

GENERAL TERMS AND CONDITIONS FOR SAAS SERVICES

WHEREAS

Cowcross Limited, a company wholly owned by Cegid SAS, hereinafter referred to as "Cowcross", markets application services accessible online of which it is the owner. The SaaS services offered by Cowcross are designed to satisfy the needs of the greatest number of Cowcross clients.

The Client wishes to acquire new information technology tools and to use a SaaS service offered by Cowcross in connection with its business operations.

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

THE FOLLOWING IS THEREFORE NOW PROVIDED AND AGREED:

CLAUSE 1. DEFINITIONS

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

Agreement: Means either:

- a set of documents including or incorporating by reference the "Description of Items Ordered", the "Order Form" and the "SEPA Mandate" (if applicable and issued), these Terms and Conditions for SaaS Services, as well as the Terms of Service and the Technical Prerequisites and any other general terms and conditions applicable to ordered elements referred to in the "Description of Items Orders"; or
- an order placed online that is validated by an authorized signatory of the Client and that includes or incorporates by reference the "Description of Items Ordered" (indicating the quantity and price of such items), the "SEPA Mandate" (if applicable), these terms and conditions, as well as the Terms of Service and the Technical Prerequisites and any other general terms and conditions applicable to ordered elements referred to in the "Description of Items Orders".

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

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

- Client Data:** Means information and data (including Personal Data), of which the Client is the owner and/or controller and that the Client enters, fills in, transmits, collects, stores and or processes in connection with performance of the Agreement.
- Documentation:** Means the information made available by Cowcross describing the methods for use of the Service, in the form of user documentation accompanying the Service and/or online help.
- Effective Date:** Means the date that the Agreement comes into effect, as indicated on the signature page on the Order Form.
- Extended Service Period:** Shall have the meaning given in Clause 'Effective Date – Term'.
- Initial Service Period:** Shall have the meaning given in Clause 'Effective Date – Term'.
- Personal Data:** Means any information relating to an identified or identifiable natural person as defined in more detail in the applicable data protection and privacy legislation in force from time to time in the UK, including the General Data Protection Regulation ((EU) 2016/679 – “GDPR”) and the Data Protection Act 2018 (collectively “Applicable Regulations”), that Client processes in connection with the performance of the Agreement.
- Price:** Refers to the prices defined in the Agreement.
- Service:** Means the standard application functionalities delivered online of Cegid Retail Store Excellence, as well as Updates and Support, invoiced as a subscription and/or on a usage basis. The Services are intended for professional use.
- Service Activation:** Means the activation of the Service by Cowcross.
- Subsidiary:** Means any subsidiary of the Client as defined in section 1159 of the Companies Act 2006 which can benefit from the Service provided by Cowcross to the Client within the conditions of this Agreement. By exception, subsidiaries directly or indirectly (through intermediaries) operating a business that competes with Cowcross shall not be regarded as Subsidiaries.
- Support:** Means assistance to the Client in case of failure of the Service to operate in all material aspects in accordance with the Documentation as specified in the Terms of Service.
- Technical Prerequisites:** Means the latest version of the list of characteristics of the hardware and computer devices of the Client recommended by Cowcross which must be implemented and complied with by the Client to access and use the Service. The Technical Prerequisites may be amended by Cowcross from time to time and the latest updated version will be available on Cegid’s website, which is permanently accessible at: <https://www.cegid.com/global/terms-and-conditions/> or at any other website address that Cowcross will communicate to Client. It is the Client's responsibility to upgrade its User Workstations according to any modifications made to the Technical Prerequisites.
- Term:** Means the Initial Service Period and any Extended Service Period.
- Terms of Service:** Means the document describing the specific conditions related to content, limitations, term, Support, performance and invoicing applicable to the Service. The Terms of Service may be updated pursuant to Clause “Amendments of Terms of Service” and the latest version of the Terms of Service is accessible at all times on Cegid’s website <https://www.cegid.com/global/terms-and-conditions/> or any other website address notified by Cowcross. The Terms of Service prevail over these terms and conditions, except expressly provided herein.
- Updates:** Means modifications, adaptations and error corrections made in Cowcross’s sole discretion to the existing standard application functionalities accessible as part of the Service, excluding adaptations and modifications requiring a re-write of a substantial portion of the existing standard application services. The Updates are provided according to the Terms of Service.
- User Workstation:** Means the hardware and information technology equipment of the Client allowing it to access the Service. The User Workstation must comply with the Technical Prerequisites.
- User:** Means, under the Client’s responsibility, any natural person authorized by the Client to use the Service, as further defined below in Clause “Right of Access”.

