

General terms and conditions of sale, support and maintenance

Any order implies the Customer's unreserved acceptance of and full and complete adherence to these general conditions applicable on the validation date of the purchase order, the conclusion of a contract or its renewal.

Preamble

The Provider, as a Software publisher, provides the Customer with various personal and non-exclusive licenses for the applications indicated in the special conditions.

For these same applications, the Customer has the choice to subscribe to:

- a hosting service on the Provider's servers with subscription,
- or maintenance support services, if hosted on the Customer's servers.

The Provider, as a Data Processing specialist, provides Data Processing Services, whether or not associated with the Software provided.

Definitions

Application(s) - means the software(s) developed and published by the Service Provider and delivered to the Customer in SaaS mode or on the Customer's server.

Customer - means any legal entity using the software functionalities for its internal management needs.

Terms and conditions - means this document.

Special conditions - means the quote which has the force of a purchase order and which is the subject of these General Conditions and which includes the type, quantity, price of the services and the terms of their performance.

Contract - means all contractual documents.

Personal Data - means the personal data that the Customer processes while performing the Contract.

Software - means the software and applications made available to the Customer by the Provider, which remains the owner of the software.

Provider - means the provider of the software and associated services.

Services - means the provision of services and/or the provision of applications.

Contractual documents

The contractual documents constituting the Contract are, in order of priority:

- the quote signed by the Customer which has the force of a purchase order,
- the Special Conditions,
- the annexes,
- these General Conditions.

Purpose

These terms and conditions cover the rights of use of the various licences and the Services provided by the Provider.

Content of the Services

The Services shall be performed exclusively with the equipment and materials provided by the Provider.

The prices of the supplies used will be set out in the special conditions.

These General Conditions apply to the following services:

1. Provision of applications and software

Configuration and adaptation of applications and software, supplied by the Provider, within the framework of the Customer's internal procedures.

2. Advice

Advice on process description and optimisation, information management, project management, change management and implementation of applications.

3. Training

Training of users and internal administrators of the applications provided.

4. Management of user rights

Provision of user rights to applications provided by the Service Provider hosted by the Provider or on the Customer's servers.

5. Access security

The security of access to applications, data, documents stored on the applications and their indexes is ensured by individual identifiers and passwords. For applications hosted on the Provider's servers, individual security certificates, ensuring the encryption of information, are provided where appropriate.

6. Document management

- Digitisation of documents, saving them in a format that can be consulted throughout the life of the documents.
- Indexing of documents according to the criteria defined by the Customer.
- Hosting of scanned and indexed documents in an application provided by the Provider.
- Destruction of documents according to written destruction orders given by the Customer.

7. Processing and management of reporting data

Analysis, extraction, input, management, data file production, reports and statistics.

8. Services included within the framework of the maintenance support service subscription (for Applications delivered to the Customer's servers)

8.1 Level 1 and 2 telephone support

The Level 1 and 2 Telephone Support service covers the following cases:

- I. Requests for "functional assistance" for any information concerning the operation and use of the applications. If the duration of the intervention exceeds thirty (30) minutes, the Provider offers the Customer a training session adapted to his needs, according to the terms and conditions defined in the special conditions.
- II. Requests for problem resolution. If the time required to resolve the problem exceeds thirty (30) minutes, the Provider offers the Customer a remedial intervention, according to the terms and conditions defined in the special conditions.

Level 1 telephone support

Support provided by the Provider to any type of User for basic functional assistance requests, within the limit of 30 minutes per call from 9am to 5pm from Monday to Friday, excluding public holidays.

Level 2 telephone assistance

Support provided by the Provider to a Customer's point of contact User (technician or administrator) for problems of a technical level on which only the Provider's technicians have the skills to solve them. Service limited to 30 minutes per call from 9am to 5pm Monday to Friday, excluding public holidays. This service implies that the Customer has internal point of contact users, who have been trained by the Provider to deal with level 1 problems.

8.2 Level 1 and 2 corrective maintenance

Diagnosis and resolution of level 1 and 2 problems related to the applications provided by the Provider.

For this service, the Provider undertakes to intervene at the Customer's request to resolve technical problems in the operation of its application, and to use all its skills to resolve said problems. If equipment fails, the Provider undertakes to repair it as far as possible, or to exchange it in accordance with the terms of the guarantee. Any damage such as theft, breakage, fire or breakdown beyond the manufacturer's warranty period will be repaired, but not covered by the warranty.

