

**GENERAL TERMS AND CONDITIONS OF
PURCHASE
APPLICABLE TO SAAS SOLUTIONS
AND RELATED SERVICES**

BETWEEN:

HANDICAP INTERANTIONAL, a non-profit association, whose registered office is located at (...), represented by (...), in his capacity as (...) duly authorised for the purposes hereof,

Hereinafter referred to as the "**CLIENT**",

AND:

The company (...), a company (...) with a capital of (...) euros, registered under the number (...) R.C.S. (...) with its registered office at (...), represented by Mrs. (...) in the capacity of (...) duly authorised for the purposes of these presents,

Hereinafter referred to as the "**PROVIDER**"

Hereinafter referred to individually or collectively as the "Party or Parties"

IT IS PREVIOUSLY STATED THAT:

The Provider is a Software as a Service (hereinafter "SaaS") provider, i.e. applications rented online.

The services offered by the Service Provider are accessible remotely via the Internet. They are designed to meet the needs of the Client.

The Client's purpose is to assist vulnerable populations, including people with disabilities, around the world. It wishes to use an external IT solution for the purpose of **XX**.

In witness whereof it is agreed as follows.

ARTICLE 1 - DEFINITIONS

Capitalized terms in this Agreement, whether used in the singular or plural, shall have the meanings set forth below for the purpose of the performance and interpretation of this Agreement.

Active: means any natural person working for the Client or on behalf of the Client, whether or not they are employed by the Client, and registered in the Software Package database.

Anomaly: means any reproducible malfunction of all or part of an element of the Software Package which prevents or reduces its use, or causes an incorrect action or result, while the Software Package is being used in accordance with its purpose.

Applications: means the Software Package and its optional modules made available to the Client by the Service Provider or its subcontractors.

Contract: means the set of documents which are the present general conditions, the special conditions and the annexes.

Specific Developments: means any software program developed by the Service Provider, whether or not it is an interface, for the Client's needs and not included in the Software Package.

Data: means the information, publications and, in general, the data in the Customer's database, including personal data within the meaning of Regulation n° 2016/679 on data protection and Law no. 78-17 of 6 January 1978 and which are sent, stored or processed through the SaaS Service.

Helpdesk: means the Customer's internal support service.

User ID: means the specific term by which each User will identify him/herself to connect to the Services. The identifier will always be accompanied by a password specific to the User.

Update: means any corrective patch of the Software Package.

Customisation: means any modification of the Software Package, in particular such as parameterisation, by the Client or by the Service Provider, which does not involve any modification of the Software Package's source code.

Software package: means the program developed and published by the Service Provider under the name indicated in the special conditions, made available to the Client in SaaS mode, and common to all the Service Provider's clients.

Commercial Proposal: means the document from the Service Provider offering any additional information to the elements of the Contract. The Commercial Proposal may consist of a simple quotation and/or an order form to be signed by the Client.

Services: means all services and software solutions that the Service Provider undertakes to provide to the Client in performance of the Contract, including SaaS services.

SaaS Services: refers to the Software Package provisioning Services as well as the associated operating Services.

Support: means the assistance actions for the use of the Applications implemented by the Client or the Service Provider.

Systems: means a set of hardware and software equipment used by the Service Provider to provide the SaaS Services.

User: means any person under the responsibility of the Client (employee, employee, representative, etc.) who has the right to access and use the Software Package.

Version: means a functional or technological evolution of the Software Package made available as part of the Maintenance Services.

ARTICLE 2 - PURPOSE OF THIS AGREEMENT

By this Agreement, the Service Provider undertakes to provide the Client, who accepts, with a right of remote access to the Applications mentioned in Article 2 of the special conditions.

The Contract describes the Services provided by the Provider.

This Agreement is intended solely for the provision of such access to the Applications and the granting of rights to use the Applications. It does not imply any sale of the Applications to the Customer, nor any transfer of any right in the Applications. The Applications and the rights to use the Applications remain the property of the Service Provider.

ARTICLE 3 - DESCRIPTION OF SERVICES

The Service Provider provides the Client with all the Services, including the Applications listed in the special conditions, for the period set out in Article 4 of this Agreement.

