

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF IT SERVICES

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1. DEFINITIONS

Anomaly: refers to any defect, error in design, in implementation, in programming, difficulty, incompatibility, insufficiency, performance degradation, non-compliance or any malfunction affecting the Services.

Critical Anomaly: refers to an Anomaly that makes the exploitation or use of an essential, critical or strategic functionality of the Services difficult or impossible.

Major Anomaly: refers to an Anomaly that makes the exploitation or use of a non-strategic, non-essential or non-critical functionality of the Services difficult or impossible. Two sub-levels will be distinguished: Urgent: blockage with no workaround found; Normal: blockage with workaround found.

Minor Anomaly: refers to an Anomaly which has only a minor impact on the exploitation or use of the Services, causing a simple inconvenience.

Contract: refers to these General Conditions, the Special Conditions and the appendices and riders.

Start-up: refers to the date when the software is put into production on the CLIENT's environment and with the actual Data.

Specific Developments: refers to any software customisation services, any IT development or any development that is not integrated as standard into a software package developed from start to finish to meet the CLIENT's specific needs.

Documentation: refers to the documentation relating to the Services.

Data: refers to all HANDICAP INTERNATIONAL data, including personal data relating to HANDICAP INTERNATIONAL customers or employees

Personal data: refers to data that directly or indirectly identifies a natural person.

HANDICAP INTERNATIONAL or the CLIENT: refers to HANDICAP INTERNATIONAL, as well as any company controlled by HANDICAP INTERNATIONAL within the meaning of Article L233-3 of the French Commercial Code. Within the scope of the provision of Services, HANDICAP INTERNATIONAL is the Client.

Infrastructure: refers to the hardware platform on which the software runs with all the technological elements including servers, networks, central or peripheral computer units, software, systems, and other accessories.

Day: refers to working days (i.e. Monday to Friday), except in the articles regarding payment periods where the word day, in the singular or the plural, refers to calendar days.

Deliverables: refers to all work carried out by the SERVICE PROVIDER within the scope of the provision of Services, precisely identified in the Special Conditions, on any medium and in any form. It may be IT Deliverables (e.g.: Specific Developments, interface, software, data recovery programs, general or detailed specification files, source codes and files, configurations, mock-ups, prototypes) or documentary Deliverables (e.g.: Documentations, preparatory work, studies, diagrams, graphics, plans, quality chart, or any analysis, chart, note, report, various documents, report,) or even materials or equipment of any kind.

Configuration: refers to the operations of configuring the pre-programmed functionalities of the software so that they coincide with those of the functional scope expected by HANDICAP INTERNATIONAL. These Services are carried out without additional invoicing.

Parties: refers to the signatories of the Contract, i.e. HANDICAP INTERNATIONAL and the SERVICE PROVIDER.

Phases: refers to the different stages of the project: analysis and prototyping phase, finalisation phase and start-up phase.

Schedule: refers to the schedule for the provision of the Services and the delivery of the Deliverables referred to in the Special Conditions.

SERVICE PROVIDER: means the SERVICE PROVIDER referred to in the Special Conditions. Within the framework of the provision of Services, the SERVICE PROVIDER is the project manager. It is responsible for the proper technical implementation of the software integration and for the compliance of the Services.

Service(s): refers to all the IT services and associated Deliverables provided by the SERVICE PROVIDER within the framework of the Contract, precisely described in the Special Conditions. This includes, for example, the delivery of software, the creation of Specific Developments or Interfaces, training, evolutionary maintenance, or the writing of analysis notes.

Minutes: refers to the document signed by the SERVICE PROVIDER and the CLIENT, with reservations if necessary, recording the acceptance, delivery or the end of each Phase.

Interfaces: means the software for exchanging data between the software and the other applications or systems making up the CLIENT's information system.

Acceptance: means the verification by the CLIENT of the compliance of the Services with the Documentation and the Provider's commitments.

Workaround: refers to the temporary intervention carried out by the SERVICE PROVIDER allowing the software, despite an Anomaly, to function without significant inconvenience for the CLIENT.

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2. OBJECT OF THE CONTRACT

The SERVICE PROVIDER undertakes to the CLIENT, who accepts it, to provide the IT Services precisely described in the Special Conditions.

The SERVICE PROVIDER agrees to comply with the rules set out in these General Conditions in all the Services it carries out for the CLIENT.

The purpose of these General Conditions is to define the terms and conditions of execution by which the SERVICE PROVIDER carries out the Services.

3. CONTRACTUAL DOCUMENTS

The applicable contractual documents are, in descending order of priority

1. The Special Conditions, the appendices in the order in which they appear and any riders
2. The present General Conditions

In the event of contradiction between documents of different rank, the provisions contained in the document of higher rank shall prevail for the obligations in conflict of interpretation, unless otherwise agreed in writing by the Parties.

The contractual documents establish all the rights and obligations of the Parties and cancel all other previous verbal or written undertakings that the Parties may have made on the same subject.

4. COMING INTO FORCE AND DURATION

The Contract shall come into force from the date of signature of the Special Conditions for the duration specified therein.

In case of different signatures, only the last date will be taken as the date of entry into force.

If the Parties agree that the term of the Special Conditions should be extended, an amendment to the Special Conditions shall be signed by the Parties.

5. SERVICE DELIVERY SCHEDULE

Certain Services will be accompanied by a schedule, defined in the Special Conditions. The Service Provider shall be obliged to comply scrupulously with this timetable, which shall be binding on the Service Provider, unless otherwise provided for in the Special Conditions. In the event of non-compliance with the schedule, penalties may be applied.

It is provided that the timetable may be revised by mutual agreement and that the penalties shall not apply if the conditions set out in the article "Obligations of the CLIENT" of the General Conditions are not met.

6. DOMICILIATION

The Parties elect domicile at their registered office as referred to in the Special Conditions, unless expressly stated otherwise in the Special Conditions.

