

HARDIS GROUPE	CLIENT
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### ARTICLE 1. SCOPE

These General Terms and Conditions shall govern all orders or contracts between HARDIS GROUP and the Client whether they relate to the performance of services or the licensing of software. These General Terms and Conditions, together with the Specific Terms and Conditions and/or Particular Conditions, shall form the Contract. The Particular Conditions supersedes the General Terms and Conditions. Any start in the performance of services should be considered as an acceptance of the present General Terms and Conditions.

### ARTICLE 2. DEFINITIONS

When used in these General Terms and Conditions, as well as in the Contract, the terms written with a capital letter shall have the following meaning:

**Acceptance testing:** means the process of testing of a Deliverable conducted to determine if the requirements of the Contract reference are met.

**Anomaly:** means a reproducible bug or a defect in the Specification from a Deliverable or a Software Package, while the procedures are being used in accordance with their purpose.

**Background:** means any information other than foreground, irrespective of its subject matter, nature and support, not limited to any Intellectual Property Rights or know-how or trade secret, belonging to a Party at the signature of the Contract.

**Client:** means the legal entity with whom HARDIS GROUP has entered into a Contract as set forth in the Particular Conditions.

**Confidential information :** means any information and data, that either party discloses (a "Disclosing Party") to the other party (a "Receiving Party"), whether in writing, electronically, or orally and in any form (tangible or intangible), like figures, projections, estimates, pricing data, manuals or procedures, supplier information, and any other information of a similar confidential nature regarding the business, but will not include [a] any information that the Receiving Party possessed before the date of disclosure, [b] became or becomes a matter of public knowledge through authorized sources, [c] has been or is required to be disclosed by law or governmental order or regulation

**Contract:** means the written agreement for the performance of Services or Supplies. The Contract consists of these General Terms and Conditions, the Specific Conditions and the Particular Conditions, including all exhibits, enclosures, amendments which make an integral part thereof.

**Correction:** means the action or deliverable aimed at correcting an Anomaly.

**Data Controller:** means a person, company, or other body that determines alone, or jointly with another person, company, body the purpose and means of Personal data processing.

**Data processor:** means a person, company, or other body which processes Personal data on the Data controller's behalf.

**Deliverable:** means the work product, including IT items or documentation required to be submitted by HARDIS GROUP to the Client, as specified in the Particular Conditions.

**Documentation:** means the manual related to the use, operating or functioning of an IT deliverable.

**GDPR:** means the EU regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

**HARDIS GROUP:** means the simplified joint-stock company HARDIS Groupe, organized under the laws of France with a share capital of 11 148 275 Euros, having its principal office at 34 rue de la

Tuilerie, 38 170 GRENOBLE, registered with the Trade and Companies Registry of Grenoble (France) under n° 513 852 657.

**Incident:** means an event that is not part of normal operations that disrupts operational processes of a Service.

**Intellectual Property Rights :** means without limitation, copyright, registered and unregistered design rights, moral rights, patents and patent applications, registered and unregistered trademarks, including any applications for the same, registered and unregistered drawings, specifications, proprietary information, trade secrets, know-how, rights of confidentiality and other rights of alike nature throughout the world.

**IT environment:** means an IT system dedicated to a specific use like the acceptance test environment and/or the production environment.

**Materials:** means all items, not exclusively limited to software, documentation, equipment or computing facilities, made available by the Client or a third-party, necessary for the performance of the Services.

**Particular Conditions:** means the terms and conditions specifying the Services, prices, name of the Client, which together with the General Terms and Conditions form the Contract between the Parties.

**Party:** means either the Client or HARDIS GROUP.

**Personal data :** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the identity of that natural person.

**Recurring Services:** means continuous actions performed by HARDIS GROUP for the Client as described in the Particular Conditions, like operations of software maintenance, managed services, IT outsourcing etc...

**Results:** means all the deliverables realized by HARDIS GROUP exclusively for the Client and protected by the Intellectual Property Laws.

**RFP:** means the document describing the Client's needs on which HARDIS GROUP proposal is assessed.

**Services:** means the performance realized by HARDIS GROUP for the Client, as described in the commercial proposal.

**Software package:** means the standard IT program licensed to a group of clients.

**Specifications:** means the document approved by the Parties defining the requirement of the Services like the technical and/or functional features. The Specifications (general or detailed) represents the requirement reference for testing operations.

