

GENERAL TERMS AND CONDITIONS FOR SUBSCRIPTION SERVICES

These General Terms and Conditions for Subscription services (together with the Terms of Service and Schedules hereto, the “**Agreement**”) govern Your use of the Services offered by Cegid Corporation (“**Cegid**”), as specified on an Order entered into between Cegid and the entity that you purport to represent (“**You**” or the “**Client**”), and Your use of any Services is conditioned on Your acceptance and compliance with this Agreement. By entering into this Agreement and using or receiving any Services, You represent and warrant that You have read this Agreement, that You are authorized to accept and agree to it, and You agree to be bound by it.

The Client is hereby informed that Cegid reserves the right to modify these General Terms and Conditions for Subscription services at any time. The Client is informed of the said modifications on the Cegid website at <https://www.cegid.com/global/terms-and-conditions/>, which it undertakes to refer to regularly. The Client may refuse these modifications within a period of two (2) months following the publication by Cegid of the modification by indicating its refusal by sending Cegid a registered letter with acknowledgement of receipt. Such a refusal will result in the loss of the right to access and use the Services within a period of fifteen (15) days following notification of the refusal, as well as the reimbursement by Cegid to the Client of the sums already paid by the latter for the Services which should have been provided after the termination. Continued use of the Services at the end of the aforementioned two (2) month period will constitute acceptance of the modification.

1. DEFINITIONS.

"Affiliate" means, with respect to a party, any entity which directly or indirectly Controls, is Controlled by or is under common Control with such party.

"Cegid Technology" means all hardware, software and other technology and intellectual property provided by Cegid or its suppliers and used in connection with providing the Services to You.

"Control" means ownership or control, directly or indirectly, of more than fifty percent (50%) of the voting interests of the subject entity.

"Client Contact" means Your internal resource who is knowledgeable about Your use of the Subscription Services and authorized by You to communicate with Cegid's support team.

"Client Data" means all data stored by Users in the Subscription Services.

"Content" means all Client Data, information and other content provided by You in connection with your use of the Services.

"Documentation" means the information provided by Cegid in the form of user documentation accompanying the Subscription Services, or which may be in the form of on-line assistance.

"Effective Date" means the effective date of the Agreement as indicated on the signature page of the Order Form. **"Emergency Maintenance"** means downtime of the Subscription Services, outside of the Maintenance Window, due to the application of urgent patches or fixes or other urgent maintenance.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Maintenance Window" means a window of time during which the Subscription Services may be down for maintenance, which window is set forth in the Terms of Service.

"Order" means a Cegid sales order executed by Cegid and You that is made pursuant to this Agreement.

"Services" means the Subscription Services including Support Services identified on an Order. The Service is intended for professional use.

"Professional Services" means the professional services for the Subscription Services (such as analysis, configuration, training, set up) as described in the Order to this Agreement.

“Subscription Services” means the standard, online application services provided by Cegid on a subscription basis and identified on an Order.

“Support Services” means the Subscription Services technical support and maintenance services as described in the Terms of Service.

“Taxes” means any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including VAT (subject to reverse charge), GST (subject to reverse charge), excise, sales, use or withholding taxes.

“Technical Prerequisites” means the latest version of the list of characteristics of the computer hardware and systems recommended by Cegid which You must implement and comply with to access and use the Service. The Technical Prerequisites are subject to change and the latest version is permanently available on the Cegid website (<https://www.cegid.com/global/terms-and-conditions/>) or at any other website address provided by Cegid. It is Your responsibility to upgrade its User Workstations in accordance with changes made to the Technical Prerequisites.

“Terms of Service” means the document setting out the specific provisions in terms of content, limitations, duration, Support, conditions of performance, and invoicing applicable to the Service and Support Service as appropriate. The Terms of Service are subject to updates and revisions made by Cegid from time to time as set forth in Section 3.1. The latest version of the Terms of Service is permanently available on the Cegid website <https://www.cegid.com/global/terms-and-conditions/> or at any other website address provided by Cegid. In any event, the provisions of the Terms of Service will prevail over the provisions of these General Terms and Conditions of Use for SaaS Services, unless otherwise expressly provided for in these General Terms and Conditions of Use for SaaS Services.

“Users” means named (by password or other user identification) individuals that are permitted to use the Subscription Services or for whom a profile or other record is created, processed and/or maintained using the Subscription Services. Users may only be Your employees, and Users may only use the Services in connection with Your products or services.

