cegid and subscribed for by the Client in the Agreement. They are described in the Service Files.

Service: Means either:

- the standard application services delivered online (SaaS mode), as well as any support and maintenance services, to which the Client subscribes under separate General Terms and Conditions for Use of SaaS Service.

- the support and error correction and software maintenance provided by Cegid as per separate General Terms and Conditions for Licenses and Associated Services.

Service File: Means the Cegid document describing the content of a Professional Service, accessible by the Client upon request to Cegid.

Software Packages: Means together, the Cegid Software Package and the Author Software Package.

Subsidiary: Means any subsidiary of the Client as defined in section 1159 of the Companies Act 2006 which can benefit from the Professional Service provided by Cegid to the Client within the conditions of this Agreement. By exception, subsidiaries directly or indirectly (through intermediaries) operating a business that competes with Cegid shall not be regarded as Subsidiaries.

Technical Environment: Means the information system (including software, hardware, communication networks, etc.) of the Client prior to delivery and implementation of the Software Package. The Technical Environment, in order to allow proper functioning of the Software Package under normal conditions of use, must comply with the Technical Prerequisites.

Technical Prerequisites: Means the latest version of the list of characteristics of the information system or the hardware and computer devices of the Client recommended by Cegid and necessary for the proper functioning of the Software Packages or to the access to the SaaS Service, as described in the separate General Terms and Conditions of License and Associated Services Agreement or the General Terms and Conditions of Use of SaaS Service.

Third Party Software: Means the computer programs designed and developed by third-parties and for which Cegid holds distribution rights (excluding the Cegid Software Package and the Author Software Package for which the Client has obtained a license under separate General Terms and Conditions for License and Associated Services).

CLAUSE 2.   ACCEPTANCE OF THE AGREEMENT - PURPOSE

2.1.   Acceptance of the Agreement

The Client is deemed to have read the Agreement as defined in Clause "Definitions," and to have duly accepted it without reservation. The Agreement is deemed accepted by the Client upon the latter's execution of the Order Form and/or of the direct debit authorization in printed form or when the Client concludes an order online making reference to these terms and conditions and acknowledging acceptance of the entire Agreement.

Any modification of these General Terms and Conditions for Professional Services must be duly accepted and signed by the Parties, failing which, any amendment or alteration made on the pre-printed part of the Agreement (i.e., "Order Form," "Description of Items Ordered") shall be deemed null and void and without effect.

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

2.2.   Purpose

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

CLAUSE 3.   EFFECTIVE DATE – TERM

The Agreement takes effect on the Effective Date.

The Agreement shall remain in force until all Professional Services have been performed and paid for.

PROVISIONS CONCERNING PROFESSIONAL SERVICES

CLAUSE 4.   PROFESSIONAL SERVICES:

4.1. Cegid will perform the Professional Services selected by the Client and designated in the Part "Description of Items Ordered" or in the on-line order form.

4.2. If the Client wishes to change a scheduled date on which Professional Service are to be performed on-site, it must notify Cegid by letter or email received by Cegid at least eight (8) business days before the scheduled date for performance of the Professional Service in question. If cancellation or postponement occurs less than forty eight (48) hours before the scheduled date for performance of the Professional Service, Cegid may charge the Client a cancellation fee equal to one hundred percent (100%) of the price of the Professional Service. In the event of cancellation or postponement occurring between forty eight (48) hours and eight (8) business days before the scheduled date for performance of the Professional Service, Cegid may charge the Client a cancellation fee equal to fifty percent (50%) of the price of the Professional Service. Specific conditions for cancellation or postponement of Professional Services for training are detailed below.

4.3. Content of training. The content of the Cegid training courses is described in the teaching materials; which Cegid will send to the Client upon request. If the Client wishes to conclude a training agreement, it must request such agreement from Cegid and accept the terms of the pre-printed document "Training Agreement".

Registrations. Registrations are processed by Cegid in the order in which it receives applications. If the training course the Client selects is full on the registration date, a new date will be offered to the Client. Registration will be confirmed by Cegid at least eight (8) days before the start of the training course.

Participants. The Client, before registering a participant, should ensure the participant has the skills and motivation necessary to understand and successfully complete the training provided. The Client's trainees attending each day of training undertake to sign the Cegid daily attendance register.

