

# RUN Services - GENERAL TERMS AND CONDITIONS

These **GENERAL TERMS AND CONDITIONS** govern the terms and conditions of access to and use of the Services. For the purposes hereof, the "**Customer**" is the legal entity referred to on the Purchase Order.

By accepting these General Terms and Conditions and the Purchase Order on behalf of a company or other legal entity, the Customer's signatory declares that he/she has the legal capacity and powers necessary to represent this entity and bind it in accordance with the General Terms and Conditions.

Supplier and the Customer are hereinafter referred to as the "**Parties**" and, individually, as a "**Party**".

## DEFINITIONS

### ▪ « **Blocking Anomaly** »:

Refers to an anomaly (i) which affects, in whole or in part, the operation or use of one or more essential functions of the Software Solution, such that the Software Solution is rendered unfit for use, or (ii) for which there is no workaround.

### ▪ « **Major Anomaly** »:

Refers to an anomaly causing limitations or restrictions in the use of the Software Solution in its entirety, without these limitations or restrictions being sufficient for the anomaly to be qualified as blocking, via the existence of a workaround solution.

### ▪ « **Medium Anomaly** »:

Refers to an anomaly causing limitations or restrictions in the use of part of the Software Solution without a workaround solution.

### ▪ « **Minor Anomaly** »:

Refers to any other anomaly not classified as "Blocking" or "Major" or "Medium".

### ▪ « **Beneficiaries** »:

Refers to the group composed of the Client and any legal entity, present or future, which is directly controlled by the Client, or which controls it, it being understood that the term "control" shall have the meaning given to it in Article L.233-3 of the Commercial Code.

### ▪ « **Production Configuration** »:

Refers to all hardware, basic software, operating systems, RDBMS and databases and the environment on which the Software Solution will be put into production.

### ▪ « **Test Configuration** »:

Refers to all the hardware, basic software, operating systems, RDBMS and databases or environment on which the developments and settings of the Software Solution will be tested before going into production.

### ▪ « **Documentation** »:

Refers to the documentation of any kind relating to the various elements of the Software Solution and in particular the preparatory design work, within the meaning of Article L.122-6 of the Intellectual Property Code, the parameterization, the Interfaces quoted for the Software Solution and the Specific Developments, as well as the preliminary studies, the descriptions, the plans, the pre-studies, the specifications from the design phase, the functional and organic analysis files and the programming files, including the interface specifications, the technical documentation, the user documentation, the operating manual documenting all the functionalities accessible to the user, and the operating procedures, as well as, if applicable, the online documentation, and, in general, all technical information or deliverables relating to the elements of the Software Solution that are necessary or useful for using the Software Solution.

### ▪ « **Editor** »:

Designates the company SAP, publisher of the "Concur" software suite of the Software Solution.

### ▪ « **Stakeholders** »:

Refers to all the Service Provider's teams.

### ▪ « **Deliverables** »:

Refers to all the elements designed and produced by the Service Provider for the Client's needs in execution of the Order Form, and particularly the design files, the specifications, the parameterization books, the technical documents, the test documentation, the training documentation, the operating files, the switchover plan, the software deliveries, the possible adaptations, the interfaces, and the data recovery tools.

### ▪ « **Software Solution** »:

Refers to the coherent and indissociable set of modules, tools, functionalities, software packages of the Publisher as well as their specific adaptations, also known as "Concur".

### ▪ « **Concur** »:

Concur is a software suite published by SAP. This software suite, available in the cloud, offers a set of business functionalities for human resources management, employee performance management as well as various human resources management, reporting and monitoring functionalities.

## PROCESS OF THE SERVICE

While performing the Order Form, the Service Provider's personnel may be required to carry out work at the Client's premises.

For all the services covered by the Order Form, the Service Provider's personnel shall have no contractual relationship with the Client and shall remain under the Service Provider's hierarchical and disciplinary authority in all circumstances, for all matters relating to their remuneration, social security and, more generally, for all matters relating to labour law or social relations.

Notwithstanding the previous paragraph, the personnel appointed by the Service Provider must:

- Respect the Client's internal regulations and health and safety rules in force on the Client's premises,
- Follow the instructions of the project manager concerned in the event of leave or unforeseen absence,

The Contractor and the personnel appointed by the Contractor undertake to comply with the code of ethics and good conduct.

