

GENERAL TERMS AND CONDITIONS OF SALE

General Terms and Conditions of Sale of COMPUTERLAND Luxembourg (subsidiary of SLM sa), which is registered under the number LU18368780/RC B76134, and the registered office of which is located at 8308 CAPELLEN, Parc d'Activités Capellen 89E.

hereinafter referred to as "COMPUTERLAND" or "the Supplier"

Last update: 01/04/2023.

SECTION I General provisions applicable to the Services

1 Definitions

For the purpose of interpreting these General Terms and Conditions of Sale, the terms and expressions which begin with a capital letter shall have the meaning set out below.

"Customer Applications": means the software that the Customer (or its Users) provides, installs and/or loads on the Supplier's Dedicated or Shared infrastructures. "Dedicated" means any hardware, software, infrastructure or service which is accessible by a single customer. "Shared" means hardware, software, infrastructure or service that is accessible by one or more customers.

"Customer" means any entity that has entered into a Contract with the Supplier for the performance of the Services.

"General Terms and Conditions of Sale" or "GTCS": means these general terms and conditions which are applicable to the Contract.

"Special Conditions" means the specific provisions which are applicable to the Contract, which may take the form of a letter of engagement, a work order or a statement of work (SOW).

"Contract" or "Contractual Documents" means all of the following contractual documents: (i) the Special Conditions, (ii) the Supplier's Offer, (iii) the General Terms and Conditions of Sale and (iv) where applicable, the Customer's specifications or the terms of reference/RFP. In the event of a difficulty in the interpretation of or a contradiction between the above-mentioned Contractual Documents, each document shall prevail over the next in the order in which they are listed above.

"Supplier": Seeing as COMPUTERLAND has elected to apply the GTCS in its offer to its own prospects/customers.

"Assumption" means any requirement or factual assumption, set out in the Contract Documents, on which the Supplier has based its offer, including in particular the scope of the Services, any service levels (SLA) that there may be and/or prices.

"Offer": means the offer of services expressed in a sales offer, a quotation, an online offer or any other document drawn up by the Supplier and which describes the Services to be provided and their prices.

"Party(ies)": means the Supplier and/or the Customer.

"Service(s)": mean(s) in the broadest sense any information technology services which may be accompanied by the provision of services, products, deliverables, Third Party Content or third-party services to be provided by the Supplier to the Customer in accordance with the Contract.

2 Offer and signing of the Contract

2.1 All Offers are subject to these General Terms and Conditions of Sale. As standard and unless otherwise stated, any Offer is valid for 30 days. An Offer constitutes an indivisible whole, of which the price of the parts contained therein cannot be accepted for a partial order unless the Offer explicitly specifies options.

Only the observations and information included in an offer, or an agreement can commit COMPUTERLAND, to the exclusion of any detail included in any other format, such as a presentation, a folder, an internet site, etc.

2.2 Date when the Contract was signed - The Customer is said to have irrevocably entered into the Contract once the Customer accepts the Offer, unless otherwise stated.

The Customer's request for the Services to commence shall constitute acceptance of the Offer and the other Contractual Documents.

The drawing up of an order letter or of any other document originating from the customer shall amount to the acceptance of our Offer as soon as the reference number of our Offer is included: any conditions mentioned in the document originating from the customer contrary to the conditions of the contract submitted by COMPUTERLAND or of these general terms and conditions of sale will be excluded from the contractual relationship.

It is the responsibility of each Party to read and ensure that it understands all the Contractual Documents before entering into the Contract.

2.3 Entirety - The Contract expresses the entire agreement between the Parties concerning the Services. It supersedes any previous agreement, proposal or message relating to the purpose of the Contract. The Parties expressly exclude the application of the Customer's general terms and conditions, in particular the terms and conditions that may appear when the Offer is accepted or in any other document issued by the Customer (in particular a purchase order), as well as any other condition, reservation, restriction or clause of the Customer, unless expressly accepted in writing by a person duly authorised to represent the Supplier.

3 Purpose of the Contract - Service

3.1 Performance. The Supplier shall perform the Services in accordance with professional standards, diligently and in accordance with the technical know-how and recognised professional IT standards of the time, using proven and reliable methods, systems and techniques. The Services provided shall comply with the functional and technical characteristics described in the Offer and/or the Special Conditions.

3.2 Use of the Services. The Customer is responsible for its operations and the use it or its Users make of the Services. The Customer must ensure that this use of the Services is made in accordance with the Contract. It is responsible for ensuring that the purpose, scope and characteristics of the Services meet the requirements and needs that it has expressed in the Customer's specifications or its RFP.

The Customer may not use the Services or permit the use of the Services for any purpose that is unlawful, illegal or that may threaten or harass any person or cause injury or damage to persons or property; involve the publication of any material the content of which is false, defamatory, harassing, obscene or which promotes bigotry, racism, hatred or violence; leads to huge amounts of unsolicited e-mails, "junk mail", "spam" or chain letters; which constitutes an infringement of intellectual property or other proprietary rights; or breaches any law, order or regulations. The Customer shall not distribute, rent/lease, sub-license or provide the Service(s) to a Third Party without the written approval of the Supplier. The Customer must not (i) interfere with, or disrupt, the integrity or performance of the Service(s), (ii) deliberately send or store viruses or malicious code via the Service(s), (iii) use any part of the Service(s) separately from the Service(s).

Users. The Customer is responsible for identifying and authenticating all Users, approving access for such Users to the Services, checking on unauthorised access and maintaining the confidentiality of user names, passwords and account information.

The Supplier is not responsible for any damage caused by the Customer and Users, including persons who have not been authorised to access the Services. The Customer is solely liable for the use made of the Services by its Users or any person using its user accounts. The term "User" means any physical individual or legal entity under the Customer's control who has access to the Services or who uses the Services provided by the Supplier. For certain services or software, a computer, or robotic equipment which accesses the service or software may also be considered a "User", as well as any person who is liable to access or use such equipment.

4 Term of the Contract

4.1 The Contract is signed for the period stipulated therein.

In the absence of a stipulated term, the following rules shall apply:

(i) if the purpose of the Contract includes successive services, the Contract is signed for a term of two (2) years from the date on which it was signed.

(ii) if the purpose of the Contract is the execution of a specific deliverable ("Project"), the Contract is signed for the time taken to complete the Project.

The Contract will be terminated automatically after the complete fulfilment of all the mutual obligations of the Parties and those directly or indirectly related to the completion of the Project.

4.2 Unless otherwise specified, a fixed-term contract is automatically renewed for a term identical to the initial contract for the first renewal and for successive terms of one year thereafter, unless one of the Parties gives notice by registered letter to the Supplier's registered office or, for COMPUTERLAND, by e-mail to the Account Manager, one (1) month before the expiry of the initial or renewed term of the Contract.

Terms of renewal. Any renewal of the Contract shall be on the terms and conditions applicable immediately prior to the renewal, subject to an adjustment of the price in accordance with the price revision clause.

5 Terms and conditions of implementation

5.1 The Parties acknowledge that the Services, any service levels that there may be, prices and other related details of the Contract are dependent on the accuracy of the information provided by the Customer and the stated Assumptions and on the Customer fulfilling its obligations.