Methods of execution. Training Services will be provided by Cegid according to the following methods:

- Multi-client training services at the training center, at a location to be determined by Cegid: The costs of any of the Client's meals and travel remain the latter's responsibility.

- Training Services at the Client's premises: any of the trainer's meals and travel costs shall be invoiced to the Client at a flat rate, according to the conditions in the "Per Diem Expenses" in the "Order Form".

- Customized training: Cegid, for a price mutually agreed by the Parties, will provide customized training to the Client's personnel. Training may be provided either on site, or at an off-site location. The travel and/or meal costs are invoiced according to the conditions defined above depending on the location of the training.

- Web-based Training: In certain circumstances, Cegid may offer online training or e-learning to the Client at the Client's expense. To take advantage of any web-based training, the Client must have a telephone connection and an operational internet connection. The Client is informed that web-based training and e-learning are generally not paid for by paying institutions.

Cancellation and/or postponement.

- Cancellation and/or postponement by the Client: If the Client wishes to change the registration date, or cancel attendance at a training course, it must notify the Cegid training department, by letter or email received by Cegid at least eight (8) business days before the start of the course.

  o If cancellation or postponement is made less than forty-eight (48) hours before the scheduled date of the training course, Cegid may charge the Client a cancellation fee of an amount equal to one hundred percent (100%) of the training course.

  o If cancellation or postponement occurs between forty-eight (48) hours and eight (8) business days before the anticipated start date for the training course, Cegid may charge the Client a cancellation fee of an amount equal to fifty percent (50%) of the price of the course.

  o If the Client fails to cancel or postpone a given training course and the Client does not attend, Cegid may charge the Client a flat rate fee in an amount equal to one hundred percent (100%) of the price of the training course.

- Postponement by Cegid: A training course at the center may be postponed if the number of participants is insufficient. A course at the Client's premises may also be postponed if the trainer is not available or if there are any logistical transport issues (such as those resulting from strikes or inclement weather). The Client will be notified as promptly as practicable upon knowledge of the event.

4.4. Cegid, before performing any Professional Service related to implementing an Interface and/or related to Data Migration, will conduct a preliminary technical feasibility study on the basis of information supplied by the Client, and will provide a project costing including an estimate of the number of days that would be necessary to complete the Professional Service, which terms must be agreed-upon by the Client and Cegid.

4.5. The Client will allow Cegid free access to all information which Cegid considers necessary to provide the Professional Services.

4.6. The Client, within two (2) days after Cegid performs the Professional Services, will accept the Professional Services or provide Cegid with notice of the manner in which the Professional Services fail to conform to the Order Form.

The acceptance of Professional Services shall be deemed to have occurred on the expiry of two (2) days after performance, unless the Client has given the abovementioned written notice of non-acceptance and Cegid will invoice the total amount payable to Cegid in relation with such professional Services.

4.7. Cegid does not warrant the Professional Services fitness to a particular purpose which may have been the reasons for the Client's decision to conclude this Agreement where (i) the Client failed to state such reasons in writing in advance and (ii) such reasons where not expressly validated by Cegid in accordance with the conditions explained in the Preamble.

4.8. Cegid reserves the right to invoice the Client for time spent on investigating the causes of incidents if the incident encountered by the Client is not caused by a service or deliverable of Cegid's under the Agreement.

CLAUSE 5. INTELLECTUAL PROPERTY

5.1. Intellectual property rights to the results of the Professional Services

Each Party retains the intellectual property rights owned by it prior to the Effective Date.

Cegid is the owner of the deliverables resulting from the Professional Services, for example, the configuration, interfaces as well as the documents, studies, products and data, implemented or supplied by Cegid in the framework of the Agreement (hereinafter the "Results"). All rights relating to the Results are and remain the property of Cegid since the Agreement does not implement any assignment of property rights for the benefit of the Client or create any co-ownership between the latter and Cegid concerning the Results.

Cegid grants the Client a personal, non-exclusive, non-assignable and non-transferrable personal use right to the Results for use of the Software Packages under the conditions and limits fixed according to separate General Terms and Conditions for Licensing and Associated Services or as applicable for use of the SaaS Service under the conditions and limits fixed in the separate General Terms and Conditions for SaaS Service.

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

The Client shall refrain from making the Results available to third parties, directly or indirectly, gratuitously or for consideration, in any form or for any reason whatsoever.