All official notifications to be valid must be made either by registered letter with acknowledgement of receipt to the address of domicile.

7. OBLIGATIONS OF THE PROVIDER

7.1. General obligations

The SERVICE PROVIDER will take all the care and diligence necessary to perform the Services covered by the contract.

He will act in accordance with the rules and best practices of his profession.

The SERVICE PROVIDER, as project manager, ensures the direction, control, and coordination of the Services. In this respect, the SERVICE PROVIDER undertakes without reservation to:

- Have a stable, qualified, available and competent staff in sufficient numbers.
- Delivering the Documentation to the CLIENT.
- Participate in meetings to monitor the Services.
- To request in a timely manner all information necessary for the proper provision of the Services.
- To check and validate the documents or technical information provided by the CLIENT, to verify their completeness and consistency and to warn the CLIENT of any risks or omissions.
- Identify any risks in the provision of the Services.
- Formulate without delay all advice, warnings, recommendations and information in the context of the provision of the Services, in particular with a view to improving the quality of the Services or to enable the CLIENT to take the decisions for which it is responsible;
- To report in writing to the CLIENT, on first request, on the progress of the Services.
- Cooperate closely with the CLIENT.
- Propose desirable improvements in the provision of the Services entrusted to it, their implementation being subject in any event to the CLIENT's prior written agreement.
- To inform the CLIENT without delay, as soon as it becomes aware of any event, choice or measure likely to delay, hinder or disrupt the proper provision of the Services or likely to affect the CLIENT's objectives or to modify the technical or financial conditions of the Contract.

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- To make the CLIENT benefit from its know-how, methods and experience.
- To request any meeting that may be useful for the execution of the Services.
- Guarantee the integrity, confidentiality and security of the information and Data entrusted to it or communicated to it in the context of the provision of the Services.
- To take full responsibility for the Services, in all respects, and in terms of delivery time, quality and security (including, but not limited to, IT security and the security of its staff).
- In general, to implement all the means and actions necessary to respect the commitments made more specifically in the Special Conditions for the provision of the Services.
- To inform the CLIENT without delay, according to its objectives and constraints, of any technological novelty or innovation, or of the availability of any new product better suited to its needs so that the CLIENT can appreciate the interest of such a product.

7.2. Staff of the Provider

The SERVICE PROVIDER undertakes to assign to the provision of the Services personnel or employees whose skills and experience it guarantees. It undertakes to appoint, for the duration of the Contract, as Project Manager, a qualified person with the responsibility of taking or having taken any decision on behalf of the SERVICE PROVIDER. The SERVICE PROVIDER and the CLIENT will agree together in advance to determine the person who will have the status of "Project Manager", who will be designated in the Special Conditions.

The SERVICE PROVIDER undertakes to ensure the stability of its team and, should a change prove necessary (force majeure, illness, incompetence or inadequacy noted by one or other of the Parties), to guarantee the continuity of the service, at its own expense, without penalising the Provision.

Furthermore, the CLIENT will have the right to request, at any time, by registered letter with acknowledgement of receipt, the replacement of any person, if it deems it necessary or desirable for the proper performance of the Service.

In all these cases, the SERVICE PROVIDER undertakes to present the CLIENT with a replacement with at least equivalent skills and experience within two days of the request or of its unavailability and to ensure a recovery period at its own expense.

The SERVICE PROVIDER's personnel called upon to work on the CLIENT's premises, within the framework of the Services to be carried out under the Contract, will comply with the CLIENT's internal regulations and IT charter in force.

The CLIENT will communicate on request to the SERVICE PROVIDER any security rule or policy applicable to its information system in order to enable the SERVICE PROVIDER to ensure the possibilities of carrying out its Services remotely.

If the SERVICE PROVIDER subcontracts part of the Services under the Contract, after informing the CLIENT, it will pass on to its subcontractors the obligations set out in the above paragraphs and will remain liable to the CLIENT for all the Services. In all cases, the use of a subcontractor must not hinder the proper provision of the Services.

8. OBLIGATIONS OF THE CLIENT

The CLIENT undertakes:

- On the one hand, to appoint, for the duration of the Contract, a Project Manager (main contact person), a qualified person with the responsibility of taking or having taken any decision on behalf of the CLIENT;
- On the other hand, to put the SERVICE PROVIDER's personnel assigned to the execution of the Services in contact with the members of its personnel concerned by the execution of the said Services.

The CLIENT undertakes to communicate to the SERVICE PROVIDER's staff any information and any existing document necessary for the SERVICE PROVIDER to carry out its Services, and to facilitate its consultation.

Except when this Service is provided for in the Special Conditions or induced by the nature of the Services rendered, the CLIENT undertakes to take all safeguard measures to avoid any damage whatsoever resulting for it from a possible attack on the files, data, electronic media, documents and/or any other element used or entrusted to the SERVICE PROVIDER in the context of the Services.

The CLIENT undertakes to ensure that the SERVICE PROVIDER's personnel:

- Access to its premises on the CLIENT's usual working days and hours,
- The provision of working facilities (including offices, telephones, fax, photocopier, technological infrastructure) necessary for the Services.

The CLIENT shall assign to the use of the Services covered by the Special Conditions personnel with the appropriate skills.

9. LOYALTY AND COLLABORATION

Each of the Parties is bound to the other by an obligation of loyalty in the performance of the Contract.

The Parties acknowledge that the provision of the Services within the agreed timeframe requires the cooperation of each of the Parties as well as the need to dedicate qualified and competent personnel to the provision of the Services.

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The Parties undertake to cooperate with each other throughout the duration of this Contract.

In this respect, they undertake to:

- To inform each other, as soon as possible, of any element likely to influence directly or indirectly the performance of the Contract,
- To take all measures to promote their good cooperation,
- To facilitate the exchange of information necessary for the performance of this Contract,
- To cooperate in good faith with each other in order to facilitate the performance of this Contract in good conditions.

