

## GENERAL TERMS AND CONDITIONS

*In the absence of a signed contract between the Parties, the following provisions apply to deliveries of software and/or infrastructure software and hardware, hosting resources and professional services (hereinafter the "Services") provided by Prodware to the Customer and prevail in all circumstances.*

*The clauses of this document are only intended to be residuary by nature and only apply in the absence of negotiation requested by the Customer.*

*PRODWARE is prepared to negotiate on each of the provisions provided below. In the absence of any request for negotiation and / or signature of a contract between the Parties, the order by the customer to PRODWARE implies the acceptance without any reservation of the present general terms and conditions.*

*Therefore, no written annotation of the customer on the quotation or on any other contractual document will have value between Parties, except if expressly accepted in writing by PRODWARE for the said adjustments or references.*

### CHAPTER I: COMMON PROVISIONS

#### 1/ ORDERS AND EXECUTION

Any order placed with PRODWARE becomes final upon acceptance by PRODWARE of an order form, a commercial proposal, or a quotation signed by the Customer (hereinafter referred to as the "Order").

The Order, these General Terms and Conditions, any applicable Service Level Agreement ("SLA"), and any other applicable exhibit together constitute the "Agreement"

In the event of a conflict between the documents comprising the Contract, the following order of precedence shall apply:

- (a) any specific Order (or any specific terms);
- (b) these General Terms and Conditions;
- (c) any applicable SLA;
- (d) any other applicable exhibit.

#### 2/ TERM, RENEWAL & TERMINATION

**2.1 Services.** The term for the performance of the Services is specified in the applicable Order (the "Initial Term"). Upon expiration of the Initial Term, and save otherwise mentioned in the Order, the Order shall renew automatically for the same period unless either Party notices the other Party of its intention not to renew, by registered letter, at least ninety (90) days prior to the end of the then-current term.

**2.2. Licenses.** The rights of use of software licenses provider under this Agreement are granted to the Customer for the entire duration of the copyright for perpetual mode licenses, or for the period indicated on the Order for subscription or Cloud mode licenses. By Cloud mode license, the Parties mean an application in rental mode of the SaaS (Software as a Service) type, i.e. made

available remotely by its publisher through a network and, in general, updated automatically.

Either Party may terminate the Agreement immediately, without court intervention, by registered letter in the event of:

- material breach not remedied within thirty (30) days of notice;
- bankruptcy, insolvency, seizure of assets, or cessation of business of the other Party.

### 3/ FINANCIAL ARRANGEMENTS

The Services and deliveries are provided under the tariff conditions specified in the Order.

For Services an annual adjustment of the tariff may be made according to the Syntec Index available here; <https://www.syntec.fr/indicateurs/indice-syntec/> or any successor index if discontinued.

For license fees in rental mode or in Cloud mode, for hosting resources, or for enhancement Services (patches, new versions) applicable to perpetual licenses,

- PRODWARE reserves the right to revise the amount by applying the new tariff in force indicated by the Publisher or the cloud vendor or the subcontractor (where applicable).

- If the order includes, at the Customer's expense, a turnover commitment and/or a minimum commitment period, the Customer undertakes to order the license or hosting resource exclusively from PRODWARE for the entire contractual period from the date of its first delivery and to comply with the agreed minimum

Applicable taxes will be invoiced additionally. Travel and accommodation costs will be charged to the Customer over general conditions of purchase of the Customer.

Unless specified otherwise on the commercial proposal or quotation, each invoice is payable thirty (30) days from the invoice date by wire transfer or SEPA direct debit. No discount is applied in case of early payment.

In the event of unjustified non-payment of an invoice owed by the Customer, PRODWARE reserves the right to notify the Customer by registered letter with acknowledgement of receipt, then, without reply within eight days, to immediately suspend deliveries or Services in progress until full payment of the price. The Customer must bear all consequences of this suspension, including price increases, delays in the deadlines, etc.

Any late payment will also lead to the immediate playability of all sums remaining due by the Customer to PRODWARE, whatever they relate to.