“User Workstations” means the computer equipment installed at Your sites allowing You to access the Subscription Services.

2. DELIVERY OF SUBSCRIPTION SERVICES.

2.1 Subscription Services. Cegid will provide You the Subscription Services set forth on each Order, and hereby grants You the right to use the Subscription Services in accordance with the terms and conditions of this Agreement and the provisions of the corresponding Terms of Service, which specify in particular the content, limitations, term, related procedures, and conditions for implementing Updates and Support.

2.2 Privacy and Security. Cegid is committed to protecting the personal information that Cegid receives from You. As further described in the Terms of Service, Cegid will employ commercially reasonable measures to protect Your information against unauthorized access, accidental loss or damage and unauthorized destruction.

2.3 Professional Services. Cegid may provide related Services under the terms of this Agreement, as agreed to in writing by the parties and specified on one or more separately executed Orders made subject to this Agreement. Any deliverables provided by Cegid in connection with such Services shall only be used in connection with Your authorized use of the Subscription Services. Unless otherwise expressly agreed in writing by the parties, such Services shall be provided on a time and materials basis at the daily rates specified in the Order.

The Client may also entrust integration or project management assistance services to a third party. In this case, the Client chooses this third party under its sole responsibility and may under no circumstances seek Cegid's liability in respect of the performance of this contract with this third party. Any non-performance, difficulty in performance, termination or nullity of the contract concluded with this third party will have no effect on the obligations committed to by the Client under the Agreement.

2.4 Suspension of Services. Cegid may suspend Services without liability if: (a) Cegid reasonably believes the Services are being used in violation of this Agreement; (b) You don't cooperate with our reasonable investigation of any suspected violation of this Agreement; (c) there is an attack on Your Subscription Services or Your Subscription Services are accessed or manipulated by a third party without Your consent; (d) Cegid is required by law, or a regulatory or government body to suspend your Services; or (e) there is another event for which we reasonably believe that the suspension of Services is necessary to protect Cegid's or its supplier's network or other customers. Cegid will use commercially reasonable efforts to give you advance notice of a suspension under this Section of at least eight (8) business hours unless we determine in our reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect us or our suppliers or customers from imminent and significant operational, legal, or security risk.

3. USE OF SUBSCRIPTION SERVICE RESTRICTIONS.

3.1 Acknowledgement. You acknowledge and agree that You have read the terms of this Agreement and that You have received, read and accepted the Terms of Service and Technical Prerequisites. You acknowledge Cegid may update, amend and modify the Terms of Service and/or Technical Prerequisites from time to time.

3.2 Your Obligations. You are responsible for all activities conducted under Your User logins and for Your Users' compliance with this Agreement. You shall be responsible for the content of all Client Data. You and Your Users shall use the Subscription Service solely for Your internal business purposes, in compliance with applicable law, and shall not: (a) resell, sublicense, lease, time-share or otherwise make the Subscription Service available to any third party; (b) send through or store infringing or unlawful material in the Subscription Service; (c) send through or store Malicious Code in the Subscription Service; (d) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Subscription Service or the data contained therein; (e) modify, copy or create derivative works based on the Subscription Service; (f) reverse engineer the Subscription Service; (g) access the Subscription Service for the purpose of building a competitive product or service or copying its features or user interface; (h) use the Subscription Service, or permit it to be used, for purposes of product evaluation, benchmarking or other comparative analysis intended for publication without Cegid's prior written consent; or (i) permit access to the Subscription Service by a direct competitor of Cegid.

3.3 Cooperation. You shall actively and regularly cooperate with Cegid in Cegid's performance of the Services. You shall provide Cegid with all information necessary for Cegid to perform Professional Services and notify Cegid about all difficulties of which You know or should know regarding Your domain of activity, and as the Professional Services are performed. You shall ensure Users are sufficiently competent, qualified and trained.

3.4 Security. You are responsible for: (a) setting up all useful processes and measures to protect Your materials, software packages, software, passwords, and to protect Yourself and Your systems against any virus and intrusions; (b) complying with the Technical Prerequisites, as may be updated from time to time; (c) providing Internet access to the Subscription Service and all other telecommunications support, including linking of Your remote network, wide area network infrastructure and local area network to the Subscription Service; and (d) errors committed by Your personnel during the use of the Subscription Service or procedures that allow You to connect to the Subscription Service and to perform processing using the Subscription Service.

