

# GENERAL TERMS AND CONDITIONS FOR SAAS SERVICES

## PREAMBLE

Cegid markets application functionalities accessible online, which it owns, as well as application functionalities designed and developed by third parties (SaaS services). The SaaS services offered by Cegid are standard services designed to meet the Prerequisites of as many Clients as possible.

The Client, desiring to obtain new IT tools, wished to be able to use the SaaS Service offered by Cegid for the performance of its professional activity.

Cegid has offered the Client a commercial proposal and/or documentation presenting the SaaS Service, which the Client acknowledges having read. On the basis of this information in particular, the Client has ensured that the SaaS Service is suited to its own Prerequisites and constraints. Prior to accepting the Contract, the Client was able to ask Cegid for any additional information and/or attend an additional demonstration of the SaaS Service, and it acknowledges that he has been sufficiently informed. Any specifications or Prerequisites document drawn up by the Client will under no circumstances be taken into account by Cegid in the context of the Contract unless expressly approved by Cegid prior to the signature hereof, in which case it will be appended hereto. Cegid may only adapt SaaS Services to the Prerequisites stated by the Client as part of a service that is not governed by these General Terms and Conditions for SaaS Services. The Client is informed that the Implementation Services offered by Cegid are necessary for the proper use of the Service. It is therefore up to the Client, in the light of its needs, to decide whether or not to use these Services.

## THIS BEING STATED, IT IS AGREED AS FOLLOWS:

### ARTICLE 1. DEFINITIONS

For the purposes hereof, the terms and expressions identified by a capital letter have the meaning indicated hereinafter, whether they are used in the singular or in the plural.

- Client:** Refers to the legal entity or natural person who is a co-contractor of Cegid, acting within the framework of its professional, commercial, industrial, artisanal or self-employed activity.
- Client Data:** Refers to the information (including Personal Data) that the Client owns and/or is responsible for, which he/she enters, fills in, transmits, collects, retains and/or processes as part of the performance of the Contract.
- Contract:** Refers to these SaaS Service General Terms and Conditions and its documents listed in the "Contractual Documents" article, the Purchase Order.
- Documentation:** Refers to the information made available by Cegid describing how to use the Service, in the form of user documentation accompanying the Service and/or online help.
- Effective Date:** Refers to the date of entry into force of the Contract as indicated on the signature page of the Purchase Order.
- Implementation Services:** Refers to the implementation services relating to the Service (analysis, configuration, training) offered by Cegid and subscribed to by the Client under a separate contract.
- Portal:** Refers to the web services portal that Cegid makes available to its Clients. The Portal can be accessed at <http://www.cegidlife.com> or any other website address provided by Cegid.
- Purchase Order** Refers to the Client's order for the Service, which may be placed online or in writing in accordance with the terms and conditions specified by Cegid during pre-contractual discussions. This document specifies in particular the items ordered, the price of the Service, the number of Users, the Technical Prerequisites and includes the "SEPA Mandate" if applicable.

**SaaS Service General Terms and Conditions:** refers to this document.

**Personal Data:** Refers to the personal data that the Client processes as part of the performance of the Contract, within the meaning of 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 ("GDPR"), and Law no. 78-17 of 6 January 1978 as amended, ("Applicable Regulations").

**Service:** Refers to standard application functionalities delivered online and for which the intellectual property rights belong to Cegid, as well as Updates and Support, invoiced by subscription or according to a consumption statement. The Service is intended for professional use. The Service has been designed and developed for the French market and unless the Client acquires Country Packages (as defined in the Terms of Service, where applicable) listed in the "Items ordered" section of the Purchase Order or in the online order, it is only suitable for companies established in mainland France or, where applicable, subsidiaries of companies established in France, located abroad.

**Security Assurance Plan:** Refers to the latest version of commitments made by Cegid in terms of availability, integrity, confidentiality and traceability of the Service and Client Data. The Security Assurance Plan is subject to change and the latest updated version can be accessed at any time on the Cegid website (<https://www.cegid.com/global/terms-and-conditions/>) or at any other website address provided by Cegid.

**Support:** Refers to assistance given to the Client in the event of a fault in the normal use of the Service, as detailed in the Terms of Service.

**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 conditions set out in the article "Right of Access to the Service". By way of exception, all entities whose activity, directly or indirectly, through persons or interposed companies, competes with that carried out by Cegid, shall not be considered as Subsidiaries.

**Technical Prerequisites:** Refers to the latest version of the list of characteristics of computer hardware and devices recommended by Cegid and which must be implemented and complied with by the Client in order to access and use the Service. The Technical Prerequisites are subject to change and the latest version can be accessed at any time on the Cegid website (<https://www.cegid.com/global/terms-and-conditions/>) or at any other website address provided by Cegid. It is the Client's responsibility to ensure that its User Workstations are upgraded in line with changes in the Technical Prerequisites.

**Terms of Service:** Refers to the document describing the specific provisions in terms of content, limitations, duration, Support, performance conditions and invoicing applicable to the Service.

The Terms of Service is subject to change in accordance with the article "Changes to the Terms of Service" and the latest version of the Terms of Service can be accessed at any time on the Cegid website <https://www.cegid.com/global/terms-and-conditions/> or any other website address provided by Cegid. In any event, the provisions of the Terms of Service shall take precedence over the provisions of these SaaS Service General Terms and Conditions, unless expressly waived in these SaaS Service General Terms and Conditions.

**Territory:** Refers to France, or for offers available in several countries, the country or countries for which the Client has subscribed to the Service and/or the third-party online Service.

**Third-party online service:** Refers to application functionalities delivered online and for which the intellectual property rights belong to a third party, and which Cegid is authorised to distribute.

**Updates:** Refers to improvements made to the Service, and decided by Cegid, which do not entail the rewriting of a substantial part of the Service, particularly with regard to technological developments and regulations. Updates also include the correction of any anomalies in the

Service in relation to the Documentation. Updates are provided in accordance with the Terms of Service.

**Upgrades:** Refers to the modifications and improvements made to the Service, and decided by Cegid, which result in the rewriting of a substantial part of the Service, particularly with regard to technological developments and regulations. Upgrades are provided in accordance with the Terms of Service.

**User:** Refers to any natural person authorised by the Client to access and use the Service, as specified above in the article "Right to access the Service".

**Users Workstations:** Refers to the Client's IT equipment and devices enabling them to access the Service. The User Workstation must comply with the Technical Prerequisites.