This service provides the Customer with:

- I. Remote technical intervention, or physically as required. The Customer authorises the Provider to connect remotely to the applications; the Customer undertakes to implement the necessary means requested by the Provider to make this connection possible.
- II. A budgeted cost included in the contract, if the cause of the problem is attributable to the software and applications provided by the Provider, or billing according to a pre-defined rate in the special conditions otherwise.
- III. A response time in the Paris region of four (4) working hours, including any travel time, and eight (8) working hours on French territory. Services will be provided during the Provider's normal working hours, i.e. from Monday to Friday between nine (9) a.m. and five (17) p.m., excluding public holidays. Special pricing conditions are applied in the event of work outside normal working hours.

This service concerns Applications delivered on the Customer's servers. The various components of the environment (infrastructure, operating system, databases, etc.) require technical skills specific to the Customer. It may be the case that these skills are not the responsibility of the Provider. In this case, it is not able to guarantee the effective resolution of the problem it has been called upon to resolve. It is then up to the Customer to mobilise the necessary internal or external skills to ensure the successful completion of the assignment.

8.3 Level 2 remedial maintenance

Resolution of level 2 problems related to the applications provided by the Provider. This service has the same application conditions as level 1 and 2 corrective maintenance. It applies to the resolution of problems for which only the Provider's technicians may have the necessary skills. This service implies that the Customer has internal point of contact users, who have been trained by the Provider, to deal with level 1 problems.

8.4 Other intervention

The Customer may need to call upon the Provider to intervene remotely or physically for operations that do not fall within the scope of corrective maintenance (modifications to the system's operating parameters, reinstallation of the application, re-indexing of files, etc.).

This service provides the Customer with:

- I. Technical intervention remotely, or physically as required
- II. A scale defined in advance, in paragraph 8.6 of these General Terms and Conditions of Sale (Maintenance Services excluding packages).

8.5 Scalable maintenance

Implementation by the Provider of new versions of the applications in order to bring them up to date with new technical developments in the field. This service is limited to the commissioning of current upgrades corresponding to Decimal Version Indices. Major upgrades and/or migrations, corresponding to Full Version Indices, and involving an in-depth modification of the application (due, for example, to a technological leap) will be subject to a specific costing. Any additional services, such as user training on the new versions, will be subject to specific costing.

8.6 Maintenance services excluding packages

This scale concerns Corrective Maintenance services (interventions excluding packages) and Other interventions:

- I. Intervention time: 1/2 day: €650.00. Day: €1200.00 (Not applicable in Saas mode)
- II. Intervention outside opening hours: Saturday: +100%. Sunday, Public Holidays, Night (10pm to 6am): +200%.
- III. Training: 1/2 day: €520.00. Full day: €995.00.
- IV. Travel: (hotel expenses, etc.): actual expenses.
- V. Additional development and other services: on request.

9. Other

Any other service specified in the Special Conditions.

Quality of Service

The Provider undertakes to provide the Customer with the services specified in the Special Conditions throughout the duration of the Agreement without interruption or delay.

For Applications provided by the Provider with hosting on its own servers, they shall be available for a minimum of 20 hours per day. The minimum availability will be 99.5% during the 8:00 am - 10:00 pm time slot, and 90% outside these hours on working days.

Availability is calculated on an annual basis and excludes planned maintenance periods.

For these Applications, the total downtime for the year shall not exceed the percentage limit of the total time for the year for the corresponding time slots. The Provider undertakes to inform the Customer of scheduled work on its servers. In particular cases, the Provider undertakes to ensure accessibility to the Applications at weekends and on public holidays, within a pre-agreed time frame, subject to a prior request by the Customer, with a minimum of 3 working days' notice. For these Applications, the Provider will make a daily backup of the documents and data stored in the application. For these same Applications, provided that the Customer is up to date with its payments concerning its subscriptions and/or maintenance contract, the Provider will provide assistance to users during normal business hours (9:00 a.m. to 5:00 p.m.) from Monday to Friday, excluding public holidays. For issues outside these hours, a specific request must be made with a minimum of 3 working days' notice.

Financial conditions

The amount of the services subscribed to and the terms of payment are defined in the special conditions or appendices.

Unless otherwise specified, all prices are quoted in euros exclusive of VAT and invoices are payable within 30 days.

In the case of Maintenance Services, the Customer shall issue an annual order by 31 March at the latest to enable the Provider to invoice the maintenance subscription for the year. The Customer may opt for monthly or annual billing.

Late fees

In the event of late payment, the Customer shall be liable for a penalty of 0.2% of the sum due per day of delay up to a maximum of 20% of the sum due without any formality or prior notice.

Collection costs

In the event of late payment, the Customer shall owe a fixed compensation for collection costs of 40 euros, automatically and without prior notice.

The Provider may request additional compensation from the Customer if the collection costs actually incurred exceed this amount upon presentation of supporting documents.

