

# GENERAL TERMS AND CONDITIONS OF PROFESSIONAL SERVICES

## PREAMBLE

Cegid markets online application functionalities that it owns, as well as application functionalities designed and developed by other publishers, and offers implementation services for these application functionalities. The Client, wishing to acquire new IT tools, has subscribed to a SaaS Service governed by the separate SaaS Service Terms and Conditions of Use for SaaS Service with Cegid (hereinafter the "**SaaS Contract**").

Cegid has sent the Client a commercial proposal and/or documentation presenting the Services, which the Client acknowledges having read. The Client has been able to ensure the suitability of the Services for its own needs and, prior to entering into the Contract, to ask Cegid for any information that was necessary for it to enter into the Contract with full knowledge of the facts. For its part, the Client undertakes to provide Cegid with any information necessary for the proper performance of the Services. Any specifications or prerequisites document drawn up by the Client will only be taken into account by Cegid if it is appended to the Contract.

## 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 below, whether they are used in the singular or in the plural.

**Acceptance testing:** Refers to the operations required to ensure that the Initial Configuration and Data Transfer Services comply with the Purchase Order and the management rules communicated by the Client.

**Application:** Refers to both the Standard Application Features and the Initial Configuration.

**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 this document and its appendices listed in the "Contractual Documents" article, the Purchase Order and the Technical Prerequisites. In the event of any contradiction between the provisions of this document and those of any of its appendices, the provisions of this document shall prevail.

**Data Transfer :** Refers to the technical operations referred to in the Purchase Order. Their purpose is the partial or total incoming transfer of information generated by the Client's IT system and/or, where applicable, the support of the Client by Cegid in carrying out this transfer. This definition does not cover the reversibility of outgoing data.

**Deliverable:** Refers to any element and/or any document designed or produced as part of the Services. The list of Deliverables to be produced and delivered by either of the Parties is set out in the Purchase Order.

**Effective date:** Refers to the date of entry into force of the Contract as indicated on the signature page of the Purchase Order.

**Go-Live:** Refers to the operational go-live of the Application. The Go-Live takes place at the end of the Services.

**Initial configuration:** Refers to the configuration carried out by Cegid of the Standard Application Functionalities on the basis of the Client's management rules sent to Cegid by the Client after signing the Purchase Order.

**Personal Data:** Refers to the personal data that the Client processes as part of the performance of the Contract, within the meaning of Directive 95/46/EC and Law No. 78-17 of 6 January 1978, known as Informatique et Libertés and, as of 25 May 2018, regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and Law no. 78-17 of 6 January 1978 (known as the "GDPR"), this set of regulations being referred to hereinafter as the "**Applicable Regulations**".

**Purchase Order** Refers to the Client's order for Services, which may be placed online or in writing in accordance with the terms and conditions specified by Cegid. This document specifies the items ordered, the price of the Services, the Technical Prerequisites and includes the "SEPA Mandate" if applicable.

**SaaS service:** Refers to the service covered by the SaaS Contract.

**Sanctions:** Refers to (i) European Union sanctions and export control regulations, including those issued by the Council of the European Union; and (ii) United States sanctions and export control regulations, including those issued by the President of the United States and their administration, such as the Export Administration Regulations (EAR) and other regulations administered by the Office of Foreign Assets Control (OFAC) and the Bureau of Industry and Security (BIS).

**Standard Application Features:** refers to the standard application features accessible under the SaaS Service in accordance with the SaaS Contract.

**Schedule:** Refers to the provisional schedule for the performance of the Services defined by the Parties after signature of the Purchase Order and updated as and when the Services progress.

**Services:** Refers to the services provided by Cegid including the Initial Configuration, Data Transfer and Training as set out in the Purchase Order.

**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. 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 hardware and IT devices recommended by Cegid and which must be implemented and complied with by the Client in order to access and use the SaaS Service as described in the SaaS Contract.

**Third-party Application Functionalities:** Refers to the application functionalities for which a third party is the publisher and which are accessible under the SaaS Service in accordance with the SaaS Contract.

**Training convention:** refers to the agreement concluded between Cegid and the Client as part of the Training Services provided under the Contract. Its purpose is to define their mutual obligations concerning the conditions for carrying out the training course, in application of the provisions of the French Labour Code (Article L.6353-3) relating to the organisation of vocational training. The Training Agreement is sent by Cegid to the Client for each training course carried out under the Contract.

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

### **2.1. Signature of the Contract**

The Client is deemed to have read the Contract as defined in the "Definition" 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.