CLAUSE 2. ACCEPTANCE OF THE AGREEMENT - PURPOSE

2.1. Acceptance of the Agreement

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

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

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

2.2. Purpose

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

2.3. Modification of the General Terms and Conditions for SaaS Services

The Client is hereby informed that Cowcross reserves the right to modify these General Terms and Conditions for SaaS Services at any time. The Client is informed of the said modifications on the Cegid website at <https://www.cegid.com/global/terms-and-conditions/>, which it undertakes to refer to regularly. The Client may refuse these modifications within a period of two (2) months following the publication by Cowcross of the modification by indicating its refusal by sending Cowcross 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 Cowcross 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.

CLAUSE 3. EFFECTIVE DATE – TERM

The Agreement takes effect on the Effective Date and remains in force for the Term of the Service, unless terminated earlier in accordance with Clause "Termination".

Except as stated otherwise in the Terms of Service, the Service is concluded for an initial service period of thirty-six (36) months, commencing on Service Activation (**Initial Service Period**). Unless terminated earlier in accordance with Clause "Termination" or this Clause, the Service will automatically extend for twelve (12) months (**Extended Service Period**) at the end of the Initial Service Period and at the end of each Extended Service Period. Either Party may give written notice by registered mail to the other Party, not later than six (6) months before the end of the Initial Service Period or the relevant Extended Service Period, to terminate this Agreement at the end of the Initial Service Term or the relevant Extended Service Term, as the case may be..

Activation of a supplementary optional service in the course of provision of the Service will not modify the Term.

PROVISIONS CONCERNING THE SERVICE

CLAUSE 4. SCOPE OF THE SERVICE

The list of standard application functionalities accessible as part of the Service as ordered by the Client is specified in the "Description of Items Ordered" or in the online order form.

CLAUSE 5. SERVICE ACTIVATION:

Service Activation is effective when Cowcross notifies the Client of the first Service access codes.

CLAUSE 6. RIGHT OF ACCESS TO THE SERVICE

6.1. *Right of access*

Cowcross, subject to the provisions of the Agreement and the Client's payment in full of the subscription fees provided in the "Description of Items Ordered" or in the online order form, grants to the Client a non-exclusive, non-transferable, non-sublicensable right to permit the Users to use the Service and the Documentation during the Term for the Client's internal business operations. This right to use the Service is limited to a number of logical or physical systems (e.g.: stores and users) as fixed in the "Description of Items Ordered" and "Order Form" or in the online order form and if applicable, in the Terms of Service.

Client's Subsidiaries may use the Service provided by Cowcross to the Client under the Agreement under the same conditions as the Client. The Client must give notice of the contents of the Agreement to its Subsidiaries that wish to use the Service. The Client shall ensure that its Subsidiaries comply with all obligations under the Agreement and, in particular, that they will use the Service in compliance with the terms of the Agreement; their use shall not exceed the limits or thresholds fixed in the "Description of Items Ordered" or in the online order form. The Client represents and warrants that its Subsidiaries will comply with the provisions of the Agreement, and any breach of the Agreement by its Subsidiaries will be deemed a breach by the Client. In the event of non-compliance with any of the provisions of the Agreement by one of the Client's Subsidiaries, Cowcross may directly contact the Client to obtain compensation without any requirement for a formal notice to the Subsidiary concerned. Any Subsidiary that for any reason ceases to be a Subsidiary as defined hereinabove shall immediately and automatically forfeit its right to use and access the Service and/or to benefit from the Services under the Agreement. A right to access the Service may be granted to such company subject to execution of a SaaS agreement with Cowcross that, among other things, provides the financial conditions for the supply of the Service.

6.2. *Intellectual property*

The Client acknowledges and agrees that Cowcross and/or its licensors own all intellectual property rights in the Service and the Documentation.