5.2. Know-how of each Party

Each Party shall remain the owner of the know-how it possesses independently of the Agreement or the know-how it may acquire during performance of the Agreement, and shall remain free to use it. Cegid is free to perform similar services on behalf of other clients. Neither of the Parties may claim any right whatsoever over the know-how of the other Party.

FINANCIAL PROVISIONS

CLAUSE 6. PRICES AND INVOICES

6.1. Prices

The prices are indicated in the "Description of Items Ordered" and "Order Form", or in the online order form. All prices listed are exclusive of VAT and all other charges, taxes, duties or fees payable by the Client as of the date that Cegid's invoice is issued to the Client. The price under no circumstances constitutes a fixed price, Professional Services being performed on a time and material basis.

6.2. Invoicing

Professional Services are invoiced upon their performance. The order being firm and final, Cegid reserves the right to invoice every day of Professional Service ordered by the Client but not performed by Cegid after a period of twelve (12) months from the Effective Date for reasons attributable to the Client.

6.3. Price revision

Prices may evolve from time to time. Accordingly, the Client agrees that the Professional Services ordered but not yet performed at the date where Cegid increases its prices will be invoiced based on such price increase. Such price revision may occur twice per year and per item ordered, by an amount not to exceed eight percent (8%) over the year.

CLAUSE 7.   PAYMENT

7.1.   Payment of Professional Services

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

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

For direct debit, the Client agrees to provide its bank details (IBAN and BIC) and to complete the SEPA Mandate in paper or electronic form, and if the Client successively signs several contracts and chooses to pay Cegid by direct debit each time a payment is due, the Client shall thereby accept that each of the contracts will be regulated by a single direct debit mandate, of which the amount may vary, in light of the addition and termination of other contracts over time.

7.2.   Client custom

Should the Client wish Cegid to comply with the Client's particular method concerning the payment of invoices issued under the Agreement (inclusion of a particular reference on each invoice such as number of purchase order provided by the Client, implementation of a particular communication process with respect to such invoices), the Client must notify Cegid of such particularity before execution of the Agreement so that Cegid can confirm its ability to take such request into account and, if applicable, such particularity be set out in specific conditions agreed between the Parties, failing which such particularity will not be applied and standard invoicing conditions as set out in the Agreement shall apply.

If the purchase order number provided by the Client were to evolve annually, such number shall be provided to Cegid each year, at the latest within thirty (30) days prior to the anniversary date of the Agreement, at the following email address: Cegid_Business_support@cegid.com.

7.3.   Payment default

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

Moreover, Cegid may invoice the Client for late payments interest equal 5 percentage points above HSBC PLC's base rate from time to timewithout any prior reminder or formal notice being necessary. The interest will be calculated per day of delay from the due date until payment of the overdue sum, including interest, whether before or after judgement. If the Client fails to make a payment due to Cegid under this Agreement, the Client shall also pay Cegid, as liquidated damages, £40 for the collection costs incurred by Cegid. The Parties confirm that these liquidated damages are reasonable and proportionate to protect Cegid's interest in collecting the overdue amount.

Nonpayment by the Client of an invoice that is due shall entitle Cegid to require payment of all other outstanding invoices, even if they are not yet due.

All fees following the bank's rejection of the Client's payment shall remain the financial responsibility of the latter.

7.4. General

Cegid reserves the right to decide how partial payments made by the Client are deducted from amounts due to Cegid. The Client shall refrain from any set-off with amounts which may be due to it from Cegid under the Agreement, or any other agreement which may exist between the Parties, without the prior written agreement of Cegid.

GENERAL PROVISIONS

CLAUSE 8. CLIENT DATA AND SECURITY

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

The Client is responsible for adopting all the necessary precautions to ensure the security, confidentiality and integrity of all Client Data it may process directly or indirectly during use of the Software Packages, Third-Party Software, SaaS Services or any other software during performance of the Professional Services, and, in particular, for ensuring the timely implementation of all measures necessary for backing up and retrieving its Client Data.

The Client must adopt all necessary measures to protect its information system, including against viruses, worms and other hostile intrusion processes. All operations for retrieval or reconstitution of Client Data, programs or files which are lost or deteriorated are not covered by the Agreement.