The Services under the responsibility of the Provider include:

- SaaS Services

- Application support,
- Maintenance,
- Hosting of the Services,
- Reversibility,
- Backup and security of Data,

Specific developments may also be carried out by the Service Provider for the Client. They will be the subject of a separate contract.

In order to coordinate communication between the Service Provider and the Client, each Party shall designate a contact person for the implementation of these Services. Under the responsibility of these contacts and in agreement with them, direct exchanges may however be established between experts for greater efficiency.

The Service Provider is free to subcontract all or part of these Services and/or the provision of Systems as part of the provision of SaaS Services subject to prior authorisation by the Client.

3.1 - SAAS SERVICES

The Service Provider grants the Client a right of access to the SaaS Services.

The Service Provider makes the Software Package available to the Customer via the Internet on its Systems according to the following principles:

- The Customer will have personal access to the Applications listed in the special conditions, for the number of Users he has defined.
- The Customer can access the Software Package by means of a User ID provided by the Service Provider. The Client may then generate access codes for each User under its sole responsibility.
- The Provider will have its own administrator login.
- The Service Provider will provide the Client with two (2) environments: one (1) production environment and one (1) test environment.

The Customer acknowledges that the Service Provider has informed the Customer of all the technical requirements necessary for the optimal operation of the SaaS Services. The Customer is also informed that these requirements may change, in particular for technical reasons. If a change occurs during the contract, the Customer will be informed in advance.

3.2 - APPLICATION SUPPORT

The first level of User Support will be provided by the Customer's internal Helpdesk. The Helpdesk will contact the Service Provider for requests that it is not able to answer directly.

The Service Provider undertakes to make its support service available to the Customer during the following working hours: from 9:00 a.m. to 12:30 p.m. and from 1:30 p.m. to 6:00 p.m., from Monday to Friday, excluding public holidays in France.

Requests for support can be notified:

- Or to telephone support, [specify telephone number],
- Or by email, [specify email address],
- Or via the Service Provider's Internet platform, accessible using the login and password provided to the Customer.

With regard to access to the Internet platform, the Customer will be able to benefit in particular from a follow-up of the notifications of Anomalies.

Any request relating to a Defect or any Defect detected by the Client must be notified to the Service Provider with a detailed description of the request or Defect and the conditions under which it occurred.

Upon receipt of the notification, the Service Provider shall determine the severity of the Anomaly and shall use its best efforts to remedy the Anomaly within four (4) working hours from the notification.

The Service Provider undertakes to use its best technical and human efforts to restore the continuity of the Services as soon as possible and to provide a relevant solution to the problem as quickly as possible.

However, the Client is fully aware that the Service Provider cannot foresee the complexity of the problems reported to it and remains dependent on its suppliers for the resolution of some of them, which may extend the time required to provide a solution.

Consequently, the Customer acknowledges and accepts that the Service Provider cannot guarantee the time required to provide a definitive solution, but must, if necessary, propose the implementation of a workaround procedure for the problem.

In any case, in the event of a blocking anomaly, i.e. any anomaly that renders the SaaS Services inoperative, the Service Provider undertakes to resolve the anomaly or to propose a technical or organisational workaround within a maximum period of twenty-four (24) working hours from the notification.

The Client acknowledges that the Service Provider:

- Will not be able to continue its support services for more than twelve (12) months after the release of a new Version that has been ignored by the Customer during this period.
- May recommend the installation of an existing Update or new Version to resolve a notified Anomaly.

Beyond the guarantee period as specified in the special conditions, the Support and the correction of Anomalies of a Specific Development may be the subject of a separate estimate. In any case, it must be notified in the quote for the project.

Support services do not include:

- Any training action,
- Interventions due to a lack of training of the Users or to a use of the Applications that does not comply with the provisions of this Contract,
- Interventions on Applications not mentioned in the special conditions,
- The correction of incidents related to interventions for correction purposes made by third parties or the Client itself,
- Developments, additions, adjustments or modifications to the Applications requested by the Client,
- Incidents occurring on systems or peripherals installed at the Customer's premises,

These services may however be carried out by the Service Provider in the event of subscription to assistance services invoiced on the basis of the rates in force on the day of the intervention, after validation of an estimate by the Client.

