

GENERAL TERMS AND CONDITIONS OF USE FOR SAAS SERVICES

PREAMBLE

Cegid markets online application functionalities that it owns, as well as application services designed and developed by third parties (SaaS services). The SaaS services offered by Cegid are standard services intended to meet the needs of the largest numbers of customers.

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

As part of its duty to provide information and advise, Cegid has provided the Customer with a commercial proposal and/or documentation presenting the Service, which the Customer acknowledges having read. It is the Customer's responsibility, notably on the basis of this information, to ensure that the Service is suited to its specific needs and constraints. To this end, the Customer may, prior to acceptance of the Contract, request from Cegid any additional information and/or attend an additional demonstration of the Service, failing which the Customer acknowledges having been sufficiently informed. Any specifications or requirements document drawn up by the Customer shall under no circumstances be taken into account by Cegid in the context of the Contract unless expressly approved by Cegid prior to the signature of this Contract and appended hereto. The Client acknowledges and accepts that changes may be made to this document, and that the version of the General Terms and Conditions of Use for SaaS services applicable for the Contract is the one available at <https://www.cegid.com/global/terms-and-conditions/>. The provision by Cegid of Services adapted to the needs expressed by the Customer may only be carried out by Cegid within the framework of a Professional Service not governed by these General Terms and Conditions for the Use of SaaS Services. The Customer is hereby informed that the Professional Services offered by Cegid are necessary for the proper use of the Service. It is therefore up to the Customer to decide whether or not to make use of these Professional Services.

IT HAS BEEN AGREED AS FOLLOWS:

ARTICLE 1. DEFINITIONS

For the performance hereof, capitalized terms and expressions shall have the meanings set forth below, whether used in the singular or plural.

Business Day: Refers to a day between Monday and Friday that is not a public holiday in metropolitan France or in the Province of Quebec, Canada.

Contract: Refers either to:

- the contractual whole made up of several parts and several documents, namely the "Ordered Items" part, the "Order Form" part, these General Terms and Conditions for the Use of SaaS Services, as well as the Terms of Service and the Technical Prerequisites, as well as any other general conditions applicable to the items ordered by the Customer as detailed in the "Ordered Items" part; or
- the online order, validated by an authorised person of the Customer, including the items ordered, the quantities, the prices, these General Terms and Conditions of Use for SaaS Services as well as the Terms of Service and the Technical Prerequisites, as well as all other general terms and conditions applicable to the items ordered by the Customer as detailed in the "Ordered Items" part.

The General Terms and Conditions of Use for SaaS Services, Terms of Service and applicable Technical Prerequisites can be consulted and downloaded from the Cegid website (<https://www.cegid.com/CA/CGV/>) and are provided to the Customer on first request, pursuant to article 1435 of the Civil Code of Quebec, which stipulates that the external clause must be indicated to the Party adhering to it at the time of Contract formation. Cegid recommends that the Customer acquaint itself with the General Terms and Conditions for the Use of SaaS Services, Terms of Service and Technical Prerequisites via this permanently available means of access, prior to the acceptance hereof.

- Customer:** Refers to the legal entity, partnership or natural person, co-contractor of Cegid, involved in its professional, commercial, industrial, artisanal or liberal activity.
- Customer Data:** Refers to information (including Personal Data) owned by or under the responsibility of the Customer, and that it enters, fills in, transmits, collects, stores and/or processes as part of the performance of the Contract.
- Documentation:** Information provided by Cegid describing how to use the Service, in the form of user documentation accompanying the Service and/or online help.
- Effective date:** Refers to the Contract effective date as indicated on the signature page of the Order Form.
- Personal Data:** Refers to the personal information that the Customer processes in the performance of the Contract, within the meaning of the *Privacy Law* (R.S.C. (1985), c. P-21) and the *Law on the protection of personal information in the private sector* (R.S.Q., c. P-39.1), as well as other provincial laws of Canada to the same effect, with this body of laws being hereinafter referred to as the "**Applicable Regulations**".
- Professional Service:** Refers to the implementation services concerning the Service (analysis, configuration, training) offered by Cegid and subscribed to by the Customer under the separate General Terms and Conditions of Professional Services.
- Service:** Refers to standard application functionalities delivered online, as well as Updates and Support, invoiced in the form of a subscription or consumption statements. The Service is intended for professional use.
- Service Activation:** Refers to the activation of the Service by Cegid.
- Subsidiary:** Refers to any entity which is controlled by the Customer, which controls the Customer, or which is under the same control as the Customer, as the case may be, which may have access to the Service under the conditions of the "Access Right" article. By way of exception, Subsidiaries do not include all entities whose business, whether directly or indirectly, through intermediary persons or companies, competes with that of Cegid. For the purposes of the definition of "Subsidiary", control is defined as having the power, directly or indirectly, to govern an entity, either through ownership of voting shares that entitle the Disclosing Party to elect a majority of the directors of a legal entity, or through contractual arrangements.
- Support:** Refers to assistance provided to the Customer in case of a problem during the day-to-day use of the Service. Support can only be provided by Cegid if the Customer has the technical hardware required for remote assistance.
- Support Service:** Refers to the professional services provided by Cegid when the Customer has subscribed to an optional service (such as the CSA), as described in the Terms of Service.
- Technical Prerequisites:** Refers to the latest version of the list of characteristics of the computer hardware and devices recommended by Cegid and which must be implemented and respected by the Customer in order to access and use the Service. The Technical Prerequisites are subject to change and the latest version is available at any time on the Cegid website (<https://www.cegid.com/ca/>) or at any other website address provided by Cegid. It is the Customer's responsibility to ensure that its User Workstations are upgraded in line with changes to the Technical Prerequisites.

Terms of Service: Refers to the document describing the specific provisions in terms of content, limitations, duration, Support, performance conditions and invoicing applicable to the Service and to the Support Service where applicable. The Terms of Service is subject to change in accordance with the "Modification of the Terms of Service" article and the latest version of the Terms of Service is available at any time on the Cegid website <https://www.cegid.com/ca/> or at any other website address provided by Cegid. In any event, the provisions of the Terms of Service shall prevail over the provisions of these General Terms and Conditions for the Use of SaaS Services, unless expressly waived in these General Terms and Conditions for the Use of SaaS Services.