## **ARTICLE 2. ACCEPTANCE OF THE CONTRACT – PURPOSE**

### **2.1. Acceptance of the Contract**

The Client is deemed to have read the Contract as defined in the "Definitions" article and to have duly accepted it unconditionally. The Contract is accepted unconditionally by the Client on signing the Purchase Order.

The Parties decide to formalise their acceptance of this Contract via an electronic signature process within the meaning of EU Regulation No. 910/214 of the European Parliament and of the Council of 23 July 2014, known as eIDAS.

The electronic signature of the Contract and its recording are deemed to be proof of the identity of the signatories, the integrity of the Contract and its faithfulness to the original data. The Parties waive the right to challenge the validity and/or enforceability of this Contract on the sole grounds that it was concluded electronically using electronic signature means.

Contractual documents are archived on a reliable and durable medium that can be produced as proof.

### **2.2. Purpose**

The purpose hereof is to define the terms and conditions under which Cegid undertakes to provide the Client with the Service referred to in the Contract.

### **2.3. Modification of the SaaS General Terms and Conditions**

The Client is hereby informed that Cegid reserves the right to modify these SaaS General Terms and Conditions 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 Service 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 Service which should have been provided after the termination.

Continued use of the Service at the end of the aforementioned two (2) month period will constitute acceptance of the modification.

## **ARTICLE 3. EFFECTIVE DATE - DURATION**

The Contract comes into force on the Effective Date. It ends thirty-six (36) months after Cegid provides the Client with access codes to the Service (hereinafter the "**Initial Period**").

The Contract will then be tacitly extended for successive periods of twelve (12) months (hereinafter referred to as the "**Extension Period**"). The Party which decides not to extend the Service must notify the other Party of this decision by logging in to the customer portal at [www.cegidlife.com](http://www.cegidlife.com) or by sending a registered letter with acknowledgement of receipt at least six (6) months before the end of the ongoing period.

Activation of an additional optional Service during the term of the Contract will not modify the term of the Contract as specified above.

## PROVISIONS RELATING TO THE SERVICE

### ARTICLE 4. SCOPE OF THE SERVICE

The list of standard application functionalities accessible under the Service as ordered is that specified in the "Items ordered" section or in the online order.

### ARTICLE 5. RIGHT OF ACCESS TO THE SERVICE

#### 5.1. *Right of access and use*

In return for payment of the subscription stipulated in the "Items ordered" section or in the online order, Cegid grants the Client a non-exclusive, personal right of access to the Service, for the Territory, non-transferable and non-assignable except in the event of transfer of the Contract under the conditions of the "Transfer" article and limited, according to the offers:

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

set out in the Purchase Order and, where applicable, in the Terms of Service.

For certain offers, the Client may increase the maximum number of its named Users and/or logical systems or increase the thresholds of work units from which it benefits via the Portal or directly via the features of the Service. In this case, the Client accepts that the invoices for the Service issued by Cegid will take account of these increases at the rate in force at the time of the increase.

Access to the Service or to certain functionalities of the Service may include the installation of executable software on the User's device or workstation.

The Client shall be liable for any access to and/or use of the Service by Users, regardless of the terms and conditions of such access and/or use or the consequences thereof, including if such access and/or use is unauthorised, outside the scope of their duties or for purposes outside their remit.

The Client's Subsidiaries may, under the Client's responsibility, benefit from the Service provided by Cegid to the Client under this Contract under the same conditions as the Client.

The Client undertakes to inform its Subsidiaries wishing to use the Service about the content of this Contract. The Client undertakes to ensure that its Subsidiaries comply with the Contract, and in particular that the Service is used in accordance with the Contract.

The Client shall be personally liable in the event of a breach by one of its Subsidiaries. In this case, Cegid will be able to claim compensation directly from the Client without it being necessary for Cegid to first take action against the Subsidiary concerned.

If, after the Effective Date of the Contract, a Subsidiary no longer corresponds to the definition of Subsidiary stipulated above, the said company shall immediately and automatically lose its right of access to the Service under this Contract. The Service may be provided to this company after the conclusion of a SaaS contract with Cegid, which will in particular set out the financial conditions for the provision of the Services.

#### 5.2. *Client's obligations*

The Client undertakes not to damage the Service in any way whatsoever and to use the Service in accordance with its intended purpose and the conditions laid down in the Contract. Consequently, the Client agrees in particular not to reverse engineer the Service with a view to developing a competing product or service and/or to copy or reproduce any functionalities, functions or graphic attributes of the Service.

The Client:

- undertakes to use the Service in accordance with its Documentation and solely for the needs of its professional activity;

- is solely responsible for the content disseminated and/or downloaded via the Service, the Client Data transmitted to Cegid as part of the Service, and the resulting use thereof. The Client undertakes not to send or store via the Service any data of a non-professional nature or any data of an unlawful, obscene, defamatory nature or any data that is invasive of privacy or any other third party right;
- undertakes not to distribute the Service or make it available to third parties, whether in return for payment or free of charge, except in the cases provided for in the Contract;
- undertakes not to alter or disrupt the integrity or performance of the Service or the data contained therein;
- undertakes not to attempt to obtain unauthorised access to the Service or to the systems or networks associated with it.

The Service will be used by the Client under its sole control, management and responsibility. Consequently, the Client is solely responsible for:

- implementing all necessary procedures and measures to protect User Workstations, hardware, software packages, software and passwords, in particular against viruses and intrusions;
- compliance with the latest version of the Technical Prerequisites;
- the choice of access provider or telecommunication medium, with the Client responsible for making the necessary administrative requests and taking out the necessary subscriptions, the cost of which will be borne by the Client;
- the appointment from among its staff of a Cegid contact acting as SaaS Administrator within the meaning of the Terms of Service, in particular with regard to security rules;
- the use of IDs or access codes provided by Cegid when the Service is performed. It shall ensure that no person not authorised by it has access to the Service;
- the errors made by Users while using the Service and the procedures that enable them to connect to the Service, in particular concerning means of access and Internet browsing.

Cegid will not be held liable for the quality and electronic transmission of data when it travels over telecommunications networks and, more generally, for the quality and reliability of telecommunications links between the Client's Workstations and the point of access to the Service. Cegid cannot be held liable for the destruction of Client Data by the Client or a third party who has accessed the Service through no fault of Cegid.

Furthermore, Cegid shall not be held liable for any disclosure, destruction and/or alteration of Client Data as a result of the Client's failure (or refusal) to comply with Cegid's recommendations and/or instructions relating to the performance of the Service, such as, for example, the Client's refusal to use Cegid's tools enabling the transfer of Client Data during the term of the Contract.

