

TERMS OF SERVICES

1. Business Process (or business functionalities)

The Subscription Contracts summarize the Services selected by the Customer. The Provider undertakes to provide the agreed Services to the Customer at the prices indicated in the Subscription Contracts.

The full catalog of the Provider services is available on request to the Provider. The prices of the Services presented are indicative and may change at the discretion of the Provider. The Provider may add, modify or remove items from its catalog at any time. The Provider promotional campaigns inform the customer when new items are added to the catalog.

Any modification to the Services provided (and in particular any addition of Business Process) must be the subject of an amendment between the Parties specifying the associated pricing conditions in order to be effective.

2. Conditions of activation of the Support

The Support service is operational as soon as the Business Processes are made available to the Customer as specified in the Subscription Contract. During the project implementation period, it is activated solely through Provider's consultants. The end of the project phase is formalized under the conditions described in the separate project contract concerned.

At the end of the implementation project phase, the Customer may benefit from the Support service in accordance with the conditions described in this Contract and in particular Appendix "Support and Service Levels," subject to the Customer's receipt of written confirmation from the Provider of the start of the production phase.

3. Subscription

In accordance with the Subscription Contracts, the Customer's Subscription is calculated from the sum of

- MOC fixed-cost subscription (if applicable),
- Subscription to server and back office (if applicable)
- Subscription to Business Process (if applicable),
- Subscription to the number of Users (if applicable),
- Subscription to the number of terminals (if applicable),
- Subscription to the number of stores (if applicable),
- From subscription to Volume,
- And subscription to Associated Services and options.

a) Subscription to Maintenance in Operational Condition (MOC) refers to a fixed monthly rent to which the Customer commits for the duration of the Subscription Contract. Each of the Customer's User Entities is payable for the MOC.

b) Subscription to server and back office refers to a fixed monthly rent to which the Customer commits for the duration of the Subscription Contract. Each of the User Customer's brands is payable for the subscription.

c) Subscription to Business Process, to which Associated Services and options may be added. This Subscription refers to a fixed monthly fee to which the Customer commits for the duration of the Subscription Contract. Each of the customer's user entities subscribes to the Business Process it wishes to use.

d) The Volume Subscription refers to a monthly consumption charge, based on the relevant type of Work Unit. The activity Volume Subscription is calculated independently of the number of user Entities. It pools all activity volumes across the entire scope of Services.

Volume Subscription Tariff: under the terms of a Subscription Contract, the Customer commits to a Volume of activity; the amount corresponding to this minimum Volume of activity is invoiced for each period defined in the Subscription Contract.

When the observed Volume of activity for the period exceeds the Volume of activity of the commitment, an additional subscription fee is invoiced corresponding to the excess Volume of activity. The value of the additional Unit of Work consumed is then billed fifteen percent (15%) more than the value of the reference Unit of Work of the activity Volume with commitment specified in the Subscription Contract.

e) Subscription to the number of Users refers to a fixed monthly rental to which the Customer commits for the duration of the Subscription Contract. The amount is calculated on the basis of the Customer's number of Users and the business process package selected by the Customer.

- f) Subscription to the number of terminals** refers to a fixed monthly rental to which the Customer commits for the duration of the Subscription Contract. The amount is calculated on the basis of the Customer's number of terminals selected by the Customer.
- g) Subscription to the number of stores** refers to a fixed monthly rental to which the Customer commits for the duration of the Subscription Contract. The amount is calculated on the basis of the Customer's number of store selected by the Customer.
- h) Subscription to the Services Level** the Subscription to the Service Level chosen by the Customer, defined in the Subscription Contract, applies uniformly to all Services provided by the Provider under the Subscription Contract.
- The cost of this Subscription is calculated by applying a percentage to the sum of the subscriptions taken out by the Customer. The Subscription to the Service Level is due by the Customer as a Services delivered by the Provider.

The cost of the Service Level Subscription is dynamically updated on each invoice to take account of any changes made to the Subscriptions by the Customer.

4. Modification of minimum billing commitment

The Customer's total consumption over the billing period in Units of Work and/or the number of registered Customer Users is/are shown on the invoices sent to the Customer.

4.1 Changing the Services Level:

The Customer can change his Subscription of the Services Level:

- For a change to a package offering more guarantees or additional Services options: at each billing period. In this case, the amount applies from the invoice following the Customer's request, for the entire remaining period of the Contract, or until the next change request.
- For a change to a package offering fewer guarantees and/or Services options: at most once every twelve (12) months, and only from the second contract year onwards. In this case, the amount applies from the invoice following the Customer's request for the entire remaining period of the Contract, or until the next Change request.

4.2 Change the Volume:

Customer can modify the Volume commitment:

- For a change to a higher volume commitment, each billing period. In this case, the amount applies from the invoice following the customer's request for the entire residual period of the Contract, or until the next Change request.
- For a change to a lower volume commitment, at most once every twelve (12) months, two lower subscription levels and only from the second contract year onwards. In this case, the amount applies from the invoice following the Customer's request for the entire residual period of the Contract, or until the next Change request.

4.3 Changing the number of Users, terminals or stores:

The Customer can modify his commitment to the number of Users, terminals or stores:

- For a change to a higher number, each billing period. In this case, the amount applies from the invoice following the customer's request for the entire residual period of the Contract, or until the next Change request.
- For a change to a lower number, at most once every twelve (12) months, only from the second contract year onwards. In this case, the amount applies from the invoice following the Customer's request for the entire residual period of the Contract, or until the next Change request.

4.4 Modifying Business Process and Associated Services:

- For the addition of a Business Process:
 - At each billing period. The amount applies from the invoice following the Customer's Request for the entire remaining period of the Contract or until the next Change Request.

- If the addition requires additional configuration services, a service order must be placed independently of the service amendment.
- For the removal of a Business Process:
 - Only a Business Process activated as an option may be deleted, at most once every twelve (12) months and only from the second contract year onwards. The amount applies from the invoice following the Customer's Request for the entire remaining period of the Contract or until the next Change Request.
 - If the deletion requires additional configuration services, a service order must be placed independently of the service amendment.
- For the addition of an Associated Services:
 - The subscription may take place after a period of three (3) months. The amount applies from the invoice following the Customer's request for the entire remaining period of the Contract or until the next change request.
 - If this Associated Services requires additional configuration services, a service order must be placed independently of the service amendment.
- To cancel an Associated Services:
 - At most once every twelve (12) months and only from the second contract year onwards. The amount applies from the invoice following the Customer's request for the entire remaining period of the Contract or until the next change request.
- If the deletion requires additional configuration services, a service order must be placed independently of the service amendment.

Any modification must be the subject of an amendment. The Customer is responsible for initiating the change.

The change will take effect on the invoice following the Customer's request, provided it is made at least one month before the invoice date.

To be taken into account, the change request must be sent by e-mail to the Provider or by registered mail with acknowledgement of receipt to the following address:

GENERIX GROUP

For the attention of the Administrative and Financial Department
Av. Dr. Francisco Sá Carneiro, nº5, 5ºA-B-C
2780-241 Oeiras - Portugal

5. Billing and payment terms

a. Starting point for billing

Unless otherwise specified in the Subscription Contracts, the Services are invoiced by The Provider to the Customer as follows:

- Maintenance in Operational Condition (MOC) Subscription and for the Business Process: Started date of the project.
- Subscription to the server and back office: Project Started date of the project
- Subscription to Volume of activity or number of Users and to Associated Services: Started date of the go live.
- Subscription to the number of terminals or stores and Associated Service: Date of activation of the terminal or store in the back office.