The Service Provider, in its capacity as employer, is responsible for the administrative, accounting, and social management of its employees involved in the performance of the services provided for herein.

If the performance of the service takes place in premises provided by the Client, the Client undertakes to place the Service Provider's personnel in conditions that allow them to perform the service properly.

The Service Provider certifies that it has not resorted to concealed work and that it has made all declarations required to be made to social security bodies or the tax authorities and, more generally, that it complies with all legal or regulatory obligations applicable to it.

## OBLIGATIONS OF THE SERVICE PROVIDER

The scope of the services to be provided by the Service Provider, hereinafter referred to as the "Services", includes all the tasks defined in the Order Form and in particular:

- Performing all the Services as prime contractor within the deadlines set out in the Order Form,
- Write all the Deliverables specified in the Contractual Documents and submit them to the Client for validation,
- Carry out the part of the configuration as defined in Appendix 1 and carry out the unit tests and integration tests.
- Install the various components of the Software Solution in the Test Configuration and in the Production Configuration and ensure its operational start-up,
- Instruct and follow up on anomalies in the Software Solution,
- Provide functional and technical support,
- Implementing evolutions on the modules in production on request or with the agreement of the Client,
- Carry out the qualification and follow-up of incidents,
- Carry out actions to update the data of the Client's employees, at the request or with the agreement of the Client.

## GENERAL OBLIGATIONS OF THE CUSTOMER

The Client undertakes:

- To communicate, as soon as it has become aware of them, all new elements likely to influence the performance of the Services,
- To accept or refuse with the corresponding reasons, the solutions proposed by the Service Provider,

More generally, the Client shall actively and regularly collaborate in the performance of the Services. This collaboration shall be defined as a means of assistance without this assistance being considered as an interference by the Client in the performance of the Service or a validation of the latter by the Client. The Service Provider is the only expert in the performance of the Service.

The Client shall be presumed to have obtained all necessary authorizations for the use by the Service Provider of any specific development, any software, any documentation, and more generally anything covered by an intellectual or industrial property right belonging to a third party.

## PLACE OF PERFORMANCE

The place of performance of the Services may depend on the nature of the Services. As a general rule, it is not necessary to be present at the Client's premises.

## SUPPORT TEAM

The Service Provider shall ensure the stability of its support team throughout the duration of the Order Form.

The Client may request the replacement of a member of the team who is an employee of the other Party by sending the latter a letter stating the reasons with acknowledgement of receipt. The Participant concerned shall also be replaced by a Participant of the same level of competence within five working days of receipt of the registered letter.

Throughout the performance of this Order Form, the Service Provider alone, in its capacity as employer, is responsible for the management, administration, civil and criminal liability of its employee and subcontractors.

The Service Provider shall be solely responsible for monitoring the work of its employee and subcontractors.

The Service Provider shall ensure compliance with the Customer's internal rules and regulations as well as the safety rules for the personnel of external companies if they have been communicated to the Service Provider beforehand.

## PRICES, BILLING AND PAYMENT

The price payable by the Client for the Service provided hereunder is fixed and non-revisable for the entire duration set out in the Order Form, the invoicing and payment methods are defined in the Order Form

Amounts and rates will be reviewed annually. The revaluation will correspond to the evolution of the Syntec index (last index published on the date of the present Order Form and on its anniversary date). It will be proposed to the Customer with a minimum notice of 2 (two) months.

In the case of specific assignments, travel and accommodation costs shall be borne by the Client, provided that these costs have been agreed in advance by the Client.

## DURATION

The Order Form takes effect on the date of signature by both Parties. It is concluded, unless terminated in the cases provided for in the Order Form, for a period as agreed in the Order Form. The Parties agree to meet 2 (two) months before the end of the Order Form to agree on a renewal or not. If the Order Form is renewed, an amendment to the Order Form will be drawn up.

## TERMINATION

In the event of a breach by one of the Parties of its obligations, the other Party may terminate the Order Form in advance, after sending a formal notice by registered letter with acknowledgement of receipt, which has remained unsuccessful after a period of sixty (60) calendar days, identifying the breach of cause. The date of termination of the Order Form shall be the date of dispatch of the registered letter unless otherwise agreed by the Parties.

This Order Form may be terminated by either Party without prior notice if the other Party experiences any of the following events:

- Dissolution of the company, amicable or forced transfer of the operation of the business, cessation of activity for more than three (3) months;
- Liquidation or receivership and express or implied waiver of the continuation of this Order Form by the administrator or liquidator, under the conditions defined by Articles L.620-1 et seq. of the French Commercial Code.