Regardless of the Support, Cegid may invoice the Client for the time spent investigating the causes of incidents that have occurred under the above conditions.

In the event that the Client fails to comply with its obligations with regard to access and use of the Service as set out in the Contract, or with Cegid's intellectual property rights, Cegid may suspend access to the Service for the duration of the breach in question, without prejudice to the possible application of the article "Termination of the Contract by Cegid" and any damages.

## **ARTICLE 6. INTELLECTUAL PROPERTY**

Cegid holds on an exclusive basis all the intellectual property rights relating to the Service and/or on a non-exclusive basis all the authorisations required for the distribution of a third-party online Service.

In accordance with Article L.122-6-1 of the French Intellectual Property Code, Cegid expressly reserves the right to correct errors in the Service.

The information necessary for the interoperability of all or part of the Service with any third party tool, including when the latter is subject to an open licence will be made available to the Client upon request to Cegid by registered letter with acknowledgement of receipt.

The Contract grants the Client a right to use the Service under the terms and conditions detailed therein. It does not transfer to the Client or its Subsidiaries, where applicable, or to any User, any intellectual property rights of any kind whatsoever, held by Cegid or by a third party.

Each Party is the sole owner of the know-how that it possesses independently of this Contract or that it acquires during the performance of this Contract and consequently remains free to use it. Cegid will therefore be free to provide similar services on behalf of other Clients. Neither Party may claim any right whatsoever over the know-how of the other Party.

## **ARTICLE 7. EXECUTION OF THE SERVICE**

### **7.1. Provision of the Service**

Cegid undertakes to provide the Service in accordance with its Documentation and the provisions of the corresponding Terms of Service.

Cegid does not guarantee that the Service complies with the Client's specific Prerequisites or is free from defects, but only undertakes to remedy, with all reasonable diligence and under the terms of the Contract, any reproducible anomalies in the Service that are found in relation to its Documentation.

Neither does Cegid guarantee the ability of the Service to achieve objectives or results that the Client has set for itself and/or to carry out specific tasks that would have led it to enter into this Contract. It is the responsibility of the Client or any third party appointed by the Client for this purpose to ensure that the Service is suited to its needs or to its specific activity in the Territory.

In general, Cegid makes no other guarantee commitment other than that provided for in the Contract.

In addition, Cegid regularly monitors legislative and regulatory developments and undertakes to ensure that the Service complies with the texts applicable on the Effective Date of the Contract. Cegid also undertakes to use its best efforts to ensure that the Service complies with the legislative and regulatory provisions in force throughout the performance of the Contract. The Parties acknowledge, however, that due to the time required to analyse and implement a change in regulations, Cegid cannot guarantee that the Service will be fully compliant with such regulations at all times during the performance of the Contract.

Consequently, the Client acknowledges that any tax or social security declaration made directly or indirectly through the use of the Service, and in particular to the tax authorities or any social security contributions body, is the sole responsibility of the Client. Cegid cannot be held liable for incomplete, irregular or erroneous declarations through no fault of its own.

### **7.2. Exclusions from the Service**

The following is excluded from the Service:

- work and interventions relating to the installation and proper operation of the User Workstation and the Client's infrastructure (telecommunications, networks, security equipment) enabling the Client to access and use the Service;
- resolution of problems caused by error or mishandling on the part of Users outside the cases provided for by Support;
- Implementation Services.

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 Contract.

### **7.3. Cegid's Service Development Policy**

The Client acknowledges that Cegid is free to determine its industrialisation policy, particularly in the light of technological developments. Consequently, Cegid may at any time design, organise and size the Service, modify it and develop it freely.

The Service may also change at any time due to changes in legislation or regulations or in order to adapt it to Client Prerequisites.

The modifications or upgrades provided for in this article may result in Updates or Upgrades resulting in changes to the Technical Prerequisites that the Client undertakes to meet under the Contract.

Upgrades will result in a quotation from Cegid and a proposed schedule, which must be accepted by the Client prior to any implementation.

If they also result in a change to the Terms of Service, the following provisions will apply.

### **7.4. Modification of the Terms of Service**

Cegid may modify the Terms of Service at any time. Cegid will inform the Client and/or one of its SaaS Administrators within the meaning of the Terms of Service of this change by post and/or message on the Portal

and/or any other appropriate means. At the end of a period of thirty (30) schedule days following this information and in the absence of termination by the Client in accordance with the provisions of the article "Termination of the Contract by the Client" in application of the article "Modification of the Terms of Service", the modified Terms of Service will be a contractual document enforceable against the Client. The latest version of the Terms of Service is available at any time on the Cegid website <https://www.cegid.com/global/terms-and-conditions/> or at any other website address provided by Cegid.

The foregoing provisions shall not apply in the event of modifications to the Terms of Service as a result of amendments to legislation or regulations. In this event, Cegid will endeavour to notify the Client of these changes within a reasonable period of time. They will be binding on the Client as soon as they come into force.

#### **7.5. *Third-party online service***

Any third-party online Service will be subject to:

- the terms and conditions of its publisher (the "Agreement") made available to the Client by Cegid. In particular, the Agreement will govern the terms and conditions of access to the Third-Party Online Service, the terms and conditions of provision of the Third-Party Online Service, the terms and conditions of protection of Client Data, the Territory, intellectual property, termination, liability, applicable law and jurisdiction. The Agreement will be entered into by the Client in accordance with the terms and conditions laid down by the publisher of the Third-Party Online Service. It will take effect on the Effective Date of the Contract;
- secondly, only the clauses of this Contract relating to its term, the determining and revision of prices, and the invoicing and payment procedures;
- thirdly, a Terms of Service which will be made available to the Client by Cegid or accessible online by the Client according to the information provided by Cegid.

### **ARTICLE 8. CLIENT DATA**

#### **8.1. *Personal Data***

The provisions relating to the protection of Personal Data are described in the appendix "Personal Data Protection Policy".

#### **8.2. *Storage***

Cegid regularly makes backup copies of Client Data.

However, unless otherwise specified in the Terms of Service, the Service is not a document or data storage or archiving service. The Client must personally ensure that Client Data and documents are backed up on any medium of their choice.

#### **8.3. *Location of the Client Data***

Unless otherwise stipulated in the Terms of Service, Client Data is located at one or more sites in the European Union for the entire term of the Contract.

#### **8.4. *Return of Client Data***

At the end of the Contract, for any reason whatsoever, the Client is no longer authorised to access and use the Service. It must therefore have, before this date, (i) recovered the Client Data accessible through the features of the Service or (ii) requested Cegid for the return of a copy of the last backup of the Client Data.