Third-party online service: Refers to application functionalities delivered online for which a third party is the author, publisher and operator, but for which Cegid has distribution rights.

Updates: Refers to improvements made to the Service, and decided by Cegid, with regard to technological, legal or functional developments, provided that such adaptations or developments do not make it necessary to rewrite a substantial part of the Service. Updates also include the correction of any anomalies in the Service in relation to the Documentation. Updates are provided in accordance with the Terms of Service.

User Workstation: Refers to the Customer's computer hardware and devices enabling it to access the Service. The User Workstation must comply with the Technical Prerequisites.

User: Refers to any natural person authorised by the Customer to access the Service, as specified in the "Access Right" article.

ARTICLE 2. CONTRACT ACCEPTANCE - PURPOSE

2.1. *Contract acceptance*

The Customer is deemed to have read the Contract as defined in the "Definitions" article and to have duly accepted it without reservation. The Contract is accepted unreservedly by the Customer upon signature of the Order Form or upon conclusion of the online order, which refers to these General Terms and Conditions for the Use of SaaS Services and constitutes acceptance of the entire Contract.

Any modification of these General Terms and Conditions of Use for SaaS Services shall be subject to special terms duly accepted and signed by both Parties. Failing this, any modification or alteration made to the pre-printed part of the Contract (Order Form, Ordered Items) shall be deemed null and void.

For the purposes of remote acceptance of the Contract, the Customer acknowledges and accepts that faxes signed by one of its representatives or agents, received by Cegid, have the value of written proof and may be validly relied upon by Cegid. Acceptance of the Contract by electronic means has the same evidential value between the Parties as an agreement on paper. Computerized registers kept in the computer systems shall be retained under reasonable security conditions and considered as proof of communications between 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 undertakes to provide the Customer with the Service stated in the Contract.

ARTICLE 3. EFFECTIVE DATE - TERM

The Contract shall enter into force on the Effective Date and shall remain in force, unless terminated in accordance with the provisions of the Contract, for the following term:

- a. Unless otherwise specified in the Terms of Service, the Service is concluded for an initial period of thirty-six (36) months of invoicing of the subscription as from the Service Activation (hereinafter referred to as the "**Initial Period**").
- b. The Service shall then be tacitly extended for successive periods of twelve (12) months (hereinafter referred to as the "**Extension Period**"). The Party deciding not to extend the Service must notify the other Party of this decision by registered letter with acknowledgement of receipt six (6) invoicing months before the end of the current period.

The activation of a complementary optional service while the Service is running shall not modify the duration of the Service as specified above.

PROVISIONS RELATIVE TO THE SERVICE

ARTICLE 4. SERVICE SCOPE

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

ARTICLE 5. SERVICE ACTIVATION

Service Activation shall be effective when Cegid provides the Customer with the first Service access codes.

ARTICLE 6. SERVICE ACCESS RIGHT

6.1. Access Right

In return for payment of the subscription fee stipulated in the "Ordered Items" part or in the online order, Cegid grants the Customer a limited access right to the Service, depending on the offers:

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

as set out in the "Ordered Items" and "Order Form" parts, or in the online order and, where applicable, in the Terms of Service.

For certain offers, the Customer may increase the maximum number of named Users and/or logical systems, or increase the number of units of work to which it has access via the Service's functionalities. In this case, the Customer accepts that the invoices for the Service issued by Cegid shall take into account these increases as defined by the Customer.

In the context of certain Cegid offers, access to the Service or to certain functionalities of the Service may include the installation of executable software on the User's terminal or workstation.

The Customer's Subsidiaries may benefit from the Service provided by Cegid to the Customer under this Contract under the same conditions as the Customer. The Customer undertakes to inform its Subsidiaries wishing to use the Service of the contents of this Contract as it applies to them. The Customer shall ensure that its Subsidiaries comply with all of its obligations under the Contract, and notably that they use the Service in accordance with the provisions of the Contract, and that their use does not exceed the limits or thresholds set in the "Ordered Items" part or in the online order. The Customer guarantees compliance with the provisions of the Contract by its Subsidiaries and shall be held liable in case of breach by any of its Subsidiaries. In case of non-compliance with any of the Contract provisions by one of the Customer's Subsidiaries, Cegid may contact the Customer directly with a view to obtaining redress without the need for prior formal notification of the Subsidiary in question.

If, after the Contract Effective Date, a Subsidiary no longer meets the definition of Subsidiary as set forth above, the said company shall immediately and automatically lose its right to access the Service under this Contract. The Services may be provided to this company subject to the signature of a SaaS contract with Cegid, which shall notably stipulate the financial terms for the provision of the Services.

6.2. Web services

Cegid publishes a set of functionalities that can be accessed via web services. A Customer wishing to benefit from the right to use the said web services shall be invoiced on the basis of the number of named Users able to access the said services (mobile devices, kiosks, etc.) and/or per unit of work consumed. The units of work/number of named Users are those specified in the "Ordered Items" and "Order Form" parts, or in the online order.

6.3. Intellectual property

Cegid holds all applicable intellectual property rights relating to the Service or declares, in case of third-party intellectual property, that it has obtained the right to market or distribute the Service from the said third party.

Any request concerning the interoperability of all or part of the Service with any third-party tool, including when the latter is itself subject to a free licence (open source software), must be sent in advance and systematically to Cegid by registered letter with acknowledgement of receipt.