CLAUSE 9. SUPPLY OF PROFESSIONAL SERVICES TO THE CLIENT'S SUBSIDIARIES

9.1. Compliance with provisions of the Agreement by Subsidiaries

Subsidiaries may benefit from the Professional Services under the Agreement under the same conditions as the Client. The Client must give notice of the contents of the Agreement to its Subsidiaries that wish to benefit from the Professional Services and ensure that the Subsidiaries comply with all obligations placed on them by the Agreement. The Client shall act as guarantor on behalf of its Subsidiaries for compliance with the provisions of the Agreement and any breach of the Agreement by the Client's Subsidiaries will be deemed a breach by the Client. In the event of non-compliance with any of the provisions of the Agreement by one of the Client's Subsidiaries, Cegid may directly contact the Client to obtain compensation without any requirement for a formal notice to the Subsidiary concerned.

9.2. Disposition of Subsidiaries

Any Subsidiary that for any reason ceases to be a Subsidiary, or that operates a business that competes with Cegid, shall immediately and automatically forfeit its right to benefit from the Professional Services under the Agreement.

CLAUSE 10. COOPERATION

Satisfactory performance of the Agreement and proper provision of the Professional Services requires active and continuing cooperation in good faith between the Parties. Consequently, each of the Parties undertakes to:

- actively commit to fulfillment of its obligations under the Agreement;

- refrain from any conduct which could affect and/or hinder fulfillment of the other Party's obligations;

- provide by a mutually agreed-upon date, all information and documents necessary for implementation of the Agreement;

- alert the other as quickly as possible in the case of difficulty and agree on deploying the best possible solution as promptly as possible.

The Parties shall meet as frequently as necessary to ensure satisfactory conduct of the Agreement and more particularly to verify the correct and proper provision of the Professional Services.

Specifically, it is the Client's responsibility to send to Cegid all information concerning the Client that is necessary for the proper provision of the Professional Services provided and to inform Cegid of any difficulties of which it may become aware or which its knowledge of its field of activity enable it to foresee as the Professional Services are implemented.

In addition, the Client will retain competent, qualified and trained users throughout the entire duration of implementation of the Agreement.

CLAUSE 11. INDEMNITY; LIABILITY; INSURANCE
11.1. Indemnity

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

- the Client is given prompt notice of any such claim;

- Cegid provides reasonable co-operation to the Client in the defense and settlement of such claim, at the Client's expense; and

- the Client is given sole authority to defend or settle the claim.

11.2. Liability

Except as expressly and specifically provided in this Agreement:

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

- all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

- the Services and the Documentation are provided to the Client on an "as is" basis.

Nothing in this agreement excludes the liability of Cegid:

- for death or personal injury caused by Cegid's negligence; or

- for fraud or fraudulent misrepresentation.

Subject to the aforementioned:

- Cegid shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

- Cegid's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total fees paid by the Client for the Services during the 12 months immediately preceding the date on which the claim arose.

The Parties acknowledge that the prices in the Agreement reflects the distribution of risks under the Agreement and the economic balance sought by the Parties, and that the Agreement would not have been concluded under these conditions without the liability limitations defined herein. The Parties expressly agree that the foregoing liability limitations shall survive termination of the Agreement.

11.3. *Insurance*

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

CLAUSE 12. WARRANTIES PROVIDED BY THE CLIENT

The Client shall indemnify and hold Cegid harmless against any action by a third party arising out of or related to use by Cegid of any software package or software made available to Cegid by the Client pursuant to the Agreement. In this regard, the Client shall pay all damages which may be awarded against Cegid.

CLAUSE 13. TERMINATION FOR BREACH

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

CLAUSE 14. FORCE MAJEURE

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

Force Majeure Event means any circumstance not within a Party's reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent; collapse of buildings, fire, explosion or accident; any labor or trade dispute, strikes, industrial action or lockouts (other than in each case by the Party seeking to rely on this clause, or companies in the same group as that Party); non-performance by suppliers or subcontractors (other than by companies in the same group as the Party seeking to rely on this clause); and interruption or failure of utility service, telecommunication services and telecommunication networks (other than by companies in the same group as the party seeking to rely on this clause).

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

If the impediment is temporary, fulfillment of the obligation is suspended until the Party invoking the Force Majeure Event is no longer impeded by such Force Majeure Event. The Party invoking the Force Majeure Event shall keep the other Party informed and undertakes to make every effort to limit the duration of the suspension. If the suspension continues beyond three (3) months, either of the Parties may terminate the Agreement without liability by notice to the other Party by registered mail.