Any return of a copy of the last backup of Client Data by Cegid will be made in a market-standard format chosen by Cegid and will be made available to the Client in the form of a download or, if the volume is too large, through the provision of a volume management service, as part of a chargeable service at the applicable rate.

Unless otherwise stipulated in the Terms of Service and in accordance with the attached Personal Data Protection Policy, Cegid will destroy the Client Data within a reasonable period of time following their retrieval or return to the Client.

## 8.5. *Service usage data*



In accordance with the appended Personal Data Protection Policy, and unless specifically agreed otherwise by the Client, Cegid will use the personal Client Data, for which the Client is the data controller, solely for the purpose of performing the Contract.

The Client, as data controller, shall be solely responsible for informing and/or obtaining the authorization of its executives and personnel regarding the processing of the Client Data referred to above, when such information and/or authorization is required by Applicable Regulations and in accordance therewith. The Client shall indemnify and hold harmless Cegid against any claims arising from non-compliance with said regulations.

The Client is hereby informed that Cegid may analyse the use made of the Service by the Client and Users, in particular for the following purposes:

- improving, optimising and enhancing the Service and/or offers and products;
- introduction of new services, offers or functionalities;
- targeted marketing campaigns.

In this regard, it is specified that Cegid will comply with all applicable legal and regulatory obligations and with the terms of the Contract, in particular the provisions relating to confidentiality.

When Service usage data is aggregated for analysis purposes, Cegid undertakes to implement appropriate measures to ensure that the results of such analyses do not directly or indirectly identify the Client or the Users.

Cegid holds the intellectual property rights to these analyses and their results.

## **ARTICLE 9. SERVICE SECURITY**

### **9.1. Security management**

Cegid undertakes to implement the organisational and technical resources described in its Security Assurance Plan, to ensure the physical and logical security of the servers and networks under its responsibility and control.

As soon as it becomes aware of it, each of the Parties will report as soon as possible to the other Party any fact likely to constitute an attack on the physical or logical security of the other Party's environment (attempted hacking, for example).

### **9.2. Security of access to premises**

Cegid sets up access control to the premises in which the services relating to the Service are provided, so as to allow access only to persons authorised by Cegid or accompanied by authorised personnel. It takes all necessary steps to prevent intruders.

### **9.3. Security of standard application functionalities**

Cegid undertakes to implement the necessary measures to ensure that access to the Service and Client Data is only granted to persons authorised by Cegid and to persons authorised by the Client.

### **9.4. Connection security**

In order to ensure the confidentiality of data in transit between the User Workstation and the access point to the Service, all connections are secure. Data flows over unsecured telecommunications networks use recognised security protocols such as HTTPS or SFTP (based on Secure Shell - SSH).

### **9.5. Client Data security**

Cegid undertakes to implement the organisational and technical resources described in its Security Assurance Plan, to preserve the security of Client Data so that it is not, through its own fault, deformed, damaged or communicated to unauthorised third parties.

Consequently, Cegid undertakes to comply with the following obligations and to ensure that its staff comply with them:

- not to make copies of the documents and media containing Client Data entrusted to it, except those strictly necessary for the performance of the Service;
- respect confidentiality and not disclose Client Data to other persons, whether private or public, natural or legal, unless such disclosure is required by law or by a competent judicial or administrative authority or is necessary in the context of legal proceedings pursuant to the "Applicable Law and Competent Courts" article.

Cegid will ensure that Client Data is kept completely separate from the data of other Clients.

Security measures relating to Personal Data are described in the appendix "Personal Data Protection Policy".

## **ARTICLE 10. THE FIGHT AGAINST FRAUD**

The Client guarantees that it will use the Service provided by Cegid in compliance with the applicable laws and regulations, in particular those relating to tax and social security. More specifically, in the event that Cegid is held jointly and severally liable, in particular by the tax authorities and/or the URSSAF, for the payment of tax arrears issued as a result of the irregular use by the Client, the Client undertakes to compensate Cegid in full, i.e. up to the amount of the sums claimed by the tax authorities and/or the URSSAF.

## **FINANCIAL PROVISIONS**

### **ARTICLE 11. PRICES AND INVOICING TERMS OF THE SERVICE AND THE THIRD-PARTY ONLINE SERVICE**

#### **11.1. Prices**

The prices of the Service, Support and Updates are set out in the Purchase Order.

All prices are exclusive of VAT and other taxes, levies, duties or allowances payable by the Client in application of the regulations in force on the date of issue of the invoice by Cegid and which will remain the exclusive responsibility of the Client.

#### **11.2. Invoicing terms and conditions**

The Service and the Third-Party Online Service will be invoiced annually in advance.

The first invoice for the Service and the Third-Party Online Service will be issued on the date on which Cegid sends the Client the access codes for the Service and the Third Party Online Service or, failing that, on the first day of the following month.

The Service will be invoiced by Cegid on the basis of calendar periods and not anniversary periods. Where applicable, the first and/or last invoices will be issued on a pro rata basis.

Furthermore, in the case of Clients who have subscribed to services from Cegid under multiple Purchase Orders, Cegid reserves the right to invoice, via a single invoice, the Services ordered under this Contract as well as the services ordered under previous contracts.

If the thresholds for access to or use of the Service are exceeded in relation to those set out in the "Items ordered" section or in the online order, Cegid will invoice the Client on the basis of the current rates plus fifty (50) per cent, without prejudice to any other damages, together with an adjustment invoice covering all the periods since the excess occurred.

#### **11.3. Indexation**

##### **a- Index**

Contract prices shall be subject each year, on the anniversary date of the Contract, to an automatic adjustment based on the latest SYNTEC index available at the time the adjustment is applied. Such adjustment shall be invoiced for the first time on the 1st of January of the year following the Contract's execution date, pro rata to the period elapsed between the Contract's execution date and the adjustment date.

The new price will be calculated according to the following formula:

$$\text{Price} = P0 \times (\text{index 2} / \text{index 1})$$

**Where:**

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

In case the SYNTEC index 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*".

**ARTICLE 12. TERMS OF PAYMENT****12.1. Terms of payment**

Cegid invoices relating to the Service and the Third Party Online Service will be paid by the Client by direct debit within thirty (30) days of the date of issue of the invoice.

The Client undertakes to provide their bank details (IBAN and BIC) and to fill out 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 on each occasion, they accept that each of these contracts will be governed by a single, common direct debit authorisation, the amount of which will accordingly vary based on the additions and deletions of contracts over time.