According to the article L.441-10 of the French Commercial Code, default payment on any due date could result in the payment of default interest calculated on the sums due at a rate equal to three times the statutory rate of interest applicable on the issue date of the invoice. Moreover, in case of late payment by the Customer, a fixed

compensation for recovery costs in the amount of forty (40) euros will be due by the Customer automatically. An additional compensation may be claimed by PRODDWARE where the recovery costs incurred exceed the amount of the above-mentioned fixed compensation.

Any cancellation of a day of Services by the Customer less than five (5) working days before the scheduled date of the provision involves the billing of 100% of the amount due. Notification of any cancellation must be made in writing. The date to be considered in determining the five (5) day period is the date of receipt of the notification by PRODDWARE.

#### 4/ CONFIDENTIALITY

Each Party undertakes, regarding the content of the agreed provisions (including the present document and associated commercial terms), and regarding the information of the other Party which may be known within the implementation of the Services, insofar as such information is of a sensitive nature in terms of economic, technical or commercial interests, or is declared as such by either of the Parties, to keep such information strictly confidential and refrain from communicating it to any third party, except when strictly necessary for the implementation of the Services, and to refrain from using it, directly or indirectly, or allowing its use by a third party under its control, for any purpose other than the proper execution of the present agreement.

The confidentiality obligations shall continue for the duration of this document and for a period of two (2) years after its expiry, termination or cancellation, whatever the reasons or grounds.

#### 5/ PERSONAL DATA

When PRODDWARE acts as a Subcontractor, the Customer having the status of Data Controller, PRODDWARE and the Customer are bound by a Data Processing Agreement pursuant to article 28-3 of the GDPR, available at the following link:

[https://gdpr.prodwaregroup.com/docs/fr/dpa\\_en.pdf](https://gdpr.prodwaregroup.com/docs/fr/dpa_en.pdf)

Customer acknowledges having read and accepted it.

Therefore, PRODDWARE undertakes in particular to:

- process personal data only on the basis of documented instructions from the Data Controller
- ensure the confidentiality of personal data processed under this contract;
- ensure that persons authorised to process personal data undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality;
- take all the required measures provided by Article 32 of the GDPR;
- comply with articles 28-2 and 28-4 of the GDPR to recruit a subcontractor;
- help the Data Controller, by appropriate technical and organizational measures, as far as possible, to fulfil its obligation to respond to requests providing from data

subjects exercising their rights provided by Chapter III of the GDPR;

- help the Data Controller to ensure compliance with the obligations provided by articles 32 to 36 of the GDPR, considering the nature of the data processing and the information available to the Data Processor;
- according the Data Controller's choice, delete all personal data or return them to the Data controller at the end of the Services related to the data processing, and destroy the existing copies;
- make available to the Data Controller all the necessary information to demonstrate compliance with the obligations provided in this article and to enable audits to be carried out, including inspections.

When acting as Data Controller, PRODDWARE implements a personal data processing in order to manage Customer's and prospects' accounts in particular.

PRODDWARE's affiliates and its partners may be recipients of personal data. According to the "Informatique et Libertés" Law, the Customer has rights of access, objection and correction and may exercise them by sending an email to [dpo@prodware.fr](mailto:dpo@prodware.fr)

#### 6/ WARRANTIES AND LIABILITY

Prodware certifies that it holds an insurance policy covering its civil and professional liability. The Customer bears the risk of the selection, use and application within its organization of the equipment, software, websites and data as well as of the services to be provided by Prodware. The customer is also liable for inspection and protection procedures and for proper system administration and backup. To this extent, Prodware does not guarantee any defect resulting from misuse, casualty loss, use or combination of the equipment, software, websites, services and data with any products, goods, services or other items furnished by anyone other than Prodware (unless recommended otherwise mentioned by Prodware in written), any modification of the equipment, software, websites services and data not made by or for Prodware, or any use of above mentioned items by Customer in contradiction of the terms of this Agreement

The Customer is responsible under its own direction for making regular backups of all data, files and programs to which PRODDWARE may have access. Unless PRODDWARE is contractually in charge of the backup service, the Customer waives the right to invoke the liability of PRODDWARE for any damage occurring to files, stored data or any other documents or programs that it could entrust to PRODDWARE or which PRODDWARE could have access in the context of the Services to be provided.