Except in cases of urgency, any request or instruction exchanged shall be made only between the respective Project Managers of the Parties.

10. PRIVACY

Both during the term of the Contract and after its expiry for any reason whatsoever, each of the Parties shall keep strictly confidential all information, in particular technical, commercial, strategic and financial information that it may have come to know about the other Party, regardless of the form, medium, destination or nature thereof.

Each of the Parties undertakes to respect this undertaking for its managers, shareholders, staff, the companies in the group to which it belongs, its employees and each of its possible agents, advisers, consultants or subcontractors whom it may use in the performance of this Contract.

This Agreement and its annexes are strictly confidential.

Neither of the Parties may refer to the terms and conditions of the Contract without the express agreement of the other, except to assert its rights in court, including vis-à-vis third parties, or at the request of the tax or social security authorities.

It is expressly agreed between the Parties that the disclosure and/or provision by the CLIENT of any confidential information does not confer any right on the SERVICE PROVIDER to the said information. The SERVICE PROVIDER shall refrain from interfering in computer systems and from taking a copy of all or part of the information stored therein, it being expressly stated that if it does so, it may be liable to criminal and/or civil proceedings.

11. NON-SOLICITATION OF STAFF

Each Party shall refrain from taking into its service, directly or indirectly through a parent company, a subsidiary company or a company in which it has an interest, the personnel of the other Party.

This prohibition ends 1 (one) year after the end of the performance of the last Service.

In the event of a breach of this Article, the offending Party shall pay, as a lump sum, an amount equal to the last twelve (12) months' gross salary of the person concerned.

12. SOCIAL OBLIGATIONS

This Contract is exclusive of any provision of personnel within the framework of temporary work.

The SERVICE PROVIDER guarantees the regularity of its situation and that of its possible subcontractors, when carrying out the Services, particularly with regard to the provisions of the Labour Code relating to the fight against illegal work and all the legal obligations incumbent on it, with regard to the social and tax authorities.

The SERVICE PROVIDER undertakes in particular to hand over the elements referred to in Articles L. 8222-1 et seq. and D. 8222-5 or D. 8254-2 of the Labour Code when the Contract is signed and in any case at the CLIENT's first request.

The SERVICE PROVIDER's personnel assigned to carry out a Service for the CLIENT work in all circumstances under the hierarchical and disciplinary responsibility of the SERVICE PROVIDER, who controls the proper execution of the Services and regularly monitors the progress of the activities.

The SERVICE PROVIDER is responsible for the administrative, accounting and social management of its personnel, as well as for their affiliation to all social organisations and their full responsibility with regard to labour legislation.

13. PROTECTION OF PERSONAL DATA

In the context of their contractual relationship, the Parties undertake to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 as well as Law No. 78-17 of 6 January 1978 relating to information technology, files and freedoms (hereinafter, the "Applicable Legislation").

The Parties agree that the CLIENT acts as a "data controller" within the meaning of the applicable Legislation and that the SERVICE PROVIDER acts as a "processor".

In accordance with Article 28 of the RGPD, in its capacity as a subcontractor, the SERVICE PROVIDER undertakes to comply with the obligations listed below and to ensure that they are complied with by its employees and/or second-tier subcontractors.

If the SERVICE PROVIDER is unable to comply for any reason whatsoever, it is obliged to inform the CLIENT of its inability without delay, in which case the Parties will meet to find an acceptable solution together as soon as possible.

13.1. General obligations

The SERVICE PROVIDER undertakes in particular to:

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- To process the Personal Data within the strict and necessary framework of its contractual obligations, solely for the purposes that are the object of the subcontracting, in no case to use them for other purposes, and in any case to act only on the CLIENT's prior written instructions (including with regard to transfers of Personal Data to a third country). The SERVICE PROVIDER therefore refrains from processing Personal Data on its own behalf or for any other purpose, it being specified that any other use without the CLIENT's express written authorisation will be fraudulent and constitute a contractual fault. The CLIENT shall not disclose or transfer the Personal Data to other persons, whether private, public, physical or legal.
- Not to retain Personal Data beyond the retention period set by the CLIENT for the purposes for which it was collected.
- At the end of the Contract, according to the CLIENT's choice and without prejudice to the article "Termination" of the Contract, delete all the Personal Data or return them to the CLIENT, and destroy the existing copies. The SERVICE PROVIDER shall provide proof of this destruction.
- Inform the CLIENT as soon as possible if a legal obligation requires it to process Personal Data in a manner other than in accordance with the processing instructions.
- Inform the CLIENT immediately if, in its opinion, an instruction constitutes a violation of the regulations.
- To take into account the principles of Data Protection by Design and Data Protection by Default in its tools, solutions, products, applications or services.
- To appoint a Data Protection Officer and to communicate to the CLIENT the contact details of the latter as soon as he is appointed, if the PROVIDER is obliged to appoint one in accordance with Article 37 of the RGPD.
- Inform the CLIENT immediately in writing of any changes that affect him/her and that may have an impact on the processing of Personal Data.
- To collaborate with the CLIENT in carrying out any necessary formality of the CNIL or consultation relating to the processing of Personal Data.
- To inform the CLIENT without delay of any binding request for communication from an administrative or judicial authority and to communicate the Data only after written authorisation from the CLIENT.

The SERVICE PROVIDER is responsible for any breach committed by him or his employees as well as by his second-tier subcontractors.

**13.2. Subcontractors and employees of the
SERVICE PROVIDER**

The SERVICE PROVIDER may have recourse to another subcontractor to carry out part of the Services, provided that (i) it informs the CLIENT in writing in advance and obtains its prior written authorisation, (ii) the second-tier subcontractor presents sufficient guarantees as to the implementation of appropriate technical and organisational measures, so that the processing complies in all respects with the requirements of the Applicable Legislation, and (iii) it concludes a written contract with the second-tier subcontractor containing at least the same obligations as those referred to in the present Contract. The contract with the sub-processor shall be made available to the CLIENT upon request.