The above provisions will apply to all Services with the exception of those Services for which a relevant Terms of Service contains specific settlement provisions.

**12.2. Specific custom of the Client**

In the event that the Client wishes Cegid to comply with a specific custom for the payment of invoices issued under this Contract (specific mention on invoices, such as the number of the purchase order sent by the Client, particular method of communicating invoices), it is required to communicate this custom to Cegid before the Contract is signed so that Cegid can confirm its ability to apply it and so that, where applicable, it is expressly stipulated in the special terms and conditions agreed between the Parties, failing which this specific custom of the Client cannot be applied and the standard invoicing conditions provided for in the Contract will apply.

In the event that the purchase order number sent by the Client changes each year, it must be sent to Cegid each year, at the latest within a period of thirty (30) days prior to the anniversary date of the Contract, at the following address: [Cegid\\_Business\\_support@cegid.com](mailto:Cegid_Business_support@cegid.com).

**12.3. Payment default**

In case the Client fails to fulfil its obligation 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 without effect, to suspend the Service as well as any services in progress until full payment of the sums due; and/or the rightfully terminate, in accordance with the Article "Termination", the ongoing Contract without the need for a new formal notice.

Moreover, Cegid will charge non-dischargeable late payment interest at a rate equal to three (3) times the prevailing interest rate, which may not be less than an annual rate of 5%, without the need for a 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. Pursuant to Article L.441-10 of the French Commercial Code, the Client will also be liable to pay a fixed indemnity of forty (40) euros (€) for the recovery costs incurred by Cegid. These indemnities will not be applied in cases where the Client can prove that they are the subject of receivership or compulsory liquidation proceedings.

In addition, failure by the Client to pay an invoice that has reached its due date will entitle Cegid to demand payment of all other invoices, including those that have not yet reached their due date.

Unpaid charges following a bank rejection of a Client's payment shall be borne by the Client.

#### **12.4. General**

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 undertakes not to offset any sums that may be owed to it by Cegid under the Contract, or under any other contract that may exist between the parties, without the prior written agreement of Cegid.

## **GENERAL PROVISIONS OF THE CONTRACT**

### **ARTICLE 13. COLLABORATION**

The proper performance of the Contract and the smooth running of the Service require active, ongoing and good faith cooperation between the Parties. Consequently, each of the Parties undertakes to:

- be actively involved in fulfilling its obligations;
- refrain from any behaviour likely to affect and/or hinder the performance of the obligations of the other Party;
- provide each other, within a sufficient period of time compatible with the proper observance of the deadlines agreed between the Parties, with all information and documents necessary for the performance of the Contract;
- alert each other as quickly as possible to any difficulties and work together to implement the best possible solution as quickly as possible.

The Parties shall meet as often as necessary to ensure the correct execution of the Contract and, in particular, to ensure that the Service are being carried out properly.

In particular, it is the Client's responsibility to provide Cegid with all the information concerning the Client that is necessary for the performance of the Service, and to inform Cegid of any difficulties of which the Client may be aware or which its knowledge of its field of activity enables it to foresee, as and when the Service are performed.

In addition, the Client undertakes to maintain sufficiently competent, qualified and trained Users throughout the period of performance hereof.

### **ARTICLE 14. LIABILITY - INSURANCE**

#### **14.1. Liability**

For the performance of all its obligations, and taking into account the standard professional practices, Cegid, which undertakes to take all possible care in the performance of its obligations, is subject to an obligation of means.

Cegid may only be held liable for direct and foreseeable damages resulting from a breach of its contractual obligations, which do not include damages whose occurrence is not exclusively linked to the improper performance or non-performance of this Contract. By way of illustration, and by express agreement between the Parties, the following constitute indirect damage for which Cegid may not be held liable: any loss of Clients, damage to reputation or image, any claim by a third party against the Client and any loss suffered by a third party. In the event that Cegid is held liable as a result of the non-performance or improper performance of the Contract, or for any other reason for which it is responsible, the amount of the global and cumulative compensation, all causes combined, principal, interest and costs, to which the Client may be entitled, will be limited to the direct and foreseeable loss suffered by the Client without being able to exceed an amount equal to twelve (12) months' invoicing for the item(s) ordered or the Third-Party Online Service at the origin of Cegid's liability.

The liability cap provided for above is exclusive of any other liability cap that may be provided for under any other contract between the Parties, even if this other contract is entered into in respect of the same project as this Contract.

The Client may not bring any legal action on the basis of contractual liability or any warranty under the Contract after the expiry of a period of (1) year from the date on which the Client knew or should have known of the facts giving rise to the action.

The Parties acknowledge that the Contract price reflects the allocation of the risks arising from the Contract, as well as the economic balance intended by the Parties, and that the Contract would not have been entered into on these terms without the limitations of liability defined 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.

This "Liability" article shall remain in force notwithstanding the termination or cancellation of the Contract.

#### **14.2. Insurance**

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

### **ARTICLE 15. TERMINATION**

#### **15.1. Termination of the Contract by the Client**

The Client may terminate the Contract by operation of law in the event that Cegid fails to fulfil its obligations under the articles "Provision of the Service", "Service Security" and "Confidentiality", as well as those set out in the appendix "Personal Data Protection Policy" and in the event of failure by Cegid, for three consecutive months, to comply with the rate of availability of the Service indicated in the Terms of Service, it being specified that termination of the Contract for breach of the aforementioned article "Service Security" or appendix "Personal Data Protection Policy" may only be terminated after an audit has been carried out by an independent third party at the Client's request confirming the alleged breach.

Termination will take place without prejudice to any damages up to the limit and under the conditions set out in the "Liability" article of the Contract, subject to compliance with the procedure described in the "Termination Procedure" article.

#### **15.2. Termination of the Contract by the Client in application of the article "Modification of the Terms of Service"**

The Client may terminate the Contract early, by registered letter with acknowledgement of receipt and without compensation on either side, in the event of any modification of the Terms of Service made by Cegid under the terms of the article "Modification of the Terms of Service", where the modification(s) are intended to significantly reduce Cegid's service commitments relating to the rate of availability, the management of back-ups and the conditions of access to Support.

The registered letter with acknowledgement of receipt referred to in this article must mention this article and be sent by the Client to Cegid within one month of the notification by Cegid of the modification of the Terms of Service under the article "Modification of the Terms of Service". Termination of the Contract will take effect three (3) months after the expiry of the one (1) month's notice period set out in the Article "Modification of the Terms of Service".