It is the Customer's responsibility to comply with the conditions, limits of use, and prerequisites applicable to the software products and hosting Services for which it obtains the right to use via PRODDWARE. The Customer waives its right to seek the liability of PRODDWARE in the event of non-compliance with the latter.

In order to prevent any computer risk, PRODDWARE implements best practices in terms of computer protection and therefore cannot be held liable for any

contamination of the Customer's files and/or data by any virus and for any harmful consequences of such contamination.

Any Indirect damage suffered by the Customer is excluded from any claim for compensation. Indirect damage includes, without limitation, loss of revenue, business interruption, loss of customers, loss of orders, loss of profit, loss of financial yield, loss of income, damage to the brand image, interruption of use or availability of the data, loss of data and/or files, or any claim made by a third party whatsoever against the Customer.

- In any event, the amount of compensation payable by PRODDWARE, if its liability was recognised by a final decision of a court, including all reasons, may not exceed the total amount actually received by PRODDWARE in respect of the deliveries or Services provided within the framework of the actual current agreement which gave rise to the incident, or
- in the particular case of Orders relating to license or hosting services, the amount of the penalties owed by the Publishers and cloud vendors under the said contracts.

Moreover, by way of derogation from article 1222 of the French Civil Code, the Parties expressly agree to exclude forced execution by a third party or by the Customer himself at PRODDWARE's expenses.

It is expressly agreed between the Parties and accepted by the Customer that the provisions of this clause will continue to apply even after the termination of the provisions hereof recognised by a final court decision.

These provisions determine a distribution of risks between PRODDWARE and the Customer. The price reflects this distribution and the limitation of liability described here above.

## 7/ SUBCONTRACTING

Prodware may subcontract all or part of the Services to one or more subcontractors of its choice.

Prodware shall remain fully liable to the Customer for the performance of the Services.

## 8/ REVERSIBILITY

Upon expiry or termination of the Agreement, and upon Customer's written request, Prodware shall provide reasonable assistance to facilitate the transition of the Services or applicable data to Customer or to a third party designated by Customer ("Reversibility Services"). The scope of the Reversibility Services, including any deliverables, documentation or data to be returned, shall be defined jointly in writing by the Parties. Such services shall be performed under conditions consistent with this Agreement.

Reversibility Services shall be provided on a paid basis, at Customer's sole cost and expense, in accordance with Prodware's applicable professional services rates at the moment of the effective performance of Reversibility Services, unless otherwise agreed in writing. Prodware shall have no obligation to provide any services beyond

those expressly agreed between the Parties or in case of any unpaid invoices due to Prodware.

## 9/ FIGHT AGAINST FRAUD AND CORRUPTION/CONFLICTS OF INTEREST

PRODDWARE fights against fraud and corruption and intends that any person or company in relation with it adheres to the same principles and scrupulously complies with the laws and regulations in force.

Consequently, PRODDWARE and the Customer undertake to comply with the laws and regulations in force applicable to their activity, as well as the document "Business Ethics Policy" adopted by PRODDWARE.

The Customer also undertakes to respect the laws and regulations related to the fight against corruption, and to do nothing, by action or omission, that might engage PRODDWARE's liability for non-compliance with existing non-corruption regulations. Moreover, the Customer undertakes to inform PRODDWARE without delay of any event that would be brought to his attention and which could result in obtaining an undue advantage, financial or of any other nature in the framework of these General terms and Conditions and to provide any necessary assistance to PRODDWARE into responding to a request from an authorized authority related to the fight against corruption.

Any breach by the Customer to its obligations will be considered as a serious breach, and PRODDWARE will have the possibility, at its sole discretion, to terminate these General Terms and Conditions without notice or compensation and subject to the damages that PRODDWARE could claim as a result of such a breach.

The Parties will cooperate in all investigations related to the actual or suspected violation of this article and the regulations concerned in force.