3.5 Malicious Code. You shall employ all commercially reasonable measures to ensure that all communications with or to the Subscription Service, including Client Data uploaded by Users, shall be free of Malicious Code and all software, systems, or hardware used by You in connection with its use of the Subscription Service shall be free of Malicious Code. Cegid shall employ commercially reasonable measures to ensure the Subscription Service will not contain or transmit to You any Malicious Code (except for Malicious Code that may be uploaded by Users).

4. INTELLECTUAL PROPERTY. Cegid owns all applicable intellectual property rights relating to the Service or represents, when a third party owns the intellectual property, that it has obtained from this third party the right to market or distribute the Service. Except for the rights expressly granted herein: (i) this Agreement does not grant to Cegid any rights in Your Content, and all right, title and interest in and to Content will remain solely with You; and (ii) this Agreement does not grant You any rights in any Cegid Technology, or any other Services delivered to You by Cegid under this Agreement or any Order, and all right, title and interest in and to Cegid Technology and the Services will remain solely with Cegid. Cegid and You each agree not to derive, or attempt to derive, directly or indirectly, source code or other trade secrets from the other party, except and only to the extent expressly permitted by, and in accordance with, applicable law. You hereby grant to Cegid the right to use the Content, solely as reasonably necessary to provide the Services. If You provide Cegid with any suggestions, enhancement requests, recommendations or other feedback regarding the Services, You also grant to Cegid a perpetual, irrevocable, worldwide, royalty-free, fully paid up, transferable and sub-licensable license to use and to incorporate Your feedback into the Services.

5. TERM, FEES, PAYMENTS, & TAXES.

5.1 Term. The initial subscription term for the Subscription Services will be specified on an Order (the "Initial Term"). The Subscription Services will renew automatically for additional renewal subscription terms ("Extended Term"), each of successive twelve-month periods, unless You notify Cegid in writing at least ninety (90) days prior to the end of the then-current subscription term that You elect to discontinue such Subscription Services.

5.2 Fees. You will pay Cegid the fees and charges set forth on the Orders. If Cegid provides Professional Services to You, the Professional Services shall be provided by Cegid pursuant to a statement of work, which if applicable, shall be fully incorporated herein by

reference. Cegid reserves the right to invoice any day of Professional Services ordered but not consumed by You within twelve (12) months from the date of signature of the relevant Order if the Professional Services are delayed by reason of circumstances for which You are responsible. Additional Users and other items procured during a term will co-terminate with and be prorated through the then current end date. Fees for the Services on all subsequent Order forms and renewals shall be set at then current Cegid pricing, unless otherwise agreed to by the parties. All purchases of User subscriptions for the Subscription Service are non-cancelable and all fees are non-refundable.

5.3 Indexation.

a- Index

Every year, on its anniversary date, the Agreement prices are automatically revised by applying the latest US CPI known on the indexation implementation date. This revision will take place for the first time on January, 1st of the year following the date of signature of the Agreement, in proportion to the period elapsed between the date of signature of the Agreement and the revision date. The new price will be calculated according to the following formula: **Price = P0 x (index 2 / index 1)**

Where:

- **Price** = revised price;
- **P0** = original price or, if applicable, the last revised price;
- **index 1** = US CPI reference index before the price revision;
- **index 2** = latest US CPI published at the date of the price revision.

In case the US CPI is not available, it shall be replaced by the closest index.

b- Terms of application

Notwithstanding the foregoing, the increase in P0 may in no case be less than three (3) per cent per year.

The provisions of this article are cumulative with those of the article "Regularisation".

5.4 Invoicing. Except as otherwise specified in the Terms of Service Cegid shall invoice Subscription Services fees (a) annually in advance if the Subscription Service is provided in the form of a subscription, or (b) annually in arrears if the Subscription Service is provided in the form of consumptions; beginning on the date of provision of the access code for the Subscription Services to You. Cegid shall invoice Professional Services fees as soon as they are delivered. As the order of Professional Services is firm and definitive, Cegid reserves the right to invoice any day of Professional Services ordered by You but not delivered by Cegid for reasons for which You are responsible, after a period of twelve (12) months.