Cowcross shall retain all rights, including the right to make corrections, to the Service. Any request dealing with the interoperability of the Service with any third party tool, including third-party tools under open source license, shall be submitted to Cowcross via registered mail.

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

This Agreement does not confer on the Client any property rights concerning the Service, its technology or the intellectual property rights of Cowcross. The Client shall not cause any damage whatsoever to the Service or notably use the Service other than for its intended purpose according to the conditions in the Agreement. Consequently, the Client shall refrain from any reverse engineering of the Service with a view to creating a competing product or Service and/or copying or reproducing any functionalities, functions or graphic attributes of the Service. The Client:

- undertakes to solely use the Service in conformity to its Documentation for the sole purposes of its professional activity;
- is solely liable for the contents published and/or downloaded via the Services and is solely liable for the nature, content, accuracy, integrity and legality of the Client Data sent to Cowcross in the frame of the Service and for the resulting operations. In particular, considering the authorized use of the Service by the

Client, the latter shall refrain from sending or storing non-professional data and more generally any data which is unlawful, obscene, defamatory, or illegal data or data violating third party rights, protection of children or other privacy rights;

- undertakes to refrain from distributing the Service, making it available to third parties or leasing it unless otherwise specified in the corresponding Terms of Service;
- undertakes not to distort or interfere with the integrity or implementation of the Service or the data it contains;
- undertakes not to seek to obtain unauthorized access to the Service or systems or networks associated with it.

CLAUSE 7. CONDITIONS OF EXECUTION OF SERVICE

7.1. Supply of the Service

Cowcross agrees to use reasonable skill and care in supplying the Service as provided by the Terms of Service, which specifies among other things the content, limitations, term, associated procedures and methods for establishing Updates and Support.

7.2. Responsibilities of the Client

The Service shall be used by the Client under its sole control, direction and responsibility. The Client shall act as guarantor for compliance by Users, Subsidiaries and their Users under this Agreement. Without limiting the foregoing, the Client is responsible for:

- adopting and maintaining procedures and measures to protect its User Workstations, hardware, software, and passwords, including against any virus or intrusion;
- obtaining and maintaining all necessary licences, consents, and permissions necessary for Cowcross, its contractors and agents to perform their obligations under this Agreement, including without limitation the Service;
- compliance with the latest updated version of the Technical Prerequisites;
- selecting, obtaining and maintaining all required internet access and telecommunications;
- being, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet;
- appointment, among its personnel, of a preferred contact for Cowcross acting as SaaS administrator for the Client, for the Service;
- use of login or access codes sent to it by Cowcross on execution of the Service. It shall ensure that no unauthorized person has access to the Service; and
- errors committed by its personnel and Users while connected to or using the Service, notably concerning internet access and browsing.

Cowcross disclaims all liability for the quality and electronic transmission of data using telecommunications networks and more generally the quality and reliability of the internet connection between the Client's User Workstations and the Service access point. In addition, Cowcross shall not be responsible for accidental destruction of the Client's data by the Client or a third party accessing the Service without any fault of Cowcross.

Cowcross reserves the right to charge the Client for any time Cowcross must spend to research the causes of any incidents arising from acts other than (i) those committed by Cowcross or (ii) that have resulted from the Services that Cowcross provides.

7.3. Exclusions from the Service

The following are excluded from the Service:

- any services relating to installation and satisfactory functioning of the User Workstation and the Client's infrastructure (telecommunications, networks, security equipment) allowing the Client to access and use the Service;
- resolutions of problems caused by error or incorrect operation by Users.

7.4. Performance of the Service

Cowcross undertakes to provide the Service in accordance with its Documentation and the provisions of the corresponding Terms of Service. Cowcross does not warrant that the Service is exempt from any defect, but shall use reasonable endeavours to remedy with all reasonable possible diligence any reproducible errors in the Service observed with reference to the Documentation.

Cowcross 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 Agreement, any reproducible anomalies in the Service that are found in relation to its Documentation.

Neither does Cowcross 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 Agreement. 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, Cowcross makes no other guarantee commitment other than that provided for in the Agreement.

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

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. Cowcross cannot be held liable for incomplete, irregular or erroneous declarations through no fault of its own.