For the sake of transparency, the Customer must inform PRODDWARE of any conflict-of-interest risk. There is a conflict of interest when the Customer or one of its managers, employees or majority partners has family or capital ties with one of PRODDWARE's employees who is likely to have an influence on the terms of the planned Services.

## 10/ COMPLIANCE WITH INTERNATIONAL RESTRICTIONS

The Customer (i) undertakes, for the entire duration of the licenses use, to comply with any law, regulation or standard imposing sanctions and adopted by any competent authority, such as the Union European, the United Kingdom, the United States or France; (ii) certifies that neither the Customer nor any of its affiliates appears on any "excluded list" (or other similar list specifically targeting sanctioned persons), and that neither the Customer, nor any of its affiliates is controlled by a politically exposed person; and (iii) certifies that it has appropriate procedures and controls in place to verify and demonstrate its compliance with this article and undertakes to maintain and apply these procedures and controls for the entire duration of this Agreement.

The Customer undertakes to inform PRODDWARE immediately of any of its breach or a breach by one of its

affiliates to the obligations defined in this article, or if a third party has any reasonable reason to believe in such a breach. The Customer undertakes to indemnify PRODDWARE, its subsidiaries, employees, advisers and agents for all harmful consequences of a breach by the Customer to its obligations provided in this article, including in particular any litigation, costs, damages, losses, liabilities and expenses. resulting therefrom (including any attorneys' fees and court costs rendered necessary).

**11/ ELECTRONIC SIGNATURE**

The Parties agree to sign these General Terms and Conditions electronically using a secured electronic signature process, in accordance with regulations and in particular European regulations and articles 1367 and following of the French Civil Code, making it possible to authenticate the signatories and guarantee the integrity of the document in an electronic format. For this purpose, the Parties agree to use the DocuSign online platform.

The Parties agree that the electronic signature expresses their consent for this document to be legally binding for the Parties, and that the electronic signature they affix to this document has the same legal value as their handwritten signature and that the technical means implemented within the framework of this signature confer a certain date on this document.

The Parties acknowledges and accept that the signature process used allows them to have a copy of this document on a durable medium or to have access to it, in accordance with Article 1375 paragraph 4 of the French Civil Code.

Accordingly, the Parties:

- acknowledge that this electronic, PDF format version of these General Terms and conditions is an original;
- expressly recognize that these General Terms and conditions have the same probative value as a hard-copy written document in accordance with articles 1366 and following of the French Civil Code and that they can validly be invoked against them,
- undertake to guarantee the confidentiality and integrity of these General Terms and Conditions,
- undertake not to contest the admissibility, enforceability or probative force of the elements hereof on the basis of their electronic nature.

**12/ ASSIGNMENT**

The Customer may not assign, transfer or otherwise dispose of this Agreement, in whole or in part, whether voluntarily, by operation of law, or otherwise, without the prior written consent of Prodware. Notwithstanding the foregoing, Prodware may withhold its consent to any proposed assignment by Customer in particular where such assignment (i) could make a risk of non-payment of any invoice due to Prodware (related to or resulting from insolvency, bankruptcy, liquidation, or any similar proceeding); or (ii) would cause Prodware to breach applicable export control, trade sanctions, or other regulatory compliance obligations. Any attempted assignment in violation of this clause shall be null and void.

**13/ NON-SOLICITATION**

Each Party waives the right to engage or employ, directly or through an intermediary, any employee of the other Party, whatever his specialisation and even if the initial request is made by said employee. This waiver is valid for the duration of the present document and for a period of two (2) years from the end of the Services. In the event that a Party does not respect this obligation, it must indemnify the other Party immediately by paying it a lump sum equal to the gross salary that this employee has received during the twelve (12) months preceding his departure.

**14/ LAW AND AWARDING OF JURISDICTION**

These provisions are subject to French law.

In case of dispute, and after attempts of resolution via an amicable procedure, jurisdiction is assigned to the Court of Economics Affairs of Paris, notwithstanding multiple defendants, or a warranty claim, including for procedures on request or emergency procedures. In the case of the Customer's opposition to a request for an injunction to pay, express jurisdiction is also attributed to the Court of Economics Affairs of Paris.