#### **15.3. Termination of the Contract by Cegid**

Cegid may terminate the Contract by operation of law in the event that the Client breaches its obligations under the articles titled "Right of access to the Service", "Personal Data", "Fight against fraud", "Prices and invoicing terms of the Service and the Third-Party Online Service", "Terms of payment", "Collaboration", "Confidentiality" and "Regulations", without prejudice to any damages, subject to compliance with the procedure described in the article below titled "Termination procedure".

#### **15.4. Termination procedure**

Prior to any termination under the articles "Termination of the Contract by the Client" and "Termination of the Contract by Cegid", the Party that is the victim of the breach must give formal notice to the other Party to comply with its obligations within a period of one (1) month, by registered letter with acknowledgement of receipt notifying the breach(es) in question.

This formal notice will trigger the out-of-court dispute settlement procedure referred to in the "Amicable settlement of disputes" article. In the absence of such an amicable settlement under the conditions set out in this article, the Party that is the victim of the breach may terminate the Contract by registered letter with acknowledgement of receipt sent to the other Party.

### **15.5. Effect of termination**

In the event of termination for default on the part of the Client, the Client will cease to use the Service from the date of termination of the Contract.

In the event of termination due to the Client's fault, the Client will owe Cegid, in addition to the invoices not paid on the date of termination, all the monthly instalments still to be invoiced for the Service until the normal end of the Contract, without prejudice to any damages.

The provisions of the article "Return of Client Data" shall apply.

## **ARTICLE 16. 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 in article 1218 of the French Civil Code. It is expressly agreed between the Parties that, notwithstanding any case law to the contrary, the following events will have the effects of force majeure: malfunctions of telecom and telecommunications operators, provided that these malfunctions are not caused by the technical resources implemented by Cegid.

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 consequences for the performance of its obligations.

If the impediment is temporary, performance of the obligation will be suspended until the Party invoking force majeure is no longer prevented from performing by the event of force majeure.

The Party invoking force majeure must keep the other Party informed and undertakes to do its best to limit the duration of the suspension. Should the suspension continue beyond a period of three (3) months, each of the Parties will have the option of terminating the Contract by operation of law without compensation by notifying the other Party of its decision by registered letter with acknowledgement of receipt.

If the impediment is definitive, the contract is terminated by operation of law and the Parties are released from their obligations under the conditions set out in articles 1351 and 1351-1 of the French Civil Code.

## **ARTICLE 17. CONFIDENTIALITY**

All information, data, deliverables and/or know-how, whether or not covered by an intellectual property right, regardless of its form and nature (commercial, industrial, technical, financial, etc.), communicated by one Party (the "Holder") to the other Party (the "Recipient"), or of which they become aware during the performance of the Contract, including the terms of this Contract, will be considered confidential (hereinafter the "Confidential Information").

The following shall not be considered as Confidential Information: (i) information 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) information which is in the public domain on the date of acceptance of the Contract or which would become part of the public domain after such date without the cause of such being attributable to the failure by this Party to comply with its confidentiality obligations under the Contract, (iii) information which has been developed independently by the Recipient.

The Recipient undertakes to use the Holder's Confidential Information only in the context of the performance of this Contract, to protect the Holder's Confidential Information and not to disclose it to third parties, other than its employees, partners, affiliated companies and subcontractors who need to know it for the performance of this Contract, without the prior written authorisation of the other Party. The Parties undertake to take all necessary measures to ensure that their employees, collaborators, subsidiaries and subcontractors who have access to Confidential Information are informed of the confidential nature of the communicated information and comply with the obligations arising from this clause.

The Recipient may disclose the Holder's Confidential Information to a third party if such disclosure is strictly required by law or by a competent judicial or administrative authority or is strictly necessary to defend its interests in the context of legal proceedings.

Any breach of the undertakings given in this article by the Recipient shall constitute a serious breach of its obligations, shall incur its liability and shall give rise to a right to compensation for the loss thus suffered by the Holder.

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

In this respect, at the end of the Contract, for any reason whatsoever, each Party must either return to the other Party all documents containing Confidential Information, or provide proof to the other Party of the destruction of all Confidential Information in its possession. Under no circumstances may a copy of documents containing Confidential Information be kept by a Party without the exceptional written agreement of the other Party.

## **ARTICLE 18. SUBCONTRACTING**

The Client accepts that Cegid may freely subcontract all or part of its obligations hereunder. In the event of subcontracting, Cegid will remain solely liable for the proper fulfilment of the obligations entered into under the terms of the Contract.

The Parties agree that the provisions concerning subcontracting within the meaning of the Applicable Regulations are described in the appendix "Personal data protection policy".

## **ARTICLE 19. TRANSFER**

The Contract may be assigned or transferred in whole or in part by either of the Parties, subject to the written agreement of the other Party following notification of the draft transfer deed to the transferee. If the transferor does not respond within fifteen (15) days of this notification, this constitutes acceptance. "Such authorisation may not be withheld provided that the transfer is not made to a competitor of the transferee Party and/or does not cause proven and significant harm to the latter. In case of transfer, the transferor Party shall be discharged from its obligations within the context of the Contract and cannot be held jointly responsible for the execution of the Contract, from the date of notification of the transfer to the transferee Party.

## **ARTICLE 20. NON-SOLICITATION OF STAFF**

The Client expressly waives, for the duration of the performance of this Contract and for two (2) years following its termination, for any reason whatsoever, the right to hire or have employed, directly or indirectly through an intermediary, any Cegid employee involved in the negotiation or execution 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 damages.

## **ARTICLE 21. REGULATIONS**

### ***21.1. Social regulations***

Cegid undertakes to apply all the legal and regulatory provisions with which it is required to comply in terms of employment law and social legislation, and in particular to provide the Client, at its request, with any certificates that the latter may require. In any event, Cegid staff remain employees of the aforementioned company. It performs its duties under the direction, control and responsibility of Cegid, which is responsible for its administrative, accounting and social management throughout the performance of the Contract.

### ***21.2. 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 titled "Termination".

## **ARTICLE 22. GENERAL PROVISIONS**

### ***22.1. Independence of the Parties***

Each of the Parties is an independent legal entity, legally and financially, acting in its own name and under its own responsibility. The Contract does not constitute an association or a mandate given by one of the Parties to the other. Each Party therefore refrains from entering into any commitment in the name and on behalf of the other party, which it may in no case substitute.

### ***22.2. Entire agreement***

The Parties acknowledge that the documents listed in the article "Contractual documents" constitute the entire agreement between them relating to the subject matter of the Contract and supersede all prior oral and/or written undertakings between the Parties relating to the subject matter hereof. The Contract takes precedence over any other document, including any general terms and conditions of purchase of the Client. Unless expressly stipulated, the terms, conditions and obligations of this document shall prevail over all others.