This Contract does not provide the Customer with any ownership rights to the Service, its technology or any intellectual property rights held by Cegid or any third party. The Customer is prohibited from damaging the Service in any way whatsoever, and notably from using the Service in a manner that does not comply with its intended purpose and the conditions laid down in the Contract. As a consequence, the Customer shall not reverse engineer the Service in order to develop a competing product or service and/or copy or reproduce any functionalities, functions or graphic attributes of the Service. The Customer:

- undertakes to use the Service only in accordance with its professional purpose, its Documentation and for the sole needs of its professional activity;
- is solely responsible for the content disseminated and/or downloaded via the Services and assumes full responsibility for the nature, content, accuracy, integrity and legality of the Customer Data transmitted to Cegid within the framework of the Service, as well as for the use thereof. In particular, in view of the authorised use of the Service by the Customer, the latter shall refrain from sending or storing data of a non-professional nature and, more generally, data of an illicit, obscene or defamatory nature, or data that are illegal or in violation of the rights of a third party, the protection of minors or privacy;
- undertakes not to distribute the Service, make it available to third parties or rent it out unless otherwise stipulated in the corresponding Terms of Service;
- undertakes not to alter or disrupt the integrity or performance of the Service or of the data contained therein;
- undertakes not to attempt to obtain unauthorised access to the Service or its associated systems or networks.

ARTICLE 7. SERVICE PERFORMANCE

7.1. Provision of the Service

Cegid undertakes to provide the Service in accordance with the provisions of the corresponding Terms of Service, which notably specifies the content, limitations, duration, associated procedures, and conditions for implementing Updates and Support.

7.2. Use of the Service

The Service shall be used by the Customer under its sole control, direction and responsibility. The Customer is responsible for compliance with this Contract by the Users. Consequently, the Customer is responsible for:

- the implementation of all useful procedures and measures intended to protect its User Workstations, hardware, software packages, software programs, passwords, including any viruses and intrusions;
- compliance with the latest version of the Technical Prerequisites;
- the choice of access provider or telecommunication medium, with the Customer taking responsibility for administrative requests and arranging the necessary subscriptions, the cost of which shall be borne by the Customer;
- the designation, among its staff, of a privileged Cegid contact acting as SaaS administrator, for the Customer, for the Service and notably for security aspects;

- the use of identifiers or access codes provided by Cegid in connection with the performance of the Service. It shall ensure that no person not authorised by it has access to the Service;
- errors made by its staff and Users in the use of the Service and of the procedures enabling them to connect to the Service, notably concerning means of access and Internet browsing.

Cegid shall not be held liable for the quality and electronic transmission of data when they are sent over telecommunications networks and, more generally, for the quality and reliability of telecommunications links between the Customer's Workstations and the Service access point. Cegid shall not be held liable for the accidental destruction of Customer Data by the Customer or a third party accessing the Service through no fault of Cegid.

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

Cegid reserves the right to invoice the Customer for the time spent investigating the causes of incidents, provided that the incident encountered by the Customer does not originate from a Service, professional service or supply made by Cegid under the terms hereof.

7.3. Service exclusions

The following are excluded from the Service:

- work and interventions concerning the installation and proper operation of the User Workstation and the Customer's infrastructure (telecommunications, networks, security equipment) enabling the Customer to access and use the Service;
- resolution of problems caused by error or mishandling of Users;
- the Professional Services.

7.4. Guarantee

Cegid guarantees the conformity of each Service with its Documentation.

Cegid does not guarantee that the Service is free from any defect or hazard, but undertakes exclusively to remedy, with all reasonable diligence, any reproducible anomalies in the Service found in relation to its Documentation.

The Service conformity guarantee is expressly limited to its conformity with its Documentation and cannot be extended to a guarantee of conformity to the specific needs or specific activity of a Customer. Cegid does not guarantee the ability of the Service to achieve the objectives or results that the Customer has set for itself and/or to perform the specific tasks that motivated its decision to enter into this Contract. It is therefore the responsibility of the Customer or any third party appointed by the Customer for this purpose to ensure the suitability of the Service for its needs or its specific activity in the territory where the Service is used.

To the fullest extent permitted by law, any guarantee by Cegid other than those expressed in this article is expressly excluded.

7.5. Cegid Service development policy

The Customer acknowledges that Cegid shall in all circumstances remain free to determine its industrialization policy, notably in keeping with technological developments. Consequently, Cegid may, without constraint, design, organise and dimension the Service, modify it and make it evolve, if necessary, with the partners and suppliers of its choice, without the Customer's prior written agreement, as long as this does not reduce Cegid's commitments under the Terms of Service.

7.6. Modification of the Terms of Service

Cegid may modify the Terms of Service with one (1) month of advance notice to the Customer and/or one of its SaaS administrators by post and/or information and/or any other appropriate means. At the end of the notice period of one (1) month following notification by Cegid of the modification, and in the absence of termination by the Customer pursuant to the provisions of the "Service Termination in application of article 7.6" article, the modified Terms of Service is deemed to have been accepted by the Customer. The latest version of the Terms of Service is available at any time on the Cegid website <https://www.cegid.com/ca/> or any other website address provided by Cegid.

Notwithstanding the above, Cegid may modify the Terms of Service in order to comply with any law or regulation. In this event, Cegid shall endeavour to notify the Customer of such changes within a reasonable period of time.

7.7. Upgrades

The Customer is hereby informed that legislative changes may, at any time, render unsuitable the standard application functionalities accessible through the Service. As part of the Service, Cegid shall Update the standard application functionalities accessible under the Service so that they comply with the new legal provisions, provided that such adaptations or upgrades do not make it necessary to rewrite a substantial part of the existing application functionalities.

The Customer is also informed that changes in technology, legislation and customer demand may lead Cegid to carry out Updates, which may result in changes to the Technical Prerequisites for which Cegid cannot be held responsible.

7.8. Third-party Online Service

Any Third-Party Online Service shall be subject to:

- the terms and conditions of their author, which shall be made available to the Customer by Cegid or accessible online by the Customer according to the information provided by Cegid. These terms and conditions shall govern the terms of access to the Third-Party Online Service, the terms of provision of the Third-Party Online Service, the terms of protection of Customer Data, the legal provisions notably relating to intellectual property, guarantee, termination, liability, applicable law and jurisdiction. These conditions must be accepted by the Customer;
- an associated Terms of Service which shall be made available to the Customer by Cegid or accessible online by the Customer according to the information provided by Cegid.