7.5. Development of the Services

Cowcross will remain solely responsible for the development of the Service notably regarding technological developments. Cowcross without constraint, may design, organize and size the Service, modify it and upgrade it if necessary with partners and suppliers of its choice without the prior written consent of the Client, provided this does not reduce Cowcross's undertakings in the Terms of Service.

7.6. Amendment of Terms of Service

Cowcross may amend the Terms of Service on one (1) month's prior notice to Client by mail or email to its SaaS administrators and/or any other appropriate means.

At the end of one (1) month notice period, if the Client has not terminated the Agreement as permitted by Clause "Termination of the Agreement by the Client pursuant to Clause Amendment of Terms of Service", the Client will be deemed to have accepted the amended Terms of Service. The latest version of the Terms of Service shall be permanently accessible on the Cegid website <https://www.cegid.com/global/terms-and-conditions/> or any other website address notified by Cowcross.

Notwithstanding the foregoing, Cowcross may amend the Terms of Service to comply with any law or regulation. In such case, Cowcross will make every effort to notify the Client of the amendment within a reasonable timeframe.

7.7. Upgrades

The Client is informed that legislative changes may, at any time, render the standard application functionalities accessible as part of the Service out of date. As part of the Service, Cowcross will Update the standard application functionalities accessible in respect of the Service so that they comply with the new legal provisions, provided that such modifications or updates do not require re-writing a substantial part of the existing application functionalities.

The Client is also informed that advances in technology, and changes in legislation and in the requests of its customers may lead Cowcross to carry out Updates, which may lead to changes in the Technical Requirements for which Cowcross cannot be held liable, along with an increase in the Agreement Prices.

CLAUSE 8. CLIENT DATA

8.1. Personal Data

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

8.2. Client Data Location

Unless otherwise provided in the Terms of Service, the Client Data is localized at one or more sites in the European Union.

8.3. Non-use of Client Data

The Client remains the owner of the Client Data. Excluding the use described in Clause "Use of Statistical Information," Cowcross shall refrain from using, modifying, assigning or transferring to a third party, in whole or in part, whether or not for consideration, the Client Data which may have been communicated to Cowcross by the Client for implementation of the Service, for purposes other than purposes of the Agreement.

The Client shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Client Data.

8.4. Return of Client Data

Upon expiry or on termination of the Agreement, access to the Service are closed on the last day of the Service. The Client shall, before that date, (i) retrieve accessible Client Data using the Service functionalities or (ii) request Cowcross to provide a copy of its latest backup of the Client Data. Unless otherwise provided in the Terms of Service, the return of the latest backup of the Client Data by Cowcross will be made in a market standard format by download or for large files, by optical disc or other physical medium in the frame of a service billable at the current rate.

Unless otherwise provided in the Terms of Service, Cowcross will begin deleting Client Data (both production Client Data and back-up copies) sixty (60) days following the effective date of expiration or termination of the Agreement, in accordance with Cowcross's policy as regards to backup retention.

8.5. Use of statistical information

Notwithstanding Clause "Non-use of Client Data," Cowcross may use Client Data as and to the extent necessary to prepare its invoices, develop usage statistics and to provide support to the Client

Cowcross may also compile and publish anonymized aggregate statistics, provided they do not identify the Client's Confidential Information and do not include any Personal Data. Cowcross shall retain all intellectual property rights over the results of such statistical analysis.

CLAUSE 9. SECURITY OF THE SERVICE

9.1. Management of security

Cowcross shall implement state of the art technical measures to ensure physical and logical security of the servers and networks under its responsibility and control. Each Party will promptly notify the other Party on becoming aware of any fact likely to constitute an attack on the physical or logical security of the environment of the other Party (e.g. attempted intrusion).

9.2. Security of standard application functionalities

Cowcross shall implement the measures necessary to prevent access to the Service and Client Data, except to persons authorized by Cowcross and persons authorized by the Client.

9.3. Security of connections

To ensure confidentiality of data transiting between the User Workstation and the Service access point, all connections are secure. The flow of data, using non-secure telecommunications network uses acknowledged security protocols, for example HTTPS or SFTP (based on Secure Shell - SSH).

