GENERAL TERMS AND CONDITIONS FOR IMPLEMENTATION SERVICES

INTRODUCTION

The implementation services offered by Cegid are standard implementation services designed to satisfy the needs of the greatest number of clients. As part of its duty to provide information and advice, Cegid has made available to the Client a commercial proposal and/or documentation setting out the Implementation Services, which the Client acknowledges having read. It is the Client's responsibility, particularly on the basis of this information, to ensure that the Implementation Services are suited to its own needs. To this end, the Client may, prior to accepting the Contract, request any additional information from Cegid, failing which the Client acknowledges that it has been sufficiently informed. The Client also undertakes to provide Cegid with any information necessary for the proper fulfilment of the Implementation Services. Any specifications or requirements document drawn up by the Client will not be considered by Cegid under the terms of the Contract unless expressly approved by Cegid prior to the signing of these General Terms and Conditions. The Client acknowledges and accepts that changes may be made to this document, and that the version of the General Terms and Conditions for Implementation Services applicable for the Contract is the one available at https://www.cegid.com/en/terms-and-conditions/.

WHEREAS THE FOLLOWING IS AGREED:

ARTICLE 1.   DEFINITIONS

For the purposes of this Contract, words and expressions with an initial capital letter shall have the meanings set out below, whether used in the singular or in the plural.

Client: Refers to the legal entity or natural person, co-contractor of Cegid, acting in connection with its professional, commercial, industrial, craft or liberal activity.

Contract: Refers to either:

- the contractual whole composed of several sections and several documents, namely the "Items Ordered" section, the "Order Form" section, the "SEPA Mandate" section if applicable and provided, these General Terms and Conditions for Implementation Services, as well as the Service Records and the Technical Requirements, as well as all other general terms and conditions applicable to the items ordered by the Client as detailed in the "Items Ordered" section.

- the online order, approved by an authorised representative of the Client, including the items ordered, the quantities, the prices, the SEPA Mandate if applicable, these General Terms and Conditions for Implementation Services and also the Service Records and the Technical Requirements, as well as all other general terms and conditions applicable to the items ordered by the Client as detailed in the "Items Ordered" section.

The General Terms and Conditions for Implementation Services, the Service Records and the Technical Requirements can be viewed at and downloaded from the Cegid website (https://www.cegid.com/global/terms-and-conditions/) and can also be sent to the Client immediately upon request and thus comply with Article L441-1 of the French Commercial Code in its stipulation that communication by a service provider must be made via any means that conforms to the standard practices of the profession. Cegid recommends that the Client acquaint itself with the General Terms and Conditions for Implementation Services, the Service Records and the Technical Requirements via this permanently available means of access.

Professional Training Agreement: if applicable, refers to the agreement entered into between Cegid and the Client in connection with a professional training course. Its purpose is to set out their mutual obligations concerning the fulfilment conditions for the training course, in application of the provisions of the Labour Code (article L6353-3) concerning the organisation of professional training. The Training Agreement is sent by Cegid to the Client for each training course.

Effective Date: Refers to the effective start date of the Contract as stated on the signature page of the Order Form.

Client Data: Refers to the information (including Personal Data) of which the Client is the owner and/or manager and which it enters, fills in, sends, collects, keeps and/or processes in connection with the fulfilment of the Contract.

Personal Data: Refers to the personal data processed by the Client in connection with the fulfilment of the Contract, within the meaning of Directive 95/46/EC and, as of 25 May 2018, regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and Law No. 78-17 of 6 January 1978 (known as the "GDPR"), this set of regulations being referred to hereinafter as the "Applicable Regulations".

Service Record: Refers to the Cegid document describing the content of an Implementation Service, accessible by the Client on request from Cegid.

Subsidiary: Refers to a subsidiary of the Client, within the meaning of Article L 233-3 of the French Commercial Code, which may have access to the Service under the terms and conditions set out in the article "Client Data and security". By way of exception, all entities having an activity that competes directly or indirectly, through persons or interposed companies, with the activity carried out by Cegid shall not be considered as Subsidiaries.

Third-Party Software: Refers to any computer program(s) whose publisher is a third party and for which Cegid has a distribution right, excluding the Cegid Software Package and the Author Software Package, for which the Client has acquired a user licence under the separate General Terms and Conditions of Licence and Associated Services.

Hardware: Refers to the computer equipment ordered by the Client and subject to separate General Hardware Terms and Conditions.

Technical Requirements: Refers to the latest version of the list of characteristics of the Client's information system or hardware and devices recommended by Cegid and necessary for the proper functioning of the Software Packages or access to the Service in SaaS mode as described in the General Terms and Conditions of Licence and Associated Services or the separate General Terms and Conditions of Use for the SaaS Service.

Implementation Services: Refers to the implementation services (including Pass Tickets) relating to Software Packages, Third-Party Software, the Service in SaaS mode and/or the Hardware, including installation, analysis, configuration, data transfer and/or training offered by Cegid and subscribed to by the Client under the terms of this agreement. They are described in Service Records.

Software Packages: Refers to both the Cegid Software Package and the Author Software Package.

Author Software Package: Refers to the standard software package(s) designed and developed by authors other than Cegid for which Cegid has a distribution right conferring on it the ability to grant the Client rights of use, and for which the Client has acquired a user licence under the separate General Terms and Conditions of Licence and Associated Services.

Cegid Software Package: Refers to standard software package(s) of which Cegid is the author, as well as its documentation, for which the Client has acquired a user licence under the separate General Terms and Conditions of Licence and Associated Services.

Service: Refers to either:

- standard application services delivered online (SaaS mode), and their support and maintenance, subscribed under separate SaaS Terms and Conditions of Service;

- the support services and corrective and evolutionary maintenance provided by Cegid under separate General Terms and Conditions of Licence and Associated Services.

Ticket Pass: Refers to a one-off setup service upon an order described in a Service Record available to the Client on request from Cegid.