**Specific developments:** means the IT program created by HARDIS GROUP specifically for the Client as set forth in the Particular Conditions.

### ARTICLE 3. COLLABORATION

The Parties undertake to actively collaborate in order to facilitate the performance of the Services. The Client commits to communicate all necessary or useful information. The Parties may agree on setting up monitoring committees according to the Particular conditions.

### ARTICLE 4. FINANCIAL CONDITIONS

#### ARTICLE 4.1 PRICES

The Client undertakes to pay the price corresponding to the Services. Payments are net without any deductions and made by bank transfer to HARDIS GROUP (CIC DAUPHINE 2 SAVOIE GE IBAN FR 7610 0961 8523 0002 5236 60279 BIC Clé 79). Travel expenses,

stay and meal costs are invoiced to the Client at the actual costs, upon presentation of the receipts.

#### **ARTICLE 4.2 TAXES**

Any taxes paid by HARDIS GROUP under the Contract shall be re-invoiced to the Client to be reimbursed. Any change to the VAT rate shall be automatically reported on the prices. For the Services performed outside of France, the price indicated in the order, does not include taxes and other fees applicable in the receiving country and other importation fees that may be enforced at the delivery. Those taxes and fees shall be added to the amount paid by the Client.

#### **ARTICLE 4.3 REVISION**

Prices indicated in the Particular conditions will be revised each year on January 1<sup>st</sup>, in accordance with the following formula:  $R(t) = R(t-1) * S(t) / S(t-1)$ , where:

- R(t) represents the revised price;
- R(t-1) represents the baseline price on the first time, and the revised price on subsequent times;
- S(t-1) represents the latest Syntec index published at the date of the Contract signature;
- S(t) represents the most recent Syntec index published at the date of revision.

#### **ARTICLE 4.4 LATE PAYMENT**

Should any amount due and payable by the Client under the terms of the Contract not paid to HARDIS GROUP on the due date of payment, the Client shall pay interest, without prejudice to any other rights under the Contract or by law, commencing from the due date of payment to the date of effective payment on the payment due, at a rate specified under ARTICLE L.441-10 of the French Code of Commerce. The Client shall reimburse the indemnity of forty (40) euros and all costs and expenses incurred in the collection of any overdue amount.

In accordance with ARTICLE 1219 of the French Civil Code, if the Client fails to make the payment of an invoice, HARDIS GROUP shall have the right forthwith to suspend all further performance of Services, by sending a notice of default, until such default is cured. Any additional costs and expenses of whatever nature incurred by HARDIS GROUP as a result of the Client's failure to make payments on time pursuant to this clause thereof shall be borne by the Client.

In the event of a non-payment of the invoice during the time period indicated in the notice of default, HARDIS GROUP shall have the right to terminate the Contract, without prejudice to any other rights or remedies which may be available. All payments shall remain acquired by HARDIS GROUP in any case.

#### **ARTICLE 5. TERMINATION FOR DEFAULT**

Each party shall be entitled to exclusively terminate the Contract, under ARTICLE 1226 of the French Civil Code, should the other Party be in material breach of its obligations under the Contract, and such default is not remedied within thirty (30) days after written notification describing the breach sent by registered letter with acknowledgement of receipt.

The termination is not retroactive and the Services performed are not refundable.

#### **ARTICLE 6. LIABILITY**

HARDIS GROUP will use its best efforts to perform its contractual obligations in accordance with the rules and practice of the profession.

The liability of HARDIS GROUP may be held for a breach arising out of the performance of its obligations under the Contract directly causing a damage to the Client.

In accordance with law, the liability of HARDIS GROUP cannot be held for indirect and unforeseeable damage.

Any breach leading to the liability of HARDIS GROUP, its employees, representatives will be limited, to the amount paid by the Client under the Contract in the last twelve (12) months prior the actual breach, or the sum of ten thousand euros (10 000 €), whichever is greater.

The Client agree to take all necessary measures regarding data back-up.

Damage to files, computer memory or any document, material or program, and loss of profits, turnover, margins, income, orders,

customers, operations, business actions, data, computer programs, damage to brand image and action by third parties shall be deemed to be indirect damage. This provision remains applicable in the event of nullity or termination of the Contract. In any event, the liability of HARDIS GROUP cannot be held if a lack of cooperation from the Client restrict the performance of the Services.