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

CLAUSE 15. CONFIDENTIALITY

All documents, all data (including Client Data), all deliverables and/or all know-how whether covered or not by intellectual property laws, irrespective of their form or nature (commercial, industrial, technical, financial, etc.), disclosed by one Party (the "Disclosing Party") to the other Party (the "Recipient"), or of which they have knowledge during implementation of the Agreement, including without limitation the terms of the Agreement, shall be considered confidential (hereinafter the "Confidential Information").

Confidential Information does not include information which (i) was in the possession of the Recipient prior to its disclosure by the Disclosing Party provided said possession was not the direct or indirect result of unauthorized disclosure of the information by a third party, (ii) is public on the date of acceptance of the Agreement, or which is made public after said date, provided it is not made public due to breach by the Recipient of its confidentiality obligations under the Agreement, or (iii) is regularly and legally acquired independently of the Agreement by the Recipient.

The Recipient will refrain from using the Disclosing Party's Confidential Information other than for the purpose of implementing the Agreement, to protect the Disclosing Party's Confidential Information and not to disclose it to third parties other than its employees, affiliated companies and subcontractors who have a need to know for the purposes of the Agreement, without the prior written consent of the Disclosing Party. The Parties will adopt all necessary measures to ensure that their employees, affiliated companies and subcontractors with access to Confidential Information are aware of the confidential nature of the Confidential Information communicated and that they comply with the obligations in this Clause.

Notwithstanding the foregoing, the Recipient may disclose the Disclosing Party's Confidential Information as required by the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Recipient, unless prohibited by law, will provide the Disclosing Party sufficient notice to allow the Disclosing Party to seek a protective order or similar relief. The Recipient will limit disclosure under this paragraph to the portion of the Disclosing Party's Confidential Information it reasonably believes it is required to disclose.

Before a Party discloses any Confidential Information pursuant to this Clause it shall, to the extent permitted by law, use all reasonable endeavors to give the other Party as much notice of this disclosure as possible. If a Party is unable to inform the other Party before Confidential Information is disclosed pursuant to this Clause it shall, to the extent permitted by law, inform the other Party of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

Any violation of the undertakings in this Clause by the Recipient will constitute a material breach of its obligations for which the Recipient shall be fully liable and shall indemnify the Disclosing Party for the loss suffered.

The Parties undertake to comply with the obligations under this Clause throughout the entire term of the Agreement and for a period of five (5) years after termination or expiration of the Agreement.

In this regard, once the Agreement has expired or is terminated, each Party shall return to the other Party all documents containing Confidential Information, or warrant to the other Party the destruction of all Confidential Information in its possession. Under no circumstances may a copy of documents containing Confidential Information be retained by a Party, except by exceptional and written agreement of the other Party.

CLAUSE 16. SUBCONTRACTING

The Client accepts that Cegid may freely, without prior formality, subcontract all or some of its obligations under the Agreement. In the event of subcontracting, Cegid shall remain solely responsible for compliance by subcontractors with the obligations imposed by the Agreement.

The Parties agree that provisions pertaining to sub-processors are subject to the Applicable Regulations in the sense of Applicable Regulations are inserted in Data Processing Appendix.

CLAUSE 17. ASSIGNMENT

The Agreement, including the rights and obligations provided thereto, may be assigned by the Client, whether in whole or in part, for consideration or otherwise, subject to prior written consent of Cegid.

Cegid may assign, mortgage, charge, subcontract, delegate, declare a trust over, freely transfer, or deal in any other manner the Agreement by giving notice, including the rights and obligations provided thereto, without formalities. Upon written notice of the assignment to the Client, Cegid shall be discharged of any obligations under the Agreement and shall not be held jointly and severally liable for implementation of the Agreement by the assignee.

CLAUSE 18. NON-SOLICITING OF PERSONNEL

In order to protect the legitimate business interest of Cegid, the Client shall not, during the term of the Agreement and for 18 months years following its termination or expiration, for any reason whatsoever, hire, engage or commission work directly or indirectly through an intermediary, from any employee of Cegid who participated in fulfillment of the Agreement, irrespective of their specialization.