ARTICLE 2. ACCEPTANCE OF THE CONTRACT – PURPOSE

2.1. Acceptance of the Contract

The Client is deemed to have taken cognisance of the Contract as defined in the article "Definition" and to have duly accepted it without reservation.

The Contract is accepted without reservation by the Client when signing the Order Form and/or the direct debit authorisation in paper form or when concluding the online order, which refers to these General Terms and Conditions for Implementation Services and constitutes acceptance of the entire Contract.

Any modification of the present General Terms and Conditions for Implementation Services shall be subject to special terms and conditions duly accepted and signed by both Parties. Otherwise, any modification or alteration made to the pre-printed section of the Contract (Order Form, Items Ordered) shall be deemed null and void.

For the purposes of remote acceptance of the Contract, the Client acknowledges and accepts that faxes signed by one of its representatives or agents, received by Cegid, have the value of written proof and may be validly invoked by Cegid.

Acceptance of the Contract by electronic means has the same evidential value between the Parties as a paper agreement. The computerised registers kept in the computer systems will be kept under reasonable security conditions and deemed to constitute proof of the communications between the Parties. The contractual documents are archived on a reliable and durable medium that can be produced as proof.

2.2. Purpose

The purpose of this document is to define the terms and conditions under which Cegid provides the Client with the Implementation Services.

ARTICLE 3. ENTRY INTO FORCE – DURATION

The Contract comes into force on the Effective Date specified on the signature page. This Contract shall remain in force until all Implementation Services have been fulfilled and paid for.

PROVISIONS RELATING TO IMPLEMENTATION SERVICES

ARTICLE 4. IMPLEMENTATION SERVICES

4.1. The Implementation Services selected by the Client and mentioned in the "Items Ordered" section or in the online order will be fulfilled by Cegid.

4.2. Training content Where applicable, the content of Cegid's training courses is described in the training programmes that can be viewed at and downloaded from the Cegid Store on the Cegid website (https://www.cegid.com/global/terms-and-conditions/), or they can be sent by Cegid to the Client on request.

Registrations. Registrations are processed by Cegid in the order in which orders are received.
If the training date chosen by the Client is full on the day of registration, the Client will be offered a new date. Registration will be confirmed by Cegid no later than eight (8) days before the start of the course.

Participants. When seeking to enrol a participant, the Client shall ensure that the participant has the required level of knowledge set out in the training programmes and the motivation necessary for the understanding and successful completion of the training course(s) provided. Participants attending each half-day training session agree to sign an attendance sheet provided by Cegid. In the case of a training service carried out remotely, the Client authorises the Cegid trainer to confirm his/her presence by writing his/her name and the words "PRESENT".

Terms and conditions of delivery. The Training Services will be delivered by Cegid in the following ways or as provided in the statement of work :

- Inter-company training services delivered in premises made available by Cegid, and given to a group of participants from several different companies.

- Intra-company training services delivered on the Client's premises and given to one participant or a group of participants from the same company (up to a maximum of 8 participants).

- Distance learning Services: refers to web-based training or e-learning. Web-based training refers to a training service provided live by the trainer and in interaction with the participant(s) through a web interface: WebEx, Teams, etc., commonly known as "virtual classrooms". E-learning refers to online training without direct interaction between the trainer and the participant(s).

The training assessment procedures are specified in the training programme attached to the Training Agreement signed jointly by Cegid and the Client.

At the end of the training course, Cegid will issue the Client with a certificate of completion and the participants with individual certificates of completion of training.

Arrangements for the payment of costs.

- Inter-company training services: the Client remains liable for its own meal and travel expenses.

- In-company training services: the trainer's meal and travel expenses will be invoiced to the Client on a flat-rate basis according to the conditions specified in the "Daily fee on expenses" section in the "Order Form" section.

- Distance learning services: the Client must have a working telephone and internet connection. The implementation of these Technical Requirements will remain the responsibility of the Client.

Reimbursement of Training Services by a payment agency. If the cost of the Training Services is covered by a payment agency, this are invoiced directly by Cegid to the Client and payable by the Client in accordance with the stipulations of the "Terms of Payment" article. The creation and follow-up of any account with a payment agency, and any requests for reimbursement from the paying organisation for Training Services paid to Cegid, are the responsibility of the Client and are the sole responsibility of the Client.

4.3. Cancellation and/or postponement of Implementation Services

- Cancellation and/or postponement of an ImplementationService by the Client: If wishing to modify or cancel a planned date for the performance of an Implementation Service, the Client must notify Cegid by e-mail, sent at least eight (8) working days before the date on which the Implementation Service is to be delivered.

  o In the event of a cancellation or postponement occurring less than forty-eight (48) hours before the scheduled date of the Implementation Service, a fixed cancellation fee of one hundred (100) % of the price of the Implementation Service may be claimed from the Client.

  o In the event of a cancellation or postponement issued between forty-eight (48) hours and eight (8) working days prior to the scheduled date of the Implementation Service, a cancellation fee of fifty (50) % of the price of the Implementation Service may be claimed from the Client.

  o If, in the absence of cancellation or postponement of a planned date for the delivery of an ImplementationService, the Client is not present at the Implementation Service, insofar as its presence is required, a fixed compensation for absence equal to one hundred percent (100%) of the price of the Implementation Service may be claimed from the Client.

- Postponement of an Implementation Service by Cegid:
  o An inter-company course may be postponed if the number of participants is insufficient.
  o An Implementation Service may be postponed in the event of the unavailability of the trainer/consultant or the means of transport initially planned (strikes, bad weather). The Client will be informed as soon as possible after this information comes to light.

4.4. Before it can be implemented by Cegid and if applicable, any interface and/or data recovery setup service must first be the subject of a technical feasibility study based on the information to be provided by the Client and a costing of the days required in the form of an estimate accepted by the Client and Cegid.