#### **ARTICLE 7. FORCE MAJEURE**

Events that the French courts and jurisprudence typically deem to be force majeure events shall be expressly considered herein as cases of force majeure. In the event either Party is unable to perform its obligations under the terms of the Contract because of a force majeure event, such Party shall not be liable for damages to the other resulting from such failure to perform. The Party shall inform the other Party in writing with supporting evidence, of any force majeure event that makes it impossible to fulfill the Contract. If the duration of the force majeure event exceeds three (3) months, the Contract may be terminated by either Party.

#### **ARTICLE 8. INSURANCE**

HARDIS GROUP and the Client shall maintain a policy of general liability with financially sound and reputable insurance companies, to cover losses and risks in such amounts as are prudent and customary in the businesses in which HARDIS GROUP and the Client are engaged.

#### **ARTICLE 9. COMPLIANCE WITH LABOUR LAW**

HARDIS GROUP remains, in all circumstances, sole holder of the hierarchical and disciplinary authority over its personnel assigned to the performance of the Services. HARDIS GROUP ensures the administrative, accounting and social management and, as such, reserves the right to manage its personnel.

HARDIS GROUP will inform the Client, as soon as it becomes aware of any unavailability of a member of its personnel when such absence has an impact on the performance of the Services. In this case, HARDIS GROUP undertakes to replace the missing member, without undue delay, to ensure the continuity of the Services.

In case of absence, due to force majeure, illness or resignation of any of the employee assigned to the performance of the Services, the obligations under the Contract cannot be jeopardized by the Client.

HARDIS GROUP entrusts the performance of the Services to employees with necessary skills in accordance with quality standards.

In accordance with law, HARDIS GROUP certifies on its honor that it has not committed the offence of hiring undocumented labor, illegal subcontracting, illegal lending of labor, employing a non-national without a work permit, slavery or traffic in foreign labor. HARDIS GROUP shall attend to the management, administration and remuneration of all the personnel that it is liable to hire under its responsibility to fulfill the Contract. However, HARDIS GROUP's personnel, when it works in the Client's premises, must comply with the internal regulations, health and safety rules applicable, if communicated to HARDIS GROUP beforehand.

HARDIS GROUP undertakes, in particular, to provide the Client with all evidence regarding the legal and regulatory requirements under ARTICLE L. 8222-1 and D. 8222-5 of the French Labor code.

#### **ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS**

All HARDIS GROUP Intellectual Property Rights shall be and remain the property of HARDIS GROUP. The Client shall have no rights therein but shall be entitled where authorized to do so by HARDIS GROUP to use such Intellectual Property Rights but only in connection with the Services and only for the purposes of the Services and for its own use. The Client undertakes immediately to bring to HARDIS GROUP's attention any improper use of HARDIS GROUP's Intellectual Property Rights.

#### **ARTICLE 11. MATERIAL**

During the execution of the Services, the Client remains custodian of all its Material, including those made available to the personnel of HARDIS GROUP.

When the Contract requires the provision to HARDIS GROUP of Material not owned by the Client, the latter warrants to have all rights to allow such disposal. The Client warrants HARDIS GROUP against any possible claim due to this provision of Material.

If necessary for the performance of the Services, the Client grants HARDIS GROUP a right to use, reproduce, modify, adapt, develop and correct the applications included in the scope of the Contract.

When the Client is not the owner of Intellectual Property Rights, it must obtain, prior to any intervention of HARDIS GROUP, the necessary permissions for the performance of the Services under the Contract.

As a consequence, the Client holds HARDIS GROUP harmless against any action, claim, demand or opposition from any third-party claiming an Intellectual Property Right.

## ARTICLE 12. ACCEPTANCE

### 12.1. DOCUMENTATION DELIVERABLE

The documentation Deliverables described in the Particular Conditions as well as the minutes of the governance committees carried out within the framework of the Contract shall be validated by the Parties.

The documentation Deliverables or minutes shall be sent to the Client for validation. The Client can express its comments within the period indicated in the Particular Conditions or, within five (5) working days.

In case of comments issued by the Client, HARDIS GROUP will have the same time period to send a new version of the documentation Deliverable.