If the Client breaches this Clause the Client shall pay Cegid an amount equal to the gross remuneration for the last eighteen (18) months of the person concerned, plus the employer's contributions without prejudice to any other rights and remedies available to Cegid. The Parties agree that these liquidated damages are reasonable and proportionate to protect Cegid's legitimate business interests.

CLAUSE 19. REGULATIONS

19.1. Social Regulations

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

19.2. Compliance

The Client represents that it shall not, and shall not permit any of its subsidiaries or affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents, to engage in any activity, practice or conduct which would constitute an offence under ethics, anti-bribery and anti-corruption applicable laws and regulations including without limitation the OECD Convention, the US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act 2010 (Bribery Act).

The Client notably represents that it shall not use any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, made, offered or authorized any unlawful payment to foreign or domestic government officials or employees, whether directly or indirectly, or made, offered or authorized any unlawful bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment, whether directly or indirectly.

Should the Client become aware of a breach of this Clause, the Client shall notify Cegid within twenty four (24) hours on becoming aware of such breach.

19.3. Exports

The Client undertakes to comply strictly with export control laws and regulations applicable, including without limitation in France, in United-Kingdom, in European Union and in the United States.

CLAUSE 20. MISCELLANEOUS PROVISIONS

20.1. Independence of the Parties

The Parties are and will act as independent contractors. Nothing in the Agreement may be construed or implied to create an agency, association, partnership or joint venture. At no time will either Party make any commitments or incur any charge or expense for or in the name of the other.

20.2. Entire Agreement

The Parties acknowledge that the Agreement, and all other terms and conditions incorporated by reference herein, contains all the terms agreed between the Parties concerning the subject matter of the Agreement, and replace all prior, whether verbal or written, undertakings concluded between the Parties concerning the subject matter hereof. The Agreement prevails over any other document, including any general terms and conditions of purchase of the Client.

20.3. Amendments

The Agreement shall not be modified or amended except by written amendments signed by duly authorized representatives of the Parties.

The Parties have assessed the risks associated with the performance of the Agreement, which they accept, and waive any re-negotiation of the terms whatever the circumstances.

20.4. Headings

The headings of the Agreement are inserted solely to facilitate reading of the contractual documents. Should the heading of a paragraph or a Clause in a contractual document distort understanding of the text, the text of the paragraph or Clause alone shall be considered and not its heading.

20.5. Severability

If any provision of the Agreement or its application to any person or circumstances is to any extent invalid or unenforceable, the remainder of the Agreement, or the application thereof to any person or circumstances other than those as to which it is invalid or unenforceable, will not be affected, and each provision of the Agreement will be valid and enforced to the fullest extent of the law.

20.6. Non-waiver

Failure by either Party to enforce any right pursuant to the Agreement, shall not be construed as the waiver of such right and shall not affect that Party's right to later enforce it.

20.7. Commercial Reference

The Client authorizes Cegid to freely cite the Client name and use and/or reproduce the Client logo and/or trademarks as a commercial reference in commercial documents and press advertisements in any form whatsoever, on any support medium, and on documents used and/or prepared by Cegid in the framework of the Agreement.

CLAUSE 21. APPLICABLE LAW AND JURISDICTION

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

Failing reaching an amicable resolution, each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Data Processing Appendix

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

1. General principles

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

- the Client acts as controller of Personal Data or, where appropriate, as processor of its clients;

- Cegid acts as processor only on behalf of and according to the documented and lawful instructions of the Client.

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

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

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

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

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

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

- the European Union, or

- the European Economic Area, or

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

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

2. Security of Personal Data

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

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

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

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

3. Cooperation with the Client

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

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

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

4. Notification of Personal Data breaches

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

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

- the nature of the breach;

- the categories and the approximate number of data subjects affected by the breach;

- the categories and the approximate number of Personal Data records concerned;

- describe the likely consequences of the personal data breach;

- the description of the measures taken or proposed by Cegid in order to address the Personal Data breach, including, where appropriate, measures to mitigate its possible adverse effects.

5. Subprocessing

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

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

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

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

- established in a member state of the European Union or the European Economic Area, or

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

- with the appropriate guarantees pursuant to article 46 of the GDPR.

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

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

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

6. Compliance and audit

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

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

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

(i) the Client addresses a written request for an on-site audit to Cegid, by registered letter with an acknowledgement of receipt, justifying and documenting its request;

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

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

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

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

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

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

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

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

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

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

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

7. Description of the processing

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

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