### ***22.3. Regularisation***

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

- during the Initial Period, revise the Contract prices by up to eight (8) % of the price concerned twice per schedule year and per item ordered;
- during Extension Periods, revise prices twice per schedule year and per item ordered. If the Client does not accept the increase in the Prices invoiced during an Extension Period, the Client shall be entitled to terminate the Service 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 Contract 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.

### ***22.4. Headings***

The only purpose of the headings is to make the contractual documents easier to read. In the event that the heading of a paragraph or clause in a contractual document affects the understanding of the text, only the text of the paragraph or clause in question will be taken into account, and not its heading.

### ***22.5. Invalidity***

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

### ***22.6. No waiver***

The fact that one of the Parties does not claim a breach by the other Party to any of the obligations stated in the Contract, shall not be interpreted in the future as a waiver of the obligation in question.

### ***22.7. 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 within the framework of the Contract.

In addition, the Client undertakes to provide its testimonial at Cegid's request and for commercial reference purposes, in particular:

- when Cegid issues the access codes, explaining in particular the choice of Service and Cegid as service provider;
- during the Initial Period, highlighting the Service and the partnership with Cegid;
- Cegid may use the testimonials in any form whatsoever and in any territory whatsoever for the entire term of the Contract plus five (5) years.

### **22.8. Control of computerised accounting**

If the Service includes accounting or management application functionalities or cash register systems, the Client is hereby informed that, in accordance with Article L96-J of the French Tax Procedures Book, in the event of an audit of its computerised accounting in France, Cegid undertakes, for the duration of the Service and after expiry hereof until the end of the tax limitation period, to:

- provide the tax authorities with any documentation that may be useful in understanding the operation and use of the Service;
- co-operate with the Client in the event of such an inspection and assist the Client, at the Client's express request and for a fee to be mutually agreed, in responding to any request for information from the tax authorities.

If the Service includes accounting application functionalities, the Client is hereby informed that, in order to meet its obligations to retain accounting data, it has the option of extracting:

- the mandatory accounting records, in compliance with the standards mentioned in article L47-A of the French Tax Procedures Book;
- supporting documents in their original format if these documents are produced by the Service.

The Client is hereby informed that the Service does not constitute a solution for archiving accounting data and consequently undertakes to carry out the archiving operations required to control its computerised accounts itself.

### **22.9. Information provided by the Service**

Cegid and the Client declare that the information provided and used by the Cegid Service is authentic between them until proven otherwise.

### **22.10. Severability**

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

## **ARTICLE 23. CONTRACT DOCUMENTS**

The documents making up the Contract are:

- (a) the Purchase Order;
- (b) the Terms of Service;
- (c) these SaaS Service General Terms and Conditions;
- (d) the Technical Prerequisites;
- (e) Appendix Personal data protection policy.

In the event of any contradiction between the provisions of this document and those of any of the appendices (with the exception of the Terms of Service, which takes precedence over this document), the provisions of this document shall prevail.

## **ARTICLE 24. AMICABLE SETTLEMENT OF DISPUTES**

Any dispute that may arise during the performance of the Contract, relating in particular to its validity, interpretation, performance or termination, must be brought to the attention of the other Party by registered letter with acknowledgement of receipt, specifying the grievances, with a view to an amicable dispute settlement procedure, prior to any legal action or termination.

If the Parties reach an agreement, they will draw up a transaction which will prevent the introduction or continuation between them of legal proceedings having the same purpose, in accordance with articles 2044 to 2052 of the French Civil Code.

Failing an amicable settlement of the dispute within thirty (30) days of receipt of the letter referred to above initiating the amicable dispute settlement procedure, the Parties may take any legal action before the Courts designated in the "Applicable Law and Competent Courts" article.

The Parties are hereby informed that the procedure described in this Article constitutes a mandatory prerequisite to the commencement of legal proceedings. A Party that fails to comply with this procedure may be subject to a plea of inadmissibility by the other Party under Article 122 of the Code of Civil Procedure.

## **ARTICLE 25. APPLICABLE LAW AND COMPETENT COURTS**

This contract is governed by French domestic law in terms of both form and substance.

In the event of a dispute, the parties may bring their dispute before the competent courts of Lyon, to which they confer exclusive jurisdiction, notwithstanding multiple defendants or the introduction of third parties, even for emergency and precautionary proceedings, by referral or by petition.

## APPENDIX "PERSONAL DATA PROTECTION POLICY"

The provisions of this Appendix apply to the processing of Personal Data carried out under the Contract. It is understood that this appendix supplements the provisions of the Contract.

### **1. Definitions**

For the purposes hereof, the terms and expressions identified by a capital letter have the meaning indicated in the Contract, whether they are used in the singular or in the plural.

### **2. General principles**

2.1. You are reminded that, within the meaning of the Applicable Regulations and as part of the performance of the Contract:

- the Client acts as the controller of Personal Data or, where applicable, as a processor for its Clients;
- Cegid acts as a processor on behalf of and on the documented and lawful instructions of the Client.

In this respect, it is understood between the Parties that the expiry of the contract between the Client and one or all of its subsequent Clients will have no effect on the term of the Contract.

2.2. The Parties acknowledge that the performance of the purpose of the Contract and the use of the Service and its functionalities in accordance with its Documentation constitute the Client's documented instructions.

Any additional instructions from the Client must be made in writing, specifying the purpose concerned and the operation to be carried out. The implementation of any additional instruction will result in the prior drawing up of an estimate accepted by the Client if it exceeds Cegid's obligations under the terms of the Contract.

Cegid undertakes to inform the Client by any means within five (5) days of Cegid becoming aware of the instruction if it considers that it constitutes a breach of the Applicable Regulations. Cegid reserves the right not to implement instructions that it considers to contravene the Applicable Regulations.

2.3. It is understood that the Client alone has control over and knowledge of the Personal Data processed during performance of the Contract. The Client hereby guarantees to comply with all the obligations incumbent upon it in its capacity as a data controller or, where applicable, a data processor.

2.4. Unless applicable law requires the retention of such Personal Data and in accordance with the terms of the Contract, Cegid will delete the Personal Data and any copies thereof at the end of the Service or the provision of the Service in accordance with the terms of the Contract.