4.5. The Client shall take all necessary measures to protect its computer equipment, in particular with regard to protection against viruses, worms and other hostile intrusion mechanisms. In addition, the Client undertakes to give Cegid unrestricted access to all information deemed necessary by Cegid to provide the Implementation Services.

4.6. Other than in cases where the Client informs Cegid, with supporting evidence, of a non-conformity of the Implementation Services against the Order Form or the online order in the comments section of the paper or digital version of the document provided by Cegid, the Client is deemed to have irrevocably accepted the Implementation Service without reservation as soon as the paper or digital version of the document provided by Cegid is signed. If the Client fails to sign the paper or digital version of the document provided by Cegid, and if the Client does not inform Cegid in writing of any non-conformity of the Implementation Services with the Order Form or the online order within forty-eight (48) hours from the date of delivery of the Implementation Service, the Client is deemed to have irrevocably accepted the Implementation Service without reservation. In the event of a refusal to deliver that is not expressed in the required form and timeframe and/or is not supported with evidence, Cegid shall be entitled to claim the full amount of the order from the Client.

4.7. Cegid does not warrant the ability of the Implementation Services to achieve the objectives or results that the Client has set for itself and/or to carry out specific tasks that prompted its decision to enter into this Contract but which it has not previously set out in full in writing and which have not been expressly approved by Cegid under the conditions defined in the Introduction.

4.8. Cegid reserves the right to invoice the Client for the time spent investigating the causes of incidents if the incident encountered by the Client was not caused by a setup service or goods delivery provided by Cegid under the terms of these Conditions.

ARTICLE 5.   INTELLECTUAL PROPERTY

5.1.   Intellectual Property regarding the results of the Implementation Services

Each Party retains ownership of the intellectual property rights belonging to it prior to the Effective Date of the Contract.

Cegid is the owner of the deliverables resulting from the Implementation Services, such as configurations, interfaces and documents, studies, products and data produced or supplied by Cegid in connection with the Contract (hereinafter the "Results"). All rights relating to the Results are and remain vested in Cegid, as this Contract does not transfer any property rights to the Client or create any co-ownership between the Client and Cegid over the Results.

Cegid grants the Client a personal, non-exclusive, non-transferable and non-transferable right of use of the Results for the use of the Software Packages under the conditions and within the limits set out in the General Terms and Conditions of Licence and Associated Services or a personal, non-exclusive, non-transferable and non-transferable right of access to the Results for the use of the SaaS Service under the conditions and within the limits set out in the separate General Terms and Conditions of Use for the SaaS Service.

Consequently, the Client is prohibited from making the Results available to third parties, directly or indirectly, in return for payment or free of charge, in any form whatsoever and for any reason whatsoever.

5.2.   Intellectual property regarding the content of the Training Implementation Services

The content of the Training Implementation Services refers to all content created, published or made accessible on or via an e-learning platform by Cegid, such as training materials, audiovisual captures of classroom training, digital training content, all teaching activities (in the form of modules), data, text, images, whether animated or not, indicia, brands, logos, files and information of any kind of which Cegid is the publisher.

The content of the Training Implementation Services is owned by Cegid. All rights relating to the content of the Training Implementation Services are and remain the property of Cegid, and this Contract does not transfer any property rights to the Client or create any co-ownership between the Client and Cegid in respect of the content of the Training Implementation Services.

Cegid grants the Client a personal, non-exclusive, non-transferable right to use the content of the Training Implementation Services. In connection with this concession, the Client undertakes not to infringe in any way whatsoever, whether directly or indirectly, the property rights of Cegid or of Cegid's partners or third parties who

have granted Cegid a right of use over the content of the Training Implementation Services. Consequently, the Client shall refrain, in particular, from:

- Using or exploiting the content of the Training Implementation Services in a manner that is not in accordance with their purpose and the conditions set out in the Contract, including using them in a non-professional context;
- Removing any mention of copyright, trademarks or any other intellectual property rights that may appear in the content of the Training Implementation Services;
- Deactivating, circumventing or otherwise interfering with any technical protection measures that may be used to protect the content of the Training Implementation Services and refraining from any attempt of a similar nature;
- Making any copy, backup, reproduction or representation, in whole or in part, of the content of the Training Implementation Services in any form whatsoever;
- Performing any translation, adaptation, arrangement or modification of the content of the Training Implementation Services ;
- Making available to third parties, directly or indirectly, for any reason whatsoever, disseminating, sending, distributing or commercially exploiting the content of the Training Implementation Services, by any means whatsoever and for any reason whatsoever, except with the prior, express and written authorisation of Cegid;
- Disclosing the content of the Training Implementation Services to any third party;
- Transferring, for whatever reason, its right to use the content of the Training Implementation Services.

The Client shall be responsible for the compliance of its staff with these provisions.

The Client is hereby informed that any use contrary to the rights granted to it will result in Cegid's immediate termination of the right to use the content of the Training Implementation Services in accordance with the laws in force, and in civil liability being incurred against it, in addition to the criminal liability for which it may also be held liable for copyright infringement. The Client shall in any event remain liable to Cegid for any breach of the foregoing commitments, whether caused by the Client or by its employees, service providers or any other person acting on its behalf. Cegid shall not be liable for any loss suffered by the Client as a result of the use of the content of the Training Implementation Services in a way not covered by the provisions of the Contract.

In general, the Client undertakes to inform Cegid of any unauthorised use of the content of the Training Implementation Services of which it is aware.

5.3. *Know-how of each Party*

Each Party remains the sole owner of the know-how it possesses independently of this Contract or which it acquires in the course of the fulfilment of this Contract, and therefore remains freely entitled to use it. Cegid shall therefore be freely entitled to perform similar implementation services on behalf of other Clients. Neither Party may claim any right to the know-how of the other Party.

