

## GENERAL TERMS AND CONDITIONS FOR DSN SERVICES AKANEA DEVELOPPEMENT

Having defined its needs according to its structure, its organisation, the knowledge of its staff, and information useful for its decision-making in accordance with Articles 1112 et seq. of the French Civil Code, the Customer wishes to subscribe to the DSN service (electronic transmission of individual employee data via payroll software) provided by Akanea Développement, entered in the Lyon Trade and Companies Register under No.330 573 775, (hereinafter the "Service Provider") in accordance with the terms provided for in these General Terms and Conditions.

### **1. PURPOSE**

The Service Provider shall use its expertise to provide the service entrusted to it by the Customer. The scope of the service is described in paragraph 5 of this Agreement.

### **2. AGREEMENT DOCUMENTS**

The Agreement consists of the following agreement documents presented in decreasing order of legal value:

- these General Terms and Conditions,
- the Purchase Order whereby the Parties have agreed to order the services,

If there is any contradiction between the different documents, the provisions of the higher-ranking documents shall prevail.

### **3. DURATION**

The Agreement covers a period of 36 (thirty-six) months from the date on which the Purchase Order is signed.

This agreement shall be automatically renewed for successive periods of one (1) year, unless terminated by the Service Provider or the Customer by registered letter with acknowledgement of receipt, at least one (1) month before the current period expires.

### **4. TERMS OF EXECUTION OF THE WORK**

Under this Agreement, the Service Provider shall use its best endeavours to ensure that the resources deployed are such as to enable the service to be carried out properly. Given the technical nature of the service, the Service Provider provides a commitment to the Customer regarding the technical expertise of its staff assigned to execute the services.

### **5. SCOPE OF THE AGREEMENT**

#### **5.1. Conditions for access to the service**

The DSN configuration must be carried out by the Service Provider or validated by it if this configuration has been previously carried out by another service provider.

#### **5.2. Scope of support**

This Agreement includes:

- Support and assistance in resolving anomalies;
- Handling the referral to the Publisher in the event of malfunction;
- The installation, within the limit of three interventions, of any unit correction element (hereinafter: "Patch(es)") or updates to the i7 generation SAGE Payroll & HR software package (hereinafter the "Software Package") published by Sage (hereinafter the "Publisher"). The interventions covered under this purchase order do not include major updates on the Software Package or any other actions on the Customer databases which must respectively be the subject of a separate quotation.

#### **5.3. Services included**

- Access to telephone support;
- Access to remote maintenance support;
- Access to the portal;

#### **5.4. Terms of access to DSN support**

- Formalisation of the request from the Customer portal;
- The request must be explicit and documented: screenshots, transfer of the error report;
- The anomaly must be able to be reproduced by the Publisher in a standard environment.

#### **5.5. Elements excluded from the Agreement**

- Site visits;
- The installation of patches or application updates other than those listed in Article 5.2 above;
- Settings resulting from the installation of a patch or an update;
- The direct handling of the relationship with the organisations adhering to the DSN charter;
- Settings related to the initialisation of the DSN;
- Settings related to the modification of the DSN specifications;
- The Customer's training;
- Use not in accordance with the documentation delivered by the Publisher.

The Service Provider may not be held liable for the lack of backups, non-compliance with technical recommendations or the failure of the workstations, servers or peripherals.

Nor shall the Service Provider be held liable for the content and amounts declared by the Customer or for any delay in sending the declarations.

### **6. CONTRACTUAL COMMITMENTS**

#### **6.1. Type of commitment**

Under this Agreement, the Service Provider is bound by a best efforts commitment.

#### **6.2. Response times**

As part of strict compliance with the procedure described in this Agreement, the Service Provider undertakes to deal with the request as soon as possible.

#### **6.3. Service Availability Times**

From 9:00 a.m. to 12:30 p.m. and from 2:00 p.m. to 5:30 p.m. Monday to Friday (Metropolitan France time except public holidays).

If the service is exceptionally unavailable, the Customer shall be notified by email no later than one week before the date of unavailability.

### **7. DELEGATION - SUBCONTRACTING**

The Service Provider is prohibited from subcontracting all or part of its obligations and commitments under this Agreement without the Customer's prior written consent.

Should the Customer specifically agree to the use of subcontracting:

- The Service Provider undertakes to ensure that the subcontractors have guarantees at least equivalent to its own in terms of expertise;
- The subcontractors shall be bound by the same obligations and commitments as those contained in this Agreement incumbent upon the Service Provider;
- The Service Provider shall be jointly and severally liable to the Customer for the proper performance of the Agreement;

## **8. OBLIGATIONS OF THE CUSTOMER**

The Customer shall appoint within its staff a qualified contact person responsible for coordinating the relationship with the Service Provider.

The Customer shall provide the Service Provider with all the information and documents necessary for the performance of the service and shall notify it of any changes that may affect the conditions for executing the assignment.

## **9. FINANCIAL TERMS**

The price and the invoicing procedures for the services are described in the relevant Purchase Order.