9.4. Security of Client Data

Cowcross shall implement state of the art measures to preserve the security of Client Data and prevent unauthorized modification, loss or disclosure, including by:

- adopting all useful measures according to state of the art to avoid any fraudulent use or misappropriation of Client Data;
- refraining from making copies of documents and media containing Client Data entrusted to it, except those strictly necessary for provision of the Service;
- respecting confidentiality and refraining from disclosing Client Data to other persons, whether private or public, legal or natural, except to the extent disclosure is required by law or a competent administrative or judicial authority, or is necessary in connection with a judicial action pursuant to Clauses "Amicable Disputes Resolution" and "Applicable Law and Jurisdiction".

Cowcross shall ensure logical separation between Client Data and the data of other clients.

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

FINANCIAL PROVISIONS

CLAUSE 10. PRICES AND INVOICES

10.1. Prices

The prices of Service Activation and the Service are indicated in the "Description of Items Ordered" and "Order Form", or in the online order form. All prices listed are exclusive of VAT and all other charges, taxes, duties or fees payable by the Client under the regulations in force on the date that Cowcross's invoice is issued to the Client and which shall remain the Client's sole responsibility.

10.2. Invoices

Service Activation will be invoiced upon execution of the Agreement. Cowcross reserves the right to issue invoices electronically.

Unless otherwise stated in the Terms of Service, the Service will be invoiced annually in advance.

The first invoice for subscription Services shall be sent on the date that Cowcross notifies the Client of the Service access codes (effective Service Activation), or on the first day of the following month. Cowcross will invoice Services on the basis of calendar periods and not anniversary periods. If applicable, the first and/or the last invoice will be prorated for partial calendar periods.

Moreover, if the Client has subscribed to services from Cowcross under several agreements, Cowcross also reserves the right to invoice the Clients for all services ordered under the Agreement, as well as for Services ordered under other agreements in a single invoice.

In cases where a Client has entered into multiple contracts with Cowcross and two or more of the contracts have different invoice periods, Cowcross reserves the right to invoice the Services under all of the contracts together with a uniform invoicing period. This invoicing period will be decided by Cowcross between the invoicing periods of the relevant contracts.

If the Client consumes more of a Service than the access threshold specified in "Description of Items Ordered" or in the online order form, Cowcross may invoice the Client for the overage at the rates then-currently in effect plus fifty (50) %, combined with an adjustment invoice covering all periods since the threshold was exceeded.

10.3. Indexation

a- Index

Every year, on its anniversary date, the Agreement Prices are automatically revised by applying the latest SYNTEC index known on the indexation implementation date. This revision will take place for the first time on 1 January of the year following the date of signature of the Agreement, in proportion to the period elapsed between the date of signature of the Agreement and the revision date. The new price will be calculated according to the following formula: $\text{Price} = P0 \times (\text{index } 2 / \text{index } 1)$

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".

CLAUSE 11. PAYMENT

11.1. Payment

11.1.1. Service Activation fees

Upon execution of the Agreement, the Client shall pay Cowcross the total amount for Service Activation inclusive of taxes if the total amount is less than or equal to one thousand five hundred Pound Sterling exclusive of taxes (£1,500). If the total fees for Service Activation exceeds one thousand five hundred Pound Sterling exclusive of taxes (£1,500), the Client shall pay Cowcross, upon execution of the Agreement, by wire transfer or direct debit, a minimum advance of thirty (30%) percent of the total amount of the Service Activation fees; said advance shall not be less than one thousand five hundred Pound Sterling exclusive of taxes (£1,500).

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

11.1.2. Service fees

Any invoices due to Cowcross in relation to any Services (including Services ordered online) shall be paid by the Client by direct debit without discount within thirty (30) days of the invoice's issuance. The Client agrees to provide its bank details (IBAN and BIC) and to complete the SEPA Mandate in paper or electronic form. If the Client successively signs several contracts and chooses to pay Cowcross by direct debit each time a payment is due, the Client shall thereby accept that each of the contracts will be regulated by a single direct debit mandate, of which the amount may vary, in light of the addition and termination of other contracts over time.

The provisions of this Clause will apply to all Services except for Services governed by Terms of Service that have bespoke payment terms provisions.