5.5 Payments. All amounts are due within thirty (30) days of Your receipt of the applicable invoice (excluding amounts under reasonable and good faith dispute), by direct debit for Subscription Services fees. If any amounts are withheld by You, You shall, within fifteen (15) days from receipt of invoice ("Dispute Period"), provide Cegid a reasonably detailed written explanation of the nature of the dispute, which explanation shall set forth the dollar amounts withheld and the reasons for withholding such amounts. If You don't dispute the applicable invoice during the Dispute Period, any such dispute shall be deemed waived. For clarity, You remain obligated to pay Cegid for all portions of the applicable invoice that

are not under reasonable and good faith dispute. Overdue amounts are subject to interest at one and a half percent (1.5%) per month, or the maximum rate permitted by law, whichever is lower, and may result in suspension of Your ability to access the Subscription Service until payment is made. You shall reimburse Cegid for all reasonable, actual costs (including reasonable attorneys' fees) incurred by Cegid in the collection of overdue amounts.

5.6 Taxes. You will reimburse Cegid for all sales, use, excise, and property taxes, value-added tax (VAT), goods and services tax (GST), or other taxes, levies, duties, or withholdings Cegid is required to collect or remit to applicable tax authorities (except for any taxes based on Cegid's net income). If You are required by any applicable law to deduct or withhold amounts otherwise payable to Cegid hereunder, You will pay the required amount to the relevant governmental authority, provide Cegid with an official receipt or certified copy or other documentation acceptable to Cegid evidencing the payment, and pay to Cegid, in addition to the payment to which Cegid is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by Cegid free and clear of all taxes equals the full amount Cegid would have received had no such deduction or withholding been required.

5.7 Reimbursable Expenses. You shall reimburse Cegid for all reasonable, pre-approved (by You in writing) and appropriately documented travel and related expenses incurred by Cegid in performing support, training or configuration services for You.

6. CEGID REPRESENTATIONS WARRANTIES

6.1 Cegid Representations and Warranties. Cegid represents and warrants that (a) it has the legal right and authority to enter into this Agreement and perform its obligations hereunder, (b) it will provide the Subscription Services in accordance with its Documentation and the provisions of the Terms of Service; and (c) Cegid will make commercially reasonable efforts to prevent the transmission of any virus, worm, Trojan horse, time bomb, or other malicious or harmful code by the Subscription Services.

6.2 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION OF YOUR REQUIREMENTS, TITLE, AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. CEGID DOES NOT WARRANT THAT THE SERVICES WILL MEET ALL OF THE REQUIREMENTS OF YOU OR TO PERFORM PARTICULAR TASKS THAT MOTIVATED YOU TO PROCURE THE SERVICES. CEGID MAKES NO REPRESENTATION OR WARRANTY WITH REGARD TO ANY THIRD PARTY PRODUCT OR SERVICE. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7. ALL SERVICES ARE PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE". CEGID DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR COMPLETELY SECURE.

7.3 CEGID'S LIABILITY REGARDING CLIENT DATA. CEGID WILL HAVE NO LIABILITY FOR YOUR USE OF CLIENT DATA OR REPORTS MADE AVAILABLE THROUGH THE SUBSCRIPTION SERVICE OR FOR CEGID'S USE OF CLIENT DATA OR OTHER

INFORMATION PROVIDED BY YOU OR YOUR USERS IN CONNECTION WITH THE SERVICE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT CEGID HAS NO OBLIGATION TO REVIEW, APPROVE, EDIT, OR OTHERWISE CONFIRM THE ACCURACY OR VALIDITY OF ANY CLIENT DATA. CEGID ASSUMES NO LIABILITY WITH RESPECT TO THE ACCURACY OR VALIDITY OF ANY CLIENT DATA OR ANY OTHER DATA PROVIDED BY YOU OR YOUR USERS IN CONNECTION WITH THE SERVICES. CEGID HEREBY DISCLAIMS, AND WILL NOT BE LIABLE FOR, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR USE OF, OR DISCLOSURE OF CLIENT DATA THAT IS NOT DUE TO A BREACH OF ANY PROVISION OF THIS AGREEMENT BY CEGID.