Consequently, for any Third-Party Online Service, the scope of application of these General Terms and Conditions of Use for SaaS Services shall relate exclusively to the terms of duration, pricing and price revision, invoicing conditions, settlement conditions, as well as to provisions strictly related to pricing, invoicing and settlement conditions.

ARTICLE 8. CUSTOMER DATA

8.1. Personal Data

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

8.2. Customer Data localization

Unless otherwise stipulated in a Terms of Service, Customer Data are located at one or more sites in Canada.

8.3. Restitution of Customer Data

Upon Contract expiry or termination, access to the Service is closed on the last day of the Service. The Customer must therefore have, before this deadline, (i) recovered the Customer Data accessible through the Service's functionalities or (ii) requested from Cegid the return of a copy of the last backup of the Customer Data. Unless otherwise stipulated in a Terms of Service, any restitution of a copy of the last backup of Customer Data by Cegid shall be made in a standard market format chosen by Cegid and shall be made available to the Customer free of charge or, if the volume of Customer Data is too large, by providing a download link or by sending an external medium as part of a professional service invoiced at the current rate.

Unless otherwise stipulated in the Terms of Service, from the sixtieth (60th) day as from the Contract termination date, the Customer Data deletion process shall be initiated in order to render them unusable. This deletion shall be carried out on production data as well as on backup data, according to the backup retention times.

8.4. Use of Customer Data

The Customer is and remains the owner of the Customer Data.

The Customer expressly accepts that Cegid collects, stores, uses and may analyse or process the Customer Data and information obtained in connection with the performance of the Contract, directly or through its subcontractors, for the duration of the Contract, notably for the following purposes:

- performance of the purpose of the Contract, including the provision of the Service;
- improvement and enhancement of the Service and/or offers and products;
- development of new services, offers or functionalities;
- dissemination of messages relating to offers, including by Cegid's partners;
- Cegid's compliance with contractual and legal obligations.

When Customer Data are aggregated for analysis purposes, Cegid undertakes to implement appropriate measures to ensure that the results of such analyses are anonymized and do not enable the Customer or Users to be identified directly or indirectly. Cegid holds the intellectual property rights to these analyses and their results.

ARTICLE 9. SERVICE SECURITY

9.1. Security management

Cegid undertakes to implement state-of-the-art technical means to ensure the physical and logical security of the servers and networks under its responsibility and control. As soon as it is aware of them, each Party shall inform the other Party as soon as possible of any fact likely to constitute a breach of the physical or logical security of the other Party's environment (e.g. attempted intrusion).

9.2. Security of access to premises

Unless otherwise stipulated in the Terms of Service, Cegid shall implement access control to the premises in which the Service are provided, so as to authorise access only to persons authorised by Cegid or accompanied by authorised personnel. It shall take all necessary steps to prevent intrusions.

9.3. Security of standard application functionalities

Cegid shall take all necessary measures to ensure that access to the Service and Customer Data is only granted to persons authorised by Cegid and to persons authorised by the Customer.

9.4. Connection security

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

9.5. Customer Data security

Cegid undertakes to take all necessary precautions in accordance with the state of the art such as to preserve the security of Customer Data so that they cannot be distorted, damaged or communicated to unauthorised third parties.

Consequently, Cegid undertakes that it and its employees shall comply with the following obligations:

- take all useful measures in accordance with the state of the art to prevent any misappropriation or fraudulent use of Customer Data;
- not make copies of the documents and Customer Data media entrusted to it, except those strictly necessary for the performance of the Service;
- respect confidentiality and not disclose Customer Data to other persons, whether private or public, natural or legal, unless such disclosure is required by law or by a competent judicial or administrative authority or is necessary in the context of a legal action pursuant to the "Applicable Law and Competent Courts" article.

Cegid shall ensure that the Customer Data are completely separate from the data of other customers.

The security measures relating to Personal Data are described in the "Personal Data Processing" appendix.

ARTICLE 10. FRAUD

The Customer guarantees that it shall use the Services provided by Cegid in compliance with all applicable laws and regulations, notably those relating to tax and social security. More specifically, should Cegid be held jointly and severally liable, notably by any governmental authority, including tax authorities, for the payment of reminders of duties issued as a result of the Customer's irregular use of the Services, the Customer undertakes to fully indemnify Cegid, i.e. up to the amount of the sums claimed, notably by any governmental authority, including tax authorities.

FINANCIAL PROVISIONS

ARTICLE 11. PRICES AND INVOICING PROVISIONS

11.1. Prices

The prices for Service Activation and Service are shown in the "Ordered Items" and "Order Form" parts or in the online order. All prices are exclusive of GST and QST, and any other taxes, duties or professional services payable by the Customer pursuant to the regulations in force on the issue date of Cegid's invoice, which shall remain the sole responsibility of the Customer.

The Parties agree that the prices of the Service Activation and Service and any other sums due under or in connection with the Contract shall be established, invoiced and payable in Canadian dollars (CAD\$).

11.2. Invoicing provisions

The Service Activation shall be invoiced upon its completion. Cegid reserves the right to issue invoices electronically.

The Service shall be invoiced annually in advance.

The first invoicing of the subscription shall take place on the date on which Cegid provides the Customer with the Service access codes (Effective Service Activation), or failing this, on the first day of the following month. The Services shall be invoiced by Cegid on the basis of calendar periods and not on the basis of anniversary periods. Where applicable, the first and/or last invoices shall be issued on a pro rata basis.

Furthermore, in the case of Customers that have subscribed to services from Cegid under several contracts, Cegid reserves the right to invoice the Services ordered under this Contract as well as the Services ordered under previous contracts via a single invoice.

In the case of orders for Services with different invoicing frequencies, Cegid reserves the right to apply the same invoicing frequency to all Services. This frequency shall be chosen by Cegid among the invoicing frequencies of the orders in question.

If the thresholds for access to or use of the Service are exceeded in relation to those set out in the "Ordered Items" part or in the online order, Cegid shall invoice the Customer on the basis of the rates in force plus fifty (50) %, together with an adjustment invoice covering all of the periods since the occurrence of the overrun.