ARTICLE 6. ANTI-FRAUD MEASURES

The Client guarantees that it will use the Services provided by Cegid in compliance with the applicable laws and regulations, in particular with regard to taxation. More specifically, in the event that Cegid is held jointly and severally liable by the tax authorities for the payment of tax reminders issued as a result of the Client's irregular use of the Services, the Client undertakes to compensate Cegid in full, i.e. up to the amount of the sums claimed by the authorities.

FINANCIAL PROVISIONS

ARTICLE 7. PRICES AND INVOICING METHODS

7.1. *Prices*

Prices are specified in the sections "Items Ordered" and "Order Form" or in the online order. All prices are listed exclusive of VAT, and other taxes, duties or setup services payable by the Client in application of the regulations

in force on the date of issue of Cegid's invoice, which will remain the exclusive responsibility of the Client. This price does not constitute a fixed-package fee.

7.2. Invoicing

The Implementation Services will be invoiced as soon as they are delivered or as provided under the statement of work. As the order is firm and definitive, Cegid reserves the right to invoice any day of Implementation Service ordered by the Client but not delivered by Cegid for reasons for which the Client is responsible, after a period of twelve (12) months. In addition, Cegid reserves the right to issue invoices electronically.

7.3. Price revision

The prices charged by Cegid may change over time. Consequently, the Client accepts that Implementation Services ordered but not yet delivered as of the date of a price revision by Cegid will be invoiced on the basis of the revised price. Such a revision may take place twice per calendar year and per item ordered, up to a maximum increase of eight (8) % over the calendar year.

ARTICLE 8. PAYMENT TERMS

8.1. Payment terms

As soon as the Contract is signed, the Client shall pay Cegid the total amount including VAT of the Implementation Services if this total amount is less than or equal to one thousand five hundred Euros excluding VAT (€1,500 excluding VAT). If the total amount of the items ordered is greater than one thousand five hundred Euros excluding tax (€1,500 excluding tax), the Client shall pay to Cegid, upon signature of the Contract, by direct debit or bank transfer, a minimum deposit of thirty (30) % of the total amount excluding tax of the items ordered, this deposit not being less than one thousand five hundred Euros excluding tax (€1,500 excl. tax). For online orders, no deposit will be paid by the Client.

Unless they have been paid by the Client at the time of ordering in accordance with the above, Cegid's invoices will be paid by the Client without discount at thirty (30) days from the date of issue of the invoice by direct debit or by bank transfer. For online orders, Cegid's invoices will be paid by the Client in cash without discount by credit card or without discount at thirty (30) days from the date of issue of the invoice by direct debit or by bank transfer. As an exception, for online orders, for Clients who are placing their first order, Cegid's invoices will be paid by the Client in cash without discount by bank card.

If the Client pays its invoices by direct debit, it undertakes to provide its bank details (IBAN and BIC) and to complete the SEPA Mandate in paper or electronic form. As from the implementation of the SEPA Mandate and in the event that the Client signs several successive Contracts and chooses to pay the sums due to Cegid by direct debit each time, it accepts that each of these contracts is governed by a single common direct debit authorisation, the amount of which varies, as a result, according to the additions and deletions of contracts over time.

8.2. Client's own use

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.

8.3. Payment default

In the event that the Client fails to pay the price agreed between the Parties, and without prejudice to any other recourse that Cegid may take against the Client to obtain compensation for the loss suffered as a result of this failure, Cegid reserves the right, fifteen (15) days after sending a formal notice to pay, in the form of a registered letter, which has remained partially or totally ineffective, to immediately suspend the fulfilment of the

Implementation Services and any service in progress until the sums due have been paid in full and/or to terminate the current Contract, ipso jure, in accordance with the "Termination for Default" article, without the need for a new formal notice.

In addition, Cegid will charge interest for late payment in accordance with the legal provisions in force, without the need for any reminder or prior notice of default . This interest will be calculated, per day of delay, from the first day of delay until the day of full payment by the Client of all sums due to Cegid. In application of article L441-10 of the French Commercial Code, the Client shall also be liable ipso jure to pay a fixed indemnity of forty (40) euros (€) for the collection costs incurred by Cegid. In addition, Cegid will charge a fixed indemnity equal to ten (10) % of the sums due; this indemnity may not be less than one hundred (100) euros (€). These indemnities will not be charged in the event that the Client provides evidence that it is subject to receivership or judicial liquidation proceedings.

In addition, the Client's failure to pay an invoice that has reached its due date will allow Cegid to require payment of all other invoices, including those that have not passed their due date.

All outstanding costs following a bank rejection of a payment by the Client will remain the financial responsibility of the Client.

8.4. General points

In the event of a change of payment method during the fulfilment of the Contract, the Client will be charged an administration fee of one hundred (100) euros (€). For each payment by cheque, the Client will be charged an administration fee of one hundred (100) euros (€).

Cegid reserves the right to decide how partial payments made by the Client are to be deducted from the sums due to Cegid.

The Client shall refrain from offsetting any sums that may be owed to it by Cegid under the terms of the Contract, or any other contract that may exist between the Parties, without Cegid's prior written agreement.

GENERAL PROVISIONS

ARTICLE 9. CUSTOMER DATA AND SECURITY

Provisions relating to the protection and security of Personal Data are described in the Appendix "Personal Data Protection Policy". It is the Client's responsibility to take all necessary precautions to guarantee the security, confidentiality and integrity of any Client Data that it may process directly or indirectly in connection with the use of the Software, Third-Party Software, Service in SaaS mode or any other Third-Party Software during the delivery of the Implementation Services and, specifically, to ensure that all necessary measures for the backup and reconstitution of its Client Data have been taken in a timely manner. In this respect (and if applicable), the Client is solely responsible for safeguarding the Client Data that it processes or stores and acknowledges that it is its responsibility to:

- make backups of its data during all the phases of the project at a regular rate appropriate to its business activity,
- regularly verify the content of the backups made.