7.4 CLIENT DATA. CEGID SHALL NOT BE LIABLE FOR THE NATURE, INFORMATION CONTENT OR CLIENT DATA OR THE OPERATION THAT RESULTS THEREFROM. CEGID SHALL NOT BE LIABLE FOR THE QUALITY AND TRANSMISSION OF THE CLIENT DATA WHEN IT TRANSITS VIA TELECOMMUNICATIONS NETWORKS AND MORE GENERALLY, THE QUALITY AND RELIABILITY OF THE TELECOMMUNICATIONS LINKS BETWEEN THE CLIENT WORKSTATIONS AND THE SUBSCRIPTION SERVICE. You are responsible for understanding the regulatory requirements applicable to Your business and for using the Subscription Services in a manner that complies with the applicable requirements.

7.5 You have sole responsibility, and Cegid disclaims responsibility, for compliance with laws and industry standards relating to the privacy and security of financial and personally identifiable data of Your customers such as the Payment Card Industry Data Security Standard (PCI-DSS) and the Europay, MasterCard and Visa (“EMV”) requirements.

8. YOUR OBLIGATIONS

8.1 Your Representations and Warranties. You represent and warrant that (a) You have the legal right and authority, and will continue to own or maintain the legal right and authority, during the term of this Agreement, to place and use any Content as contemplated under this Agreement; and (b) Your performance of Your obligations and all use of the Services by You and Your Users, will not violate any applicable laws, regulations, or the prohibitions in Sections 6.2 and 6.4, or cause a breach of any of Your agreements with any third parties or unreasonably interfere with other Cegid customers’ use of Cegid services.

8.2 Compliance. The Client declares, in its own name and in the name of any person or entity acting on its behalf:

- That it applies and complies with the law applicable in the countries where it operates or does business, in terms of ethics, anti-corruption and money laundering, and in particular (without this list being exhaustive) the North American (FCPA), British (Bribery Act) and French (Sapin II Law) provisions;

- That it is not on any sanctions list of the United Nations, the European Union or the United States;

- That it undertakes to comply with all applicable laws and regulations relating to economic sanctions, including those imposed by the European Union, the United States, France and other competent authorities;
- That no product, software, technology or service provided by Cegid will be used, directly or indirectly, in violation of sanctions regimes or export controls, including by or for the benefit of persons listed by such authorities or owned or controlled by such persons;
- That no product, software, technology or service supplied by Cegid will be used, directly or indirectly, for transactions involving countries under sanctions, in particular Belarus, Cuba, North Korea, Iran, the occupied regions of Ukraine (in particular Crimea, the Oblasts of Lougansk and Donetsk), Russia, Syria, Libya, Sudan and Venezuela.

The Client undertakes to inform Cegid immediately of any use that contravenes this undertaking. In the event of a breach or suspected breach by the Client of this clause, Cegid reserves the right to terminate the contract by operation of law, in accordance with the article "Termination".

8.3 Content. You acknowledge that You are responsible for all Content, and that Cegid exercises no control whatsoever over the content of the information passing through Your site(s), and that it is Your sole responsibility to ensure that the information that You and Your Users transmit and receive complies with all applicable laws, rules and regulations, including without limitation all legal requirements regarding privacy, security, and the collection, use, transmission and retention of data within or between any jurisdiction(s). For the avoidance of doubt, You have the right to retrieve Your Content following termination of this Agreement, pursuant to the provisions of Section 13.3 (a).

8.4 Restricted Use. Except as expressly permitted on an Order, You may not sell, rent or lease the Services provided hereunder to others, in any way whatsoever, including without limitation, using the Services for the purpose of operating a service bureau or application service provider, or other revenue generating activities.

9. CONFIDENTIALITY.

9.1 Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated or identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including, but not limited to, the terms and conditions of this Agreement (including pricing and other terms reflected in Orders hereunder), the Client Data, the Services, business and marketing plans, technology and technical information, product designs, trade secrets and business processes. Confidential Information (except for Client Data) shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (b) was known to Receiving Party prior to its disclosure by Disclosing Party without restriction on use or disclosure; (c) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (d) is rightfully received from a third party without restriction on use or disclosure.