5.2 The Customer must fully cooperate with the Supplier and provide it with all the information required in a timely manner to make sure that the Services can be performed properly, and that the answers to the questions can be given, the decisions can be taken and that the approvals which have been reasonably requested by the Supplier to enable the Supplier to provide the Services can be given. The Customer is responsible for ensuring that such information, answers and approvals are accurate, complete and appropriate.

5.3 The Customer undertakes to introduce all the prerequisites, resources (including computer system connections and any access codes that there may be) that are necessary for the Services to be performed.

5.4 The Customer shall ensure that its staff (or that of its partners) involved in the performance of the Contract are available to the extent that is required.

5.5 Each Party undertakes to inform the other Party immediately of any event which may hinder the Services to be provided.

5.6 In general, except in the case of an expressly agreed performance guarantee, the Supplier is bound by an obligation of means. In this case, it must make every effort to meet its obligations in accordance with best practice.

6 Place of performance - work regulations

6.1 Unless expressly stated otherwise, the Services shall be performed in the Grand Duchy of Luxembourg at the Customer's address or on the Customer's site as mentioned in the Contract or at one of the Supplier's sites or by working from home.

6.2 Where Services have to be performed on the Customer's premises, the Customer shall provide the Supplier's employees with the access to the premises and the facilities which are necessary for them to do their work. It is up to the Customer to provide appropriate and complete information to enable the Employee to carry out the work smoothly and completely. The Customer shall also ensure that the working conditions for the Supplier's Employee are suitable: the Supplier shall be entitled to interrupt any service which is being performed should this not be the case; the Customer shall be invoiced for any working day which is interrupted as a result.

Prior to the meeting, the Customer shall inform the Supplier's employees about the work regulations, the requirements of the general work protection regulations and, more generally, about any safety measures in force within its organisation and of any changes to these provisions. The Supplier's employees shall comply with these measures.

7 Deadlines

7.1 The deadlines for delivery and/or performance of the Services mentioned in the Contract shall be taken into consideration and complied with as far as possible by the Supplier, although these are only indicative, unless otherwise stated. In the event of any delay linked to one of the Supplier's service providers, COMPUTERLAND will see to it that the Customer is informed as quickly as possible, although it may not be held liable for this delay.

7.2 No compensation shall be payable to the Customer as a result of a delay unless the Customer can prove that the failure to meet a reasonable deadline beyond the deadline provided by the Supplier is attributable to gross negligence on the part of the Supplier or that the Special Terms and Conditions agreed between the Parties require that the stipulated deadline be binding. In the latter cases, the compensation owed by the Supplier for the loss proven by the Customer to have been caused shall be 0.1% of the price (excluding VAT) of the set up (installation) of the project per day of delay with a maximum amount equivalent to 5% of the price (excluding VAT) of the set up (installation) of the project.

This compensation is payable in full and as such constitutes an exclusive reparation to the Customer in the event of a delay.

7.3 The deadlines shall also be automatically extended by a period which is equivalent to that during which the Supplier incurred a delay in completing its tasks due to delay in the fulfilment of its obligations or requirements made of the Customer, or due to the absence of or inadequate cooperation provided by the Customer.

8 Acceptance and commissioning

8.1 The Supplier shall inform the Customer as soon as the implementation of the project or the delivery of the Services is completed.

8.2 Unless other deadlines or terms are specified in the Contract, if the Supplier does not receive any comments from the Customer in writing following its message within 10 working days, then the Services, deliverables or projects delivered by the Supplier shall be deemed to have been accepted.

9 Financial conditions

9.1 Prices. The financial conditions are set out in the Offer, the contract or the Special Conditions. The prices are valid for Services to be performed at the sites specified in clause 6.1.

9.2 Taxes. Prices are expressed in euros. The prices are exclusive of VAT and will be increased by the legal taxes in force on the day of invoicing.

9.3 Price list. Where the Supplier provides a price list for hardware, software and maintenance in its Offer, these prices are not guaranteed for the entire term of the Contract, unless a price guarantee is explicitly stated. They may be subject to an increase caused by the Supplier's suppliers, which may be passed on by the Supplier to the Customer in the invoice after the information e-mail has been sent (*see below 9.7*). Each renewal therefore constitutes a new order.

9.4 Exchange rates: The prices for hardware, software and maintenance provided to the Customer in accordance with this Contract may be subject to an increase depending on the variation of the dollar/euro exchange rate.

9.5 Fixed price. Where the price for the Services is fixed, it is valid only for those Services which are described in the Contract Documents as being included in the fixed price. Any new request from the Customer, modification or change to the Services is not included in the fixed price and will involve an additional invoice being issued by the Supplier.

9.6 Production - Unless otherwise specified, the daily prices for the production services are valid for 8-hour days during office hours (between 8.30 a.m. and 5.30 p.m.). Tasks performed in addition to or outside of these hours at the request of the Customer will be charged at:

- 150% of the hourly rate for services performed in excess of 8 hours per day and/or outside office hours and/or on Saturdays;
- 200% of the hourly rate for services performed on Sundays and official Luxembourg public holidays.

9.7 The prices set out in the contract shall apply for the current calendar year.

In particular, the Services may include third party items such as licences, maintenance, hardware, etc. which may be subject to uncapped price adjustments.

In order in particular to cover these price adjustments, COMPUTERLAND may opt to change its prices once every calendar year. Notification of price revisions is made by sending an email to the Customer's contact person. In the event of a disagreement on the new prices, each Party has the option, within 30 days after the notification from COMPUTERLAND, to terminate the contract by giving 30 days' notice. Failing this, the new prices will come into effect within thirty (30) days of them having been announced by COMPUTERLAND.

9.8 Cost and out of pocket expenses. Unless expressly stated otherwise, the costs and out-of-pocket expenses such as ordinary travel costs, extraordinary travel costs (such as air tickets), parking costs and accommodation costs incurred by the Supplier are not included in the prices and shall be invoiced separately with supporting documents and receipts attached.

10 Invoicing conditions

10.1 Unless otherwise agreed in the Contract, the Supplier shall invoice either on the day following the day of delivery of the products, or at the end of the current month for services which have actually been performed, or by phases and depending on the progress achieved as approved with the Customer for projects, or in advance for service contracts.

10.2 Fixed price: Unless otherwise stipulated in the Offer:

- Fixed rate projects with a value of less than €20,000 will be invoiced at 100% when the order is placed; this point is left to the discretion of COMPUTERLAND as to whether this is applied in total, partially or not at al.
- Fixed rate projects over € 20,000 shall be invoiced at 20% when the order is placed and thereafter according to the completion of the deliverables as determined by the Supplier.

10.3 Successive / recurrent services (maintenance / run / operation ...): Unless otherwise stated in the Contractual Documents, these services are invoiced monthly in advance from the time they are put into production. Unless it is expressly stated in the Contractual Documents that these recurring services are invoiced on a flat-rate basis or otherwise, they are invoiced on a "pay as you use" basis, in which case, unless otherwise provided for, the quantities measured on the last working day of the month are invoiced at the unit price applicable at the time of the consumption statement.

11 Terms of payment

11.1 Payment deadline: Unless otherwise agreed in writing, invoices issued by the Supplier shall be payable to the account stated on the invoice within 30 days of the date stated on the invoice.