If the deadline expires without any comments from the Client or without any validation of the Deliverable, the latter shall be deemed validated by the Client in its latest version transmitted by HARDIS GROUP.

### 12.2. IT DELIVERABLE

Acceptance testing aims to verify the functioning and compliance of the Deliverable with its Specifications.

The tests performed during this phase may be functional or technical. They are conducted by the Client, based on test sets and test scenarios made by the Client and sent to HARDIS GROUP one week before the start of test operations. Only an Anomaly preventing the full operation of the Deliverable may justify the postponement of Acceptance by the Client. The Acceptance will result in the drafting of an Acceptance report, signed by the Parties.

Nevertheless it is agreed that in the absence of a response from the Client within the period indicated in the Particular Conditions or, within eight (8) working days following reception of the Deliverable, the Acceptance shall be deemed tacitly declared. Any production launch of the Deliverable shall constitute approval and validation of the Acceptance. The Acceptance operations may be detailed in the Particular Conditions.

## ARTICLE 13. PERSONAL DATA PROCESSING

The Client instructs HARDIS GROUP to process its Personal Data. Therefore, HARDIS GROUP acts as a Data Processor and the Client acts as a Data Controller. The Client undertakes to provide HARDIS GROUP with all the information, related to the processing, required under GDPR.

### 13.1 Data processor obligations

HARDIS GROUP shall comply with all applicable EU Data Protection Laws in the Processing of the Client Personal Data and not Process the Client Personal Data other than on the relevant Client's documented instructions.

HARDIS GROUP shall take reasonable steps to ensure the reliability of any employee, agent or any Sub processor who may have access to the Client Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant Client Personal Data, as strictly necessary for the purposes of the Contract, and to comply with EU Data

Protection Laws ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, HARDIS GROUP undertakes in relation to the Client Personal Data to implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk. Such measures may result in a modification of the Services.

Taking into account the nature of the processing, HARDIS GROUP shall assist the Client by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Client obligations, as reasonably understood by the Client, to respond to requests to exercise data subject rights under EU Data Protection Laws.

HARDIS GROUP shall promptly notify the Client if it receives a request from a data subject under EU Data Protection Law in respect of the Client Personal Data.

### 13.2 Data controller obligation

The Client undertakes to ensure that processing activities are compliant to EU Data Protection Laws, and to provide to HARDIS GROUP the relevant information in the schedule attached in the Particular conditions.

In the frame of the Services performed by HARDIS GROUP and in compliance with article 30.2 GDPR, the Client defines for each data processing activities:

- The Services concerned by the processing;
- The contact details of the Data Controller representative and DPO;
- The purpose of the processing;
- The categories of Personal Data processed;
- The categories of data subjects;
- A description of the security measures implemented in respect of the processed data.

### 13.3 Sub processing

HARDIS GROUP may appoint (or disclose the Client Personal Data to) any Sub processor, after notification to the Client. Any concern should be raised during a delay of eight (8) days after the notification.

### 13.4 Personal data breach

HARDIS GROUP shall notify the Client without undue delay after becoming aware of a Personal Data breach affecting the Client Personal Data, providing the Client with sufficient information to allow him to meet any obligations to report or inform data subjects of the Personal Data breach under article 33 GDPR.

### 13.5 Deletion or return of Personal data

HARDIS GROUP shall promptly at the cessation of any Services involving the Processing of the Client Personal Data, delete or return all the Client Personal Data. Upon request of the Client, HARDIS GROUP shall provide written certification to the Client that it has fully complied with this provision.

### 13.6 Audit

HARDIS GROUP shall make available to the Client on request all information necessary to demonstrate compliance with the Contract, and shall allow for and contribute to audits, including inspections, by the Client in relation to the Processing of the Client Personal Data.

The audit realization is subject to the following conditions:

- The audit shall be performed once a year maximum,
- The request to an audit shall be subject to a written notification at least twenty (20) days before the expected date,

- An audit agreement shall be concluded between the Parties, to define the perimeter and confidential undertakings of each participant.

The Client shall bear the costs resulting from the performance of the audit.