Unless otherwise stipulated in the Contract, any modification thereto must be the subject of an amendment duly signed by the Parties.

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 provides the Client with the Services.

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

The Client is informed that Cegid reserves the right to modify these general terms and conditions at any time, as well as the Technical Prerequisites and Appendix "Personal Data Protection Policy". The Client is informed of the said modifications on the Cegid website at <http://www.egid.com/fr/cgv/>, 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 concerned by indicating its refusal by sending Cegid a registered letter with acknowledgement of receipt. Such a refusal will result in the termination of 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 Service at the end of the aforementioned two (2) month period will constitute acceptance of the modification.

## **ARTICLE 3. ENTRY INTO FORCE – TERM**

The Contract comes into force on the Effective Date as determined on the signature page. This document shall remain in force until all the Services have been performed and paid for.

# **PROVISIONS RELATING TO THE SERVICES**

## **ARTICLE 4. SERVICES**

### **4.1. Provisions applicable to all Services**

The Services will be carried out and the Deliverables will be supplied by Cegid under a general best-efforts obligation.

The Parties agree that proper performance of these obligations requires close cooperation from the Client, as well as compliance by the Client with the obligations incumbent upon it under the Contract.

### **4.2. Acceptance testing**

#### ***i. Specific provisions for the acceptance testing of the Initial Configuration***

Any Go-Live of the Application, in whole or in part, shall constitute acceptance of the Initial Configuration.

As soon as the Acceptance testing is confirmed and the price due to Cegid is paid in accordance with the provisions of the Contract, the Application and its components become an integral part of the SaaS Service.

Their access and use by the Client and end users are therefore governed by the SaaS Contract, which applies in its entirety. The undertakings and guarantees given by Cegid in respect of the SaaS Service are then extended to the Application without restriction or addition.

#### ***ii. Provisions specific to the Data Transfer acceptance testing***

Any Go-Live of the Application, in whole or in part, shall constitute acceptance of the Data Transfer.

#### **4.3. Specific provisions for configuring Third-Party Application Functionalities**

Cegid holds all authorisations or licences from third-party publishers enabling it to carry out the Initial Configuration of Third-Party Application Functionalities at the Client's request.

Unless otherwise stipulated in the Contract, Cegid's Services in this context are governed entirely by the Contract and detailed in the Purchase Order. In this respect, all the provisions relating to the Acceptance testing and the price due to Cegid shall apply.

#### **4.4. Provisions specific to Training Services**

**Enrolments.** Enrolments are processed by Cegid in the order in which orders are received.

If the training date chosen by the Client is full on the day of enrolment, a new date will be offered to the Client. Enrolment will be confirmed by Cegid no later than eight (8) days before the start of the course.

**Participants.** The Client who enrolls a participant must ensure that the latter has the required level of knowledge set out in the training programmes and the motivation needed to understand and successfully complete the training course(s) provided. Participants attending each half-day training course agree to sign an attendance sheet provided by Cegid. In the case of a remote training service, the Client authorises the Cegid trainer to confirm their presence by entering their name and the words "**present**".

**Terms of execution.** The Training Services will be provided by Cegid as follows:

- Inter-company training services provided on premises made available by Cegid to a group of participants from several different companies.
- In-house training services provided on the Client's premises and given to one participant or a group of participants from the same company (up to a maximum of 8 participants).
- Remote training services provided live by the trainer and in interaction with the participant(s) via a web interface (Web-training) such as WebEx, Teams, etc. without direct interaction between the trainer and the participant(s) (e-learning training).

The training assessment procedures are specified in the training programme appended to the Training Agreement signed between Cegid and the Client.

At the end of the training, Cegid issues the Client a document certifying that the training has been completed.

#### **Coverage of the costs.**

- Inter-company training services: meal and travel costs remain at the Client's expense.
- In-house training services: the trainer's meal and travel expenses will be invoiced to the Client on a flat-rate basis in accordance with the conditions defined in the "Daily expense allowance" article of the "Purchase Order".
- Distance learning services: the Client must have an operational telephone and Internet connection. The Client is responsible for implementing these Technical Prerequisites.

**Coverage of training service costs by a funding body.** In the event that the Training Services are paid for by a funding body, they will be invoiced directly by Cegid to the Client and paid for by the Client in accordance with the stipulations of the "Payment Terms" article of the Training Convention. The preparation and follow-up of any file with a funding body, as well as any reimbursement requests submitted to the funding body for training services paid to Cegid, shall be the responsibility of the Client and fall exclusively under its liability.