In the event of force majeure as described in Article 23 "Force Majeure" of the Order Form.

In the event of termination of the Order Form due to a breach by the Customer, all payments made by the Customer at the date of termination shall remain with the Service Provider. The Service Provider shall invoice the Customer for expenses incurred by it in fulfilling its obligations under this Order Form.

In the event of termination of the Order Form by the Customer due to the Service Provider's default, the Service Provider shall stop billing for its Services. The Customer shall pay the Service Provider only the invoices for the Services already performed until the default is established and proven.

## Reversibility clause

At the end of the contract, the Client may ask the Service Provider to provide updated documentation enabling a third party to take over the supply of the Services. This documentation may include:

- Workbooks. The Service Provider may update them at the Customer's request and after validation of the quotation.
- The status of the current backlog, including an inventory of tickets still open.

The Service Provider may also hold handover meetings with the customer and the third party, if the customer so wishes, to answer any questions raised by this documentation.

The duration of this reversibility will be defined between the customer and the Service Provider but may not exceed one (1) month.

The cost associated with this reversibility will comply with the invoicing conditions set out in article 5.2.

## RESPONSIBILITY

The Service Provider may be held liable in the event of non-performance of the Service, which is the subject of this Order Form.

The Service Provider acknowledges that it may be held liable if the guaranteed results are not achieved.

The Service Provider's personnel assigned to the execution of the Service shall remain under the full and exclusive responsibility of the Service Provider, who alone is entitled to issue directives and instructions to them.

The Service Provider shall be liable for any damage caused by its personnel in the Client's company.

If the Service Provider is found liable, it is however agreed that its liability shall be limited by mutual agreement to the price of this Order Form.

## INSURANCE

In terms of civil liability, the Service Provider is liable to the Customer and to third parties, in accordance with its civil liability insurance policy, for any damage caused by itself or its staff, for which it or its staff may be held responsible.

In this respect, the Customer must take out civil liability insurance cover, which it undertakes to maintain for as long as any obligations may be imposed on it under this Order Form.

The Customer may, at any time, demand proof of the validity of the relevant insurance policy.

## INTELLECTUAL PROPERTY

The Order Form does not imply any transfer or assignment by the Client to the Service Provider of any intellectual property right, title or interest in any patents, industrial property rights and/or know-how, and/or any Confidential Information as defined in Section 16, it being understood that such rights remain the exclusive property of the Client.

The Customer shall retain the copyright and intellectual property rights to any Deliverable, Documentation, or media of any kind transmitted by the Service Provider to the Customer under the Order Form.

The distribution or reproduction of all or part of the Deliverables, Documentation or any other material of any kind shall be subject to the Customer's specific prior authorization and shall not imply any transfer or assignment of any intellectual property rights to the Service Provider.

## CONFIDENTIALITY

The parties undertake, by way of a confidentiality clause, for the entire duration of this Order Form and for any reason whatsoever, to maintain complete confidentiality, by refraining from disclosing, directly or indirectly, any information, knowledge or know-how whatsoever concerning their co-contractor and their operating procedures, to which they may have had access in the context of the performance of this Order Form, unless the said information, knowledge or know-how has fallen into the public domain or its disclosure has been made necessary by virtue of a specific regulation or an administrative or judicial order.

They also undertake to ensure that this obligation is respected by all members of their staff concerned, for which they shall be responsible.

## PROTECTION OF PERSONAL DATA

Regarding any processing of personal data carried out in the context of their relationship, the Parties undertake to carry out any formalities that may be necessary to comply with data protection regulations. These

formalities may, and in a non-exhaustive manner, consist of keeping a register of processing.

The personal data transmitted by each of the Parties, within the framework of the present, have been collected fairly and lawfully. The persons concerned by the data have expressly consented, where applicable, to the communication of such data to partner companies.

Each Party undertakes to process the personal data transmitted only in compliance with the provisions of Law 78-17 of 6 January 1978 "Informatique et Libertés" and Regulation (EU) 2016/679, on the protection of personal data applicable as of 25 May 2018, (hereinafter, "the General Data Protection Regulation" or RGPD) and the national laws arising therefrom.