Price review

Prices shall be automatically reviewed on 1 January of each calendar year, and no earlier than six months after the signing date of the contract, by the greater of (i) an increase in the price of the goods or services, or (ii) an increase equal to the percentage increase over the previous twelve months of the SYNTEC index.

Obligations of the Provider

The Provider undertakes to:

- provide the Customer throughout the duration of the Contract, without interruption or delay, with the services specified in the special conditions,
- Take all necessary measures to ensure the quality of services.
- use the documents and data entrusted by the Customer solely for the purposes of providing the services defined in the special conditions,
- provide, modify and close access rights, usernames and passwords within 48 hours (excluding weekends and public holidays) following a written request from the Customer,
- report any incident to the Customer that may affect or impair the integrity of the documents or data entrusted to it.

Obligations of the Customer

The Customer undertakes to use the appropriate human and material resources for the proper performance of the services and any instructions given by the Provider.

Thus, the Customer undertakes in particular:

- to pay any sums due for the services ordered,
- to provide the material and human assistance necessary for the proper provision of the services,
- to accept the Services, Applications and Software, once the Provider has notified the Customer by e-mail that said Services, Applications and Software are ready to be accepted; after a period of 10 working days, in the absence of any response from the Customer, the Services shall be deemed to have been accepted unreservedly, and payment of the corresponding invoices shall be due.
- to provide the Provider with a list of persons authorised to issue service orders and a list of persons authorised to access documents and information stored or digitised, applications and any other data hosted by the Provider and to notify the Provider in writing of any changes to these lists of authorised persons,
- to have acquired the necessary and sufficient training to use the Software,
- to inform the Provider of any changes it may make to the software and systems interfaced with the Service Provider's applications.
- to assume full responsibility for the use of security certificates installed by the Provider at the Customer's request,
- to ensure the content of its documents and information: The Customer is fully responsible for the nature and ethics of the content of the documents entrusted to the Provider.
- to have completed and respected all formalities prior to the implementation of the processing operations required by law before collecting, using or hosting Personal Data.
- to return to the Provider at the end of the Contract all the elements constituting the applications, software, data, information, confidential documents entrusted by the Provider, as well as all copies or reproductions that the Customer may have made, in any form whatsoever, within 30 (thirty) days of the termination of the Contract.

If the Customer fails to provide the Provider with the material and human assistance necessary for the proper provision of its services and meeting contractual obligations (e.g. communication of data, databases, materials, documents, interfacing methods, etc.), the contractual deadline for the provision of the service, as well as the contractual deadline, shall be automatically increased by the corresponding delay.

Duration of the contract-Cancellation

The contract enters into force on the date it is signed by the Parties.

The contract is concluded for a period of 3 years from its signature. It shall be tacitly renewed for successive identical periods, unless one of the Parties terminates it by registered letter, with acknowledgement of receipt, notified to the other Party, giving six months' notice before the end of the current period.

The Provider reserves the right to terminate the Contract at any time if the Customer fails to comply with its obligations.

In the event of early termination of the Contract at the request of the Customer, except in cases of force majeure, the amount of the Services and subscriptions up to the end of the Contract shall be due in full.

Suspension of the Contract

Any failure to pay invoices issued by the Provider within the required timeframe, regardless of their origin, will result, after prior notice, until the invoices are paid in full, in:

- the suspension by the Service Provider of all its services; - the application of late penalties as defined in Article 5.
- the maturity of any outstanding sum, regardless of the method and term of payment initially agreed.

The resumption of maintenance services after a suspension of the contract will only be possible after payment in full of the outstanding amounts due by the Customer. This mainly applies to maintenance services for which payment has been interrupted for one or more financial years.

Reversibility

In the event of termination of this contract, for whatever reason, the Provider shall return to the Customer, within 30 (thirty) days of the Customer's written request, all documentation and information provided in connection with the performance of the contract, as well as all scanned documents and information stored on electronic media. This obligation on the part of the Provider shall automatically cease after a period of 90 (ninety) days following termination of the contract.

The cost of returning these elements will be calculated by the Provider and will vary depending on whether the data is taken back by the Customer or transferred to another provider.

Above and beyond mere restitution, the Provider may also provide, at the Customer's request, assistance services during the migration period.

Liability

The Provider undertakes to take all necessary care in the provision of the Services in accordance with best practice; it is bound by a simple obligation of means.

The Provider shall not be held liable:

- in the event of connection problems on the Customer's side, resulting in difficulties in accessing the Service Provider's Internet portal,
- in the event of changes in the configuration of the computer equipment that are incompatible with the Provider's recommendations and/or do not comply with best practice,

- in the event that the Customer implements, at its own initiative and in an inappropriate manner or out of context, recommendations issued by the Provider during a previous request for assistance,
- in the event of following advice which does not originate from the Provider.

