

GENERAL CONDITIONS OF MAINTENANCE

The company GENERIX GROUP PORTUGAL

A company with a capital of EUR 170 000,00

Whose registered office is located at: Av. Dr. Francisco Sá Carneiro, n.º 5 - 5 A-B-C, 2780-241 Oeiras, registered with the Trade and Companies Register of Cascais under number 503 875 120.

DEFINITIONS

Anomaly	Means any inconsistency between the operating results of the Software and the reference documentation, such inconsistency being attributable either to the programs or to the documentation.
Blocking Anomaly	Means any Anomaly making it impossible to use normally an essential function of the Software Package where no workaround has been found.
Major Anomaly	Means any blocking Anomaly for which a workaround has been found.
Minor Anomaly	Means any Anomaly which is neither a blocking Anomaly nor a major Anomaly.
Request	Means a request from the Client to the Support department, which is not an Incident, and which will be classified by the GENERIX Support department as a Client Request or an Additional Request
Client Request	Means a request from the Client classified as such by the GENERIX support department because the request falls within the scope of the subscription Contract.
Additional Request	Means a request from the Client classified as such by the GENERIX support department because the request does not fall within the scope of the subscription Contract. The Additional Request shall be subject to additional invoicing.
Personal Data or PD	Means any information relating to an identified natural person or a natural person who can be identified, directly or indirectly, in particular by reference to an identification number, location data, online identifiers (for example, username and password) or to one or more factors specific to his or her identity. The provisions relating to Personal Data are set out in the annex "Personal data protection".
Incident	Means a request from the Client to the Support department following an Anomaly, and which will be classified by the GENERIX Support department as a Client Incident or a GENERIX Incident
Client Incident	Means an Incident having given rise to a Client Ticket with the GENERIX Support department, the causes of which, following an analysis by the Support department, are not attributable to the GENERIX solution but are (i) attributable to the Client (including in particular its employees, partners, subcontractors), (ii) attributable to any third-party entity having any connection whatsoever with the Client, (iii) attributable to a provider of a partner of the Client.
GENERIX Incident	Means an incident having given rise to a Client Ticket with the GENERIX Support department, the causes of which, following an analysis by the Support department, prove to be inherent in the GENERIX Services.

Software	Means the whole comprising the Software Package and the Specific Software
Specific Software	Means a set of functionalities complementary to the Software Package, developed by GENERIX at the CLIENT's request and designated in the Order Form.
Software Package	Means a coherent and documented set of programs designed to be distributed to several users and several companies for the same application or the same function and which a user who has chosen it may use independently. The Software Package constitutes a standard, pre-existing product, marketed with its documentation, in order to meet the generic and common needs of users. The maintained Software Package is specified in the Order Form.
Support or Support department	Means the GENERIX department in charge of handling a Client Ticket.
Client Ticket	Means a request from the Client to the GENERIX Support department. After analysis, the GENERIX Support department shall classify the Client Ticket in accordance with the following categories: Client Request, Additional Request, Client Incident, GENERIX Incident.

PREAMBLE

GENERIX, a software publisher, markets a range of software for which it provides maintenance.

GENERIX has granted the CLIENT a license to use Software. The CLIENT wished to benefit from maintenance services on the terms defined below.

The Client, being interested in the Service offered and described below, approached GENERIX in order to become acquainted with its essential functionalities and characteristics. In order to enable the Client to satisfy itself that the Service is suited to its own needs and to the use it intends to make of it, GENERIX provided the Client with the corresponding information, answered its additional questions and carried out any demonstration it may have required.

Having the information necessary to make an informed decision, the Client agrees to enter into this contract and GENERIX agrees to provide the Service to the Client under the general and special conditions set out below and in consideration of the payment of the subscription fee mentioned in the Order Form of this contract.

This contract (hereinafter the "Contract") is composed of:

- These general terms and conditions
- The Order Form
- and their annexes.

In the event of a conflict between the provisions set out in the general terms and conditions and the Order Form, the Parties agree that the general terms and conditions shall prevail over the Order Form.

ARTICLE 1: PURPOSE

GENERIX provides a maintenance service for the Software described in the article "Services Provided" in consideration of the fee paid by the Client as defined in the Order Form. The development of the Specific Software has, where applicable, been the subject of contract(s) referenced in the Order Form.

ARTICLE 2: TERM

The Contract comes into force on the date of signature of the Order Form for a term running from the date of entry into force of the Contract until 31 December of the same year (pro rata temporis for the current year) and for the following three (3) years. Thereafter the Contract shall not be renewed.

ARTICLE 3: SERVICES PROVIDED

GENERIX shall provide the Client with the services referred to below (hereinafter the “Services”). The Services shall be provided remotely, at the times and on the days specified by GENERIX.