3.3 - MAINTENANCE

The Service Provider will also provide the Client with a corrective and evolutionary maintenance service, which includes functional and regulatory changes and in particular

- ✓ Correction of Anomalies and/or provision of workarounds,
- ✓ The provision of Updates,
- ✓ The provision of new Versions.

To this end and following any notification by the Provider of the existence of a new Version, and at the latest, within ten (10) months of its availability, the Parties shall consult each other in order to set a schedule for the Version upgrade to ensure the continuity of the SaaS Services.

In order to ensure the continued performance of its Services, the Service Provider carries out planned maintenance operations. The Client shall be notified of such maintenance operations with

a minimum of five (5) calendar days' notice. The Service Provider shall ensure that such operations are carried out at times and on days that are the least harmful to the Client.

The Service Provider undertakes to regularly update its Applications and to carry out migrations outside working hours after having previously informed and obtained the Client's agreement.

The Provider guarantees that upgrades and new Versions will not result in any regression of the SaaS Service in terms of performance and functionality.

The Client may request an initial provision on the test environment for the purpose of prior acceptance.

The updating of specific Developments linked to a change of Version will be the subject of a separate estimate.

The Customer acknowledges that an Update may have to be installed by the Service Provider without delay if it is to remedy a security breach.

3.4 - HOSTING SERVICES

The Provider may subcontract the hosting of the Services. In any case, the Provider shall inform the Client.

The Service Provider is responsible for updating the servers hosting its Applications.

In order to ensure the continued performance of its Services, the Service Provider may carry out planned maintenance operations. The Client shall be notified of such maintenance operations with a minimum of five (5) calendar days' notice. The Service Provider shall ensure that such operations are carried out at times and on days that are the least detrimental to all its Clients.

The Service Provider may change the characteristics of its System or the location of the Software Package and Data at any time, subject to:

- to obtain the prior agreement of the Client,
- to maintain identical conditions in terms of Service Levels,
- that its Systems remain within the European Union.

The Service Provider undertakes to ensure an availability of the SaaS Service of 99.9% per year, excluding the time required for updates to the Applications.

In the event of repeated incidents that regularly affect its activity, the Customer may demand a change of host at the Provider's expense.

The Client is fully aware that access to the Applications does not depend solely on the Service Provider, who remains dependent on its suppliers, including but not limited to external Internet network managers, publishers of third-party software integrated into the Applications or associated with them, or manufacturers of servers on which the Applications are installed.

In case of total or partial inaccessibility of the Applications, the Service Provider undertakes to use its best technical and human efforts to restore the service as soon as possible, if necessary by offering the Client an alternative and temporary solution if the inaccessibility cannot be restored in its initial form within four (4) working hours after its declaration.

3.5 - DATA BACKUPS

The Service Provider undertakes to make and keep backups of the Data as follows:

Backup	Retention period
Annual	5 years
Monthly	1 year
Weekly	2 months
Daily	15 days

If legal aspects change the retention periods, the legal periods will prevail.

The Service Provider shall test the restoration of the Data every 6 months, and shall send the test results to the Client.

The Service Provider also offers an additional service of deduplication of backups in another Datacenter.

The Service Provider undertakes to protect the Data in accordance with Articles 7 and 8 of this Agreement.

ARTICLE 4 - DURATION

The Contract shall come into force on the date referred to at the end of this Agreement.

The rights granted under the SaaS Services are granted for an initial period of one (1) year from the date the Services are made available to the Customer.

The rights of access to the Services and use of the Applications shall be renewed by tacit agreement for an annual period at the end of the initial period or of any renewal period unless notice of termination is given by registered letter with acknowledgement of receipt three (3) months before the current period.

ARTICLE 5 - FINANCIAL CONDITIONS

5.1 - AMOUNT

In return for the provision of the Services, the Client agrees to pay a fee to the Service Provider.