11.2 Deadline for acceptance of invoice: Each invoice shall be deemed to be accepted within 10 calendar days of the date of the invoice, unless a written objection is made by registered letter within the aforementioned period to the Supplier's registered office. The undisputed parts of an invoice are to be paid by the Customer on the normal due date, failing which the Supplier shall be entitled, as appropriate, to apply the measures provided for in clauses 18 or 19. Disputed parts of the invoice shall be subject to the dispute resolution procedure set out in clause 25.10.

11.3 Delay: Any delay in payment or partial payment shall lead, as of the due date and without a formal demand being necessary, to the charging of contractual interest set at 10% per annum, unless the legal interest rate applicable to commercial transactions is higher (in which case the legal interest rate shall be used), with any month which has been started being fully taken into account. The Supplier also reserves the right to charge a flat fee of €40 to cover the collection costs incurred. Finally, for costs exceeding this amount of €40, the Supplier reserves the right to charge a reasonable indemnity corresponding to 10% of the unpaid amounts.

Straight after a due date for payment, no non-payment may, as a matter of right, be justified by referring to an exception of non-performance based on facts which were not duly notified to us before this due date.

11.4. Staggering: when subscribing to certain licences through COMPUTERLAND, the Customer can choose between a month or year regarding the duration of its commitment. In all cases, this is a firm and irrevocable commitment, running until its end, unless the Customer's legal personality lapses.

It is then possible, as part of a firm and irrevocable one-year commitment, to subscribe to a monthly invoicing plan. This should be seen as a goodwill gesture. Should therefore, the Customer fail to meet its obligation in its entirety, COMPUTERLAND retains the option of requesting the immediate payment of the remaining contractual balance and/or of suspending access to the product.

12 Sale of equipment

12.1 Installation costs - Delivery costs. Unless explicitly stated otherwise, the prices quoted for hardware and standard software do not include installation and delivery costs. It is the Customer's responsibility to ensure that the Supplier or the transport company has easy access. All repairs to damage caused by access that has been impeded will be charged to the Customer. In the event of a possible non-delivery, travel costs may be claimed from the Customer; the transfer of risk shall be deemed to have occurred at the time when delivery should have been completed, at the latest.

12.2 Transfer of ownership and risk. The Supplier shall remain the owner of the equipment until full payment of the price in principal, incidentals, interest and costs. However, the risk shall be transferred to the Customer when the equipment is delivered, when appropriate, or at the time when delivery should have taken place, if delivery cannot take place for a reason beyond the Supplier's control.

Any delivery must be arranged within 10 working days of the Supplier having announced its position on this point. After this period, the risk becomes the responsibility of the Customer.

If after 30 calendar days the Customer has refused to take delivery, the Supplier reserves the right to consider the Order cancelled to the detriment of the Customer (and to claim compensation for breach of contract: Article 12.3.) and may freely use the said goods.

12.3. Compensation in the event of cancellation of the order. In the event of cancellation of the order by the Customer, compensation of 20% of the amount of the order not yet invoiced at that time shall be payable. In addition to this compensation, the cost of the services already provided and of the products already delivered and not yet invoiced at the time of cancellation shall be added.

For any Customer-specific order that cannot be cancelled by the Supplier's supplier, the full amount of the order shall be claimed from the Customer.

13 Data ownership

13.1 The performance of the Contract does not transfer any ownership rights to the Supplier in respect of the Customer's data.

14 Intellectual property

14.1 Definitions

"Executable Code" means computer programs and/or a data set that can be interpreted and executed by a computer processor, hardware/operating system platform or other computer program, but does not include source codes and associated documentation;

"Content" means any expression or creation (such as computer programs, files, programming tools, reports, plans or diagrams, and any other similar creation), including, in order to avoid any doubt, software elements, including but not limited to source code, Executable Code, interfaces, functional specifications, icons, instructions for use;

"Third Party Content" means the Content used by the Supplier, directly or indirectly, in connection with the Services or which is otherwise provided by the Supplier, directly or indirectly, to the Customer in accordance with the Contract, with regard to which Intellectual Property Rights are owned by a third party;

"Indemnified Content" means (i) Customer IPR or (ii) specific Content IPR or (iii) Supplier IPR, as the case may be;

"Specific Content" means Content created or developed specifically and exclusively for the Customer by the Supplier or any subcontractor of the Supplier in the course of performing the Services for the Customer;

"Non-Specific Content" means Content in respect of which Intellectual Property Rights are owned by the Supplier.

"Intellectual Property Rights" (IPR) means all intellectual property rights throughout the world, whether registered or not, whether known now or hereafter, including, without being exhaustive, (i) copyrights and related rights, computer program and software protection rights, database rights, trademark rights, design and template rights, and all other similar rights in any part whatsoever of the world; and (ii) inventions, patents (reissues, divisions, continuations and extensions), utility models, supplementary protection certificates, topography rights, trade names, domain names, (iii) as well as goodwill,

applications for the filing/registration of such rights which may exist anywhere in the world, as well as the right to make such applications.

"Use" or "Using of" means the right to upload, read, execute, store, transmit, display and, solely for legitimate back-up purposes, to copy.

14.2 Customer's Intellectual Property Rights: The Customer shall retain all the IPR over the Content (i) developed by the Customer prior to the date of this Contract or (ii) developed by the Customer during the term of the Contract ((i) and (ii) which are collectively referred to as "The Customer's IPR"). Should the Supplier or its subcontractors be required to obtain a licence to any IPR from the Customer in order to enable the Supplier to provide the Services, the Customer grants the Supplier (with the right to sub-licence to any of the Supplier's subcontractors) a non-exclusive, royalty-free and non-transferable licence to the relevant IPR during the term of the Contract.

14.3 Supplier's Intellectual Property Rights and Intellectual Property Rights over Specific Content: The Supplier shall retain all the IPR relating to the Content (i) developed by the Supplier prior to the date of this Contract or (ii) which was developed by the Supplier during the term of the Contract ((i) and (ii) which are collectively referred to as the "Supplier's IPR") (iii) as well as to the Specific Content. The Supplier grants the Customer a royalty-free, non-exclusive and non-transferable licence to the Executable Code to Use the Non-Specific Content IPRs, in as far as they are necessary for receiving the Services during the term of the Contract. The Supplier hereby grants the Customer a royalty-free, non-exclusive, non-transferable, sub-licensable license to the Executable Code for the required term of protection to Use the IPR for the Specific Content including the Supplier's IPR which may have been, at the Supplier's option, incorporated or included in the Specific Content. Notwithstanding any stipulation to the contrary, Content which was designed and developed by the Supplier in a manner shared by several customers or users shall be deemed to be the property of the Supplier, who may use and operate it as widely as possible.

14.4 Third Party Content:

(a) Should a Service provided by the Supplier include or require the use of Third-Party Content for which the Customer's compliance with terms of use is required by the third party, the Supplier shall notify the Customer accordingly.

(b) Unless it is expressly stated that the right to use Third Party Content is incorporated into the description of the Service and included in the price, the price of the Services shall not include the price of the licenses to Third Party Content. It is then up to the Customer to acquire, at its own expense, a licence to any Third-Party Content concerned.

(c) In any event, the Customer is responsible for familiarising itself with the conditions imposed by third parties for the use of Third-Party Content and undertakes to comply with any conditions of use imposed by the third party for the use of Content belonging to it.

(d) Should the third-party software publisher require the Customer to sign an end user license agreement ("EULA") for the use of the IPR on Third Party Content, the Supplier shall inform the Customer of this and the Customer shall return the EULA duly signed. The signing of such a document may form an essential condition of the Contract, failing which third party suppliers may refuse to supply the relevant products or licences.