The Data must be located on servers located in France.

The SERVICE PROVIDER will inform the CLIENT in advance in writing of any planned changes concerning the addition or replacement of second-tier subcontractors, (specifying the scope of the subcontracted activities and the location, thus giving the CLIENT the possibility of raising objections. The SERVICE PROVIDER undertakes to take into account any objections or objections made by the CLIENT.

In any case, the complete list of the SERVICE PROVIDER's second-tier subcontractors, their locations and the scope of the subcontracted activities is available to the CLIENT at any time and upon request.

The PROVIDER shall take the necessary measures to ensure that any natural person acting under its authority and having access to the Personal Data:

- Processes them only in accordance with the processing instructions; and
- Is under a contractual obligation to ensure the confidentiality of Personal Data

The PROVIDER undertakes (i) to ensure that its staff authorised to process the Data guarantees confidentiality and receives the necessary training in Data protection and (ii) to set up the necessary authorisations to restrict access to only those persons who need it for the purposes of the Services, as well as an access control mechanism for this Data.

The SERVICE PROVIDER keeps available to the CLIENT the traces of modification of the Data processed by its employees and subcontractors.

13.3. Management of access requests

The SERVICE PROVIDER undertakes to provide all the necessary assistance to the CLIENT to enable it to comply with all its obligations, in particular to enable it to carry out impact analyses relating to data protection and other required consultations, or to enable the persons concerned to exercise their rights with regard to their personal data.

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The SERVICE PROVIDER undertakes to send the CLIENT by email all the requests of the persons concerned received by itself or a second-tier subcontractor as soon as they are received and in any case within a maximum of five (5) calendar days following their receipt.

Finally, the SERVICE PROVIDER undertakes to cooperate with the CLIENT and/or the competent Personal Data protection authorities, in particular in the event of requests for information that may be addressed to it directly and/or in the event of an inspection within the framework of the execution of the present contract. In this respect, it undertakes to ensure effective access to all information relating to the implementation of the processing to the authority, to inform the CLIENT immediately, to provide all necessary assistance to the CLIENT to enable it to defend its rights, and to provide any advice, explanation or document necessary for the investigation of the case.

13.4. Notification of Personal Data Breach

A breach of Personal Data is a breach of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

The SERVICE PROVIDER undertakes to inform the CLIENT in writing of any breach of Personal Data and to assist in any request from the CLIENT and in the implementation of any measures to remedy it.

In these cases the SERVICE PROVIDER undertakes to :

- Inform the CLIENT as soon as the SERVICE PROVIDER becomes aware of the breach, and at the latest within twelve (12) hours of becoming aware of the breach;
- To provide the CLIENT (or any person designated by the CLIENT) with all the information necessary to assess the risks and impacts of this violation and to enable the CLIENT to take all useful decisions and measures regarding its management and follow-up;
- Provide the following details:
 - o Place, date and time of the event (if known or approximated) and date and time of observation.
 - o Description of the nature of the violation and the circumstances:
 - Loss of confidentiality: Personal Data compromised (unauthorised access or disclosure)
 - Loss of integrity: Personal data modified in an unwanted way
 - Loss of availability
 - Data medium concerned (server, desktop, laptop, backup, paper documents, etc.)
 - Summary of the incident causing the Personal Data breach (general description)
 - o Type of Data breached;
 - o Technical and organisational measures already taken or proposed to remedy this;

- o Identity of each person affected and number of Persons Concerned or likely to be affected and their status (Customers, prospects, employees, etc.);
- o Precise categories of Personal Data affected (nature and content of the data concerned detailed) and volume;
- o Perimeter concerned;
- o Potential consequences identified for the Data Subjects or the CLIENT (misuse of data for other purposes, wider or narrower dissemination, suspension of service provision, malfunctions, etc.);
- o Assessment of potential harm and level of severity ;
- o Persons from whom further information can be obtained (identity, contact details), in particular with a view to notifying the supervisory authority (CNIL or other relevant authority) if the breach so requires
- o Description of the likely consequences of the security breach ;
- o Description of the measures the PROVIDER has proposed to take to remedy the security breach, including, if applicable, measures to mitigate the adverse effects;
- o Any other information that the CLIENT may reasonably request or require regarding the security breach.
- Respect the following deadlines for the transmission of information and details:
 - o Without delay and at the latest within twelve (12) hours of becoming aware of the violation, for all the elements mentioned above,
 - o Within the timeframe requested by the CLIENT for any additional clarification required.

It is up to the CLIENT alone to decide and to proceed if it is necessary to notify the competent supervisory authorities (and/or the persons concerned) of Personal Data breaches. The notification may be made directly by the PROVIDER if the latter so requests.

In the event that information to data subjects is necessary, the wording and format of this communication must be agreed with the controller.

The PROVIDER will not issue any external communications, press releases or reports regarding any security breach involving the CLIENT's Personal Data without the CLIENT's prior written consent.

13.5. Compliance, information and audit

The SERVICE PROVIDER must help the CLIENT to guarantee compliance with its obligations and make available to the CLIENT at any time and on first request the information, data and documentation necessary to demonstrate its compliance with the Applicable Legislation (particularly in terms of security, or the performance of impact analyses).

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The SERVICE PROVIDER undertakes not to oppose or contribute to audits carried out by the competent authorities, the CLIENT or another auditor appointed by it for this purpose.

The SERVICE PROVIDER shall allow and facilitate the auditors' access to its premises, documentation, tools and software and to any installation and processing means, for the entire time necessary to carry out the said audit.

The CLIENT may initiate such an audit/request for information/verification/inspection subject to :

- Give the SERVICE PROVIDER 10 working days' notice;
- Ensure that any auditor is subject to binding confidentiality obligations.