The fee is calculated and revised on a pro rata basis every first of the month on the basis of the number of Assets registered in the Software Package database installed in the production environment, and according to the monthly financial value of an Asset as defined in the special conditions.

The fee is calculated on a pro rata basis for the quarter in which the service is provided.

The amount of the fee is revised each year in January by applying the following formula

$P = P_o(S/S_o)$ where:

P_o being the base price

P being the price of the revision

S_o being the Syntec index known at the date of signature, then at the date of the first revision

S being the most recent Syntec index published at the revision date.

5.2 - INVOICING

The Services are invoiced quarterly at the beginning of each quarter, in arrears.

Invoicing of the Services is only possible after the availability of an environment allowing to benefit from the SaaS Services, according to the schedule fixed by the Parties in the special conditions.

5.3 - PAYMENT

Invoices issued by the Service Provider are payable within thirty (30) days of the end of the month, without discount.

Any delay in payment of the sums due to the Service Provider will result, without the need for a formal notice, in the application of late payment interest equal to 3 times the legal interest rate from the date on which the invoice is due for payment, as well as the payment of a fixed sum of forty (40) euros due for collection costs in accordance with the regulations in force.

In the event of non-payment of the fee following the agreed due date, the Service Provider reserves the right, following a formal notice sent by registered letter with acknowledgement of receipt which has remained unsuccessful for fifteen (15) days, to suspend all Services until the situation has been regularised and/or to terminate the Contract by operation of law, without prior notice or judicial formality.

ARTICLE 6 - OBLIGATIONS OF THE PARTIES

6.1 - SOCIAL OBLIGATIONS OF THE PROVIDER

The Service Provider's personnel assigned to perform a Service at the Client's premises shall at all times work under the hierarchical and disciplinary responsibility of the Service Provider, who shall control the proper performance of the services and regularly monitor the progress of the activities. The Service Provider shall be responsible for the administrative, accounting and social management of its staff, as well as for their affiliation to all social organisations and their full responsibility with regard to labour legislation.

6.2 - OBLIGATIONS OF THE SERVICE PROVIDER IN RELATION TO THE SERVICES

Within the framework of the execution of its services and according to the Services in question, the Service Provider undertakes to perform the following tasks

- to perform its task in accordance with the existing standards, laws and regulations in force at the time the Contract is concluded,
- request any information useful for the performance of its Services that is not in its possession,
- coordinating the activities of its various subcontractors, if any,
- to monitor the performance of the Services and to warn the Client in good time of any difficulties in the performance of the Services of which it is aware,
- Respond to auditors' requests in the event of an audit carried out directly or indirectly by the Client. The services provided by the Service Provider in the context of these audits are subject to specific invoicing.

6.3 - OBLIGATIONS OF THE CLIENT

The Client undertakes to provide the Service Provider with the information necessary for the performance of the Services and, more generally, to provide the Service Provider with all assistance in the performance of the Services.

In this respect, the Customer has the following general obligations:

- collaborate in the performance of the Contract by being bound during the performance of the Contract to an obligation to provide information concerning any element relating to the implementation of the Services or one of its components of which it may be aware,
- to provide, on its own initiative or at the reasoned request of the Service Provider, the qualified personnel necessary to ensure the performance of the obligations incumbent upon it for the proper performance of the Contract,
- provide, if necessary, sufficiently qualified and documented information to be used by the Service Provider in the context of its Services,
- In any event, the Client is responsible for any failure of Users accessing the Services.

ARTICLE 7 - SAFETY

7.1 - SAFETY MANAGEMENT

As soon as it is aware of it, each Party shall inform the other Party as soon as possible of any fact that may constitute a breach of the security of the SaaS Service.

7.2 - SAFETY OF THE SERVICE

The Service Provider shall take all necessary measures to ensure that the Service is only accessible to persons authorised by the Service Provider and persons authorised by the Client.

7.3 - CONNECTION SECURITY

In order to guarantee the confidentiality of Data in transit between the User's workstation and the access point to the Service, all connections are secure.

Data flows over unsecured telecommunications networks use recognised security protocols such as HTTPS.