14.5 Reuse of know-how: The Supplier shall always remain free to use the general knowledge, skills and experience as well as any ideas, concepts, know-how and techniques that are acquired or used in connection with the provision of Services.

14.6 Terms of use : The Customer is not authorised to (i) remove or alter the proprietary notices of the software publishers shown on the software, (ii) to make the software available to third parties for their own internal business operations, (iii) to modify, create derivative works, to disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the software or PaaS and/or SaaS Services, (iv) to license, sell, rent, loan, assign, transfer, distribute, host, outsource, allow timeshare use or use the Services for commercial purposes, the software which is available to a third party

14.7 Dispossession guarantee and compensation

14.7.1. Each Party guarantees that its use or possession of IPR of the other Party is carried out properly and in accordance with the restrictions and instructions of the other Party, including, among others, the manuals, provided that such restrictions and instructions have been indicated by the other Party in advance. In addition, each Party guarantees to the other Party that the content, information and works of any kind provided by it to the other Party for the purpose of fulfilling the Contract are lawful for that purpose and do not infringe the rights of any third party. The "Indemnifying Party" responsible for the guarantee obligation is the one who provides the Content.

14.7.2. The Indemnifying Party must defend, indemnify and hold harmless the other Party ("Indemnified Party") from and against any and all losses, damages, costs, expenses and other liabilities incurred by or awarded against the Indemnified Party in connection with any claim or legal action that may be brought against the Indemnified Party by any third party for the Indemnified Party's use or possession of Indemnified Content that was provided by the Indemnifying Party and which infringe that third party's IPR ("IPR Claim").

14.7.3. The Indemnified Party :

(a) shall promptly notify the Indemnifying Party in writing of any IPR Claim of which the Indemnified Party has been informed;

(b) will not accept any responsibility for or agree to any settlement or compromise concerning an IPR Claim without the prior written consent of the Indemnifying Party, which shall not be unreasonably withheld or delayed;

(c) shall at all times permit the Indemnifying Party as of notice being given in accordance with clause 14.7.3(a), to allow the IPR Claim to proceed (which shall include: (i) the right to conduct any legal proceedings or action in law, (ii) to negotiate the settlement of an IPR Claim so long as the settlement does not establish an admission of fault or liability on behalf of the Indemnified Party, and (iii) to conduct all discussions and dispute resolution efforts in connection with an IPR Claim. The Indemnified Party may, however, at its own expense, enlist the services of a different lawyer in order to manage the proceedings relating to an IPR Claim;

(d) shall, at the request of the Indemnifying Party, provide the Indemnifying Party with all reasonable assistance in conducting any IPR Claim;

(e) and will take appropriate steps to mitigate the IPR Claim in order to minimise the extent of the losses.

14.7.4. In the event of an IPR Claim against the Customer, the Supplier may, at its discretion:

- (a) offer the Customer the right to continue using the Indemnified Services and Content;
- (b) modify or replace Services and/or Indemnified Content that infringe third party IPRs with other non-infringing components or services which display an equivalent level of performance and characteristics.

14.7.5. The indemnity referred to in clause 14.7 shall not apply to any claim arising from:

- (a) any changes made by the Customer to the Indemnified Content other than those made under the control or at the request of the Supplier or approved in writing by the Supplier; or
- (b) the use of Indemnified Content in combination with any other hardware, software, equipment or systems other than those approved in writing by the Supplier;
- (c) a breach by the Customer of the terms of any IPR licence granted in accordance with this Contract of which the Supplier has been made aware;
- (d) any use of the Services and/or Indemnified Content other than in accordance with the Contract.

15 Confidentiality

15.1 Any information provided, obtained or transferred by one Party to the other Party in connection with the Contract and which has been explicitly designated as confidential information by the Party disclosing such information to the other Party, or which by its nature must reasonably be regarded as confidential information ("Confidential Information"), shall be treated in strict confidence.

15.2 The Party receiving Confidential Information from the other Party undertakes: (a) to use it solely for the needs and purposes for which this information is provided and only when this is necessary for the performance of the Contract and (b) to take all necessary measures and precautions which are appropriate to the type of information which was provided, in particular with regard to storage, in order to maintain its confidentiality.

15.3 The disclosure of Confidential Information by the receiving Party is permitted only to its legal representatives, officers, employees, suppliers, contractors, consultants, subcontractors, advisors, insurers, auditors or software publishers (in the case of auditors or software publishers, as part of an audit/verification), provided that they are subject to the same obligation of confidentiality as set out in this clause and as far as they need to know in order to carry out the tasks required of them or in connection with the Contract.

15.4 The provision of Confidential Information as such does not imply any assignment or license of Intellectual Property Rights to the Confidential Information provided by either Party.

15.5 The obligations of confidentiality shall not apply to information for which the receiving Party can demonstrate:

- that it disclosed such information after obtaining the prior written consent of the other Party or that the disclosure was made by the other Party;
- that it was in the public domain prior to its disclosure or fell into the public domain after having been disclosed provided that this was not the result of a breach of this Contract;
- that such information was already known to it at the time when it was disclosed;

that such information comes from internal developments which don't involve the other Party using Confidential Information;

that it has been received from a third party without any breach of an obligation of confidentiality towards the other Party.

15.6 In as far as is required in connection with the settlement of a dispute, arbitration or court proceeding, or in accordance with a law, decree or regulation or as required by a regulatory authority, the Receiving Party shall be authorised to disclose the Disclosing Party's Confidential Information, provided that the Receiving Party informs the Disclosing Party, if practicable and legally permissible, of such a disclosure and provides the Disclosing Party with the opportunity to express its reservations and/or limit such disclosure. The Receiving Party will disclose only that part of the Confidential Information required by the legal, judicial or regulatory authorities.

15.7 In the event of the termination of the Contract or if requested by a Party, each Party must, as far as is possible, return or destroy (at the option of the disclosing Party) any Confidential Information provided by the other Party as part of this Contract within thirty (30) days of such a request and, in the case of the destruction of Confidential Information, certify within a reasonable period of time that this destruction has occurred. It is understood that the obligations set out in this clause do not apply should it be necessary to keep the Confidential Information for legal, regulatory or insurance purposes (e.g., archiving requirements).

A certificate of destruction must be provided by the Party when first requested by the other Party. Should this destruction require a special intervention by our teams, this will be invoiced to the Customer.

15.8 The obligations under this clause shall be binding on the Parties for the entire term of the Contract and also after its termination, for whatever reason, and this for a period of 2 years after the end of the Contract.

In the event of a breach of this confidentiality clause, a lump-sum compensation of €20,000 per Customer may be requested by the victim Party, without prejudice to the victim's right to take legal action for compensation for the damage actually suffered.

16 Liability - Guarantee

16.1 Subject to the other provisions of these general terms and conditions, the Supplier's total annual contractual and/or extra-contractual liability that may arise from the performance of the Contract (including in the event of gross negligence) is expressly limited to half of the amounts invoiced in the last twelve months prior to the date of the claim, up to a limit of fifty thousand euros (€ 50,000). If the claim occurs after the end of the Contract, the calculation will be made on the basis of the last twelve months preceding the end of the Contract. Any compensation or penalties paid by the Supplier to the Customer as part of the Contract shall be deductible from the liability limit set out in this clause.