13.6. Hosting - Transfers of Personal Data

At the date of signing the Special Conditions, the SERVICE PROVIDER guarantees that the Personal Data are hosted in France exclusively.

The PROVIDER undertakes not to transfer Personal Data outside the European Economic Area without having obtained the CLIENT's prior written consent.

The PROVIDER may be obliged, under the law of the Union or the law of the Member State to which it is subject, to transfer personal data to a third country or organisation. In this case, the PROVIDER shall inform the CLIENT of its legal obligation unless the law concerned prohibits such information.

In the event that the PROVIDER calls upon a subcontractor located outside the territory of the European Union for the processing of the Personal Data, thus resulting in the transfer of the Personal Data to countries outside the European Economic Area that do not ensure an adequate level of data protection within the meaning of the European Commission (in accordance with the provisions of Article 45 of the RGPD), it is agreed that the PROVIDER will sign with the possible subcontractor concerned the standard contractual clauses of the European Union resulting from the decision of the European Commission (2010/87/EU) of 5 February 2010 or those which would replace them within the framework of the application of the RGPD and will carry out the possible formalities necessary with the CNIL, this in order to ensure a level of protection for Personal Data equivalent to that provided on the territory of the European Union. These contractual clauses aim to ensure an adequate level of protection for Personal Data transferred regardless of the geographical location of the recipient of said data.

13.7. Register of Processing Activities

The PROVIDER undertakes to keep and update a register of all categories of processing activities carried out on behalf of the CLIENT

The Parties undertake to cooperate with the competent data protection authorities, in particular in the event of a request for

information that may be addressed to them or in the event of an inspection.

13.8. Personal Data Contacts

The contacts are specified in the Special Conditions.

In the event of a change in such contact data, the Party making the change undertakes to inform the other Party in writing without delay.

14. APPROVAL AND ACCEPTANCE

The purpose of the acceptance operations will be to verify the conformity of the Services to the CLIENT's needs and the SERVICE PROVIDER's commitments, according to the acceptance methods (protocol, acceptance procedure and acceptance criteria) defined in the Special Conditions.

Under no circumstances may the Services be considered as tacitly approved by the CLIENT.

14.1. IT deliverables

In the event of the delivery of IT Deliverables (such as software, interfaces, or specific developments), the CLIENT shall carry out a provisional acceptance (or VABF) before going into production, on the basis of test sets, followed by a final acceptance (or VSR).

The VABF and VSR will be recorded in minutes, signed with reservations if necessary, stating the anomalies identified.

Unless otherwise specified in the Special Conditions :

- The Client has 10 working days to notify the Defects or approve the Deliverables;
- The SERVICE PROVIDER has 5 working days to correct them. Failing this, penalties will be applied.

In the event of failure to make corrections on time, or in the event of a delay in delivery, the article "Penalties" shall apply.

14.2. Documentary deliverables

Finally, with regard to the documentary deliverables that may be delivered by the SERVICE PROVIDER within the framework of the Services, the CLIENT will benefit from the period provided for in the Special Conditions, or, in the absence of any specific indication, from a minimum of 10 working days for :

- Final acceptance of the documentary deliverable; or
- Make any reservations in writing, and request changes with reasons; or
- Reject the documentary deliverable and give reasons for doing so.

In the event of reservations or rejection, the SERVICE PROVIDER will have a maximum of 5 working days to correct,

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at its own expense, all the non-conformities noted by the CLIENT, and to resubmit the documentary deliverable.

The acceptance of the Documentary Deliverable shall not be final until all the reservations expressed by the CLIENT have been resolved. The pronouncement of the final acceptance shall be materialised by an acceptance report which shall be signed by both parties.

15. PROJECT MONITORING

The progress of the Services is reported to the Monitoring Committee.

These meetings are the privileged place for the exchange of information necessary for the provision of the Services.

The monitoring committees will meet regularly. The frequency of these meetings, if not specified in the Special Conditions, will be determined between the parties according to the urgency of the points to be dealt with.

These monitoring committees will preferably take place by teleconference but may also take place at the CLIENT's premises or at any other location jointly agreed by the Parties.

The monitoring committees will, among other things, aim to :

- Check the correct application of the contractual provisions and review the quality and detailed progress of the Services;
- Exchanging necessary information;
- Follow the schedule ;
- Reviewing the penalties;
- Examine the adequacy of the Parties' human resources assigned to the provision of the Services;
- Identify and address potential operational issues.

Each Project Manager will participate. In particular, they should :

- Check the progress of the Services;
- Check that the Services performed comply with the contractual provisions;
- Attend monitoring committees.

The drafting of the minutes of the monitoring committees is the responsibility of the SERVICE PROVIDER who must submit them to the CLIENT within five working days. If there are any reservations, the SERVICE PROVIDER undertakes to correct the report and send it to the CLIENT the next working day. Under no circumstances can the reports be considered as tacitly approved by the CLIENT.

16. PRICE

The amounts of the Benefits are indicated in the Special Conditions.

The taxes in force at the time of each invoice will be applied by right.

17. PAYMENT

Invoices shall be drawn up on the basis of the schedule defined in the Special Conditions.

Invoices are payable net and without discount, with a deadline of 30 days end of month.

The Client may deduct from the invoices the price of the penalties due by the SERVICE PROVIDER.

18. GUARANTEE

The SERVICE PROVIDER guarantees that it is not in a state of cessation of payments such as to lead to the opening of receivership or judicial liquidation proceedings.

18.1. Guarantee of conformity

The SERVICE PROVIDER undertakes to perform the Services in full compliance with the provisions of the Contract and its commitments.

In this respect, the SERVICE PROVIDER undertakes, at its own expense, to correct or reperform any defective Service.