7.4 - DATA SECURITY

In general, the Service Provider undertakes to take all useful precautions in accordance with the state of the art to preserve the security of the Data so that they are not, by its own doing, distorted, damaged or communicated to unauthorised third parties.

The Service Provider undertakes to provide:

- Secure access to the Data, in particular using https and ptp standards to prevent malicious access to the Data stored by the Provider.
- All the services required to protect the servers hosting its Applications, including in particular the updating of OS, RDBMS, and anti-virus.

The Service Provider also undertakes to comply with the following obligations and to ensure that its staff comply with them:

- not to make copies of the documents and media of the Customer Data entrusted to it, except those strictly necessary for the execution of the Service;
- not to use the Customer Data for any purpose other than that of this Agreement;
- not to disclose Customer Data to other persons, whether private or public, natural or legal, unless such disclosure is required by law or by a competent judicial or administrative authority or is necessary in connection with legal proceedings.

7.5 - HOSTING AND DATA BACKUP

The Data is hosted on servers based in France.

They are subject to the backup provided for in Article 3.5 of this Contract.

ARTICLE 8 - 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 "Data Processor" within the meaning of the applicable Legislation and that the service provider acts as "Subcontractor" within the meaning of the applicable Legislation.

This article defines the conditions under which the Subcontractor undertakes to carry out Personal Data Processing operations on behalf of the Client in the context of the performance of this Contract.

8.1 - DESCRIPTION OF THE PROCESSING OPERATION BEING OUTSOURCED

The Subcontractor is authorised to process on behalf of the Controller the Personal Data necessary for the performance of the Contract.

The Special Conditions of this Contract contain a detailed description of the following items:

- The type of Personal Data processed and the categories of persons concerned by the Processing
- The nature of the operations carried out on this Personal Data and the purpose of their Processing

8.2 DURATION OF TREATMENT

The processing defined in this article shall be carried out for a period equivalent to the duration of this Contract.

8.3 OBLIGATIONS OF THE CONTROLLER TOWARDS THE SUBCONTRACTOR

The Client, as the Data Controller, expressly undertakes to:

- provide the Subcontractor with the Personal Data referred to in Appendix 1,
- document in writing any instructions regarding the Processing of Personal Data by the Processor to the Processor,
- ensure, beforehand and throughout the Processing, that the obligations provided for by the applicable Legislation are respected,
- supervise the Treatment.

8.4 OBLIGATIONS OF THE PROCESSOR TOWARDS THE CONTROLLER

The Service Provider, as a Subcontractor, expressly undertakes to:

- Process Personal Data only for the purpose(s) and operation(s) indicated in Annex 1.

- To process Personal Data only on behalf of the Controller and in accordance with the Controller's documented written instructions. In particular, it is specified that any request from the Client and/or the Subcontractor to copy any database or computer environment containing Personal Data for the purposes of carrying out maintenance services outside the Client's information systems shall be subject to an additional written agreement between the Parties;
- To present sufficient guarantees as to the implementation of appropriate technical and organisational measures so that the Processing preserves the protection of the rights of the person concerned by the Processing of his/her Personal Data.
The Subcontractor undertakes to implement the measures referred to in the Technical Architecture Description Annex, allowing to guarantee a level of security adapted to the risks presented by the Processing and the nature of the Personal Data processed;
- Inform the Controller as soon as possible if he considers that any of his instructions constitute a breach of the General Data Protection Regulation;
- Notify the Data Controller by e-mail of any Personal Data breach as soon as possible after becoming aware of it;
- Guarantee the confidentiality of the Personal Data processed under the Contract and ensure that the persons authorised to process Personal Data under the Contract are sufficiently trained in the protection of Personal Data and undertake to respect their confidentiality;
- To take into account, with regard to its tools, products, applications or services, the principles of protection of Personal Data by design and protection of Personal Data by default;
- Inform the controller of the name and contact details of its data protection officer, if it has appointed one;
- Keep a written record of all categories of processing activities carried out on behalf of the controller;
- To inform the Controller immediately in the event that the performance of the Processing by him or his subsequent subcontractors leads to a transfer of Personal Data outside the European Union, so that the Parties can together, if necessary, draft contractual clauses. In general, the Subcontractor undertakes to transfer Personal Data outside the territory of the European Union only with the prior authorisation of the Client and in a secure framework in accordance with the requirements of the applicable Legislation, i.e. either to countries offering a level of protection known as "adequate" within the meaning of the European authorities for the protection of Personal Data, or to entities that have signed standard contractual clauses as issued by the European authorities.