- 9.2 Non-Disclosure.** Receiving Party shall not use or disclose any Confidential Information of Disclosing Party other than to exercise its rights and/or perform its obligations under this Agreement, except with Disclosing Party's prior written consent or as otherwise required by law or legal process. Notwithstanding the foregoing, each party may disclose the Confidential Information of the other party to its employees, consultants, subcontractors, Affiliates or other agents who have a bona fide need to know such Confidential Information; provided, that each such employee, consultant, subcontractor, Affiliate or agent is bound by confidentiality obligations at least as protective as those set forth herein. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any actual or reasonably suspected breach of confidentiality of Disclosing Party's Confidential Information.
- 9.3 Compelled Disclosure.** If Receiving Party is compelled by law or legal process to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's expense, if Disclosing Party wishes to contest the disclosure.
- 9.4 Remedies.** If Receiving Party discloses (or threatens to disclose) any Confidential Information of Disclosing Party in breach of this Section 9, Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies may be inadequate.
- 9.5 Effect of Termination.** Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information for five (5) years and, upon request, return to the Disclosing Party or destroy (at the Disclosing Party's election) all materials containing such Confidential Information, provided that Your final export of Client Data shall be conducted in accordance with Section 13.3. Notwithstanding the foregoing, to the extent Cegid retains any Client Data, it shall be maintained as confidential in accordance with the terms of this Section 9, in perpetuity.
- 9.6 Residuals.** Cegid shall be free to utilize the know-how gained or other intellectual property that it created during the performance of this Agreement and to perform similar services for other customers.

10. INDEMNIFICATION BY CEGID.

- 10.1 Indemnity.** Cegid shall defend, indemnify and hold You harmless against any claims, demands, suits or proceedings ("Claims") made or brought against You by a third party alleging that the use of the Subscription Services as contemplated hereunder infringes any United States patents, copyrights, trademarks or trade secrets of such third party; provided, that You (a) promptly give written notice of the Claim to Cegid; (b) give Cegid control of the defense and settlement of the Claim (provided that You may participate in such defense at its own expense and that Cegid may not settle any Claim in a manner that admits liability on behalf of You); and (c) provide to Cegid, at Cegid's expense, reasonable assistance in connection with the defense and settlement of the Claim. Cegid shall pay

You any damages finally awarded against You, settlements agreed to in accordance with Section 10.1(a) and reasonable costs and expenses (including reasonable legal fees) directly attributable to such Claim.

10.2 Cegid Options. In the event a Claim is made or in Cegid's reasonable opinion is likely to be made against You, Cegid or any of Cegid's suppliers or its or their other customers, Cegid may, at its sole option and expense: (a) procure for You the right to continue using the Subscription Services under the terms of this Agreement; or (b) replace or modify the Subscription Services to be non-infringing without material decrease in functionality. If the foregoing options are not reasonably practicable, Cegid may terminate this Agreement and refund to You all prepaid fees for the remainder of Your subscription term after the date of termination.

10.3 Exceptions. Furthermore, Cegid shall have no liability for any Claim under Section 10.1 to the extent such liability is the result of (a) modifications to the Subscription Services by You or Your agents or representatives; (b) the use or combination of the Subscription Services with any other item not provided by Cegid where in the absence of such use or combination, the Subscription Services alone would not have given rise to the Claim; or (c) Your continued use of an infringing version of the Subscription Services when the then-current version of the Subscription Services has been modified to be non-infringing and made available to You.

10.4 Limitation. This Section 10 represents Cegid's entire obligation and Your exclusive remedy regarding any third party intellectual property claims. Cegid's maximum aggregate liability under this Section 10 shall not exceed an amount that is six (6) times one month's recurring fee under this Agreement for the Services that are the subject of the Claim as of the time of the occurrence of the events giving rise to the claim.

11. INDEMNIFICATION BY YOU.

You shall defend, indemnify and hold Cegid harmless against any Claims made or brought against Cegid by a third party alleging that (a) the Client Data or Cegid's transmission or hosting thereof infringes or violates the rights of such third party; (b) Your use of the Subscription Services in violation of this Agreement or any applicable Third Party Terms infringes or violates the rights of such third party; or (c) You failed to comply with applicable laws, rules or regulations in Your performance of this Agreement; provided, that Cegid (i) promptly gives written notice of the Claim to You; (ii) gives You control of the defense and settlement of the Claim (provided that Cegid may participate in such defense at its own expense and that You may not settle any Claim in a manner that admits liability on behalf of Cegid); and (c) provides to You, at Your expense, reasonable assistance in connection with the defense and settlement of the Claim. You shall pay Cegid any damages finally awarded against Cegid, settlements agreed to in accordance with Section 11(i) and reasonable costs and expenses (including reasonable legal fees) directly attributable to such Claim.