Prior to any intervention by Cegid, the Client undertakes to make a backup of all its Client Data. Similarly, the Client must take all necessary measures to protect its information system, in particular with regard to protection against viruses, worms and other hostile intrusion mechanisms. No restoration or reconstitution of lost or damaged Client Data, programs or files is covered by this Contract.

The Client's Subsidiaries may benefit from the Implementation Services provided by Cegid to the Client under this Contract under the same terms and conditions as the Client. The Client undertakes to inform any of its Subsidiaries wishing to benefit from the Implementation Services of the content of this Contract that applies to them. The Client shall ensure that the Subsidiaries comply with all of its obligations under the Contract. The Client shall guarantee that the Subsidiaries comply with the provisions of the Contract and will be held responsible in the event of a breach by any of its Subsidiaries. In the event of non-compliance with any of the provisions of the Contract by any of the Client's Subsidiaries, Cegid may apply directly to the Client to obtain redress without the need for prior formal notice from the Subsidiary concerned.

If, after the Effective Date of the Contract, a Subsidiary no longer satisfies the definition of Subsidiary set forth above, such company shall immediately and automatically lose its right to receive the Implementation Services under this Contract.

ARTICLE 10. COOPERATION

The proper fulfilment of the Contract and the proper fulfilment of the Implementation Services require active, permanent cooperation in good faith between the Parties. For this reason, each of the Parties undertakes to:

- play an active part in fulfilling its obligations;
- refrain from any behaviour that may affect and/or hinder the fulfilment of the obligations of the other Party;
- provide the other with all information and documents necessary for the fulfilment of the Contract, within a sufficient period of time that is compatible with the proper observance of the deadlines agreed between the Parties;
- alert the other as soon as possible in the event of a problem and work together to implement the best possible solution as soon as possible.

The Parties shall meet as often as necessary to ensure that the Contract is progressing properly, and in particular to check that the Implementation Services are being fulfilled properly.

It is the Client's responsibility to provide Cegid with all the information concerning it that is necessary for the fulfilment of the planned Implementation Services and to inform Cegid of any difficulties that it may have knowledge of or that its knowledge of its field of activity allows it to foresee, as and when the Implementation Services are performed.

Furthermore, the Client undertakes to maintain sufficiently competent, qualified and trained personnel throughout the fulfilment of this Contract.

ARTICLE 11. LIABILITY – INSURANCE

11.1. LIABILITY

For the fulfilment of all its obligations, and taking into account the state of the art in its profession, Cegid – which undertakes to take all possible care in the fulfilment of its obligations – is subject to a "best efforts" obligation.

Cegid's liability may only be sought for compensation for direct and foreseeable damage resulting from a breach of its contractual obligations; this does not include damage not exclusively linked to the poor fulfilment or non-fulfilment of this contract. By express agreement between the Parties, the following constitute indirect damage for which Cegid may not be held liable: operating loss, loss of profit or any other financial loss resulting from the use or inability to use the Software, Third-Party Software or Service in SaaS mode by the Client or from a failure in the provision of the Implementation Services, reputational damage, or any loss or deterioration of information for which Cegid cannot be held liable. Any harm suffered by a third party is indirect harm, and therefore will not attract compensation.

In the event that Cegid is held liable as a result of the non-fulfilment or poor fulfilment of the Contract, or for any other reason of its own making, the amount of the global and cumulative compensation, all causes combined, principal, interest and costs, to which the Client may claim, will be limited to the direct and foreseeable loss suffered by the Client, without exceeding an amount equal to the sums paid by the Client to Cegid, in respect of the Implementation Services, over the last twelve (12) months preceding the loss, in return for the Implementation Service which is the cause of the liability claim against Cegid.

The Parties acknowledge that the Contract price reflects the allocation of risks arising from the Contract, as well as the economic balance intended by the Parties, and that the Contract would not have been concluded on these terms without the limitations of liability set out herein. The Parties expressly agree that the limitations of liability shall continue to apply even in the event of termination or cancellation of the Contract.

11.2. Insurance

Cegid undertakes to maintain professional liability insurance covering any damage that may occur in the fulfilment of the Contract.

ARTICLE 12. GUARANTEES PROVIDED BY THE CLIENT

The Client guarantees Cegid against any action by a third party resulting from the use by Cegid of any software package or Third-Party Software provided by the Client under the Contract. In this respect, the Client shall bear any costs, damages and interest that Cegid may be ordered to pay.

ARTICLE 13. TERMINATION FOR DEFAULT

Each of the Parties may terminate this Contract ipso jure in the event of a duly justified failure by the other Party to fulfil one of its essential obligations in such a way as to render the continuation of this Contract pointless or impossible, without prejudice to any damages and interest. The termination of this Contract shall take effect three (3) months after receipt by the defaulting Party of the registered letter with acknowledgement of receipt stating its default, unless the latter can provide evidence of the appropriate remedies already taken or to be taken to eliminate the default noted.

ARTICLE 14. FORCE MAJEURE

Neither Party may be held liable for any breach of its contractual obligations if it has been prevented from fulfilling its obligation by an event of force majeure as defined by Article 1218 of the Civil Code. It is expressly agreed between the Parties that the following events constitute force majeure within the meaning of this clause: a total or partial strike within or outside Cegid, impediments to means of transport for any reason whatsoever, the compulsory liquidation of any of its suppliers or subcontractors, preventions or disruptions to means of communication, telecommunication or postal services. In such cases, the Party invoking force majeure shall notify the other Party, by registered letter with acknowledgement of receipt, as soon as possible, of the occurrence of such an event and the need to extend the deadlines for the fulfilment of its obligations.