11.3. Price review

During the Initial Period, Cegid may, twice per calendar year and per item ordered, revise the Contract prices by up to eight (8) %. During the Extension Periods, Cegid may modify the Contract prices twice per calendar year and per item ordered. In the event that the Customer does not accept the increased amounts invoiced during an Extension Period, the Customer shall be entitled to terminate the Contract by registered letter with acknowledgement of receipt sent within thirty (30) days of the issue date of the invoice containing the new invoiced amounts. The Contract shall 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.

Furthermore, in case of price increase charged by its own suppliers for components covered by the Contract, which could not have been foreseen at the time of conclusion of the Contract, exceeding eight (8) % in total over the calendar year and thereby creating a significant imbalance altering the balance of the Contract, Cegid reserves the right to pass on

this increase in the Contract prices in the same proportions as those applied by its suppliers.

ARTICLE 12. PAYMENT PROVISIONS

12.1. Payment provisions

12.1.1. Service Activation

Upon signature of the Contract, the Customer shall pay Cegid the total amount, including taxes, of the Service Activation costs if this amount is less than or equal to one thousand five hundred Canadian dollars net of tax (CAD\$1,500 net of tax). If the total amount of the Service Activation costs ordered is greater than one thousand five hundred Canadian dollars net of tax (CAD\$1,500 net of tax), the Customer shall pay Cegid, upon signature of the Contract, by cheque or bank transfer, a minimum deposit of thirty (30) % of the total amount of the Service Activation costs net of tax, with this deposit not being less than one thousand five hundred Canadian dollars net of tax (CAD\$1,500 net of tax). Unless they have been paid by the Customer when ordering, in accordance with the indications provided above, Cegid's invoices relating to Service Activation (including for online orders) shall be paid by the Customer by cheque or bank transfer without discount within thirty (30) days of the invoice issue date.

As an exception, for online orders, for Customers placing their first order, Cegid's invoices relating to Service Activation shall be paid by the Customer upfront by bank card without discount.

12.1.2. Service

Cegid's invoices for the Service (including online orders) shall be paid by the Customer by cheque or bank transfer without discount within thirty (30) days of the invoice issue date.

The above provisions shall apply to all Services except those for which the relevant Terms of Service contains specific payment provisions.

12.2. Customer's own use

Should the Customer ask Cegid to respect a specific usage for the payment of invoices issued within the framework of the Contract (specific mention written on invoices, such as a purchase order number provided by the Customer, special invoice communication procedure), the Customer is required to inform Cegid of this usage prior to signing the Contract, so that Cegid can confirm its ability to apply it and, if applicable, so that it can be expressly stipulated in the special terms agreed between the Parties, failing which this usage specific to the Customer cannot be applied and the standard invoicing conditions anticipated in the Contract shall apply.

In the event that the purchase order number transmitted by the Customer changes annually, it must be transmitted to Cegid each year, at the latest within thirty (30) days prior to the anniversary date of the Contract, at the following address: Cegid_Business_support@cegid.com.

12.3. Payment default

In the event that the Customer fails to pay the price agreed between the Parties, and without prejudice to any other recourse that Cegid may initiate against the Customer in order to obtain compensation for the loss suffered as a result of this failure, Cegid reserves the right, fifteen (15) days after sending a formal payment demand by registered mail, which remains partially or totally without effect, to suspend the Service and any professional service in progress until full payment of the sums due; and/or terminate the current Contract by operation of the law, in accordance with the "Termination" article, without the need for a further formal notice.

In addition, Cegid shall charge late payment interest in accordance with the applicable legal provisions, without the need for a reminder or prior formal notice. Notwithstanding any provision of the law, such interest shall be calculated, per day of delay, from the first day of delay until the day of full payment by the Customer of all sums due to Cegid, without the need for formal notice. The Customer shall also be liable to pay a fixed indemnity of forty (40) Canadian dollars (CAD\$) for collection costs incurred by Cegid. In addition, Cegid shall charge a flat-rate indemnity equal to ten (10) % of the sums due, while specifying that this indemnity may not be less than one hundred (100) Canadian dollars (CAD\$).

In addition, and without prejudice to any other recourse that Cegid may initiate against the Customer in this respect, failure by the Customer to pay an invoice upon its due date shall entitle Cegid to demand payment of all other invoices, including those that are not yet due.

Any bank charges incurred as a result of rejection of the Customer's payment shall be borne by the Customer.

12.4. General information

In case of a change of payment method during the performance of the Contract, the Customer shall be

charged an administration fee of one hundred (100) Canadian dollars (CAD\$). For each payment by cheque, the Customer shall be charged a handling fee of one hundred (100) Canadian dollars (CAD\$).

Cegid reserves the right to decide the manner in which partial payments made by the Customer shall be deducted from the sums owed to Cegid.

The Customer agrees not to offset any sums owed to it by Cegid under the Contract, or under any other contract that may exist between the Parties, without the prior written consent of Cegid.

CONTRACT GENERAL PROVISIONS

ARTICLE 13. COLLABORATION

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

- be actively involved in the performance of its obligations;
- refrain from any behaviour likely to affect and/or hinder the performance of the other Party's obligations;
- provide each other with all information and documents required for the performance of the Contract within a sufficient timeframe, consistent with the proper observance of the deadlines agreed between the Parties;
- 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 smooth running of the Contract and, notably, to check that the Service is operating correctly.

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

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

ARTICLE 14. LIABILITY - INSURANCE

14.1. Liability

For the performance of all of its obligations, and in view of the best practices used in its profession, Cegid shall take all possible care in the performance of its obligations and is subject to a best endeavors 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 express agreement between the Parties, the following constitute indirect damage for which Cegid cannot be held liable: operating loss, loss of profit or any other financial loss resulting from the use or inability to use the Service by the Customer, damage to image. Any damage suffered by a third party is indirect damage and does not give rise to compensation.

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 global and cumulative compensation, all causes combined, principal, interest and costs, to which the Customer may be entitled, shall be limited to the direct and foreseeable harm suffered by the Customer, without exceeding an amount equal to the last twelve (12) months of invoicing (net of tax) for the subscription to the Service preceding the event giving rise to Cegid's liability, to the fullest extent permitted by applicable law.