Each Party agrees to: a) not to use the information, by any means or for any purpose whatsoever, on its own behalf or on behalf of a third party, for any business, personal or private purpose other than that defined in the Order Form; b) not to take copies of such information or store it in any form beyond the contractual period; c) not to process or cause to be processed personal data outside the European Union, without the prior written consent of the other Party and provided that the receiving country has an adequate or sufficient level of protection in accordance with applicable regulations; d) to communicate without delay to the other Party: (i) any binding request for disclosure of personal data; (ii) any request received directly from a third party without responding to such request, unless the other Party has been expressly authorized to do so; (iii) any incidental or unauthorized access, security breach of which the other Party becomes aware during the performance of this Order Form.

Insofar as the Service Provider uses a Subcontractor to process personal data, it shall ensure that such Subcontractor complies with a level of protection at least equivalent to the level of protection required by this Article 16. In particular, the Service Provider undertakes to ensure that Subcontractors located outside the European Union sign standard contractual clauses between data controllers and Subcontractors in the name and on behalf of the Client.

## NON-SOLICITATION OF PERSONNEL

The parties waive the right to employ or have employed, directly, any employee of the other Party who has participated in the execution of the work covered by the Order Form.

This waiver is valid for the entire duration of the Order Form and for a period of one (1) year after its expiry or termination.

If either Party fails to comply with this Order Form, it agrees to compensate the other Party without delay with a sum equal to twelve (12) months gross compensation.

## ASSIGNMENT OF THE ORDER FORM

Under no circumstances may the Order Form be the subject of a total or partial transfer, whether in return for payment or free of charge, by either of the Parties to a third party.

## SUBCONTRACTING

The Service Provider shall remain responsible for the supplies it subcontracts.

The Service Provider undertakes to pass on its obligations to any subcontractors.

The Client shall be informed by the Service Provider and shall give its formal consent to the implementation of subcontracting under the Order Form.

## SUBORDINATION LINK

The Parties also declare that the Order Form expressly excludes any intention on their part to enter into any contract in any form whatsoever that would constitute a hierarchy between them or establish any

subordination of one Party to the other or of the personnel of one Party to the other Party.

Neither Party is authorized to enter into any commitment for or on behalf of the other Party.

## APPLICABLE LAW & DISPUTES

This Order Form is subject to French law, to the exclusion of any other legislation. It is written in English. In the event that it is translated into one or more languages, only the English text shall be deemed authentic in the event of a dispute.

With a view to finding a joint solution to any dispute that may arise in the performance of this Order Form, the contracting parties agree to meet within 5 (five) days of receipt of a registered letter with acknowledgement of receipt, notified by one of the two Parties. This amicable settlement procedure constitutes a compulsory prerequisite to the institution of legal proceedings between the Parties. Any legal action brought in violation of this clause shall be declared inadmissible. However, if at the end of a period of 30 (thirty) days, the Parties are unable to agree on a compromise or a solution, the dispute shall be submitted to the Commercial Court of Paris.

## ENTIRETY OF THE ORDER FORM

The Order Form concluded between the Service Provider and the Client to this Order Form express the entirety of the obligations of the Parties. No indication, no document (general or specific conditions...) can generate obligations hereunder, if they are not the subject of an amendment signed by both Parties. The same applies, without this list being exhaustive, to the conditions appearing on the invoices, the conditions set out in the commercial documents and all letters sent directly or indirectly by one or other of the Parties.

## FORCE MAJEURE

The Parties shall not be held liable if the non-performance or delay in the performance of any of their obligations, as described herein, is due to a case of force majeure, as defined in Article 1218 of the Civil Code.

The party noting the event shall immediately inform the other Party of its inability to perform its service and justify this to the latter.

The performance of this Order Form by one of the Parties shall be suspended for the time during which it is unable to fulfil its contractual obligations. However, the suspension of the Order Form due to force majeure may not exceed 3 (three) months. At the end of this period, the Order Form shall be terminated as of right at the request of the most diligent Party. The suspension of obligations shall in no case be a cause of liability for non-performance of the obligation in question, nor shall it lead to the payment of any damages or penalties for delay.

As soon as the impediment due to force majeure ceases, the obligations of this Order Form shall resume for the duration of the Order Form remaining at the date of cessation of the impediment. To this end, the Party prevented shall notify the other Party of its contractual obligations by registered letter with acknowledgement of receipt or by any extrajudicial act.