16.2 Subject to clause 16.4 but notwithstanding any clause to the contrary, the Supplier shall not be liable for any consequential loss or damage of any kind whatsoever, including but not limited to loss of profit or revenue, loss of business opportunity, loss of anticipated savings, damage to reputation, third party claims (except for IPR Claims), loss of customers, damage to brand image (goodwill), loss of time, commercial disruption of any kind, any increase in costs and other overheads, failure to achieve the goals of a marketing campaign, any postponement or disruption in the Customer's business planning. Except for data covered by a backup service included in the Services delivered by the Supplier to the Customer, the Supplier shall not be liable for any loss of data.

16.3 In as far as is permitted by applicable law, the limitation of liability set forth in clause 16.1 and the exclusion of liability in clause 16.2 shall also apply in the event of gross negligence.

16.4. Notwithstanding any stipulation to the contrary, the liability of a Party shall not be limited for damages arising from fraud or wilful misconduct or where such liability cannot be limited or excluded under the applicable law.

16.5 Any guarantee in respect of a third-party item shall be that provided by the manufacturer of the equipment or by the publisher, as is and without any additional guarantee from the Supplier. In all cases, the guarantee starts at the time of delivery or at the time when the delivery should have been made to the Customer.

Unless specifically mentioned in the contract, no guarantee is given for the Supplier's services.

If necessary, the Customer may ask for the Supplier's support service, which is chargeable on a time and materials basis, and which can be reached on Luxembourg telephone number +352 26 59 06 86, every day from Monday to Friday from 8.30 a.m. to 5.30 p.m.

In the event of modification, adaptation, deletion, etc. of elements which come under the responsibility of a third party to the Supplier (such as, for example, the development of all or part of a program), the Supplier cannot be held liable to the Customer; the Supplier shall not be required to adapt the proposed solutions provided to the Customer following the intervention of its supplier. COMPUTERLAND is simply required to inform the Customer of this as soon as possible and, on a case-by-case basis, to propose an alternative solution, as well as the budget that will have to be allocated to it. If the contract loses its essence as a result of the intervention of the third party, the contract may be terminated, provided that one of the Parties notifies the other, without it being possible for any compensation to be claimed from the Supplier.

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

16.7 The Supplier may not be held liable for any breach of its obligations, nor be held liable to pay any penalty for failure to meet service levels, should this be the result of (i) any failure, wrongful act, wrongful omission or failure of the Customer, of its directors, representatives, employees, suppliers, subcontractors or contractors to meet their obligations, to fulfil their roles and meet their responsibilities or from the failure to observe the Assumptions (ii) the correction or modification of the Services by any person other than the Supplier (iii) any malfunction or breakdown of hardware, software or services provided by the Customer or a third party not under the control of the Supplier (iv) the use of the Services by the Customer in a manner that does not comply with the instructions or specifications expressly indicated by the Supplier or with the normal use that can reasonably be expected of them, or the use of the Services in combination with hardware or software that is not recommended, not supplied or approved by the Supplier; (v) any disruptive element that is not attributable to the Supplier (such as, but not limited to, attacks, viruses, processing errors, tampering of any kind with the infrastructures provided,..) and originating either (i) from the Customer's internal network which is not under the Supplier's responsibility and which has an effect on the Services, (ii) or from a network which is not under the Supplier's responsibility (typically the Internet), and (vi) the occurrence of a Force Majeure event.

16.8 Except in the cases provided for in clause 16.3, no claim for liability, whether contractual or extra-contractual, which may be a result of the performance of the Contract may be made more than one (1) year after the end of the Contract.

16.9 The Supplier's intervention as part of a claim to provide a correction or workaround may not be construed as an admission of any liability whatsoever.

16.10. Should a private and/or hybrid cloud be provided, the Customer is under obligation to provide at the latest on the 4th of each month, via the facility previously provided to it by COMPUTERLAND, the details of the number of Microsoft licences made available to it, for the previous month.

At the opening of the said service, COMPUTERLAND will provide the Customer with the information concerning the detail of the number of licences that Microsoft will be informed about on a monthly basis; any change must be announced. In the absence of such an announcement, the Customer is solely responsible and will guarantee COMPUTERLAND, in the event of a regularisation undertaken by Microsoft as to the real consumption of the licences.

16.11. With regard to the use and application of licences, the Customer is solely responsible for its compliance with its subscription and in particular with the number of users. It is not the Supplier's responsibility to ensure such compliance.

17 Force majeure and unforeseen circumstances

17.1 Force majeure. The Party which is the victim of a Force Majeure Event ("Affected Party") shall not be deemed to be in breach of the Contract, or to be liable to the other Party due to a delay in the fulfilment or non-fulfilment of any of its obligations, should such a delay or non-performance be due to a Force Majeure Event. The time limit for performance of the impeded obligation must be extended accordingly. Force Majeure cannot be invoked for obligations consisting of payment obligations. The Force Majeure event suspends the payment of the affected/impeded obligations accordingly.

The Affected Party must, as soon as is reasonably practicable, notify the other Party in writing of the occurrence of the Force Majeure Event, the date when it started and the effect of the Force Majeure Event on its ability to meet its obligations. As soon as the Force Majeure has ended, the Affected Party shall promptly notify the other Party that the Force Majeure has stopped and shall resume its fulfilment of the affected obligations. Where an Event of Force Majeure continues for thirty (30) consecutive days or more, either Party may terminate the part of the Contract relating to the Affected Services on a date specified by it in a written notice of termination to the other Party.

17. "Force Majeure Event" means the occurrence of an act or event beyond the reasonable control of the Affected Party which renders the performance of the Contract by the Affected Party impossible or unreasonably difficult or costly in relation to the Contract, and which includes, without limitation and in addition to the cases usually accepted by the applicable case law: (i) explosions, fires, floods, earthquakes, catastrophic weather conditions, diseases, epidemics or natural disasters; (ii) acts of war (whether declared or not), acts of terrorism, insurrections, riots, civil commotion, rebellion or sabotage; (iii) acts of local, regional, national, foreign or international authorities or courts, states of emergency or changes in legislation (iv) industrial disputes, lock-outs, strikes or other nationally organised industrial action; and (v) power cuts or disruption to electrical power or telecommunications service or equipment or other essential infrastructure, expropriation, deprivation or destruction, in whole or in part, of the equipment or property necessary for providing the Services (such as cables) that is not due to a maintenance failure.

17.3 Unforeseen circumstances. In the event of unforeseen and/or unforeseeable circumstances at the time when the Contract was signed which make the fulfilment of the Supplier's obligations significantly more and excessively costly, the Supplier shall be entitled at any time to demand a revision of the affected parts of the Contract. These circumstances must not be attributable to the Supplier and the Supplier must not have accepted the risk in accordance with the Contract. During the period of renegotiation, the Parties shall continue to fulfil their obligations. If, after a period of one (1) month from the request for revision, the Parties are unable to agree on such a revision, each Party may initiate such a discussion as provided for under the dispute resolution procedure. Should the Parties fail to reach an agreement, the Supplier may, with thirty (30) days' written notice, terminate the affected parts of the Contract without compensation, costs or expenses being payable to the Customer. This article could apply in particular, but not exclusively, because of an increase in the price of raw materials (including energy, etc.). For the avoidance of doubt, the Customer may not oppose the Supplier's right to assert this clause by invoking the knowledge by the Parties, at the time when the Contract was signed, of an event affecting the countries which produce the said raw materials.