#### **Cancellation and/or postponement of Services**

- Cancellation and/or postponement of a Training Service by the Client: the Client who wishes to modify or cancel a planned date for the completion of a Training Service must notify Cegid by e-mail, sent at least eight (8) working days before the date on which the Service is due to start.

- In the event of cancellation or postponement less than forty-eight (48) hours before the scheduled date of the Training Service, the Client will remain liable for one hundred (100) % of the price of the Service.
- In the event of a cancellation or postponement occurring between forty-eight (48) hours and eight (8) working days before the scheduled date of the Training Service, the Client will pay fifty (50) % of the price of the Service.
- If, in the absence of cancellation or postponement, under the conditions specified above, of a planned date for the provision of a Service, the Client does not attend the training session, insofar as their presence is required, the Client will remain liable for one hundred (100) % of the price of the Service.
- Postponement of a Service by Cegid:
  - An inter-company training course may be postponed if the number of participants is insufficient.
  - A Service may be postponed if the trainer/consultant or the means of transport initially planned are unavailable (strikes, bad weather). The Client will be notified as soon as possible after learning of the event.

Postponements caused by Cegid will not give rise to any compensation payable by Cegid or to any reduction in the price due to Cegid.

#### **4.5. Other Services**

The performance of any interface development service by Cegid shall be subject to a prior technical feasibility study, based on information to be provided by the Client, and a time estimate expressed in working days, set out in a quotation accepted by both the Client and Cegid.

### **ARTICLE 5. CEGID'S OBLIGATIONS**

Cegid will perform the Services in accordance with standard professional practices and within the framework of a general best-efforts obligation.

Cegid undertakes to:

- monitor the progress of the Services in accordance with the deadlines agreed between the Parties and keep the monitoring reports up to date;
- duly warn the Client, in a timely manner, of any risk of failing to meet the deadlines agreed between the Parties, so that the Parties may consult together on how to mitigate the delay and jointly establish a new schedule to replace the current one;
- inform the Client in a timely manner of any difficulties encountered by Cegid in the organisation or control of tasks carried out by the Client's staff or by third parties involved in the performance of the Services;
- warn the Client in the event of non-compliance with the Technical Prerequisites;
- warn the Client, should the latter issue additional or new requests during the performance of the Services, particularly in terms of the impact on the deadlines and on the technical and financial terms of the Contract.

### **ARTICLE 6. CLIENT'S OBLIGATIONS**

Following an active approach, the Client is responsible for:

- complying with the Technical Prerequisites to ensure the correct operation of the Application;
- validating documents within the deadlines set out in the Schedule and the Contract;
- communicating in a timely manner the information required and requested by Cegid or deemed useful by the Client for the proper performance of the Services;
- alert Cegid about any event concerning it that could affect the smooth running of the Services.

The Client guarantees that the information and documents provided to Cegid are or will be accurate, precise and unequivocal. Consequently, if anomalies in the Services provided by Cegid result from inaccurate or incomplete information or documents provided by the Client, Cegid cannot be held liable. The Client acknowledges that it is obliged to clearly express its needs and constraints during the performance of the Services in order to enable Cegid to perform the Services within the framework of the Contract.

The Client must take all necessary measures to protect its information system, in particular with regard to protection against viruses, worms and other hostile methods of intrusion.

## **ARTICLE 7. SCHEDULE**

Each of the Parties undertakes to perform the obligations incumbent upon it in accordance with the Contract within the periods specified in the Schedule.

In the event of non-compliance with its obligations by either of the Parties, they shall consult each other as soon as possible in order to:

- identify the causes of non-compliance with the Schedule;
- determine the means that can be envisaged to remedy this non-performance as quickly as possible;
- assess the possibility of postponing dates or deadlines that have not been met without any further changes to the Schedule.

In the event of persistent disagreement concerning the origin, consequences and measures to be taken concerning this delay, the procedure described in the article "Amicable settlement of disputes" will apply.

In any event, Cegid may not be held liable in any case where failure to meet a deadline is due to a breach by the Client of its obligations under the terms of the Contract.

## **ARTICLE 8. INTELLECTUAL PROPERTY**

### **8.1. *Intellectual property on Services excluding training***

Cegid is the sole owner of the intellectual property rights on the Standard Application Functionalities and on the deliverables resulting from the Services, such as configurations, interfaces as well as documents, studies, products and data produced or supplied by Cegid under the Contract (hereinafter the "**Results**").