If the impediment is temporary, the fulfilment of the obligation shall be suspended until the Party invoking force majeure is no longer impeded by the force majeure event. The Party invoking force majeure shall keep the other Party informed, and undertakes to do its best to limit the duration of the suspension. In the event that the suspension continues beyond a period of three (3) months, each of the Parties shall have the option of terminating the Contract without compensation by notifying the other Party of its decision by registered letter with acknowledgement of receipt.

If the impediment is definitive, the contract shall be terminated ipso jure and the Parties shall be released from their obligations under the conditions provided for in Articles 1351 and 1351-1 of the Civil Code.

ARTICLE 15. CONFIDENTIALITY

All information, data (including Client Data), deliverables and/or know-how, whether or not covered by intellectual property laws, whatever their form and nature (commercial, industrial, technical, financial, etc.), shared by one Party (the "Holder") with the other Party (the "Recipient"), or of which they may become aware during the fulfilment of the Contract, including the terms of this Contract, shall be considered confidential (hereinafter the "Confidential Information").

Confidential Information shall not include information (i) which was in the possession of the Recipient prior to its disclosure by the Holder without such possession resulting directly or indirectly from the unauthorised disclosure of such information by a third party, (ii) which is in the public domain at the date of acceptance of the Contract or which would fall into the public domain after such date without the cause being attributable to the Recipient's failure to comply with its confidentiality obligations under the Contract, or (iii) which has been independently developed by the Recipient

The Recipient undertakes to use the Holder's Confidential Information only for the purposes of fulfilling this Contract, to protect the Holder's Confidential Information and not to disclose it to third parties other than its employees, partners, affiliates and subcontractors with a need to know for the fulfilment of this Contract without the prior written consent of the other Party. The Parties undertake to implement all necessary measures to ensure that their employees, partners, subsidiaries and subcontractors who have access to the Confidential

Information are informed of the confidential nature of the Confidential Information being shared, and comply with the obligations arising from this clause.

The Recipient may disclose the Holder's Confidential Information to a third party where such disclosure is strictly required by law or by a competent judicial or administrative authority, or is strictly necessary to defend the interests of either Party in a legal proceeding.

Any breach by the Company of the commitments made in this article would constitute a serious failure to meet its obligations. Such a breach would incur the Company's liability and would give rise to the right to compensation for the damage thus suffered by the Holder.

The Parties undertake to comply with the obligations resulting from this Article for the entire duration of the Contract and for five (5) years following the expiry or termination of the Contract.

In this respect, upon expiry or termination of this Contract, each Party shall either return to the other Party all documents containing confidential information, or ensure that the other Party destroys all confidential information in its possession. Under no circumstances may a copy of documents containing confidential information be retained by a Party unless the other Party gives its exceptional written consent.

ARTICLE 16. SUBCONTRACTING

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

The Parties agree that the provisions concerning subcontracting within the meaning of the Applicable Regulation are described in the Appendix "Personal Data Protection Policy".

ARTICLE 17. ASSIGNMENT AND TRANSFER

The Contract, as well as the rights or obligations that it provides for, may be transferred by the Client, whether in whole or in part, in return for payment or free of charge, subject to Cegid's prior written agreement. Cegid may freely and without formalities assign or transfer the Contract and the rights or obligations it provides for. Upon written notification of the transfer to the Client, Cegid will be released from its obligations under the Contract and may not be held jointly and severally liable for the fulfilment of the Contract by the transferee.

ARTICLE 18. NON-SOLICITATION OF PERSONNEL

During the term hereof and for two (2) years following its expiry, the Parties expressly waive the right to hire or employ, directly or indirectly through an intermediary, any employee of the other Party having participated in the fulfilment of the Contract, regardless of their specialisation.

Any breach of this obligation will result in the Client immediately paying Cegid compensation equal to the gross remuneration of the last eighteen (18) months of the person concerned, plus employer's contributions, without prejudice to any damages and interest.

ARTICLE 19. REGULATIONS

19.1. Social Regulations

Cegid undertakes to implement all the legal and regulatory provisions that it is responsible for complying with in terms of labour law and social legislation, and in particular to provide the Client, at its request, with any certificates that the latter may require.

If Cegid's employees are required to work at the Client's premises for the purposes of fulfilling the Contract, Cegid undertakes to comply with the health and safety rules in force at the Client's premises, which will have been shared by the Client with Cegid. In this respect, Cegid undertakes:

- to give all necessary instructions to its employees to enable them to comply with the health and safety regulations in force at the Client's premises, which Cegid will have informed the Client of;

- to take all appropriate steps to arrange for the medical surveillance of its employees, for which it shall itself be responsible.

The staff of Cegid shall in any event remain employees of the said company. They perform their duties under the direction, control and responsibility of Cegid, which is responsible for administrative, accounting and social management throughout the fulfilment of the Contract.

19.2. Compliance

The Client declares, in its own name and on behalf of any affiliated company within the meaning of Article L.233-3 of the Commercial Code or any person or entity acting on his behalf, that:

- It implements and complies with regulations in the countries where it operates or does business, in terms of ethics, anti-corruption and money laundering, including (but not limited to) the North American (FCPA), British (Bribery Act) and French (Sapin II Law) provisions;
- It is not on any United Nations, European Union or United States sanctions list;
- It does not carry out any activity, either directly or indirectly, in the following countries: North Korea, Cuba, Iran, Libya, Sudan, Syria.

The Client undertakes to inform Cegid of any breach of the above provisions without delay. In the event of the Client's failure to comply with this clause, Cegid reserves the right to terminate the contract ipso jure, in accordance with the article "Termination".

19.3. Exports

Under the Contract, the Client undertakes to comply strictly with all applicable export laws and regulations, in particular in France, the United Kingdom, the European Union and the United States.

ARTICLE 20. MISCELLANEOUS PROVISIONS

20.1. Independence of the Parties

Each of the Parties is a legally and financially independent legal entity, acting in its own name and under its own responsibility. The Contract does not constitute an association or a mandate given by either of the Parties to the other. Each Party shall therefore refrain from entering into any commitment in the name and on behalf of the other Party, for which it shall under no circumstances act as a substitute.