18 Suspension

In the event of non-payment by the Customer of an invoice that has become due and provided that the invoice in question has not been duly disputed in accordance with the procedure set out in clause 11.2, the Supplier shall be entitled to suspend, as of rights and without a prior formal demand but after a first reminder, and in the event of the failure by the Customer to pay the amounts which are undeniably due, in the event of a validly issued challenge, within 10 working days, the performance of all deliveries and Services in progress up to the date of payment, without prejudice to its right to obtain compensation from the Customer. Any delay by the Customer in the fulfilment of its obligations shall also automatically and without prior notice suspend all agreed performance deadlines for the performance of the Services. Any damage - of any kind - suffered by the Customer as a result of a suspension will remain at its sole expense.

19 Termination of the Contract

Unless otherwise agreed between the Parties regarding the termination of the Contract, the following principles shall apply:

19.1 Termination due to insolvency or bankruptcy : Subject to the applicable national regulations, either Party may terminate the Contract, with immediate effect, without the intervention of a judge and without any compensation being payable by the said Party, by giving notice by registered letter (i) if the other Party makes any arrangement for the benefit of its creditors or goes into liquidation (except for the purposes of merger or restructuring); (ii) if a liquidator is appointed or a mortgage charge is taken on the company or assets (or a substantial part thereof) of the other Party, and/or (iii) if the other Party is unable to pay its debts or ceases or threatens to cease trading.

19.2 Termination for convenience: Unless explicitly stated otherwise in the Special Conditions, the Contract cannot be terminated for convenience.

19.3 Termination for cause (serious breach):

19.3.1. Should a Party commit a material breach of the Contract (hereinafter the "breaching Party"), the other Party must send the breaching Party a notice by registered mail specifying the breach committed by the breaching Party and the intention to apply this clause. The breaching Party shall then have (i) fifteen days following the date of receipt of this registered letter to correct the breach or submit a concrete plan to remedy it ("Plan") (if it is remediable) and (ii) thereafter a further period agreed between the Parties for the implementation of the Plan. If the Plan is not submitted or implemented within the stipulated time limits, the "dispute" will be discussed at the end of which, should the disagreement persist, the Party suffering the breach may, without the intervention of a judge, by simply sending a registered letter to the breaching Party, terminate the Contract on the date mentioned in this second registered letter or on any other date agreed between the Parties. No compensation shall be payable to the breaching Party.

19.3.2. Notwithstanding the previous clause, in the event of non-payment of an invoice by the required deadline and provided that the invoice has not been contested in writing by the Customer in accordance with the required procedure, the Supplier may, should after 10 working days of it having been sent, a reminder to pay have remained unanswered, terminate the Contract without the intervention of a judge by giving twenty (20) calendar days' notice, without any compensation being payable by the Supplier and without prejudice to the possibility for the Supplier to claim full compensation for the damage caused to it by the termination of the Contract.

20 Consequences of the end of the Contract

20.1 Returns: At the end of the Contract, the following clauses apply: return or destruction of Confidential Information (clause 15.7.).

20.2 Compensation for early termination of the Contract. Unless specifically stated in the Contract, in the event of early termination of a Contract other than a contract for the provision of support services (referred to in clause 27 "Support" in section II), the Supplier shall be entitled to demand, in addition to payment for the Services provided by the Supplier up to the date of termination of the Contract, payment of compensation which shall cover, but without this list being exhaustive, (i) the cost of supplies already ordered by the Supplier but not yet invoiced, (ii) the costs incurred by the Supplier but not yet invoiced, (iii) compensation for loss of earnings equivalent to 30% of the amounts that the Supplier could have invoiced to the Customer in the event of performance of the Contract until the end of the contractual period.

As part of a contract mentioning an estimated number of services to be performed over the year, in the event of termination at the initiative of the Customer and/or total or partial non-fulfilment of the services at the end of the calendar year, a compensatory payment of 30% of the estimated annual amount will be requested by COMPUTERLAND.

20.3 Collaboration. In the event of the Contract being terminated, the Supplier shall provide such cooperation as is reasonably necessary to enable the orderly transfer of the agreed items so that they can be taken over by the Customer and/or another service provider. Unless other invoicing arrangements are provided for, the services provided by the Supplier as part of these exit operations shall be invoiced to the Customer on a monthly basis according to the time worked on the basis of the hourly rate applied by the Supplier.

20.4 Survival of the obligations. The provisions of the Contract which, by virtue of their purpose and scope, are intended to persist, shall continue to exist after the termination of the Contract.

21 Non-enticement of staff

21.1 Except with the Supplier's prior consent, the Customer may not, directly or indirectly through an intermediary entity, entice or poach any person employed or engaged by the Supplier (including its subcontractors) who has been involved at any time in the provision of the Services. This ban is valid for the term of the Contract, as well as for a period of 12 months from the day the Contract ends.

21.2 A lump sum compensation amounting to twelve (12) months' gross full-time salary of the employee concerned shall be payable by the Customer who is in breach of clause 21.1. The last salary paid to this employee before the end of his or her employment contract will be taken as a reference for calculating this compensation. Should a consultant or any other collaborator be poached, the lump sum compensation shall be equal to twelve (12) months of services invoiced on the basis of the hourly or daily rate of the consultant or collaborator employed on a full-time basis.

22 Security

22.1 Subject to the specific undertakings set out in the Offer, the Supplier undertakes to take all reasonable steps to provide an adequate level of security when providing the Services.

22.2 Each Party undertakes to notify the other Party as soon as possible of any security incident which may affect the Services or the Customer's data hosted by the Supplier.

23 Audit

23.1 The Customer authorises during the term of the Contract and at any time after the end of the Contract during the audit period stipulated (i) in the licence conditions by the software publisher, or (ii) in the conditions imposed by the manufacturers, the auditing/verification of (a) the use of the licences, hardware and/or Services and (b) compliance with all rights and limitations on the use of the third party software which is accessible directly or indirectly by the Customer as part of the IaaS, PaaS and/or SaaS Services. For this purpose, the Customer must (i) keep up to date all documents relating to the Customer Applications and the use of the software required for an audit by the software publisher, (ii) provide all the information to the Supplier and give the Supplier access to the Infrastructure as part of this verification, (iii) if necessary, agree to the installation of software explicitly required to support the audit. The Customer undertakes to indemnify the Supplier for any non-compliance found by the auditor which may be attributable to the Customer and to bear all the costs of bringing into compliance, including any penalties, which may be claimed from the Supplier as well as the audit costs. The services of the Supplier's staff who provide their assistance in the performance of the audit shall be invoiced by the Supplier at their standard rate. The Customer shall be responsible for all the consequences, in particular financial consequences, resulting from a lack of cooperation on its part or its refusal to provide the information or access referred to above.

23.2 In order to prevent a breach of security of the Supplier's systems, the Supplier shall be entitled to audit the security levels on the systems or equipment concerned by the Contract and which are managed by the Customer.

23.3 Audits required by a competent regulatory authority of the Customer shall be permitted.

23.4 All audits shall be conducted in accordance with the standards of the Institute of Internal Auditors and in particular its Code of Ethics.