The price is exclusive of tax. It is subject to the VAT in force on the invoicing date.

If payment is not made on time, the sums owed to the Service Provider in this respect shall automatically bear interest at an annual rate equal to three times the legal interest rate.

A flat-rate fee of 40 euros for recovery costs shall be automatically due without prior notification by the beneficiary in the event of late payment.

The Service Provider reserves the right to ask the beneficiary for additional compensation if the recovery costs actually incurred exceed this amount, upon presentation of receipts.

Notwithstanding the provisions of Article 1342-10(1) of the French Civil Code, it is expressly agreed that if multiple invoices are due and the Customer makes a partial payment, the Publisher shall be free to apply said payment as it sees fit.

In the event of non-payment of a single invoice by its due date, the Publisher may, without prior formal notice, demand the immediate payment of all sums remaining due to it by the Customer. The Publisher shall then have the right to suspend the performance of its Services until the Customer pays the invoice in question. The Parties agree that this suspension cannot be considered as a termination of the agreement due to the Publisher or give rise to any right to compensation for the Customer.

No netting may occur without the Publisher's formal agreement.

## **10. PRICE REVISION**

The Service Provider reserves the right to revise the amount of the fee annually at each renewal by applying the new rate in force.

This increase shall be applied annually on each anniversary date for services invoiced annually, or on the first due date following 1 January of each year for services invoiced quarterly, or on 1 January for services invoiced monthly.

In the event of a change in the offered services, the fee may also be revised. In such case and unless otherwise instructed by the Customer by registered letter with acknowledgement of receipt no later than one (1) month after the notification of the modification, the new conditions shall automatically apply.

The Agreement shall be terminated if the Parties fail to come to an agreement.

## **11. CONFIDENTIALITY**

The Service Provider and the Customer agree to treat as strictly confidential any information, methods, know-how and documentation exchanged between the parties or which the parties may be required to know during the performance of this Agreement.

In particular, any economic, technical, functional, organisational, commercial, etc. information, data that is unavailable to the public, any conversations in which they participate and any documents issued shall be treated as strictly confidential.

Each Party shall remain the owner of its information, methods and know-how.

The Parties undertake not to use this confidential information for purposes other than those necessary for the proper performance of the Agreement and in particular not to disclose it to third parties (excluding authorised subcontractors that are subject to an obligation of confidentiality which is at least as restrictive in scope as that stipulated in the Agreement) except with the prior agreement of the Party from which the information concerned originates.

The Parties undertake to implement the appropriate means to preserve the confidentiality of this information and to ensure that this obligation is fulfilled by all their corporate officers, employees, workers, any subcontractors and the third parties they use.

The aforementioned obligations relating to confidentiality shall remain in force for the duration of the contractual relations resulting from this Agreement and for a period of 5 years from the end of the Agreement for any reason whatsoever.

At the end of the Agreement for any reason whatsoever, the Parties shall return or destroy the confidential information held under the conditions referred to in the previous article.

## **12. LIABILITY AND INSURANCE**

### ***12.1. Liability***

The Service Provider shall not be held liable for any delay in the performance of the Services. In addition, the Service Provider cannot be held liable for any reckless application or lack of application of the instructions for use provided or advice not provided by the Service Provider itself.

In no event shall the Service Provider be liable for the destruction or deterioration of files or programs. The Customer shall be responsible for protecting against these risks by making the necessary backups.

In no event shall the Service Provider be liable to the Customer or third parties for indirect damages such as operating losses, commercial damages, loss of customers, loss of orders, any commercial disturbance, loss of profit, damage to the brand image, or losses of data and/or files.

In any event, and irrespective of the basis of the Service Provider's liability, damages and any compensation owed to the Customer by the Service Provider for any cause whatsoever may not exceed the sums paid by the Customer under the Purchase Order concerned.

In addition, in the event of personal injury caused by the Service Provider or one of its employees, the Service Provider shall compensate the victim in accordance with the applicable legal provisions.

It is expressly agreed between the Parties, and accepted by the Customer, that the provisions of this clause shall continue to apply even in the event of cancellation hereof found by a court decision that has become final.

The provisions of these terms and conditions establish an allocation of risks between the Service Provider and the Customer.

The price reflects this allocation as well as the described limitation of liability.

### ***12.2. Insurance***

The Service Provider undertakes to obtain insurance and maintain its insurance policy in force with an insurance company known to be solvent, for all financial consequences of its civil and professional liability resulting from personal injury and material and non-material damage caused to the Customer and to any third party in connection with the performance of the Agreement.

## **13. TERMINATION**

If one of the Parties breaches an obligation provided for in the Agreement, not repaired within fifteen (15) calendar days from the sending of a registered letter with acknowledgement of receipt, the

other Party may assert the termination of the Agreement without prejudice to any damages that it could claim hereunder.

In addition, in the event of non-payment of sums owed by the Customer, not the subject of reasoned reservations, and explicitly reported to the Service Provider, the Service Provider may terminate the Agreement automatically and without delay after having notified the Customer by registered letter with acknowledgement of receipt, which shall not prevent the Service Provider from making every effort to recover its debts.