20.2. Entire Agreement

The Parties acknowledge that the Contract and all its appendices and/or amendments, as well as all other terms and conditions incorporated by reference herein, constitute the entire agreement between them relating to the subject matter of the Contract, and supersede all previous oral and/or written commitments between the Parties relating to the subject matter herein. The Contract shall prevail over any other document, including any General Terms and Conditions of Purchase of the Client. Unless expressly stated, the terms, conditions and obligations of this document shall prevail over any others.

20.3. Contractually Unforeseeable Circumstances

The Parties have assessed the risks associated with the fulfilment of the Contract, which they accept and assume, and therefore waive the right to renegotiate the terms of the Contract under any circumstances. It is therefore expressly agreed between the Parties that the application of Article 1195 of the French Civil Code is excluded.

20.4. Titles

Titles are intended only to facilitate the reading of the contractual documents. If the heading of a paragraph or clause in a contractual document impedes an understanding of the text, only the text of the paragraph or clause in question will be taken into account, and not its heading.

20.5. Nullity

If one or more non-substantial provisions of the Contract are held to be invalid or declared as such in application of a law or a regulation, or following a final decision of a competent court, the other provisions shall retain all their force and scope.

20.6. Non-waiver

The fact that either of the Parties does not rely on a breach by the other Party of any of the obligations referred to in the Contract shall not be interpreted for the future as a waiver of the obligation in question.

20.7. Commercial reference

The Client authorises Cegid to freely quote its name and to use and/or reproduce its logo and/or trademarks as a commercial reference in commercial documents and press announcements, in any form and on any medium whatsoever, as well as on documents used and/or produced by Cegid in connection with the Contract.

ARTICLE 21. APPLICABLE LAW AND COMPETENT COURTS

THIS CONTRACT IS GOVERNED BY FRENCH LAW IN BOTH FORM AND SUBSTANCE.

IN THE ABSENCE OF AMICABLE RESOLUTION, THE PARTIES MAY BRING THEIR DISPUTE BEFORE THE COMPETENT COURTS OF LYON, TO WHICH THEY ATTRIBUTE EXCLUSIVE COMPETENCE, NOTWITHSTANDING GUARANTEE CLAIMS OR MULTIPLE DEFENDANTS, EVEN FOR EMERGENCY PROCEDURES AND PROTECTIVE MEASURES, ON APPEAL OR ON REQUEST.

ANNEX: "PERSONAL DATA PROTECTION POLICY"

The provisions of this Annex apply to the processing of Personal Data carried out under this Contract.

It is understood that this Annex supplements the provisions of the Contract.

1. Key concepts

1.1. By way of a reminder, within the meaning of the Applicable Regulations and in connection with the fulfilment of the Contract:

-the Client acts as a controller of Personal Data or, where applicable, as a data processor for its clients;

-Cegid acts as a data processor solely on behalf of, and on the documented and lawful instructions of, the Client.

1.2. The Parties acknowledge that the fulfilment of the purpose of the Contract, and (if the Contract relates to a SaaS solution) the use of the Service and its functionalities in accordance with its Documentation, constitute the documented instructions of the Client.

Any additional instructions from the Client must be in writing, specifying the purpose and the operation to be performed. The implementation of any additional instructions will be subject to the Client's acceptance of the corresponding quotation issued by Cegid if they exceed either Cegid's contractual obligations as a data processor, or the obligations imposed by the Applicable Regulations.

Cegid undertakes to inform the Client by any means within five (5) days of Cegid becoming aware of the instruction if, in its opinion, this instruction constitutes a violation of the Applicable Regulations. Cegid reserves the right not to implement instructions that contravene the Applicable Regulations.

1.3. It is understood that the Client has sole control and knowledge of the Personal Data processed during the fulfilment of the Contract, and in particular of its origin. The Client thus guarantees to comply with all the obligations incumbent on it in its capacity as data controller or, where applicable, as data processor.

1.4. Unless applicable law requires the retention of such Personal Data, Cegid will delete the Personal Data and any copies thereof at the end of the Service or setup service under the terms of the Contract.

1.5. Cegid may be required to transfer Personal Data for the strict purposes of fulfilling the Contract, subject to informing the Client in advance as described in Article 5 "Data Processing" of this Appendix. In all cases, Cegid shall refrain from transferring Personal Data without putting in place the appropriate tools to monitor such transfers in accordance with Article 46 of the GDPR, outside of:

- the European Union, or
- the European Economic Area, or
- countries recognised by the European Commission as having an adequate level of security.

1.6. Cegid declares that it keeps a register of processing operations as defined in Article 30.2. of the GDPR in its capacity as data processor.

2. Security of Personal Data

2.1. In application of Article 32.1 of the GDPR, the Client acknowledges that Cegid implements the appropriate technical and organisational measures in order to guarantee a level of security commensurate with the risks. The methods implemented by Cegid are listed in a dedicated document, the latest updated version of which is available to the Client on request.

In accordance with the Applicable Regulations, the Client undertakes to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks.

2.2. If the Contract relates to a SaaS solution, it is understood that Cegid is responsible for the security of the Service only in respect of those aspects that are within its control. Thus, the Client remains responsible for the security and confidentiality of its systems and its policy for accessing the Service. It is the responsibility of the Client to ensure that the usage purposes and configuration choices of the Service at its disposal meet the requirements of the Applicable Regulations. It is understood that Cegid is under no obligation to protect personal data that is stored or transferred outside the Service by the Client or by Cegid on the Client's instructions and outside of that which is required for the strict fulfilment of the Service.

2.3. Cegid will ensure that its personnel authorised to process Personal Data undertake to respect the confidentiality of such data.

3. Cooperation with the Client

3.1. Cegid undertakes to inform the Client as soon as possible after receipt of any request, query or complaint made by any individual concerned by the processing of their Personal Data carried out within the framework of the Contract.