11.2. Client custom

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

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

11.3. Payment default

Should the Client fail to its obligation to pay the price agreed between the Parties, and without prejudice to any other recourse that Cowcross may take against the Client to obtain compensation for the loss suffered as a result of this default, Cowcross reserves the right, fifteen (15) days after sending formal notice to pay via registered letter that remains partially or totally unheeded, to suspend the Service and any services in progress until full payment of the amounts due, and/or to terminate the current Agreement as of right, in accordance with the "Termination" clause, without the need for any further formal notice.

In addition, Cowcross will invoice non-releasing late-payment interest equal to three (3) times the legal interest rate in force and not less than an annual rate of 5% without the need for any reminder or prior formal notice. This interest will be calculated per day of delay from the first day of delay until full payment by the Client of all amounts due to Cowcross.

The Client will also be automatically liable for a fixed charge of forty pound sterling (£40) for the recovery costs incurred by Cowcross.

These indemnities will not be applied if the Client proves that it is the subject of receivership or compulsory liquidation.

11.4. General

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

GENERAL PROVISIONS

CLAUSE 12. COOPERATION

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

- actively commit to fulfillment of its obligations under the Agreement;
- refrain from any conduct which could affect and/or hinder fulfillment of the other Party's obligations;
- provide by a mutually agreed-upon date, all information and documents necessary for implementation of the Agreement;
- alert the other as quickly as possible in the case of difficulty and agree on deploying the best possible solution as promptly as possible.

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

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

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

CLAUSE 13. INDEMNITY – LIABILITY – INSURANCE

13.1. Indemnity

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

- the Client is given prompt notice of any such claim;
- Cowcross provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and
- the Client is given sole authority to defend or settle the claim.

13.2. Liability

Except as expressly and specifically provided in this Agreement:

- the Client assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Client, and for conclusions drawn from such use. Cowcross shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Cowcross by the Client in connection with the Services, or any actions taken by Cowcross at the Client's direction;
- all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
- the Services and the Documentation are provided to the Client on an "as is" basis.

Nothing in this Agreement excludes the liability of Cowcross:

- for death or personal injury caused by Cowcross's negligence; or
- for fraud or fraudulent misrepresentation.

Subject to the aforementioned:

- Cowcross shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
- Cowcross's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total fees paid by the Client for the Services during the 12 months immediately preceding the date on which the claim arose.

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

13.3. Insurance

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

CLAUSE 14. TERMINATION

14.1. Termination of the Agreement for material breach

Each Party may terminate the Agreement as of right for cause if the other Party commits a material breach of its obligations under this Agreement without prejudice to any other rights and remedies available to Cowcross. Termination of the Agreement shall take effect three (3) months after receipt by the other Party of a notice by

registered mail detailing the breach, unless the Client proves it has remedied the breach before the end of the notice period.

14.2. Termination of the Agreement for breach of the availability rate

The Client may terminate the Agreement for cause if the Service, for a period of three (3) consecutive months, fails to meet the availability rate as indicated in the Terms of Service, without prejudice to any other rights and remedies available to the Client under the Agreement. Termination of the Agreement shall take effect three (3) months after receipt by Cowcross of a registered mail detailing the breach, unless Cowcross proves it has remedied the breach before the end of the notice period.

14.3. Termination of the Agreement by the Client pursuant to the Clause “Amendment of Terms of Service”

The Client may terminate the Agreement by sending a notice via registered mail to Cowcross if Cowcross amends the Terms of Service pursuant to Clause “Amendment of Terms of Service” and in a manner materially reducing Cowcross’s obligations as regards to availability rates, management of backups and access conditions to Support. Neither Party shall be liable to the other because of such termination.

The Client’s notice under this Clause will refer to this Clause and be sent by the Client to Cowcross within one month of notification by Cowcross of the amendment. Termination of the Agreement shall take effect six (6) months after the date of the Client’s notice in order to allow the Client time to arrange an alternative solution.

14.4. Effect of termination

In the event of termination, the Client shall cease to use the Service from the day of termination of the Agreement. The provisions of Clause “Return of Client Data” shall then apply.

CLAUSE 15. FORCE MAJEURE

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

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

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

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

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

In the event of termination of the Agreement for a Force Majeure Event, Cowcross undertakes to deploy the resources available to it to retrieve a maximum amount of Client Data.