18.2. Contractual guarantee

The SERVICE PROVIDER undertakes to provide, without delay and at no cost to the Customer, the correction of any Anomalies reported by the Customer, for the duration specified in the Special Conditions. In the absence of a duration mentioned in the Special Conditions, the duration of the contractual guarantee will be by default 6 (six) months from the final acceptance of the Services.

The following services are not covered by the guarantee:

- a) correction of malfunctions in third-party software (bugs), handled by a separate maintenance contract.
- b) intervention due to modification of the system by the CLIENT without the SERVICE PROVIDER's authorisation.

In these cases, the SERVICE PROVIDER will invoice the CLIENT for the interventions, at the SERVICE PROVIDER's rate shown in the Special Conditions.

18.3. Guarantee of quiet enjoyment

The SERVICE PROVIDER guarantees the CLIENT the enjoyment and peaceful exercise of the rights attached to the Deliverables and transferred under this Contract. The SERVICE PROVIDER guarantees the CLIENT that the Deliverables do not infringe the intellectual property rights of a third party. It guarantees the CLIENT that it has or will have the necessary rights and authorisations to transfer the intellectual property rights relating to the Deliverables.

The SERVICE PROVIDER indemnifies the CLIENT against any disturbance, action, claim, opposition, liability, loss, damage,

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costs or expenses incurred by the CLIENT in connection with any threat, claim, action, claim, or proceeding arising from its own act or from the act of a third party who claims that the Services infringe or are likely to infringe its intellectual property rights or those of a third party.

Consequently, the SERVICE PROVIDER will bear all the costs incurred by the CLIENT in its defence, including lawyers' fees, all damages, costs and expenses not included in the costs to which the CLIENT could be condemned by a court decision that has become final or enforceable, noting the infringement of a copyright, a trademark, a patent, a commercial or manufacturing secret, or any other property or exclusive right.

If it appears that the Services constitute an infringement of an intellectual property right belonging to a third party, the SERVICE PROVIDER undertakes without delay, and at its own risk and expense, to :

- Obtain the right for the CLIENT to continue to use the Deliverables / Services;
- If the SERVICE PROVIDER cannot obtain this right, substitute an equivalent product subject to the CLIENT's prior approval for the offending Deliverables or Services; or
- If the SERVICE PROVIDER cannot substitute the Deliverables or Services, modify them so that they are no longer infringing.

The guarantee covered by this article applies to any element that may be the subject of an intellectual and/or industrial property right delivered by the SERVICE PROVIDER to the CLIENT.

This warranty will remain in effect after the expiration or termination of the Agreement for a period equal to the life of the rights assigned by the SERVICE PROVIDER to the CLIENT. This warranty is not subject to a liability cap.

18.4. Safety guarantee

The SERVICE PROVIDER recognises the importance for the CLIENT to have a secure computer system, particularly in terms of logical and/or physical intrusion, confidentiality, integrity and backup of Data.

Also, in the event that the SERVICE PROVIDER has access to the CLIENT's information system for the purposes of the Services, the SERVICE PROVIDER undertakes to set up and maintain an optimum level of security, both physical, at its operating centre, and logical, at the level of the computer system and the networks.

The SERVICE PROVIDER will also take all the necessary measures to ensure that its technical infrastructure, applications, software, hardware and more generally all the tools and resources put in place for the needs of the Services, are secure (i.e. in particular, free of flaws, vulnerabilities, viruses or any other malicious software) and do not undermine the

performance, availability, confidentiality and security of the CLIENT's information system.

The SERVICE PROVIDER undertakes to notify the CLIENT in writing of the occurrence of any security breach that impacts or is likely to impact the Data. This notification must be made as soon as possible and no later than 48 hours after the discovery of the security breach.

The security devices thus set up by the SERVICE PROVIDER may be more fully described in the Special Conditions, if the CLIENT deems it appropriate with regard to the Services entrusted to the SERVICE PROVIDER.

18.5. Performance guarantee

The SERVICE PROVIDER guarantees the proper completion of the Services defined in the Special Conditions.

19. AMENDMENT

Any service not included in the Special Conditions will give rise to an amendment. The SERVICE PROVIDER will draw up a commercial proposal at its own expense and submit it to the Client.

This proposal will specify the Services to be carried out, the possible impact on those already carried out, the costs generated, the impact on the schedule and the budgetary impact. Additional work will only be undertaken with the written consent of the Client.

20. INTELLECTUAL PROPERTY

The Deliverables will become the property of the CLIENT as ~~and when they are produced~~ their production progresses. In this respect, the SERVICE PROVIDER transfers exclusively to the CLIENT all the rights attached to the said Deliverables; specifically, the rights of use, exploitation, reproduction, representation, adaptation, digitisation, arrangement, publication, editing, rental, lending, distribution, broadcasting, marketing, etc. as they result from the provisions of the Intellectual Property Code (art. L. 122-1 et seq)

The CLIENT shall be free to use the Deliverables for any purpose whatsoever, in any form, by any means and on any media known or unknown on the date of signature of the Special Conditions. It is expressly specified that in the case of computer deliverables, these are delivered and transferred with their Documentation and in source and object code format.

The transfer is irrevocably granted for the entire world and for the entire legal duration of copyright protection. It expressly benefits all the entities belonging to the Client and the CLIENT's subsidiaries.

As a result of this transfer, the SERVICE PROVIDER will no longer have any of the economic rights of intellectual property on the Deliverables. The SERVICE PROVIDER will therefore not

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be able to use the Deliverables at a later date without the CLIENT's prior written authorisation.

The price of the Services defined in the Special Conditions includes the cost of the transfer of the aforementioned rights on a fixed and definitive basis.

The SERVICE PROVIDER retains ownership of the methods, know-how and processes it has developed or implemented to perform its Services.