In its capacity as data controller, the Client remains responsible for the response to be given to the natural persons concerned, and Cegid undertakes not to respond to such requests. However, given the nature of the processing of Personal Data, Cegid undertakes, by means of appropriate technical and organisational measures and to the fullest extent possible, to assist the Client in fulfilling its obligation to respond to such requests.

3.2. Upon written request from the Client, Cegid shall provide the Client, at the latter's expense if this request exceeds Cegid's contractual obligations as a data processor or those imposed by the Applicable Regulations, with any useful information in its possession in order to help it meet the requirements of the Applicable Regulations which are incumbent on the Client in its capacity as a data controller, regarding impact analyses relating to the protection of Personal Data carried out by and under the sole responsibility of the Client, as well as any advance consultations with the CNIL (French Data Protection Authority) which may result from this.

4. Notification of Personal Data breach

4.1. Cegid shall notify the Client as soon as possible after becoming aware of any breach of security of Personal Data resulting in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

4.2. Cegid shall, wherever possible, provide the Client with the following information as soon as possible after the notification of the breach of security of Personal Data:

- the nature of the breach;
- the categories and approximate number of persons affected by the breach;
- the categories and approximate number of personal data records concerned;
- a description of the likely consequences of the personal data breach;
- a description of 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. Data sub-processors

5.1. The Client authorises Cegid to use data sub-processors to carry out the Personal Data processing activities on behalf of the Client that are strictly necessary for the fulfilment of the Contract.

5.2. Cegid undertakes to use data sub-processors who provide sufficient guarantees as to the implementation of appropriate technical and organisational measures in order to meet the requirements of the Applicable Regulations.

5.3. Cegid undertakes to contractually impose on its data sub-processors a level of obligation that is at least as high as that set out in this Contract and by the Applicable Regulations in terms of the protection of Personal Data. Cegid remains responsible to the Client for the fulfilment of its obligations by the said data sub-processor.

5.4. Cegid undertakes to use only data sub-processors that:

- are established in a country of the European Union or the European Economic Area, or
- are established in a country with a sufficient level of protection by decision of the European Commission with regard to the Applicable Regulations, or
- have appropriate safeguards in accordance with Article 46 of the GDPR.

5.5. A list of Cegid's data sub-processors will be provided upon written request by the Client. Cegid undertakes to inform the Client of any subsequent addition or replacement of data sub-processors as soon as possible.

The Client may state any objections in writing within ten (10) working days of receiving the information. The Client acknowledges and accepts that the absence of any objection within this period shall be deemed to constitute its acceptance of the data sub-processor.

In the event of an objection, Cegid is entitled to respond to the Client to provide information that will remove the objection. If the Client maintains its objections, the Parties undertake to meet and discuss the continuation of their relationship in good faith.

6. Compliance and audit

Cegid shall make available to the Client, by e-mail and at the Client's request, any document necessary to demonstrate compliance with Cegid's obligations as a data processor under the Contract. Any other paid method of transmission of these documents requested by the Client shall be at the Client's expense.

The Client may request additional explanations from Cegid if the documents provided do not enable it to verify compliance with Cegid's obligations as a data processor under the Contract. The Client shall then submit a written request to Cegid, by registered letter with acknowledgement of receipt, supporting and documenting its request for further explanation. Cegid undertakes to provide a response to the Client as soon as possible.

If, despite Cegid's response, the Client questions the veracity or completeness of the information provided, the Client may conduct an on-site audit subject to the following conditions:

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

(ii) Cegid undertakes to provide a response to the Client within thirty (30) days of receipt of the request, specifying the scope and fulfilment conditions for the on-site audit. The verifications carried out under this audit may take place on Cegid's premises where the IT resources of the infrastructure enabling the Service and/or the setup services to be operated as a data processor are installed, provided that these verifications do not have the effect of disrupting the operation of the Service and/or the progress of the setup services. The duration of the audit must not exceed two (2) working days, which will be invoiced by Cegid to the Client at the rates in force at the time the audit is carried out. In the event that another audit is scheduled on the date set by the Client, Cegid may postpone the audit to a later date,no later than fifteen (15) working days from the date initially set.

The Parties agree that an audit shall not take place in June or December of each year;

(iii) This audit mission may be carried out by the Client's internal auditors or may be entrusted to any service provider of the Client's choice that is not a competitor of Cegid;

(iv) The auditors will be required to give a formal undertaking that they will not disclose any information obtained from Cegid, regardless of how it was acquired. The signature of the confidentiality agreement by the auditors must be obtained prior to the audit and forwarded to Cegid.

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 satisfactorily. It is understood that this audit shall not result in any disruption to the operation of the Service.

The audit report will be made available to Cegid by the auditors before it is finalised, so that Cegid can make any observations, and the final report must take account of and respond to these observations. The audit report will then be sent to the Client and discussed at a meeting between the Parties.

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

Should the final audit report reveal breaches of the commitments made as part of the fulfilment of the Service, Cegid must propose a corrective action plan within a maximum of twenty (20) working days from the date of the meeting between the Parties.

It is understood that for the purposes of this clause, a working day means a day between Monday and Friday which is not a public holiday in mainland France.

In the absence of a change in circumstances and an event justifying the implementation of an audit within a shorter period of time, such as a request from a supervisory authority, audits may only be carried out by the Client once during the initial period of the Contract and then once every three (3) years.

7. Description of processing operations

The nature of the operations carried out on the Personal Data, the purpose(s) of the processing, the Personal Data processed, the categories of persons concerned and the duration of the processing are described in a specific document available on request from the Client or, where applicable, via the online client portal.

This description covers the standard operation of the Service. It is the responsibility of the Client, as the data controller, to check whether this description corresponds to the purposes and processing actually carried out and the personal data actually processed.