#### ARTICLE 14. ETHICS AND ANTI-CORRUPTION MEASURES

The Client represents, warrants and certifies that it and its employees engaged in the performance of the Contract are knowledgeable of and abide by all ethical requirements as mentioned in the [Business partner Charter](#). The Parties shall ensure that anticorruption laws are complied with throughout the execution of the Contract in accordance with the [Code of conduct](#).

#### ARTICLE 15. CONFIDENTIALITY

The Parties hereto agree that each shall treat confidentially the terms and conditions of the Contract and all information provided by each Party to the other regarding its business and operations. All confidential information provided by a Party hereto shall be used by any other Party hereto solely for the purpose of rendering or obtaining services pursuant to the Contract and shall not be disclosed to any third-party without the prior consent of such providing Party. The foregoing shall remain in force for a period of five (5) years after the end of the Contract for any reason whatsoever.

#### ARTICLE 16. MISCELLANEOUS

##### 16.1 COMMERCIAL REFERENCE

HARDIS GROUP is authorized to use the following information as a commercial reference in publications, events and actions: Client's name, trademark, logo, and website. The Client can revoke this authorization at any time in writing.

##### 16.2 NON-SOLLICITATION

The Client undertakes not to recruit, hire or solicit, directly or indirectly, any personnel of HARDIS GROUP that took part in the performance of the Services. This undertaking is effective as from the start of the performance of the Services and shall be effective for a period of twelve months after the end of the Contract. Should this undertaking be violated, the Client shall pay HARDIS GROUP a penalty amount of twelve months of remuneration of the concerned personnel, based on the latest remuneration applicable at the date of the concerned person's departure. Any damage in excess of the aforementioned amount is reserved.

##### 16.3 ASSIGNMENT

HARDIS GROUP may assign the Contract and the rights and obligations thereunder in whole or in part without the consent of the Client. The Contract is personal to the Client, who shall not without the prior written consent of HARDIS GROUP assign, any of its rights hereunder, or sub-contract any of its obligations.

##### 16.4 INTERPRETATION

Headings are for convenience only and shall not govern the interpretation of the Contract or these General Terms and Conditions.

##### 16.5 SEVERABILITY

In the event of any clause or provision or part thereof of the Contract or these General Terms and Conditions being rendered or declared ineffective, invalid, unenforceable or illegal by any

legislation or by any decision, the remainder of any affected provision of the Contract and these General Terms and Conditions shall remain in full force and effect.

##### 16.6 NOTICES

Any notice, report or statement required under the Contract shall be given or made in writing by registered mail with acknowledgement of receipt to the head office of the Parties indicated in the Particular Conditions.

##### 16.7 INDEPENDENT CONTRACTORS

The relationship of the Parties is that of independent contractors, and nothing contained in the Contract shall be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, or (ii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

##### 16.8 SUBCONTRACTING

HARDIS GROUP reserves the right to sub-contract its obligations under the Contract, with respect to applicable law. All management and performance of the subcontractors shall remain under HARDIS GROUP's sole liability.

##### 16.9 WAIVER

Any failure delay or indulgence of a Party in exercising any power or right conferred hereunder shall not operate as a waiver of such power or right nor preclude the exercise of any other right or remedy hereunder.

##### 16.10 ELECTRONIC SIGNATURE

Any signature adopted by a Party with the intent to sign, or accept the Contract through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by ARTICLE 1367 of the French civil code, and the Parties hereby waive any objection to the contrary.

#### ARTICLE 17. MEDIATION

In the event of any dispute arising under or in connection with the Contract, before either Party may initiate a claim pursuant to provision 20 below, the Parties must attempt to resolve the dispute through mediation in accordance with ARTICLE 1530 of the Civil Procedure Code.

A Party shall submit a dispute to mediation by written notice to the other Party. The mediation shall be conducted by a single mediator selected by the Parties within fifteen (15) calendar days. The cost of mediation will be shared equally.

If the dispute has not been resolved within sixty (60) days after the appointment, any of the applicable Parties may submit the dispute to the court.

#### ARTICLE 18. LAW AND JURISDICTION

THE CONTRACT AND THESE GENERAL TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF FRANCE, TO THE EXCLUSION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH ANY CONTRACT OR THESE GENERAL TERMS AND CONDITIONS SHALL BE FINALLY SETTLED UNDER THE

COURT OF GRENOBLE. THE LANGUAGE TO BE USED IN PROCEEDINGS SHALL BE FRENCH.