**CHAPTER II: PROVISIONS RELATING TO LICENCING OF SOFTWARE PRODUCTS**

**15/ GENERAL PROVISIONS RELATING TO LICENCES**

In the absence of a license agreement signed by the Customer, any license granted by PRODDWARE shall be issued in accordance with the terms and conditions of the publisher of the software product concerned. The publisher may be able to provide the text of the license in English only.

The Customer expressly acknowledges that it is aware of these conditions and limits of use imposed by the publisher, the licensing and pricing rules, the conditions of support and version upgrades, the data backup and restoration procedures, as well as the technical prerequisites applicable to the software products for which it obtains rights of use via PRODDWARE. It is the Customer's responsibility to comply with these conditions.

The limitations and exclusions of liability imposed by the publishers shall apply to the Client and shall be fully enforceable against it.

In accordance with the terms and conditions stipulated on the Order and in compliance with those of the publisher, the Customer may add or remove licenses and undertakes to pay the related fees to PRODDWARE.

In order for the Customer to have access to corrections and upgrades for perpetual or rental mode licenses, the Customer acknowledges that it must subscribe to a generally separate enhancement service for access to upgrades (corrections, new versions), in accordance with the policy of the publisher concerned.

The Customer acknowledges that any service necessary for the implementation of the software products, the application of patches and upgrades are provided either by the Customer itself if it has the means and skills to do so, or by PRODDWARE through the provision of implementation

services and/or a separate support contract. Likewise, the Customer understands and accepts that any modification of the software product and/or its environment must systematically be accompanied by tests carried out by the Customer or ordered from PRODDWARE in order to avoid any technical or functional regression that would impact the Customer's business.

If the publisher chooses to remove or upgrade a cloud or rental license from its catalogue:

- Either an identical replacement license is available from the publisher and the new license automatically replaces the old license subscribed to, without it being necessary to regularize a new Order,
- Either a substitution license similar in terms of scope is available: in this case 2 alternatives are possible (i) the parties agree to sign a new Order for this substitution license, or (ii) the Customer terminates the license, without subscribing to the substitution license, with a minimum notice of 2 months,
- Either neither the publisher nor PRODDWARE offers a substitute license: the Customer may then terminate the license with a minimum of 2 months' notice, or in the absence of termination by the Customer, the license will terminate on the end date of availability announced by its publisher.

In order to attest to its partnership with PRODDWARE on the licenses subscribed to, the Customer will systematically specify the latter as its exclusive partner at the request of PRODDWARE or the publishers concerned, by all means at its disposal. If this compulsory listing is not carried out, PRODDWARE may immediately terminate the current agreements for failure by the Customer to meet its contractual obligations.

The provisions applicable to the licenses of which PRODDWARE is the publisher and to their enhancements (patches, new versions) are systematically the subject of separate contracts.

It should be noted that the publisher retains, in its capacity as author, the intellectual property rights attached to the software product as well as all related prerogatives. The right of use granted to the Customer hereunder is personal, non-exclusive, non-transferable, for its internal needs only, and granted for the duration agreed in the Order, and only for the computer equipment and site(s) of the Customer designated in the Proposal. Use limited to the Customer's internal needs shall be understood to mean use by the Customer's qualified users. The Customer shall not acquire any intellectual property rights, nor any other rights other than those conferred by the publisher.

The Customer shall use the software product in accordance with its documentation and shall regularly train its staff, particularly on new versions.

The Customer must imperatively comply with the terms and conditions for version upgrades provided by the publishers in order to continue to benefit from the support services of the latter.

PRODDWARE may not be held liable for any errors, malfunctions or bugs in the software products offered for which it is not the publisher, as well as in their patches,

changes and new versions. These software products are covered by the publisher's warranty. In its capacity as a simple intermediary, PRODDWARE may not be held liable or take over the guarantee of the software products marketed, their patches, developments and new versions, whatever the circumstances, as these supplies are the responsibility of the publishers themselves.

Similarly, PRODDWARE shall not be liable for the consequences, whatever they may be, of the installation of patches, changes and new versions supplied by the publishers and installed on the Customer's system.