Items of any kind, in any form and on any medium whatsoever, such as hardware, software, tools, settings, information, know-how, databases, data, documentation or any intellectual property rights, provided by the CLIENT to the SERVICE PROVIDER for the purposes of carrying out the Services shall remain the CLIENT's property in all circumstances

Under no circumstances may these elements be used by the SERVICE PROVIDER for purposes other than the strict provision of the Services. Consequently, the SERVICE PROVIDER will only have a right of use, strictly limited to the provision of the Services. This right of use will come to an end in the event of the expiry or termination of the Contract for any reason whatsoever.

The SERVICE PROVIDER undertakes not to make any use of all or part of the elements referred to above that could constitute an act of violation of this property right and/or of the confidentiality commitments.

In the same way, the CLIENT remains the exclusive owner of its brands, logos and names.

21. TERMINATION

The unilateral termination of this Contract may be pronounced by one of the Parties in the event of failure by the other Party to fulfil its obligations, at any time, as of right and without prejudice to any damages

Such termination shall take effect thirty (30) days after the date of dispatch of a formal notice which has remained without effect and which is sent by registered letter with acknowledgement of receipt.

Notwithstanding the above, in the event of total or partial non-performance, the CLIENT may also, at its discretion, suspend payments due to the SERVICE PROVIDER, or request a reduction in the agreed price.

If the Customer finds that the breaches are frequent, the Contract may also be terminated immediately and by operation of law.

On termination of the Contract for any reason whatsoever, the SERVICE PROVIDER shall return to the CLIENT, within a maximum of five (5) working days :

- All the Deliverables already produced. In the absence of restitution, the SERVICE PROVIDER will be required to

reimburse the CLIENT, who will have to do so at the CLIENT's first request,

- All elements of any kind and on any medium readable and approved by the CLIENT (in particular documentation, files, any Data whatsoever, studies, programmes, software, applications, hardware) that the CLIENT has entrusted to the SERVICE PROVIDER for the performance of the Contract. The SERVICE PROVIDER will not be able to keep any copy of these elements and will provide the CLIENT with a sworn statement attesting to this.

22. FORCE MAJEURE

Force majeure is any event outside the affected Party, beyond its control, which is both unforeseeable and insurmountable and which prevents the Party from performing all or part of its obligations.

The Parties agree that Force Majeure includes, but is not limited to, damage originating or caused by :

- An interruption in the supply of energy (such as electricity),
- A failure of the Internet network,
- A civil or foreign war,
- Riots or popular movements,
- Attacks,
- Governmental or legislative decisions.

The Party affected by Force Majeure undertakes to inform its co-contractor without delay by registered letter with acknowledgement of receipt.

The performance of the obligations of the prevented Party shall then be postponed for a period at least equal to the duration of the suspension due to this cause.

However, after a period of one hundred and eighty (180) days of interruption due to force majeure, either Party may choose to terminate the Contract by registered letter with acknowledgement of receipt sent to the other Party.

23. RESPONSIBILITY

The SERVICE PROVIDER is subject to an obligation of result concerning the execution of the Services defined on the basis of indicators (e.g. SLA) or a compliance reference system (specifications).

All the other obligations of the SERVICE PROVIDER which are not measurable or which do not refer to a compliance reference framework are covered by a reinforced obligation of means.

Any Service with an obligation of means must be expressly indicated as such in the relevant Special Conditions. Otherwise, it will be covered by the system of reinforced obligations of means or of result, as specified above.

The SERVICE PROVIDER cannot be held responsible for any indirect damage that the CLIENT may suffer as a result of the Services performed.

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Consequential damages do not include damages related to the security, confidentiality, loss and integrity of the CLIENT's Data.

The SERVICE PROVIDER is in no way responsible for delays or impediments to the execution of the Services due to Force Majeure.

24. PENALTIES

The SERVICE PROVIDER expressly acknowledges that compliance with the timetable for the provision of the Services, where it is imperative, is essential for the CLIENT.

Thus, in the event of non-compliance with the contractual deadlines, the SERVICE PROVIDER will be liable to the CLIENT for late penalties defined in the Special Conditions.

The CLIENT will notify the details of the delays noted and the penalties. The amount of the penalties may be deducted automatically from the payments due by the CLIENT to the SERVICE PROVIDER.

The application of this "Penalties" clause remains at the discretion of the CLIENT, and does not in any way imply a waiver of the "Termination" clause of the General Conditions. The fact that the CUSTOMER does not assert, as soon as the delay occurs, its rights to apply the late payment penalties, shall not be interpreted as a waiver of the right to exercise this right at any time in the future.

The penalties are due notwithstanding any damages and interest that the CLIENT may claim in respect of the SERVICE PROVIDER's failings and in particular the consequences of its delays.

25. TRANSFER - SUBCONTRACTING

Each of the Parties expressly recognises that the other Party remains free to transfer all or part of the Contract within its group, within the meaning of Article L. 233-3 of the French Commercial Code, or in the event of a merger, provided that it informs the other Party.

For any other hypothesis, any transfer must be subject to prior authorisation by the transferee, and any refusal must be reasonably justified.

In the event that the transfer occurs in such a way that the transferee of the Contract is a direct competitor of the transferee, the latter may give notice of termination of the Contract by registered letter with acknowledgement of receipt, subject to observing a notice period of three (3) months.

The CLIENT acknowledges that the SERVICE PROVIDER remains free to subcontract all or part of its Services within its group, within the meaning of Article L. 233-3 of the French Commercial Code. For any other subcontracting, prior written authorisation from the CLIENT will be required.

26. INSURANCE

The SERVICE PROVIDER has taken out up-to-date and adequate "civil liability" insurance covering its staff in the exercise of its Services, whether these are carried out on the CLIENT's premises or remotely, for all material and immaterial damage that could be caused as well as for bodily injury that it could be led to cause through its employees during the execution of the Services.

The SERVICE PROVIDER undertakes to provide, every year, and in any event on the CLIENT's express request, the corresponding insurance certificate, particularly when there is any change in the said cover, whether in terms of the amounts covered or the guarantees taken out.