12. LIMITATION OF LIABILITY.

12.1 LIMITATION OF LIABILITY. CEGID SHALL BE LIABLE ONLY FOR DIRECT AND FORESEEABLE DAMAGES RESULTING FROM A BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT. IN NO EVENT SHALL CEGID'S TOTAL AGGREGATE

LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID AND/OR PAYABLE BY YOU HEREUNDER OVER THE SIX (6) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY (OR OVER THE FIRST SIX (6) MONTHS IF SUCH INCIDENT ARISES DURING THE FIRST SIX (6) MONTHS).

12.2 CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES, LICENSORS OR SUPPLIERS HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3 EXCEPTIONS. NOTWITHSTANDING THE ABOVE, FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THIS AGREEMENT, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND CEGID'S SOLE AND EXCLUSIVE LIABILITY. CEGID'S LIABILITY, AND YOUR RECOURSE, SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THIS AGREEMENT ARE LIQUIDATED, YOU ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OBTAINING AN ADEQUATE REMEDY IS OTHERWISE INCONVENIENT, AND THE DAMAGES CALCULATED THEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. YOU CONFIRM THAT THE EXPRESS REMEDIES AND MEASURE OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES THEREOF.

12.4 ACKNOWLEDGEMENT. THE PARTIES ACKNOWLEDGE THAT THE SERVICE PRICE REFLECTS THE SHARING OF RISK RESULTING FROM THIS AGREEMENT, AS WELL AS THE ECONOMIC BALANCE DESIRED BY THE PARTIES, AND THAT THE SERVICE WOULD NOT HAVE BEEN CONTRACTED FOR WITHOUT THESE LIMITATIONS OF LIABILITY. THE LIMITATIONS SET FORTH IN THIS SECTION 12 SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

13. TERMINATION.

13.1 No Liability for Termination. Neither party will be liable to the other for any termination or expiration of any Services for this Agreement in accordance with its terms.

13.2 Termination for Cause. Either party may terminate this Agreement (a) if the other party materially breaches this Agreement and does not cure such breach within thirty (30) days after receipt of written notice of such breach from the non-breaching party or (b) immediately upon written notice if the other party becomes the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding. Cegid may terminate provision of some or all of the Subscription Services or this Agreement if required by any law, rule or regulation or any regulatory or governmental body. You may terminate this Agreement upon thirty (30) days after receipt of written

notice if the Subscription Services fail to meet the service levels set forth in the Terms of Service for three (3) consecutive months. Such termination shall be Your sole and exclusive remedy and our exclusive liability for any breach of the Terms of Service.

13.3 Effect of Termination. Upon the effective date of termination of this Agreement:

(a) Cegid will immediately cease providing the Services and will provide You with the last backup of Client Data. You shall be responsible for recovering Client Data either by using the software tools provided, or if necessary, by requesting Cegid to transfer the Client Data to digital media on terms and conditions, including the fees for such service, to be mutually agreed; and

(b) Any and all of Your payment obligations under this Agreement for the Services provided through the effective date of termination will immediately become due; and

(c) In the event of termination for cause or failure to meet the service levels set forth in the Terms of Service pursuant to Section 13.2, Cegid will refund any subscription fees pre-paid by You, prorated for the remainder of Your subscription term after the effective date of termination.

13.4 Survival. Any terms and conditions of this Agreement that by their nature extend beyond expiration or termination hereof, shall survive, including, but not limited to, Sections 4-13.

14. MISCELLANEOUS.

14.1 Severability; Waiver. Any contract other than the Agreement, concluded (i) between Cegid and the Client including if it relates to the Professional Services or (ii) between the Client and a third party in connection with the Services, will have no effect on the Agreement. Consequently, in the event of the nullity, termination, cancellation or lapse of any contract other than the Agreement, it will continue to bind the Parties under the terms and conditions set out therein.

No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties hereto. Notwithstanding any language to the contrary therein, no terms stated in a purchase order or in any other order document (other than a purchase order, statement of work or other mutually executed order document expressly incorporated herein) shall be incorporated into this Agreement, and all such terms shall be void. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. Except as otherwise provided, remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in full force and effect.

14.2 Policies and Entitlements. The policies and provisions to the Services, as referenced in this Agreement, are available at <https://www.cegid.com/global/> or such other URL as specified by Cegid.