Subject to the application of provisions of public order, the Customer may not bring any legal action on the basis of contractual liability or any guarantee under the Contract after the expiry of a period of two (2) years from the occurrence of the event giving rise to such action and the resulting damage.

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

14.2. Insurance

Cegid undertakes to maintain professional liability civil insurance policy covering any damage that may occur during the performance of the Contract.

ARTICLE 15. TERMINATION

15.1. Contract termination by the Customer for non-compliance of the availability rate

The Customer may notify Cegid by registered letter with acknowledgement of receipt if, for three consecutive months, the Service availability rate indicated in the Terms of Service is not respected.

Cegid shall have a period of thirty (30) Business Days from receipt of this notification in which to correct this breach, if possible, or to provide the Customer with any supporting evidence.

In case of non-response from Cegid or in the absence of an agreement between the Parties within the aforesaid period, the Customer may terminate the Contract by registered letter with acknowledgement of receipt.

Contract termination shall take effect six (6) months after receipt by Cegid of the registered letter with acknowledgement of receipt.

15.2. Contract termination by the Customer pursuant to article 7.6 "Modification of the Terms of Service"

The Customer may terminate the Contract early, by registered letter with acknowledgement of receipt and without compensation on either side, in case of any modification of the Terms of Service by Cegid under Article 7.6 "Modification of the Terms of Service", if the modification(s) is/are intended to significantly reduce Cegid's Service commitments concerning the availability rate, the management of backups and the conditions of access to Support.

The registered letter with acknowledgement of receipt indicated in this article must mention this article and be sent by the Customer to Cegid within one month of the notification by Cegid of the modification of the Terms of Service under article 7.6 "Modification of the Terms of Service". Contract termination shall take effect six (6) months after the expiry of Cegid's one (1) month notice period set out in article 7.6 "Modification of the Terms of Service" in order to give the Customer time to implement an alternative solution.

15.3. Contract termination by Cegid

Without limiting any other remedy of Cegid under the law or otherwise, Cegid may terminate the Contract by operation of the law in case of any breach by the Customer of its obligations under the Contract and notably under the articles "Service Access Right", "Personal Data", "Fight against fraud", "Terms of payment" and "Access Right" and this without prejudice to any damages and interest.

Contract termination shall take effect three (3) months after receipt by the Customer of a registered letter with acknowledgement of receipt stating the breach.

15.4. Effect of termination

In the event of Contract termination, the Customer shall cease to use the Service from the date thereof. In addition, in case of Contract termination by Cegid or Contract termination by the Customer without cause, the Customer shall owe Cegid, in addition to the invoices unpaid at the date of termination, liquidated damages corresponding to all fees still to be invoiced for the Service up to the contractual due date.

The provisions of the "Restitution of Customer Data" article shall then apply.

Notwithstanding any contrary provision of law (including article 2129 of the *Civil Code of Quebec*), in case of termination, Cegid shall not be liable to the Customer for any damages and interest.

Notwithstanding any provision of law (including article 2125 of the *Civil Code of Quebec*), the Customer may only terminate the Contract in accordance with the provisions of this Contract.

ARTICLE 16. FORCE MAJEURE

With the exception of the obligation to pay sums of money, neither Party may be held liable for any breach of its contractual obligations if it has been prevented from performing its obligation by an event of force majeure as defined in article 1470 of the *Civil Code of Quebec*. It is expressly agreed between the Parties that the following occurrences constitute force majeure events within the meaning of this clause: malfunctions of telecom and telecommunications operators insofar as such malfunctions do not originate from the technical means implemented by Cegid.

In such cases, the Party claiming 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 necessary extension of the deadlines for performance of its obligations.

If the impediment is temporary, performance of the obligation shall be suspended until the Party claiming force majeure is no longer prevented from performing by the force majeure event. The Party claiming force majeure shall 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, either Party may terminate the Contract without compensation by notifying the other Party of its decision by registered letter with acknowledgement of receipt.

If the impediment is definitive, the Contract is terminated ipso jure and the Parties are released from their obligations under the conditions anticipated in articles 1693 and 1694 of the *Civil Code of Quebec*.

ARTICLE 17. CONFIDENTIALITY

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

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

The Recipient undertakes to use the Disclosing Party's Confidential Information only for the performance of this Contract, to protect the Disclosing Party's Confidential Information and not to disclose it to third parties other than its employees, agents, affiliates 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 implement all necessary measures to ensure that their employees, agents, subsidiaries and subcontractors having access to Confidential Information are informed of the confidential nature of the communicated information and respect the obligations arising from this clause.

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

Any breach by the Recipient of the commitments set out in this article shall constitute a serious breach of its obligations, shall give rise to liability on its part and shall entitle the Disclosing Party to compensation for the resulting harm.

The Parties undertake to comply with the obligations arising from this article throughout the term of the Contract and for five (5) years following the Contract expiry or termination.

In this respect, upon expiry or termination of this Contract, each Party shall either return to the other Party all documents containing Confidential Information, or provide the other Party with assurance of the destruction of all confidential information in its possession. Under no circumstances may a copy of documents containing confidential information be kept by a Party without the exceptional written agreement of the other Party.

ARTICLE 18. SUBCONTRACTING

The Customer accepts that Cegid may, freely and without prior formality, subcontract all or part of its obligations hereunder. In case of subcontracting, Cegid shall remain solely liable for compliance with its obligations 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 "Personal Data Processing" appendix.

ARTICLE 19. ASSIGNMENT

The Contract, as well as the rights or obligations contained therein, may be assigned or transferred by the Customer, in whole or in part, for valuable consideration or free of charge, subject to the prior written consent of Cegid. Cegid may freely and without formalities assign or transfer the Contract and the rights or obligations thereunder. From the date of written notification of the assignment to the Customer, Cegid shall be released from its obligations under the Contract and may not be held jointly and severally liable for the performance of the Contract by the assignee.