#### **14. ASSIGNMENT OF THE AGREEMENT**

This Agreement may not be assigned in whole or in part by either Party without the other Party's express prior written agreement.

#### **15. NON-SOLICITATION OF STAFF AND SUB-CONTRACTORS**

Unless expressly agreed by the undersigned, each party undertakes not to hire away the other party's staff throughout the term of this Agreement and for a period of 12 months after the termination of said Agreement. The same shall apply to the subcontractors and staff of the subcontractors that the Service Provider may have to bring in to work at the beneficiary's premises.

If either party fails to comply with this commitment, said Party shall owe the other Party a lump sum equal to twice the annual gross remuneration of each person hired away.

#### **16. FORCE MAJEURE**

The liability of the Parties shall be fully discharged if the non-performance by either party of part or all of its obligations results from a case of force majeure.

Initially, cases of force majeure shall suspend the performance of the Agreement, and the Parties shall meet to determine how their relations will continue.

If cases of force majeure last more than one (1) month, the Agreement shall be terminated automatically, unless otherwise agreed between the Parties.

The following are expressly considered to be cases of force majeure or unforeseeable events, in addition to those usually recognised by the case law of the French courts: blockage, disruption, or congestion of telecommunications networks, poor quality of the electrical current, blocking of means of transport or supply for any reason whatsoever, inclement weather, epidemics, earthquakes, fires, storms, floods, water damage, governmental or legal restrictions, as well as legal or regulatory changes in the forms of marketing.

#### **17. MISCELLANEOUS PROVISIONS**

##### ***17.1. Applicable law***

This Agreement is subject to French law, excluding the conflict of law rules. This law applies both to the substance of the Agreement and to the examination of its validity.

##### ***17.2. Jurisdiction***

In the event of a dispute relating to the validity of the Agreement and the obligations arising therefrom, the competent court shall be the Paris Commercial Court, to the exclusion of any other. This court shall have jurisdiction for any dispute, including in the event of a third-party notice or multiple defendants as well as for any type of proceedings, whether on the merits, in summary proceedings or by motion.

##### ***17.3. Personal data:***

The applicable conditions concerning personal data are defined in the appendix entitled "Conditions for the processing of personal data applicable to software packages installed at the Customer's sites as well as the associated services"

##### ***17.4. Statistical Data***

The Customer expressly agrees that the Publisher may use the data collected from the Customer's use of the Software Package and previously anonymised for statistical purposes and for the improvement of the Software Package provided that such data do not constitute personal data.

##### ***17.5. Notifications***

All notifications required by the Agreement shall be made by registered letter with acknowledgement of receipt and shall be deemed validly made at the addresses indicated at the beginning hereof unless a change of address notification has been provided. Notwithstanding the notifications provided by registered letter with acknowledgement of receipt, the Parties agree that information relating to the entry into or performance of the agreement may be sent by email. In particular, in accordance with Article 1126 of the French Civil Code, the Customer acknowledges that the Publisher may send to it by email any notification relating to the evolution and modification of the Agreement. The Customer therefore expressly accepts the use of this mode of communication. The Parties agree that emails exchanged between them shall constitute valid evidence of the content of their exchanges and commitments.

##### ***17.6. Commitment of the parties***

The Parties agree that the validation of the Purchase Order, the entry into and renewal of the agreement, as well as the payment of fees and/or invoices issued mean that the Customer has read and accepted the General Terms and Conditions in force as of the date of such validation, entry into or renewal of the Agreement, or payment. The Customer is hereby informed that these General Terms and Conditions are accessible from the [www.akanea.com](http://www.akanea.com) website in accordance with Articles 1125 and 1127-1 of the French Civil Code.

Earlier versions of the General Terms and Conditions are also available on the [www.akanea.com](http://www.akanea.com) website. The Parties agree that such provisions are for informational purposes only and do not imply the applicability of these earlier versions.

It is understood that these General Terms and Conditions cancel and replace the General Terms and Conditions previously accepted between the Parties having the same purpose and in the course of performance. They take precedence over any unilateral document of one of the Parties, including the Customer's purchase order. However, any specific conditions provided for in the Purchase Order duly signed by both Parties shall be applicable to the Services exclusively designated in said document. Any particular annotation manually added by the Customer shall have value only if it is expressly accepted by the Publisher.

##### ***17.7. Non-waiver***

The failure of one Party to take action against a breach by the other Party of any one of its obligations set out herein cannot be construed as a waiver of the obligation in question in the future.

##### ***17.8. Unforeseeable Events***

Notwithstanding Article 1195 of the French Civil Code, in the event of an unforeseeable change of circumstances upon entry into the agreement rendering the performance excessively onerous for the Customer, the Customer shall not be entitled to a renegotiation of the agreement.

##### ***17.9. Invalidity***

If any provision of this Agreement is declared invalid, the parties undertake to negotiate in good faith the provisions necessary to replace it without the entire agreement being called into question.