23.5 Any audit shall be conducted in such a way as to cause minimum inconvenience and disruption/discomfort to each Party.

23.6 The Supplier shall inform the Customer when the Supplier has been informed about a planned audit.

24 Insurance of the Customer's equipment hosted at the Supplier's premises.

24.1 Where the Customer's equipment is hosted in the data centres provided by the Supplier as part of the performance of the Contract, the Customer shall be responsible for such equipment and shall cover the Supplier against any claims by third parties for damage to hardware or equipment belonging to third parties who have contracted with the Customer.

24.2 The Customer must guarantee to the Supplier that the equipment hosted in the data centres shall be insured, at the Customer's own expense, with insurance companies of reputed solvency against the risks of fire, explosion, electrical damage, storm, water damage, sabotage, theft and, more generally, against all the risks associated with the Customer's business or which may result from its capacity as a user. In the event of damage occurring to the Customer's equipment, the companies which insure the Customer's equipment will be applied to in the first instance. By accepting these GTCS, the Customer certifies the validity of its insurance cover, without it being necessary for the Supplier to request a certificate of insurance.

24.3 The Customer undertakes to take out a third-party liability insurance policy to cover any damage caused to third parties (including the Supplier) as a result of the equipment or it being operated. Bodily injury, material and/or immaterial damage, whether or not consequential, must also be covered, including the costs of reconstructing buildings or facilities damaged by this equipment. By accepting these GTCS, the Customer certifies the validity of its insurance cover, without it being necessary for the Supplier to request a certificate of insurance.

24.4 When first asked to do so by the Supplier, the Customer shall present a certificate of insurance which proves that such cover is provided, without it being necessary for these clauses to apply.

25 Miscellaneous provisions

25.1 Regulatory environment: It is the Customer's responsibility to inform the Supplier, in writing, of (i) the regulations specific to the Customer's business and which are applicable to the Supplier's performance of the Contract and (ii) of any changes to these regulations which may have an impact on the performance of the Contract (in particular on the Services, service levels, price). The Customer must translate these applicable legal and regulatory obligations into functional requirements and instruct the Supplier accordingly.

25.2 Lawfulness - Observance of law and order: The Customer guarantees that the data or files that it has hosted or stored at the Supplier's premises as part of the performance of the Contract are lawful and do not infringe or violate the rights of any Party or third party, as well as public order, decency, laws and regulations which are in force depending on the applicable legislation. In the event of non-compliance by the Customer, the Customer undertakes to indemnify the Supplier against any claim or action brought against it in this regard and to accept responsibility for any damages and interest, costs and legal defence relating to such actions in law or claims.

25.3 Independence of the Parties: Each of the Parties remains independent of the other in the legal relationship that is created between them when the Contract is signed and implemented. No provision in the Contract, nor the conduct of the Parties in the performance of the Contract, shall give rise to, or be deemed to give rise to, the formation of a company, partnership, temporary company, joint venture or any other form of cooperation between the Parties. Neither Party shall have the authority to make statements or to act in the name of or on behalf of the other Party or to commit it.

25.4 Assignment: Neither Party may assign, transfer in return for a payment or free of charge all or part of the Contract without the prior written consent of the other Party. Notwithstanding the foregoing, the Parties agree that this provision shall not apply to internal restructuring of the Parties and/or the group to which they belong, provided that such restructuring does not change the nature and scope of their respective industrial and/or business activities.

25.5 Subcontracting: If it deems it appropriate, the Supplier may subcontract all or part of the Services which are to be provided under the terms of the Contract, to related companies or to third party companies chosen by the Supplier.

25.6 References: The Customer agrees that the Supplier may mention the Contract or the Customer's name/logo as a reference for other contracts with other customers or in its advertising.

25.7 Waiver: A waiver of a right or claim will only be effective if it is expressed in writing and only in the case and for the purpose for which it is given. No right or claim under or in connection with the Contract may be excluded, waived or compromised by:

- any defect or delay in its exercise;
- any single or partial exercise of this right;
- any previous waiver, in whole or in part;
- any failure by a Party to invoke a breach by the other Party.

25.8 Invalidation: Should any provision whatsoever of the Contract be or become illegal, invalid, inapplicable or unenforceable, the remaining provisions shall remain in full force and effect and the Parties shall negotiate in good faith its replacement by a valid and enforceable provision which has the effects which are as close as possible to the original intention of the Parties.

25.9 Modifications: Any amendment to the Contract will require a written agreement signed by all Parties in order to be valid.

25.10 Communication: Except in specific cases requiring another type of communication, the Parties agree to communicate by e-mail and to give such form of communication the same value as any another written document.

25.11 Applicable law - Procedure for resolving disputes and competent court: any dispute shall fall exclusively within the jurisdiction of the courts of the district of the registered office in Luxembourg, even in the event of the introduction of third parties or multiple defendants as well as in the event of recourse to summary proceedings.

The Contract shall be governed by and interpreted in accordance with Luxembourg law (without reference to conflict of laws provisions).

The Parties agree, unless otherwise provided for in the contract, even if the exchanges between the Parties take place in another language, to use French for negotiating, signing and performing this contract. The same shall apply in the event of a dispute or litigation between the parties.

The French language is the reference language: should a difference exist between the translations of the legal documents; the French version shall prevail in terms of interpretation.

SECTION II Additional specific provisions for certain services

26 Services with infrastructure management

26.1 The Services which include infrastructure management services are those listed in our Service Catalogue, which can be provided on first request.

26.2 The Customer shall comply with the maintenance cycles set by the Supplier (or its suppliers). If the Customer decides to deviate from this cycle, it shall bear any additional costs (in particular support and licensing costs) that may result from this deviation.

26.3 The Supplier shall not be liable in the event of a breakdown in support or maintenance of a third-party product.

27 Support

27.1 Should the Customer request services for providing specific support, such as, by way of example, but without this list being exhaustive, consultancy, advice or training services, the provisions below shall also apply. These services are automatically invoiced separately from the initial contract between the Supplier and the Customer.

27.2 The Supplier shall provide the Customer with the support services that are provided for in the Special Conditions (engagement letter) signed between the Supplier and the Customer.

27.3 Identification and replacement of the employee. The Services shall be provided by a person with the profile described in the Special Conditions (the engagement letter, work order...). Unless expressly provided otherwise, the identity of the employee assigned by the Supplier to perform the Services is not an essential part of the Contract and the Supplier shall be entitled to replace any employee with another person, without the Customer being able to object to this. The Customer may ask, provided it has reasonable grounds to do so, for an employee to be replaced. If the grounds are reasonable, the Supplier shall go ahead and replace the employee as soon as possible depending on the availability of a replacement who has an equivalent profile.

27.4 End of the support. The Services may only be terminated in accordance with the terms set out in the Special Conditions.

27.5 Permitted instructions. The instructions listed below given to the employee by the Customer do not constitute any exercise whatsoever of employer authority. The Customer is authorised to give the employee:

- any instructions which are relevant or necessary for the Services to be performed, including, but not limited to, instructions relating to access to the premises, health and safety (welfare) regulations, opening and operating hours (but not including working time), administrative procedures applicable to the site concerned (access controls, use of car park, registration/access systems,...)