All rights relating to the Results are and remain the property of Cegid, and this Contract does not transfer any property rights to the Client or create any joint ownership between the Client and Cegid of the Results.

Cegid grants the Client a right of access to and use of the Results in accordance with the terms, conditions and limits of access to and use of the SaaS Service as set out in the SaaS Contract.

Consequently, the Client undertakes not to make the Results available to third parties, directly or indirectly, in return for payment or free of charge, in any form whatsoever and for any reason whatsoever.

### **8.2. *Intellectual property on the content of the Training Services***

The content of Training Services refers to all content created, published or made accessible on or via an e-learning platform by Cegid, such as training materials, audiovisual content from the classroom training, digital training content, all teaching activities (in the form of modules), data, text, animated or non-animated images.

Cegid is the sole owner of the intellectual property rights to the content of the Training Services. This Contract does not transfer any property rights to the Client, nor does it create any joint ownership between the Client and Cegid of the content of the Training Services.

Cegid grants the Client a right to use the content of the Training Services in accordance with the terms, conditions and limits of access to and use of the SaaS Services as set out in the SaaS Contract. Consequently, the Client is not authorised to:

- use the content of the Training Services in a manner that does not comply with its intended purpose and the conditions laid down in the Contract, and in particular use it in a non-professional context;
- remove any mention of copyright, trademarks or any other intellectual property rights that may appear in the content of the Training Services;
- deactivate, circumvent or in any way undermine the technical protection measures that may be installed on the content of the Training Services and to refrain from any attempt of a similar nature;
- make any copy, backup, reproduction or representation, in whole or in part, of the content of the Training Services in any form whatsoever unless these acts are necessary for the use of the content of the Training Services in accordance with the Contract;

- carry out any translation, adaptation, arrangement or modification of the content of the Training Services;
- make available to third parties, directly or indirectly, for any reason whatsoever, disseminate, transmit, transfer, distribute or commercially exploit the content of the Training Services, by any means whatsoever and for any reason whatsoever, without the prior, express and written authorisation of Cegid.

The Client is responsible for ensuring that end users comply with these provisions and shall bear full liability, including where such users act without authorisation, outside the scope of their duties, or for purposes unrelated to their responsibilities. Cegid shall not be liable for any loss suffered by the Client as a result of use of the content of the Training Services that does not comply with the provisions of the Contract.

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

### **8.3. No transfer - Know-how of each Party**

The Contract does not transfer any intellectual property rights from one Party to the other. Each of them also remains the sole owner of the know-how which it possesses independently of this Contract or which it acquires during the performance of this Contract and consequently remains free to use it. Cegid will in all cases be free to carry out identical or similar services on behalf of other Clients.

## **FINANCIAL PROVISIONS**

### **ARTICLE 9. PRICES AND INVOICING TERMS OF SERVICES**

#### **9.1. Prices**

Prices are indicated in the "Items ordered" and "Purchase Order" sections or in the online 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. The price shall in no case be deemed a flat fee.

#### **9.2. Invoicing terms and conditions**

The Services will be invoiced as soon as they are performed. As the order is firm and final, Cegid reserves the right to invoice any service day ordered by the Client but not performed by Cegid due to reasons attributable to the Client, after a period of twelve (12) months. In addition, Cegid reserves the right to issue invoices electronically.

#### **9.3. 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- Method 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 10. TERMS OF PAYMENT**

### **10.1. Terms of payment**

Cegid invoices relating to the Services 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.

### **10.2. 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.

### **10.3. Payment default**

In the event that the Client fails to pay the price agreed between the Parties, and without prejudice to any other recourse that Cegid may take against the Client to obtain compensation for the loss suffered as a result of this failure, Cegid reserves the right, fifteen (15) days after sending a formal notice to pay, in the form of a registered letter, which has remained partially or totally without effect, to immediately suspend the performance of the Services and any services in progress until full payment of the sums due; and/or to terminate the current Contract by operation of, in accordance with the Article "Termination for Default", without the need for a further formal notice.

In addition, Cegid will charge late payment interest in accordance with the legal provisions in force, which may not be less than an annual rate of 5%, without the need for a reminder or prior formal notice. 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.

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.

### **10.4. General**



If the payment method is changed during the term of the Contract, the Client will be charged an administration fee of one hundred (100) euros (€). For each payment by cheque, the Client will be charged a handling fee of one hundred (100) euros (€).