- Notify the Customer without delay by e-mail of any incident that may have potentially affected the Personal Data processed under the Contract, as well as any breach of Personal Data. This notification shall be accompanied by any useful documentation to enable the Customer, if necessary, to notify the competent supervisory authority of the breach. In this context, the Service Provider shall communicate without delay to the Client all the elements available to it concerning the conditions surrounding the security incident and in particular the nature and extent of the data affected, the number of persons concerned, the probable consequences and the technical conditions in which the incident took place.
- Assist the Data Controller, through appropriate technical and organisational measures and to the extent possible, to :
 - o fulfil its obligation to respond to requests from data subjects to exercise their rights,
 - o ensure compliance with security obligations or any privacy impact assessment;
- Delete and/or destroy all Personal Data subject to Processing at the end of the Contract.

8.5 SUBSEQUENT SUBCONTRACTING

Without prejudice to any stipulation setting out the conditions under which the Contractor may entrust part of the services to a subcontractor (hereinafter "Subsequent Subcontractor"), it is agreed as follows

If the Data Processor intends to entrust a part of the Processing to a sub-processor, it must make a request to this effect to the Data Controller in advance and in writing. The request shall clearly indicate the processing activities to be subcontracted, the identity and contact details of the subcontractor and the dates of the subcontract.

Upon receipt of the said request, the Controller shall have a period of ten (10) days in which to raise objections to such subcontracting, if any. After this period, the subcontracting shall be deemed to have been accepted.

In the event that the Controller objects within the said period to such a change, the Parties undertake to discuss the said objections and the reasons for them as soon as possible in order to reach an agreement.

The sub-processor is obliged to fulfil the obligations of the Contract on behalf of and according to the instructions of the Controller. It shall be bound by the obligations of the Processor as listed in Article 1.4. The Processor shall be responsible for the compliance of the sub-processor with the said obligations and with the applicable Legislation.

8.6 DOCUMENTATION - AUDIT

The Processor shall make available to the Controller, upon the latter's written request, all the information necessary to demonstrate compliance with all its obligations and to allow audits to be carried out by the Controller or another auditor appointed by it, and to contribute to such audits.

In the event that the elements communicated for audit purposes prove to be insufficient to enable the Controller to demonstrate that it meets the obligations laid down by the regulations, the Parties shall then meet to agree on the operational, security and financial conditions for a technical inspection and/or visits to the Subcontractor's premises.

In the event that the audit reveals breaches of the Subcontractor's obligations, the Subcontractor expressly undertakes to implement all necessary corrective measures within thirty (30) days of notification of the breaches to the Data Controller and to justify them in writing to the latter.

8.7 RIGHTS OF DATA SUBJECTS

The persons concerned by the Personal Data have rights of access, rectification, erasure and objection, right to limitation of processing, right to data portability, right not to be subject to an automated individual decision (including profiling).

To the extent possible, the Processor undertakes to assist the Controller in fulfilling its obligation to respond to requests to exercise the rights of data subjects.

ARTICLE 9 - LIABILITY

Under no circumstances shall the Parties be liable for any indirect or unforeseeable loss or damage of the other Party or third parties, including but not limited to any loss of profit or gain, loss of opportunity, commercial damage, loss of goodwill, cost of obtaining a substitute product, service or technology, in connection with or arising out of the non-performance or wrongful performance of the services.

Given the nature of the services covered by this agreement, the Parties waive the right to invoke the provisions of Article 1222 of the Civil Code without prejudice to HANDICAP INTERANTIONAL's right to hold the Service Provider liable.