- instructions relating to the proper performance of the Services in accordance with the terms and conditions agreed between the Parties (schedule, procedures, methodologies, instructions for the use of the Customer's infrastructure, hardware and/or software, etc.), the implementation plan, the specificities of the business activities and the estimated timeframe, the keeping of a time-sheet in order to know the exact scope of the services provided and to allow for the projects to be coordinated;
- instructions to ensure that confidential information is handled confidentially and that computer security is guaranteed.

27.6 Prohibited instructions

The instructions described below are the sole responsibility of the Supplier, as employer or co-contractor of the employee. Under no circumstances may the Customer give the employee instructions relating to recruitment or contracting policy; policy on salary/financial conditions, working conditions, training policy, with the exception of training that is necessary and agreed for the performance of the Services, policy on working hours/time off; authorisation, justification or checking of absences; disciplinary policy; appraisal interviews (performance, skills, career management, etc.) a.) and operational interviews.

SECTION III Specific provisions on the protection and use of personal data (Data processing agreement)

1 Definitions

"Data Protection Legislation" means any regulations of the European Union and/or its Member States, including but not limited to acts, directives and regulations for the protection of personal data, in particular the European Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the GDPR) and the national laws in force relating to the protection of individuals with regard to the processing of personal data. The Customer acts as a data controller (hereinafter "Data controller") and the Supplier acts as a sub-contractor (hereinafter "Subcontractor") of the personal data (hereinafter "Data") within the meaning of Article 28.3 of the GDPR.

2 Purpose

During the performance of the Contract, the Sub-contractor may be required to process Customer Data as part of the performance of the Contract or in compliance with a legal obligation. In this case, the Subcontractor will process this Data in accordance with the instructions of the Data controller. A list detailing the purpose and duration of the processing, the nature and purpose of the processing, the type of Data and the categories of data subjects is shown in the Contract, for which it is the responsibility of the Data controller to complete.

3 Security of data processing

In accordance with Article 32 of the GDPR, the Subcontractor guarantees that it will implement throughout the term of the Contract, the appropriate technical and organisational measures which have been agreed in order to protect the Data. In particular, the Subcontractor shall protect the Data against loss, destruction, damage, disclosure, decay or unauthorised or unlawful processing.

4 Compliance obligations

At the request of the Data Controller, the Subcontractor shall help prepare a Data Protection Impact analysis as well as regular updates of this analysis. In accordance with Article 28 of the GDPR and based on the nature of the processing, the Subcontractor, shall assist the Data Controller, through appropriate technical and organisational measures, as far as possible, in fulfilling his or her obligation to act on requests made by data subjects to exercise their rights as provided for under Chapter III of the GDPR. The Subcontractor shall notify the Data Controller without delay, and in particular his DPO if the Customer has one and his Data Controller if it does not, of any complaint, request or opinion from a data subject about the processing of Data and who may wish to exercise the rights conferred on him or her by the Data Protection Legislation. The Subcontractor, must provide the Data Controller with all the information necessary for demonstrating compliance with the obligations set out in the Data Protection Legislation, including to enable audits or inspections to be carried out by the Data Controller or an external auditor appointed by the Data Controller, and to assist such audits.

5 Processing location

The Subcontractor will process the Data from the Data Controller, whether by itself or through third parties, at a location in the European Union. However, in specific situations, such as expert level support interventions, to ensure the continuity of services, or the use of software and online services of software publishers (or their subcontractors) which are potentially located outside the European Union, the Data Controller accepts and generally agrees that a transfer to a third country may take place, subject to the existence of a decision which is appropriate within the meaning of Article 45 of the GDPR or the effective implementation of appropriate safeguards within the meaning of Article 46 of the GDPR, such as for example the signature of the standard contractual clauses adopted by the European Commission for the transfer of Data to third countries (2021/914/EU).

6 Data breach management

6.1. In the event of a Data breach during processing, the Subcontractor shall assist the Data Controller in ensuring compliance with the obligations arising from the Data Protection Legislation and in particular Articles 32 to 36 of the GDPR, bearing in mind the nature of the processing and the information available to the Subcontractor. If deemed necessary, the Data Controller will inform the data subjects and third parties, including the Data Protection Authority, about the Data breach.

6.2. The Subcontractor shall notify, on its own initiative, the Data Controller, and in particular its DPO if the Customer has one, of any Data breach or suspected Data breach as soon as possible after becoming aware of it, by sending an e-mail to the appropriate person, without a systematic surveillance being organised.

7 Use of a second-tier Subcontractor

7.1. In accordance with Article 28.2 of the GDPR, the Subcontractor shall not employ another subcontractor ("second tier Subcontractor") without the prior written consent of the Data Controller. The Data controller hereby gives general permission to the Subcontractor to use second tier subcontracting to provide the Services to the Data Controller. The Data controller is aware of the second-tier Subcontractors which were in existence at the time when the Contract was signed and which are involved in providing services to the Supplier (for COMPUTERLAND in particular Microsoft, Dell, HPE, Cisco, VMware, CITRIX, ATLISSIAN, NETAPP, VEEAM), or which are involved in a specific way in the Contract and as identified in the Offer or in the Special Conditions, and for which he gives his agreement. The Subcontractor shall provide the Data controller, upon request, with a list of the second-tier Subcontractors involved in the contractual relationship between the Customer and the Supplier, including for each of them, their identity, their contact details, the nature of the Data processed by them and the purposes and duration of the processing entrusted to them. The Subcontractor shall inform the Data controller if a second tier Subcontractor is to be used in the future. The Data controller will, if necessary, raise reasonable objections, which have good grounds, within 15 days of receiving this information.

7.2. In accordance with Article 28.4 of the GDPR, the Sub-contractor shall only use second-tier Subcontractors who offer sufficient guarantees for implementing appropriate technical and

organisational measures so that the processing of the Data meets the requirements of the Contract, the Data Protection Legislation and ensures the protection of the data subject's rights.

7.3. The Subcontractor shall impose on its second tier Subcontractor(s) data protection obligations which are as binding as those contained in this Data Processing Agreement.

8 Return and deletion of Data.

Within 3 months after the end of the Contract or at the first request of the Data controller, the Subcontractor must at the discretion of the Data controller:

(a) delete all copies of the Data controller's Data which is stored or processed by the Subcontractor, or
b) return all the Data to the Data controller in a structured, easily reusable and interoperable format and then delete the existing copies, in which case the Data controller will have to pay the Subcontractor, unless the legislation of the European Union or of one of the Member States requires the Data to be kept. In this case, the Subcontractor will have to inform the Data controller.

9 Processing of the Data of the co-contractors

9.1. The Data of the contact persons of a Party (surname, first name, function, telephone numbers, e-mail address, languages) are processed by the other Party in accordance with the Data Protection Legislation to allow the Contract to be signed and properly performed (which includes ordering, execution, invoicing, reporting, security). In addition, by providing its Data, the Party (acting as data controller) gives the other Party express permission to process this information for and as far as is necessary for the purposes stated above. The Data referred to in this article shall be kept for 5 years after the end of the Contract in question.

9.2. The Parties or their contact persons may get the data controller concerned by this article to provide the Data in writing and free of charge - if the volume is reasonable - and make the Data portable, as well as, where appropriate, to correct, limit the processing, and delete any data that are inaccurate, incomplete or irrelevant. If the request has not been acted upon within 30 days of it having been made, it will be considered as rejected. They may also refer to or complain to the Data Protection Authority in order to exercise these rights.