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

The Client 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**

### **ARTICLE 11. CLIENT DATA AND SECURITY**

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

### **ARTICLE 12. PROVISION OF SERVICES TO SUBSIDIARIES**

The Client's Subsidiaries may benefit from the Services 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 benefit from the Services of the content hereof and undertakes to ensure that its Subsidiaries comply with it.

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.

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 to benefit from the Services under this Contract.

### **ARTICLE 13. COLLABORATION**

The proper performance of the Contract and the smooth running of the Services 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 Services 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 Services, 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 Services are performed.

In addition, the Client undertakes to maintain sufficiently competent, qualified and trained personnel throughout the performance of the Contract.

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

#### **14.1. Liability**

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

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 of invoicing for the Service(s) at the origin of Cegid's liability.

The ceiling on liability provided for above is exclusive of any other ceiling 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 one (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. WARRANTIES PROVIDED BY THE CLIENT**

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

## **ARTICLE 16. TERMINATION**

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

The Client may terminate the Contract by operation of law in the event of a breach by Cegid of its obligations under the articles "Cegid's Obligations", "Services", "Collaboration" and "Confidentiality" as well as those set out in Appendix "Personal Data Protection Policy", it being specified that termination of the Contract for breach of this appendix may only occur after an audit has been carried out by an independent third party at the Client's request confirming the alleged breach.

Termination shall be without prejudice to any damages and interest up to the limit and under the conditions set out in the "Liability" article of the Contract.

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

Cegid may automatically terminate the Contract in the event that the Client breaches its obligations under the articles titled "Client's Obligation", "Intellectual Property", "Prices and Invoicing Terms for Services", "Terms of

Payment", "Collaboration", "Confidentiality" and "Regulations", without prejudice to any damages and subject to compliance with the procedure described in the article below titled "Termination Procedure".

### **16.3. Termination procedure**

Prior to any termination in accordance with this Article, 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 month, by registered letter with acknowledgement of receipt notifying the breach(s) in question.

This formal notice will trigger the out-of-court 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.

### **16.4. Effects of termination**

Termination of the Contract will have no effect on the SaaS Contract, which will remain in force between the Parties according to the terms and conditions set out therein, in accordance with the "Severability" article.

## **ARTICLE 17. 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: a total or partial strike inside or outside Cegid, blockages of means of transport for any reason whatsoever, the compulsory liquidation of one of its suppliers or subcontractors, the blockage or disruption of means of communication, telecommunications or postal services.

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 ipso jure 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 18. 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 the Recipient 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 this 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 19. 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 20. 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 21. 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 22. REGULATIONS**

### **22.1. 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.

If Cegid's employees are required to work on the Client's premises in order to perform the Contract, Cegid undertakes to comply with the health and safety rules in force at the Client's premises, which will have been communicated to Cegid by the Client, and to give all instructions to its employees in this respect. 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.

## **22.2. 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 23. MISCELLANEOUS PROVISIONS**

### **23.1. 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.

### **23.2. Entire agreement**

The Parties acknowledge that the documents listed in the definition of the term "Contract" 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.

### **23.3. 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 article "Price Indexation" of the Contract, Cegid may, without prejudice to the application of these provisions, revise the prices, twice per schedule year and per item ordered. If the Client does not accept the increase in invoiced prices, the Client shall be entitled to terminate the Contract by registered letter with acknowledgement of receipt sent within thirty (30) days of the date of issue of the invoice containing the new invoiced amounts. 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.

### **23.4. 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.

### **23.5. 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.

### **23.6. 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.

### **23.7. 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.

## **ARTICLE 24. SEVERABILITY**

By express agreement between the Parties, in the event of the invalidity, termination, cancellation or lapse of this Contract, the SaaS Contract will remain in force under the terms and conditions set out herein.

## **ARTICLE 25. CONTRACT DOCUMENTS**

The documents making up the Contract are:

- (a) The Purchase Order;
- (b) The Technical Prerequisites;
- (c) This document;
- (d) Appendix 1: Personal data protection policy.

In the event of any contradiction between the provisions of this document and those of any of its appendices, the provisions of this document shall prevail.

## **ARTICLE 26. 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 27. APPLICABLE LAW AND COMPETENT COURTS**

This Contract is governed by French internal law in terms of both form and substance.

If the amicable settlement procedure referred to in the "Amicable settlement of disputes" article above does not enable the parties to reach an amicable agreement, 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 proceedings and precautionary proceedings, in chambers 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 5 "Subcontracting" 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.