ARTICLE 20. NON-SOLICITATION OF PERSONNEL

The Customer 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 hired, directly or indirectly through an intermediary, any Cegid employee or self-employed person whose services are retained by Cegid and who has participated in the performance of the Contract, regardless of this person's specialization.

Any breach of this obligation shall expose the Customer to immediate payment to Cegid, without prior formal notice being required, by way of liquidated damages, of compensation equal to the gross remuneration of the last eighteen (18) months of the person in question, plus employer's contributions, without prejudice to any other remedy that the Company may pursue such as to put an end to such default, including recourse to injunction, with such remedies being cumulative and not alternative.

ARTICLE 21. REGULATIONS

21.1. Social regulations

Cegid undertakes to apply all legal and regulatory provisions that are incumbent upon it pursuant to the terms of labour law and social legislation, and notably to provide the Customer, at its request, with any certificates that the latter may require. The Cegid personnel members remain employees of Cegid. They perform their functions under the direction, control and responsibility of Cegid, which is responsible for their administrative, accounting and social management throughout the performance of the Contract.

21.2. Compliance

The Customer declares, in its own name and on behalf of any Subsidiary of the Customer or any person or entity acting on its behalf:

- Applying and complying with regulations in the countries where it operates or does business, in terms of ethics, anti-corruption and money laundering, including (but not limited to) the applicable provisions in North America (FCPA), Great Britain (Bribery Act), Canada (*Criminal Code* and *Corruption of Foreign Public Officials Act*) and France (*Sapin II Act*);
- Not being on any sanctions list of the United Nations, the European Union, Canada (including its provinces) or the United States;
- Not undertaking any business directly or indirectly in the following countries: North Korea, Cuba, Iran, Libya, Sudan, Syria.

The Customer undertakes to immediately notify Cegid of any breach of the above provisions. Should the Customer fail to comply with this clause, Cegid reserves the right to terminate the contract by operation of the law, in accordance with the "Termination" article.

21.3. Export

Under the terms of the Contract, the Customer undertakes to comply strictly with all applicable export laws and regulations, notably in France, the United Kingdom, Canada, the European Union and the United States.

ARTICLE 22. GENERAL PROVISIONS

22.1. Independence of the Parties

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

22.2. Complete Contract

The Parties acknowledge that the Contract and/or amendments thereto, as well as all other terms and conditions incorporated by reference herein, constitute the entire agreement between them relating to the subject matter of the Contract and supersede all prior oral and/or written undertakings between the Parties relating to the subject matter hereof. The Contract thus takes precedence over any other document, including any of the Customer's general terms and conditions of purchase. Unless otherwise expressly agreed, the terms, conditions and obligations of this document shall prevail over all others.

22.3. Unforeseen circumstances

The Parties have assessed the risks associated with the performance of the Contract, which they accept and assume, and consequently waive any right to renegotiate the terms of the Contract under any circumstances. It is therefore expressly agreed between the Parties that any recourse based on unforeseeability is excluded.

22.4. Titles

The titles serve only to make the contractual documents easier to read. In the event that the heading of a paragraph or clause in a contractual document disturbs the understanding of the text, only the text of the paragraph or clause in question shall be taken into account, and not its heading.

22.5. Nullity

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

22.6. No waiver

The fact that one of the Parties does not claim a breach by the other Party of any of its obligations under the Contract shall not be construed as a waiver of the obligation in question for the future.

22.7. Know-how

Each Party 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 shall therefore be free to provide similar professional services on behalf of other customers. Neither Party may claim any right whatsoever over the know-how of the other Party.

22.8. Commercial reference

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

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

- A testimonial at the time of Service Activation explaining, in particular, the selection of the Service as

well as Cegid as the service provider;

- A second testimonial later, during the Initial Period, highlighting especially the Service and the partnership with Cegid.

22.9. Computerized accounting control

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

22.10. Information provided by the Service

Cegid and the Customer declare that the information provided and used by Cegid's Service is binding between them until proven otherwise.

ARTICLE 23. APPLICABLE LAW AND COMPETENT COURTS

THIS CONTRACT IS GOVERNED BY THE LAWS OF THE PROVINCE OF QUEBEC, CANADA WITH RESPECT TO BOTH FORM AND SUBSTANCE.

IN THE EVENT OF LITIGATION, THE PARTIES SHALL BRING THEIR DISPUTE BEFORE THE COMPETENT COURTS OF MONTREAL (PROVINCE OF QUEBEC), TO WHICH THEY GRANT EXCLUSIVE JURISDICTION, NOTWITHSTANDING MULTIPLE DEFENDANTS OR ACTIVATION OF GUARANTEE, EVEN FOR EMERGENCY PROCEEDINGS AND CONSERVATORY PROCEEDINGS, URGENT ORDER OR ON APPEAL.

“PERSONAL DATA PROCESSING” APPENDIX

The provisions of this Appendix apply to the processing of Personal Data carried out in connection with this Contract.

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

1. General principles

1.1. As part of the performance of the Contract:

- the Customer acts as the data controller (hereinafter referred to as the "Personal Data Controller") or, where applicable, as the processor for its customers;
- Cegid acts as a processor solely on behalf of and on the documented and lawful instructions of the Customer.

1.2. The Parties acknowledge that the performance of the purpose of the Contract and, if the Contract relates to an SaaS solution, the use of the Service and its functionalities in accordance with its Documentation, constitute the documented instructions of the Customer.

Any additional instructions from the Customer must be made in writing, specifying the purpose and the operation to be carried out. The implementation of any additional instructions shall be subject to the Customer's acceptance of the corresponding quotation issued by Cegid if they exceed Cegid's contractual obligations as a processor or those imposed by Applicable Regulations.

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

1.3. It is understood that the Customer is the only party to have control and knowledge, notably of the origin, of the Personal Data processed during the performance of the Contract. The Customer hereby guarantees compliance with all of the obligations incumbent upon it in its capacity as data controller or, where applicable, processor.

1.4. Unless applicable law requires the retention of such Personal Data, Cegid shall delete the Personal Data and any copies thereof at the end of the Service or professional service under the conditions set forth in the Contract.