CLAUSE 16. CONFIDENTIALITY

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

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

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

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

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

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

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

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

CLAUSE 17. SUBCONTRACTING

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

The Parties agree that provisions pertaining to sub-processors are inserted in Data Processing Appendix.

CLAUSE 18. ASSIGNMENT

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

CLAUSE 19. REGULATIONS

19.1. Social Regulations

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

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

CLAUSE 20. MISCELLANEOUS PROVISIONS

20.1. Independence of the Parties

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

20.2. Entire Agreement

The Parties acknowledge that the Agreement and all other terms and conditions incorporated by reference herein, contains all the terms agreed between the Parties concerning the subject matter of the Agreement, and replace all prior, whether verbal or written, undertakings concluded between the Parties concerning the subject

matter hereof. The Agreement prevails over any other document, including any general terms and conditions of purchase of the Client.

20.2 Regularisation

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

- (i) during the Initial Period, revise the Agreement prices by up to eight (8) % of the price concerned twice per schedule year and per item ordered;
- (ii) 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 Agreement will then remain in force, under the pricing conditions of the previous invoice, until the end of the sixth (6th) month following the month in which the invoice in question was issued.

20.3 Amendments

Except for the Terms of Service which may be amended by Cowcross pursuant to the procedure defined in the Clause "Amendments of Terms of Service" and the Technical Prerequisites which may be upgraded, the Agreement shall not be modified or amended except by written amendments signed by duly authorized representatives of the Parties.

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

20.4 Headings

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

20.5 Severability

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

20.6 Non-waiver

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

20.7 Know-how

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

20.8 Commercial Reference

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

In addition, the Client undertakes to communicate publicly for purposes of commercial reference, upon Cowcross' request, at least as follows:

- A testimonial at the time of Service Activation explaining, in particular, the selection of the Service as well as Cowcross as the service provider;
- A second testimonial later, during the Initial Service Period, highlighting especially the Service and the partnership with Cowcross.

20.9. *Information provided by the Service*

Cowcross and the Client declare that information provided and processed by the Service shall be admissible between them, in the absence of any proof to the contrary.

CLAUSE 21. APPLICABLE LAW AND JURISDICTION

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

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

Data Processing Appendix

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

1. General principles

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

- the Client acts as controller of Personal Data or, where appropriate, as processor of its clients;
- Cowcross acts as processor only on behalf of and according to the documented and lawful instructions of the Client.

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

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

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

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

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

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

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

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

2. Security of Personal Data

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

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

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

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

3. Cooperation with the Client

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

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

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

4. Notification of Personal Data breaches

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

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

- the nature of the breach;
- the categories and the approximate number of data subjects affected by the breach;
- the categories and the approximate number of Personal Data records concerned;
- describe the likely consequences of the personal data breach;
- the description of the measures taken or proposed by Cowcross in order to address the Personal Data breach, including, where appropriate, measures to mitigate its possible adverse effects.

5. Subprocessing

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

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

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

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

- established in a member state of the European Union or the European Economic Area, or
- established in a third country recognised by the European Commission as ensuring an adequate level of protection in application of the Applicable Law, or
- with the appropriate guarantees pursuant to article 46 of the GDPR.

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

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

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

6. Compliance and audit

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

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

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

- (i) the Client addresses a written request for an on-site audit to Cowcross, by registered letter with an acknowledgement of receipt, justifying and documenting its request;
- (ii) Cowcross undertakes to provide a response to the Client within thirty (30) days following the date of the reception of the request specifying the scope and the conditions of the on-site audit. The verifications carried out on this audit shall take place at Cowcross's premises where the IT means of the infrastructure are placed for operating the Service and/or any services as processor, and as far as those verifications will not disrupt the performance of the Service and/or any services. The duration of the audit may not exceed two (2) business days that will be invoiced by Cowcross to the Client according to the applicable rates during the course of the audit. If another audit is scheduled on the same date, Cowcross may postpone the audit without exceeding fifteen (15) working days from the initial date of audit.

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

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

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

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

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

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

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

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

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

7. Description of the processing

The nature, purpose and the duration of the processing, the Persona Data processed, the categories of data subjects are described in a specific document available at the request of the Client.

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