**16/ SPECIAL CONDITIONS APPLICABLE TO MICROSOFT AND SAGE LICENSES**

- The Customer who acquires MICROSOFT licenses via PRODDWARE confirms having read the conditions of use of Microsoft online services, and accepts all the provisions (including limitations of liability, warranty, etc.) made available at <https://www.microsoft.com/licensing/docs/customer-agreement> .
- For SAGE licenses acquired via PRODDWARE, the validation of the estimate, the conclusion of the contract or its renewal, as well as the installation and/or use of the service, imply the unreserved acceptance of the SAGE general conditions by the Customer. These general conditions are available on the Sage website at <https://www.sage.com/fr-fr/informations-legales/conditions-generales/>.

**CHAPTER III: PROVISIONS RELATING TO HOSTING SERVICES**

**17/ GENERAL CONDITIONS FOR HOSTING RESOURCES**

Through the Order, the Customer subscribes to PRODDWARE's hosting resources which are provided by PRODDWARE or by third party cloud vendors. By hosting resources, the Parties mean the allocation in rental mode of IaaS (Infrastructure as a Service) or PaaS (Platform as a Service) type services, i.e. infrastructure services that provide processing, storage and connectivity capacities made available remotely via a network, and which are made available and supported by their respective cloud vendors.

The Customer expressly recognizes that it is aware of the conditions and specifications of the Services ordered, as provided by the cloud vendor concerned, and undertakes to comply with the conditions and limits of use, the licensing and pricing rules, the conditions of support and version upgrades, the data backup and restoration procedures and the technical prerequisites applicable to the hosting resources for which it will obtain rights of use via PRODDWARE.

The rights to use the hosting resources are granted to the Customer for the period indicated on the Order. In accordance with the terms and conditions stipulated in the Order and in compliance with those of the cloud vendor, the Customer may modulate the allocation of the hosting resources either via PRODDWARE, or by itself through a portal, or automatically in accordance with a mechanism previously agreed to by the Customer. The Customer

acknowledges that it remains responsible for the consumption of its hosting resources and that any resource consumed is due to PRODDWARE in accordance with the invoicing and payment conditions stipulated in the Order.

In order to attest to its partnership with PRODDWARE on the hosting resources subscribed to, the Customer shall systematically specify the latter as its exclusive partner at the request of PRODDWARE or of the cloud vendors concerned, by any means made available to it. If this compulsory listing is not carried out, PRODDWARE may immediately terminate the current agreements for failure by the Customer to meet its contractual obligations.

If the cloud vendor chooses to remove a hosting resource from its catalogue, the Customer acknowledges that he must find a substitute service by himself or through PRODDWARE's services. In the latter case, either PRODDWARE provides an identical substitute resource or the Parties approve an equivalent substitute resource which will then be invoiced by PRODDWARE and paid for by the Customer without affecting the other terms and conditions of the Order. If no agreement is reached as to the continuation by PRODDWARE of a hosting service, PRODDWARE will discontinue the delivery of the resources on the date of their removal by the cloud vendor, all invoices being due by the Customer up to that date.

The Customer understands that the cloud vendors provide a right to use hosting resources as well as a maintenance service to ensure that these hosting resources comply with their specifications, including contractual service levels. The services necessary for the implementation and support of the hosting resources are performed either by the Customer itself if it has the means and skills to do so, or by PRODDWARE through the provision of implementation services and/or a separate support contract, in particular for the implementation of the infrastructure, the configuration and supervision of the hosting resources, the installation of patches, assistance with the implementation of new functionalities or new versions or for any other service that requires the assistance of PRODDWARE. The Customer understands and accepts that any change in the configuration of the hosting resources and/or their environment must systematically be accompanied by tests carried out by itself or ordered from PRODDWARE in order to avoid any technical or functional regression that would affect the Customer's business.

**18/ SPECIAL CONDITIONS FOR MICROSOFT HOSTING SERVICES**

The Customer who orders Microsoft hosting resources via PRODDWARE confirms that he has read the terms and conditions of use of Microsoft online services and accepts all the provisions (including limitations of liability, warranty, etc.) made available at <https://www.microsoft.com/licensing/docs/customeragreement>.