1.5. Cegid may transfer Personal Data strictly for the purposes of performing the Contract, subject to informing the Customer in advance as described in article 5 "Subcontracting" of this Appendix. In all cases, Cegid undertakes not to transfer Personal Data outside of the territory covered by the Applicable Regulations without taking the necessary steps to carry out such transfers.

2. Security of Personal Data

2.1. The Customer acknowledges that Cegid implements the appropriate technical and organisational measures in order to guarantee a level of security appropriate to the risks. The means used by Cegid are listed in a dedicated document, the latest version of which is available to the Customer on request. In accordance with Applicable Regulations, the Customer undertakes to implement appropriate technical and organisational measures to guarantee a level of security appropriate to the risks.

2.2. If the Contract relates to a SaaS solution, it is understood that Cegid is responsible for the security of the Service only for those aspects under its control. As such, the Customer remains responsible for the security and confidentiality of its systems and its policy for accessing the Service. It is responsible for ensuring that the uses and configuration choices of the Service at its disposal meet the requirements of the Applicable Regulations. It is understood that Cegid has no obligation to protect Personal Data that are stored or transferred outside of the Service by the Customer or by Cegid on the Customer's instruction and outside of the strict performance of the Service.

2.3. Cegid ensures that its personnel members authorised to process Personal Data undertake to respect the confidentiality thereof.

3. Cooperation with the Customer

3.1. Cegid undertakes to inform the Customer as soon as possible after receipt of any request, query or complaint sent to it by any natural person concerned by the processing of this person's Personal Data latter carried out within the framework of the Contract.

As the data controller, the Customer remains responsible for the response to be given to the natural persons in question and Cegid undertakes not to respond to such requests. However, given the nature of the processing of Personal Data, Cegid undertakes, through appropriate technical and organisational measures and to the fullest extent possible, to assist the Customer in fulfilling its obligation to respond to such queries.

3.2. At the Customer's written request, Cegid shall provide the Customer, at the Customer's expense if such request exceeds Cegid's contractual obligations as a processor or those imposed by Applicable Regulations, with any useful information in its possession in order to help it meet the requirements of Applicable Regulations that are incumbent on the Customer in its capacity as data controller concerning impact analyses relating to the protection of Personal Data carried out by and under the sole responsibility of the Customer as well as any prior consultations with applicable regulatory bodies that may result therefrom.

4. Notification of Personal Data breaches

4.1. Cegid shall notify the Customer as soon as possible after becoming aware of any breach or attempted breach of security of Personal Data resulting in the accidental or unlawful loss of confidentiality of Personal Data.

4.2. Cegid shall provide the Customer with the following information as soon as possible after notification of the Personal Data security breach and to the extent possible:

- 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;
 - the date or period when the Personal Data breach occurred or, if this is not known, an approximation of this period;
- a description of the measures taken or proposed to be taken by Cegid in order to remedy the Personal Data breach, including, where appropriate, measures to mitigate any negative consequences.

5. Sub-processing

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

5.2. Cegid undertakes to use sub-processors that are able to provide sufficient guarantees that appropriate technical and organisational measures have been implemented in order to meet the requirements of the Applicable Regulations.

5.3. 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 shall remain liable to the Customer for the performance by the aforementioned sub-processor of their obligations.

5.4. The list of Cegid's sub-processors is provided upon written request by the Customer. Cegid undertakes to inform the Customer of any subsequent addition or replacement of sub-processors as soon as possible.

The Customer may formulate objections in writing within ten (10) Business Days of receipt of the information. The Customer acknowledges and accepts that the absence of any objection within this period is equivalent to its acceptance of the sub-processors.

In case of an objection, Cegid has the option of replying to the Customer in order to provide information likely to address such objections. If the Customer maintains its objections, the Parties undertake to meet and discuss in good faith the continuation of their relationship.

6. Compliance and audit

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

The Customer may request additional explanations from Cegid if the provided documents do not enable it to verify compliance with Cegid's obligations as a processor under the Contract. The Customer then 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 reply to the Customer as soon as possible.

If, despite Cegid's response, the Customer questions the veracity or completeness of the conveyed information, the Customer may proceed with an on-site audit subject to compliance with the following conditions:

- (i) the Customer submits a written request for an on-site audit to Cegid, by registered letter with acknowledgement of receipt, justifying and documenting the request;
- (ii) Cegid undertakes to respond to the Customer within thirty (30) days of receipt of the request, specifying the scope and conditions of the on-site audit. The verifications carried out under this audit may take place on Cegid's premises where the IT resources of the infrastructure used to operate the Service and/or professional services as a subcontractor are installed, provided that these verifications do not have the consequence of disrupting the operation of the Service and/or the progress of the professional services. The duration of the audit may not exceed two (2) Business Days, which shall be invoiced by Cegid to the Customer in accordance with the rates for professional services in force at the time of the audit. In the event that another audit is scheduled on the date set by the Customer, Cegid may postpone the audit to a later date, without exceeding fifteen (15) Business

Days from the date initially set.

The parties agree that an audit shall not be carried out in June and December of each year;

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

(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 Cegid prior to the audit.

During the audit, Cegid shall provide access to its premises and, in general, to the documents and persons required such as to enable 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.

The audit report shall be made available to Cegid by the auditors before it is finalized, so that Cegid can formulate all of its observations, and the final report must consider and respond to these observations. The audit report shall then be sent to the Customer and discussed at a meeting between the Parties.

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

In the event that the final audit report reveals breaches of the commitments made in the performance of the Service, Cegid shall propose a corrective action plan within a maximum of twenty (20) Business Days from the date of the meeting between the Parties.

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

7. Description of the processing

The nature of the operations carried out on Personal Data, the purpose(s) of the processing, the processed Personal Data, the categories of data subjects and the duration of the processing are described in a dedicated document available when requested by the Customer.

This description corresponds to the standard operation of the Service. It is the responsibility of the Customer, as the data controller, to check that this description corresponds to the purposes and processes actually carried out and the Personal Data actually processed.