2.5. Cegid may transfer Personal Data strictly for the purposes of performing the Contract, subject to informing the Client in advance as described in Article 6 "Subprocessing" of this Appendix. In all cases, Cegid shall refrain from transferring Personal Data, without implementing the appropriate tools to supervise such transfers pursuant to Article 46 of the GDPR, outside:

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

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

### **3. Security of Personal Data**

3.1. Pursuant to Article 32.1 of the GDPR, Cegid implements the appropriate technical and organisational measures in order to guarantee a level of security appropriate to the risks. The means implemented by Cegid are listed in a dedicated document, the latest updated version of which is made available to the Client on request or on the Cegid website.

3.2. The Client is reminded that it remains responsible for the security and confidentiality of its systems and its Service access policy. It is the Client's responsibility to ensure that the uses and configuration choices of the service available to it meet the Prerequisites of the Applicable Regulations. It is understood that Cegid has no

obligation to protect personal data that are stored or transferred outside the Service by the Client or by Cegid on the Client's instructions and outside the performance of the Service.

3.3. Cegid ensures that its personnel authorised to process Personal Data undertake to respect the confidentiality thereof in accordance with the terms of this Appendix.

#### **4. Cooperation with the Client**

4.1. Cegid undertakes to inform the Client as soon as possible after receipt of any request, query or complaint sent to it by any data subject concerned by the processing of their Personal Data carried out within the framework of the Contract.

In its capacity as data controller, the Client or, where applicable, its end Clients, are solely responsible for the response to be given to the data subjects concerned and Cegid undertakes not to respond to their requests. In addition, given the nature of the processing of Personal Data, Cegid undertakes, using appropriate technical and organisational measures and insofar as possible, to provide the Client with the information in its possession in order to help the Client fulfil its obligations to follow up on such processing.

4.2. At the Client's written request, Cegid shall provide the Client, at the latter's expense if this request exceeds Cegid's obligations as a processor imposed by the Applicable Regulation and in particular those set out in Article 28 of the GDPR, with any useful information in its possession so that the data controller can comply with the Prerequisites of the Applicable Regulation concerning impact analyses and any prior consultations with the CNIL that may result therefrom.

#### **5. Notification of Personal Data breaches**

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

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

- the nature of the breach;
- the categories and approximate number of data subjects 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 remedy the personal data breach, including, where appropriate, measures to mitigate any negative consequences.

#### **6. Sub-processing**

6.1. The Client authorises Cegid to use sub-processors to carry out Personal Data processing activities, which are necessary for the performance of the Contract.

6.2. Cegid undertakes to use sub-processors who provide sufficient guarantees that appropriate technical and organisational measures have been implemented in order to meet the Prerequisites of the Applicable Regulations.

6.3. Cegid undertakes to contractually impose on its sub-processors a level of obligation at least as equivalent in terms of Personal Data protection as that set out in this Contract and by the Applicable Regulations. Cegid remains liable to the Client for the performance of its obligations by the aforementioned sub-processor.

6.4. Cegid undertakes to only use sub-processors who are:

- established in a country of the European Union or European Economic Area, or
- established in a country offering a sufficient level of protection by decision of the European Commission with regard to the Applicable Regulations, or
- if the two previous conditions are not met, after appropriate safeguards have been put in place in accordance with Article 46 of the GDPR.

6.5. The list of Cegid's sub-processors is provided to the Client when the Contract is signed. Cegid undertakes to inform the Client of any subsequent addition or replacement of sub-processors prior to such addition or replacement.

The Client may raise 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 is equivalent to its acceptance of the sub-processor.

In the event of an objection and following Cegid's response, if the Client maintains its position, the Parties undertake to meet and discuss in good faith in order to find a solution.

## **7. Compliance and audit**

Cegid shall make available to the Client, by e-mail or equivalent means that do not entail any additional costs for Cegid and at the Client's request, any document necessary to demonstrate compliance with Cegid's obligations as a processor under the Contract. The cost of any other means of transmission requested by the Client shall be borne by the Client.

The Client may request additional explanations from Cegid if the provided documents do not enable it to verify Cegid's compliance with its obligations as a processor under the Contract. In this case, the Client submits a written request to Cegid, by registered letter with acknowledgement of receipt, in which it justifies and documents its request for further explanation. Cegid undertakes to respond to the Client as soon as possible.

If, despite Cegid's response, the Client wishes to carry out an on-site audit, the terms and conditions of this audit will be as follows:

(i) the Client submits a written request for an on-site audit to Cegid by registered letter with acknowledgement of receipt, giving at least thirty (30) days' notice before the start of the period during which the audit date will be set (hereinafter the "Period"). The Client must indicate in this request the start and end dates of the Period. This Period must last at least three (3) weeks. Cegid will propose to the Client a date during this Period for carrying out the audit requested by the Client. The Parties also agree that an audit may not be carried out in June or December of each year;

(ii) the verifications carried out under the audit may take place on Cegid's premises where the IT resources of the infrastructure used to operate the Service and/or the data processing services are installed and provided that these verifications do not have the consequence of disrupting the operation of the Service and/or the performance of the services. The duration of the audit must not exceed two (2) working days, which will be invoiced by Cegid to the Client in accordance with the rates in force at the time the audit is carried out.

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

(iv) The auditors must give a formal undertaking not to disclose any information obtained from Cegid, regardless of the method of acquisition. The confidentiality agreement must be signed by the auditors prior to the audit and communicated to Cegid.

As part of the audit, Cegid will provide access to its premises and, in general, to the documents and persons necessary for the auditors to conduct the audit under satisfactory conditions. It is understood that this audit must not have the effect of disrupting the operation of the Service or the performance of services owed to Clients or to a third party.

The audit report will be made available to Cegid by the auditors before it is finalised, so that Cegid can make any observations. These will be included in the final report, which will have to respond to them.

The final report will then be sent to Cegid and will be the subject of a joint examination between the Parties.

In the event that the final report reveals breaches of the commitments made in respect of the performance of the Service, Cegid must propose a corrective action plan within a maximum period 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 that is not a public holiday in mainland France.

Barring an accidental event such as a breach of Personal Data or an inspection by the CNIL, audits may be carried out by the Client once during the Initial Period of the Contract if applicable and then once every three (3) years.

## **8. Description of the processing**

The nature of the operations carried out on the Personal Data and the purpose(s) of the processing are those set out in the Contract. The processing period is that of the Contract plus any reversibility period. The type of Personal Data processed and the categories of data subjects are described in a dedicated document available on request from the Client or, where applicable, on the online Client portal.

This description corresponds to the standard operation of the Service. It is the Client's responsibility to ensure that this description corresponds to the purposes and processing actually carried out and the personal data actually processed.