The Service Provider shall not be required to compensate the Customer for the destruction or damage of files or programs which the Customer is responsible for backing up.

The Provider shall not be liable in any way whatsoever for any consequential loss, including but not limited to business interruption, loss of brand image, or any other financial loss suffered by the Customer or a third party.

Likewise, the Provider shall not be liable for the copying, transfer, recording, destruction or use of electronic files and/or information in violation of the law, if such files and/or information have been recorded on the Provider's applications within the framework of the secure accesses entrusted to the Customer by the Provider.

In the event of hosting on the Customer's servers, it is the Customer's responsibility to protect against electrical failures and to ensure the protection of its data. The Provider shall not be held responsible for any contamination or intrusion.

In any event, if the Provider is liable, it is agreed that the maximum amount of damages for which the Provider may be liable in compensation for the resulting loss for the Customer is 20,000, without exceeding 6 months of the contract.

The Provider is responsible for the integrity of the documents entrusted by the Customer only for those documents individually listed in a joint inventory.

In the event of a claim, the Provider undertakes to allow a maximum of one week for return to normal.

The Customer assumes full responsibility for any damage, including business interruption, caused to the Customer or a third party, and the Provider shall not be liable in the following cases:

- interruption of the Operating Service for repair,
- interruption of the Maintenance Support Service due to strike or force majeure.
- copying, transferring, storing, destroying or using electronic files and/or information in violation of the law, if these files and/or information have been stored on the Provider's applications, within the framework of the secure accesses entrusted to the Customer by the Service Provider.

Force majeure

Neither Party shall be liable for failure to meet its contractual obligations if such failure is due to an event beyond its control and unforeseeable at the time of signing the contract. In such circumstances, the Party affected by the unforeseeable event shall notify the other Party in writing and shall take all reasonable steps to enable performance to take place as soon as possible. If performance is rendered impossible, or if the economic conditions of performance are disrupted, the Parties undertake to find an amicable solution to adjust the deadline and the conditions of the contract. If no negotiated solution is found, the Provider shall have the right to terminate the contract by giving 15 days' notice, without any compensation being due on either side. In any event, the Customer shall remain liable for its contractual payment obligations.

Subcontracting

It is expressly agreed between the parties that the Services may be subcontracted by the Provider to providers meeting the same qualification requirements.

The Provider may subcontract all or part of the services, in particular to companies of the Provider's Group (HDS Group). The Provider shall be responsible for the subcontracted services and for the compliance of the subcontractor with non-disclosure obligations - except in the particular case of Internet access providers.

Non-solicitation of personnel

Each of the Parties undertakes, during the term of this contract plus a period of twelve months from its expiry, not to take into its service, hire or make offers of employment to an employee of the other Party assigned to the performance of this contract without the prior written consent of the other Party.

Non-disclosure

Each of the Parties undertakes, by way of a non-disclosure clause, for the entire duration of the Contract and for a period of three years after the expiry of the Contract, for whatever reason, to maintain complete confidentiality, by refraining from disclosing, directly or indirectly, any information, knowledge or know-how whatsoever concerning its co-contractor and its operating methods, to which it may have had access in the course of performing the Contract, unless said information, knowledge or know-how has fallen into the public domain or arises from an administrative or court order.

Each of the parties also undertakes to ensure that these provisions are respected by their personnel and by any employee or third party who may be required to intervene in any capacity whatsoever in the framework of the Contract.

Intellectual property

These general terms and conditions do not imply any transfer of intellectual property rights of any kind to the Customer on the software and applications marketed, which remain the property of the Provider.

The Customer undertakes to respect the proprietary notices on the software, media or documentation.

The Customer shall refrain from any action that may directly or indirectly infringe the Provider's intellectual property rights to the software it publishes.

Processing of personal data

The provisions relating to the protection and security of Personal Data are described in the Annex entitled "Processing of Personal Data".

In general and in the framework of the processing of Personal Data, each of the Parties undertakes to comply with the regulations relating to the protection of such data, and in particular by completing the formalities incumbent on it under said regulations.

Applicable law – Resolution of disputes - Jurisdiction

This Contract is subject to French law.

In the event of a dispute, the Parties undertake to do all possible to find an amicable solution.

If no amicable solution can be found, any dispute relating to the conclusion, interpretation and performance of the Contract shall be submitted to the Commercial Court of Paris, which shall have exclusive jurisdiction, including in summary proceedings, notwithstanding guarantee claims or multiple defendants.