**CHAPTER IV: PROVISIONS RELATING TO THE PROFESSIONAL SERVICES**

**19/ COLLABORATION**

After defining its needs according to its structure, organisation and the knowledge of its staff, the Customer wishes PRODDWARE to provide the Services described in the issued order. These Services, thus defined, can be either installation, implementation, training and/or consulting services.

The Customer undertakes to make available to PRODDWARE all information and all documents necessary for the implementation of the Services in good conditions.

Generally speaking, the Customer agrees to provide Prodware's personnel with access to its employees either remotely or at its premises, as well as access to its IT facilities.

The schedule optionally attached to the commercial proposal or quotation corresponds to a realistic forecast based on the information supplied to PRODDWARE by the Customer. It may change according to the technical constraints and elements independent of the will of the Parties; it is purely indicative unless expressly stated otherwise. The refinement of the Customer's needs may lead to changes in the estimated costs related to the provision of the Services. Simply exceeding the expected completion dates in the schedule does not lead to a presumption of fault on the part of PRODDWARE in performing its obligations; the Parties agree that the good adherence to the estimated schedule depends on the availability of staff, software, premises and data that each of them is obliged to provide according to the present document.

Except for written provisions to the contrary, the Customer is the project manager of the Services provided in the context of this document.

**20/ RIGHTS GRANTED**

PRODDWARE grants the Customer:

- A non-exclusive, non-transferable right to use the Deliverables created in the context of this document, subject to payment of the agreed price to PRODDWARE.
- A right to copy the Deliverables for the purposes of backup or archiving.
- A right to modify the Deliverables and to combine them with other software, within the limits of the rights granted by the publisher.

The Licence to use the Deliverables granted in the context of this document will be effective on payment of the Services to PRODDWARE and will remain in force as long as the Customer continues their use. The Deliverables created are and will remain the property of PRODDWARE.

**21/ BENEFIT GUARANTEE**

PRODDWARE undertakes, within the framework of an obligation of means, to take all reasonable care in the execution of its deliveries and Services. PRODDWARE shall not be liable for any delay in the performance of the deliveries and Services since all delivery periods mentioned or agreed by Prodware, are not to be regarded as imperative deadlines (which are provided for informational and planification purposes only). Exceeding

a delivery period does not constitute a breach on the part of Prodware.

PRODWARE guarantees that it will perform its Services by qualified personnel, in accordance with the law, and that it is not subject to the provisions of the French Labor Code prohibiting illegal or irregular work.

**22/ SPECIFIC BILLING TERMS**

- a) Time and material basis services:

In the case PRODWARE would carry out more man days than initially ordered by the Customer, PRODWARE would invoice these additional man days on a time and material basis at the daily rate defined in the initial order.

- b) Prepaid Services Pack (PSP)

If the Client has consumed all of its PSP, the overtime will be invoiced by Prodware at the time spent at the PSP 10 hours hourly rate.

**CHAPTER V: PROVISIONS RELATING TO TRAINING SERVICES**

**23/ SPECIFIC PRICING CONDITIONS FOR TRAINING SERVICES**

In the event that the Customer wishes to finance the training services ordered via a Skills Operator (OPCO), it shall be the Customer's responsibility to make the request to the establishment of its choice. Payment for the training shall then be made in accordance with the following terms and conditions:

- The institution agrees to finance the training, and will make the payment directly to PRODWARE, without going through the Customer, or;
- The school agrees to fund the training and will make payment to the Customer. In this event, the Customer shall be obliged to make payment to PRODWARE for the training in accordance with the terms and conditions specified in these Terms and Conditions, or;
- The institution refuses to finance the training. The Customer shall be obliged to pay PRODWARE for the training in the manner specified in these Terms and Conditions. In the context of the provision of training services, the Customer undertakes to ensure that the participants meet the prerequisites set out in the PRODWARE training programme and catalogue.