ARTICLE 10 - TERMINATION

10.1 - TERMINATION FOR FAULT

Without prejudice to the exercise of any other rights and actions that each of the Parties may have, the Contract may be terminated as of right, by simple written notification and without the fulfilment of any other formality, by either of the Parties, in all cases of non-performance by one of the Parties of any of its obligations under the Contract, after formal notice by registered letter with acknowledgement of receipt to remedy this non-performance and/or breach has remained unsuccessful in whole or in part for thirty (30) days .

10.2 - EARLY TERMINATION

The Customer may terminate the Agreement early, by registered letter with acknowledgement of receipt and without compensation on either side, if the modification(s) to the SaaS Service made by the Service Provider are intended to reduce the Service Provider's commitments concerning the main features of the SaaS Service, the availability rate of the SaaS Service and/or the conditions of access to the SaaS Service.

The termination will take effect three (3) months after the receipt of the termination letter by the Service Provider, although the Parties may agree on a longer period in order to give the Client time to implement an alternative solution.

10.3 - TERMINATION IN THE EVENT OF COLLECTIVE PROCEEDINGS

In the event that one of the Parties is subject to judicial recovery or liquidation proceedings, the Contract may be terminated subject to compliance with the applicable legal time limits.

10.4 - TERMINATION IN CASE OF FORCE MAJEURE

In the event that a situation of force majeure, as defined in Article 12, persists for more than one (1) month, each of the Parties shall be entitled to terminate the Contract without any claim for damages.

10.5 - CONSEQUENCES OF TERMINATION

In the event of termination of this Agreement, the Parties agree that they will fulfil all their obligations arising prior to or on the date of termination.

In the event of a termination of the Agreement for reasons not attributable to the Service Provider, the Customer shall remain liable for all fees set out in the special conditions remaining due until the end of the subscription period for the Services, taking into account the costs incurred by the Service Provider for the provision of the SaaS Services.

The Customer undertakes to cease all use of the Software Package as soon as the Agreement is terminated.

Reversibility services shall be implemented in accordance with Article 11.

ARTICLE 11 - REVERSIBILITY

At the end of the Contract, for whatever reason, the Service Provider undertakes to allow the Data to be reversed in good conditions so that the Client can take over or have taken over by a third party designated by the Client, without difficulty, the provision of the services covered by this Contract.

The Service Provider shall return to the Client free of charge :

- the entire Employee Data history in CSV format,
- updated analysis books,
- the Data retained by it.

At the Customer's request, the Service Provider undertakes to provide additional technical assistance to the Customer and/or the third party designated by the Customer, in the context of reversibility. The Service Provider may reload the Customer's Data on the System selected by the Customer, and the Customer is responsible for ensuring that the system is fully compatible.

In addition, the Customer may request:

- The implementation of a more complete process according to the Client's expressed needs, in which case the Service Provider will establish a reversibility plan and the technical and financial conditions associated with the implementation of the reversibility operations. The Client acknowledges that the implementation of this plan is a service for which an invoice is issued;
- To maintain access to the Data initially used in the framework of the SaaS Services for consultation purposes only, in accordance with financial conditions to be established between the Parties.

Reversibility does not entail any transfer of competence or knowledge, in particular concerning the Services, nor any transfer of ownership, of any nature and/or importance whatsoever, of the know-

how, elements, methods, development tools, documents or software packages, software or general computer programs, databases on which the Service Provider holds rights of use and/or exploitation and which would be used for the execution of the Services.

The provisions of the Contract shall survive the termination or expiry of the Contract for the purpose of implementing and completing reversibility operations, if any.

Unless terminated in advance, the Client shall inform the Service Provider by registered letter with acknowledgement of receipt of its wish to implement the reversibility of the Data and the chosen option at the latest within three (3) months prior to the end of the Contract.

ARTICLE 12 - CONFIDENTIALITY

Each of the Parties undertakes to keep strictly confidential, during the performance of the present contract and after its expiry, the information it receives from the other Party.

Each Party undertakes not to disclose the other Party's confidential information to any third party, other than employees or agents with a need to know. The Parties undertake to take all measures with their respective staff and subcontractors to ensure that this confidentiality cannot be breached.