27. AUDIT

The Parties agree that the CLIENT, after having notified the SERVICE PROVIDER in writing with reasonable notice, may carry out an inspection of the conditions in which the Services are performed and, in general, of compliance with the SERVICE PROVIDER's obligations.

In the event of a contractual breach by the SERVICE PROVIDER, the latter will be responsible for the audit costs.

28. STIPULATIONS

If one or more provisions of the Contract are held to be invalid or declared as such in application of a law, a regulation or following a final decision of a competent court, they shall be deemed unwritten; the other provisions shall retain all their force and scope.

29. LEGAL AUTHORISATIONS

The Parties undertake to have all the legal and administrative authorisations necessary for the execution of the present contract.

The Parties undertake to collaborate in the creation of new legal and administrative authorisations and in any modifications of authorisations already granted.

30. INTEGRITY OF THE CONTRACT

All special agreements relating to the nature of the assistance provided or subscribed to in derogation of these General Conditions are recorded in the Special Conditions of this Contract. The clauses of this contract prevail over all other different clauses appearing on the HANDICAP INTERNATIONAL order or possibly on any previous correspondence, agreement or writing and contain the entire agreement of the parties. The headings of the clauses are for classification purposes only; in the event of a contradiction between these headings and their content, the content shall prevail.

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31. NON-WAIVER

The fact that one of the Parties has not demanded the application of any clause of the Contract, whether permanently or temporarily, shall in no way be considered as a waiver of that Party's rights arising from the said clause whose non-application has been tolerated.

32. OBLIGATIONS AT THE END OF THE CONTRACT

Upon expiry of the Contract, for whatever reason, it is expressly agreed that all obligations which by their nature continue beyond the effective date of expiry shall continue to bind the Parties until they are fulfilled. This applies in particular to the articles "Liability" and "Non-solicitation of personnel".

33. INDEPENDENCE OF THE PARTIES

Nothing in the Contract shall be construed as creating any subsidiary or joint venture or de facto company between the Parties.

34. ETHICS

HI affirms its commitment to fight against fraud, corruption, economic and sexual exploitation, abuse and sexual harassment of children and vulnerable adults benefiting from or impacted by HI's intervention, and to implement measures to reduce the risks in its programmes, with zero tolerance for such abuse and a victim-centred approach.

By signing these general terms and conditions of purchase, the PROVIDER certifies :

- not to be involved in corrupt or fraudulent practices
 - not to be in a conflict of interest with HI representatives
 - Respect existing laws on the non-exploitation of children and vulnerable adults,
 - respect social rights, especially on minimum wage and working hours General purchasing conditions
 - respecting the basic working conditions of workers, in particular the exclusion of all physical constraints or sanctions, and guaranteeing the safety of its employees
 - not to participate in any way in the spread of anti-personnel mines (production, trade, assets, shareholders, transport, storage, etc.)
 - not to participate in any form in the arms trade (production, trade, assets, shareholders, fundraising, transportation, storage, etc.)
 - not to have any links whatsoever with terrorist networks of any kind (acts of violence against civilian populations or facilities committed by an organisation).
 - strive to use production techniques and processes that respect the basic rules of environmental protection, (mainly with regard to deforestation, the use of chemical agents affecting the protection of biodiversity)
- The PROVIDER acknowledges and agrees to comply with the stated policies (available at <https://hi.org/fr/politiques-institutionnelles>), which are HI's policies on the protection of beneficiaries from sexual exploitation and abuse, its child protection policy, its anti-fraud and anti-corruption policy, its disability, gender and age policy and HI's Code of Conduct.

If you believe that the action of any person (or group of persons), belonging to HI, does not comply with the above rules, you should report it in accordance with the process by contacting HI via the following link: <https://hi.org/fr/formulaire-signalement>

HI reserves the right to use international PROVIDER tracking tools to verify their history and potential involvement in illegal or unethical activities.

HI wishes to limit its environmental impact and expects a similar approach from its PROVIDERs and service providers.

Failure to comply with any of these obligations may result in the automatic termination of the contract.

35. ARTICLE HEADINGS OF THE CONTRACT

Article headings in the present Contract are inserted for the sole purpose of facilitating reference to them and may not be used to give an interpretation to these articles or affect their meaning. Therefore, in the event of any difficulty of interpretation between any of the headings and any of the clauses constituting the Contract, the headings shall be declared non-existent.

36. LITIGATION

36.1. The Contract is governed by French law.

36.2. In the event of any difficulties relating to the application or interpretation of the contractual documents binding the Parties, the latter shall first give priority to seeking an amicable solution, if necessary by way of conciliation or mediation. ~~In the absence of an amicable agreement, the dispute shall be submitted to the competent courts of Lyon.~~

In this respect, the more diligent Party shall notify the other by registered letter with acknowledgement of receipt of the dispute between them and of its desire to find an amicable settlement.

36.3. Should this conciliation or mediation process not lead to a solution within one (1) month, the Parties shall refer to arbitration as described hereafter.

All disputes, controversies or claims arising out of or in connection with this Contract (including as to the breach, termination, validity or lawfulness of this Contract or any provision hereof and any non-contractual obligations arising out of or in connection with it) which are not resolved in accordance with paragraph 36.2 shall be referred for final settlement by arbitration in accordance with the Rules of Arbitration of International Chamber of Commerce (ICC). (<https://iccwbo.org/dispute-resolution-services/arbitration/rules-of-arbitration/>) upon filing of an arbitration application by one of the Parties. The arbitral tribunal will be made up of one (1) arbitrator. The place of arbitration will be Lyon.

The language of the proceedings will be English.

The dispute will be settled in accordance with the law mentioned in article 36.1.

Done at, in two original copies, one for each party.

For the SERVICE PROVIDER
(signature + stamp)

For HANDICAP INTERNATIONAL
(signature + stamp)

Name and function of signatory :

Name and function of signatory :