**24/ RIGHTS GRANTED ON TRAINING MATERIALS**

PRODWARE remains the owner of the training materials, which it may make available to the Customer. Consequently, PRODWARE may freely use and dispose of the training materials, in particular in order to transfer them to any third party. The Customer expressly, definitively and irrevocably undertakes not to claim any right of ownership over the training materials made available to him and refrains from using them in any way whatsoever outside the training sessions provided by PRODWARE. PRODWARE remains the exclusive owner of all rights of representation and reproduction on all media,

including but not limited to paper, electronic, digital and other media, and by all means of distribution, as well as all rights of adaptation, the exercise of which is required by the technical constraints of such reproductions and representations relating to the said training materials.

**CHAPTER VI: PROVISIONS RELATED TO HARDWARE PRODUCTS**

**25/ DELIVERY**

Delivery times are provided as an indication and may vary in the event of an external event occurs (in particular in the event of a storm, blockage of the transport routes, etc.), or temporary stock-out at suppliers. Any late delivery with respect to the indicative time period cannot, in any case, neither give rise to an order's withdrawal from the Customer nor to a discount on the agreed price or to the payment of damages.

The equipment is sold with its incidentals and original instructions supplied by the manufacturer. PRODWARE cannot be held liable for the content and language of these products.

Any complaint for non-conformity or missing material on delivery must be transmitted to PRODWARE, with copy of the reservations made to the carrier, within 72 hours of the confirmation signature of delivery, in accordance with Articles L133-3 et seq. of the French Commercial Code. The reservations made at the time of delivery must be precise and complete as to the nature of the damage on the packaging and the condition of the goods (damage reservations and number of missing parts / damages to the goods). It is imperative to check all products at the reception.

It shall be the Customer's responsibility to provide any justification as to the reality of the anomalies observed when receiving the equipment. The refusal of products on delivery by a Customer may be considered as abusive if this Customer cannot justify the reality of the anomalies invoked on its delivery order. In the event of abusive refusal of the products delivered, PRODWARE may claim from the Customer a lump sum indemnity of 250 € ex VAT. Late complaints cannot be taken into account and the Customer's liability is then solely and fully committed. The transfer of risks takes place ex warehouse (ex-works: EXW).

**26/ TRANSFER OF OWNERSHIP**

PRODWARE retains ownership of the hardware products sold until receipt by PRODWARE, effective and complete of their price, the Customer has to keep the goods in perfect condition until their payment.

Until full payment of the price, the Customer cannot pawn the hardware products, exchange them or transfer them to property as collateral. This reservation of ownership clause does not preclude the transfer of risks to the Customer, as soon as the equipment is delivered, in accordance with the above provisions. The Customer undertakes to provide all its care for the custody and preservation of the products and to subscribe to any useful insurance. Products delivered not yet fully paid must be individualized and not mixed with other products.

The opening of a collective procedure for the benefit of the Customer cannot defeat the claim of the goods by PRODWARE. In case of partial payment, this will be charged first to the late payment penalties, interest and the oldest claims.

#### **27/ EQUIPMENT RETURNS**

No return or take-back of hardware products can be done without the prior agreement of the customer service of PRODWARE. PRODWARE reserves the right to refuse any return that does not comply with the conditions agreed with customer service.

As part of the legal warranty, the equipment must be returned in its original packaging, intact, accompanied by any incidentals, operating instructions and documentations, as well as the original invoice. Any missing or damaged identification label will void the legal warranty.

Returns of hardware products accepted by PRODWARE will result in the establishment of a credit or the replacement of hardware products identically. The costs and risks of the return will be borne by the Customer, except in the event of return exclusively attributable to PRODWARE. Any return accepted and justified by reasons attributable to the Customer will give rise to the invoicing to the Customer of administrative expenses of management, of a lump sum of 100 €.

#### **28/ WARRANTIES**

In addition to the legal warranty of latent defects resulting from articles 1641 et seq. of the French Civil Code, the hardware and software systems sold are covered by a warranty from the software publisher of the relevant manufacturer, exclusive of any other warranty. PRODWARE does not guarantee that the hardware products ordered by the Customer will satisfy the specific needs of the Customer.