Each Party undertakes to use the other Party's confidential information only for the purpose of exercising its rights and fulfilling its obligations under the Contract.

Notwithstanding the foregoing, neither Party shall have any obligation with respect to information which :

- would have fallen or would fall into the public domain independently of any fault on the part of the receiving Party,
- would be known to the receiving Party before the other Party discloses them to it,
- should be disclosed by law or by order of a court (in which case it should only be disclosed to the extent required and after written notice to the Party providing it).

ARTICLE 13 - NON-SOLICITATION OF PERSONNEL

Each of the Parties refrains from hiring or employing, directly or through an intermediary, any employee of the other Party, without the latter's express prior agreement.

This waiver is valid for the entire duration of the Contract and for 12 (twelve) months following its termination.

In the event that one of the Parties does not comply with this obligation, it undertakes to compensate the other Party by paying it immediately and upon request a lump sum equal to 12 (twelve) times the employee's gross monthly remuneration at the time of his departure.

ARTICLE 14 - FORCE MAJEURE

None of the Parties to the present contract may be held responsible for the non-performance, failures or delays in the performance of any of its obligations which may be due to the occurrence of an event of force majeure, as understood in the sense of Article 1218 of the Civil Code.

Cases of force majeure may result, for example, from a government decision, sectoral or national industrial action, transport blockades, computer hacking, power and telephone failures, electronic communication network failures, reorganisation, judicial liquidation or amicable settlement of subcontractors.

Force majeure suspends the obligations arising from the Contract for the entire duration of its existence. The suspension of obligations shall in no case be a cause of liability for non-performance of the obligation in question, nor shall it lead to the payment of damages or penalties for delay.

The Party noting the event shall without delay inform the other Party of its inability to perform.

ARTICLE 15 - 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, subject to informing the other Party.

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

In the event that the Service Provider sells its business after the Agreement has been signed, the Client reserves the right to terminate the Agreement within six (6) months of the sale.

ARTICLE 16 - INSURANCE

Each of the Parties is the holder of an insurance policy guaranteeing the pecuniary consequences of its civil liability in the event that it is engaged.

ARTICLE 17 - FINAL PROVISIONS

PARTIAL NULLITY

If one or more of the provisions of this 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, the other provisions shall retain all their force and scope, it being specified that the Parties may, by mutual agreement, agree to replace the invalidated provision or provisions.

TOLERANCE

The fact that one of the Parties does not avail itself of a breach by the other Party of any of the obligations of this Contract shall not be interpreted for the future as a waiver of the obligation in question.

ENTIRE CONTRACT

The Contract contains the full obligations of the Parties.

The provisions of the Contract are exclusive of all others. They supersede all proposals, agreements or protocols and prevail over all other communications between the Parties relating to the subject matter of the Contract, whether or not made during its performance.

No indication or document may give rise to obligations not included in the Contract unless it has been the subject of an amendment signed by the Parties.

Any subsequent appendices and amendments form an integral part of the Contract and are subject to all the provisions governing it.

OBLIGATIONS AT THE END OF THE CONTRACT

On the 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 performed.

This is particularly true of the articles "Reversibility", "Confidentiality", "Responsibilities" and "Non-solicitation of personnel".

ARTICLE 18 - 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 supplier 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 Supplier 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 supplier 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 suppliers and contractors.

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

ARTICLE 19 - APPLICABLE LAW, TERRITORIALITY CLAUSE AND JURISDICTION

19.1. The Contract is governed by French law.

19.2. In the event of any difficulties relating to the application or interpretation of the contractual documents binding the Parties, the latter shall first seek an amicable solution, if necessary by way of conciliation or mediation.

In this respect, ~~before any referral to the competent jurisdiction~~, 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.

19.3. If the amicable procedure does not result in an agreement between the parties within 1 (one) 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 19.2 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 19.1.
~~the dispute will fall under the exclusive jurisdiction of the Commercial Court of Lyon.~~

Done in Lyon, on

In two original copies.

For THE PROVIDER
(signature + stamp)

For HANDICAP INTERANTIONAL
(signature + stamp)

Name and function of signatory :

Name and function of signatory :

Done in duplicate.

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