14.3 Publicity. The pricing terms have been agreed, taking into account the strategic importance of You to Cegid, as well as both parties' desire for a strong collaboration. Consequently, You agree that Cegid as well as its commercial partners are entitled to use

Your name and/or trademark and/or logo as a reference in press releases, commercial documents or other such documents, as of the execution of this Agreement. You furthermore agree to:

- testify and reference Your experiences with Cegid on a mutually agreed upon number of case studies;
- assist, at the request of Cegid, and subject to Your availability, with "seminars/testimonials" in order to better present to third parties Your experience with Cegid in general and with Cegid's solutions, products and services;
- receive, at the request of Cegid, and subject to Your availability, prospective customers wishing to meet Your representatives and demonstrating an interest in Cegid's solutions, product and services within the framework of "reference visits", unless the prospective customer is Your direct competitor. The number of "references" which You agree to make is limited to one (1) telephone reference call per month and four (4) "reference visits" per year; and
- participate in Cegid's annual user conference entitled "Retail Connections".

14.4 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, war, riot, insurrection, epidemic, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees), internet or other service disruptions involving hardware, software or power systems not within such party's possession or reasonable control, any disruption, suspension or failure of any third party hardware, software or services, and denial of service attacks or other events of a magnitude or type for which precautions are not generally taken in the industry ("Force Majeure Event").

14.5 Assignment. The Agreement, as well as the rights or obligations it provides for, may be assigned or transferred by either of the Parties, subject to the written agreement of the other Party. This authorization is deemed acquired when the assignment is not made in favor of a competitor of the assigned Party and/or does not bring significant and proven harm to the latter. In case of an assignment, the assigning Party shall be released from its obligations under the Agreement and may not be held jointly and severally liable for the assignee's performance of the Agreement.

14.6 Subcontractors. You acknowledge that Cegid may subcontract all or part of its obligations arising hereunder at its sole discretion. In such event, Cegid shall remain liable for the performance of its obligations hereunder.

14.7 Governing Law. This Agreement and any claims related thereto shall be governed exclusively by the internal laws of the State of New York, without regard to its conflicts of laws rules, and all disputes hereunder shall be subject to the exclusive jurisdiction of the state or federal courts located in the City of New York, New York regardless if there are multiple defendants or third party proceedings. The parties hereby irrevocably consent to the jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

14.8 Remedies. The parties agree in the event of a material breach of this Agreement, the non-breaching party will be entitled to seek immediate injunctive relief and other equitable relief,

in addition to whatever remedies it might have at law or under this Agreement. All rights and remedies hereunder are cumulative, may be exercised singularly or concurrently and will not be deemed exclusive except as expressly provided herein. If any legal action is brought to enforce any obligations hereunder, the prevailing party will be entitled to receive its attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.

14.9 Counterparts. An Order may be executed by facsimile, by electronic signature or in .PDF format (with the same force and effect as an original signature) and in counterparts.

14.10 Entire Agreement. This Agreement, the Order, the Terms of Service, the Technical Prerequisites, the Third Party Terms, and any other schedules and attachments hereto and policies referenced herein represent the entire agreement between the parties, and supersede all prior or contemporaneous agreements, proposals or representations, written, oral or otherwise, concerning its subject matter. In the event of a conflict between the Order, this Agreement, the Terms of Service, the Technical Prerequisites, and any schedule or attachment to this Agreement or between any such schedule or attachment, the order of precedence shall be as follows: the Order, the Terms of Service, this Agreement, the Technical Prerequisites, and other schedules and attachments.

14.11 Regularisation. If the costs incurred by Cegid in connection with the Services during a year N of performance of the Agreement increase in proportions greater than those resulting from the "Indexation" article of the Agreement, Cegid may, without prejudice to the application of these provisions:

(i) during the Initial Term, revise the Agreement prices by up to eight (8) % of the price concerned twice per calendar year and per item ordered;

(ii) during Extended Terms, revise the Agreement prices twice per calendar year and per item ordered. If the Client does not accept the increase in the prices invoiced during an Extended Term, the Client shall be entitled to terminate the Services by registered letter with acknowledgement of receipt sent within thirty (30) days of the date of issue of the invoice containing the new amounts invoiced. The Agreement will then remain in force, under the pricing conditions of the previous invoice, until the end of the sixth (6th) month following the month in which the invoice in question was issued.