3.1 Corrective maintenance

- (a) GENERIX shall ensure the correction of the operating Anomalies of the Software identified, communicated by the Client to GENERIX and reproducible by the Client and GENERIX, in accordance with the terms defined by GENERIX. The Client must provide the information required in order to enable them to be located and identified.
- (b) The correction method shall be left to GENERIX’s discretion and may take the form of a program correction, a modification of the documentation or any other means enabling the recurrence of the Anomaly to be avoided.

3.2 Upgrade maintenance

- (a) The Client shall benefit, upon request, from the new versions of the Software. These new versions may include:
 - Minor improvements to the existing functions of the Software Package (ergonomics, business rules, operational optimization);
- (b) Adaptations of the Software Package made necessary by changes to the hardware operating system or database system (“adaptive” maintenance).
- (c) The supply of these new versions does not include their installation, which may be carried out by GENERIX at the Client’s request as part of additional technical assistance services.
- (d) Expressly excluded from the terms of Upgrade maintenance is the supply by GENERIX of functionalities forming the subject of a new module in the GENERIX catalogue.

ARTICLE 4: LIABILITY

- 4.1. By express agreement, GENERIX is subject to a best-efforts obligation for the performance of the services incumbent on it under this Contract.
- 4.2. The Client waives any claim against GENERIX in the event of damage occurring to the database, computer memories or any other document, hardware or program which it may have entrusted to GENERIX in the work which the latter is to carry out or upon the resumption of operations after an intervention by GENERIX.
- 4.3. To this end, the Client shall guard against these risks by making a back-up copy of all documents, files and media, in particular before any intervention by GENERIX, and by providing for the procedures necessary for the resumption of operations.
- 4.4. GENERIX may under no circumstances be held liable for indirect damages such as those defined by Portuguese case law and courts caused to the end Client or to a third party in connection with the installation, the use of the Software or the inability to use the Software. Furthermore, the Parties agree that the following constitute indirect damages: loss of earnings, increase in overheads, loss of profits or of customers, damage to the client’s data, caused directly by the Software.
- 4.5. For each contractual year, GENERIX’s overall liability on any grounds whatsoever shall be capped at the lower of the two following amounts:
 - (a) Half of the annual Maintenance fee received by GENERIX from the Client before the occurrence of the damage
 - ;
 - (b) The sum of fifty thousand euros (EUR 50,000).
- 4.6. At no time may GENERIX act as guarantor of reliability or the operation of the telecommunications means used.

ARTICLE 5: EXCLUSIONS AND SUSPENSION OF THE MAINTENANCE SERVICES

- 5.1. GENERIX shall be released from all liability in the event of non-compliance by the Client with any of the clauses of this Contract and in the cases referred to below on a non-exhaustive basis.
- 5.2. In particular, the following may under no circumstances be taken into account under the maintenance services provided under this Contract:
- The reconstitution of files in the event of accidental destruction;
 - The supply of any new functionality placed on the market in the form of an additional module;
 - The development of new programs;
 - The training of the Client's staff working on the system;
 - Operational work, file back-ups and operational data entry;
 - Incidents following handling errors, manifest negligence, improper use and, more generally, any non-compliant use;
 - Software other than that specified in the Order Form which would operate in conjunction with it;
 - The Software which has been modified by parties other than the publisher or a supplier approved by the publisher;
 - The correction of Anomalies resulting from a modification of the database data without using the Software programs;
 - Work carried out by the Client, by GENERIX or by third parties under assistance services peripheral to the Software, output reports and screens which have been customized, the performance of or assistance with the performance of technical as well as functional configuration, of messages, of modules or of user files and links with other applications specific to the Client, of functional configuration, of screens and of output reports;
 - The correction of Anomalies resulting from the Client's failure to comply with the rules of use or the directives of the hardware manufacturers, of the respective publisher of the Software and of the publisher of the database system;
 - The correction of Anomalies in the data resulting from an erroneous modification of the configuration;
 - Hardware, accessories and supplies;
 - The modifications to be made to the Software for its use on hardware or at a location other than those provided for in the Order Form.
- 5.3. Generally, GENERIX gives no undertaking under the follow-up to add new functionalities upon request, nor to upgrade the Software in such a way that the Client may use it on other hardware or on another configuration provided for by the certification matrices.
- 5.4. The application of the Maintenance Services shall be suspended if:
- The Client itself makes modifications to the components of the Software, whatever their nature: executable binary programs, procedures, standard screens and reports or, generally, any other components delivered;
 - The Client adds any software or Software that is not compatible with the Software or the database system;
 - The Client does not implement the update versions of the Software, of the database management software, or of the operating systems, after expiry of the maintenance periods communicated periodically by the respective publishers;
 - The Client does not implement the corrective patches or working procedures provided by GENERIX to prevent the recurrence of the Anomaly;
 - The Client does not apply the recommendations issued by GENERIX pursuant to the Contract;
 - The CLIENT does not comply with the characteristics indicated in the certification matrices of each version of the Software indicated in the Order Form for maintenance and/or for the grant of the right of use of the software package forming the subject of the maintenance.

ARTICLE 6: GENERIX INTERVENTIONS

GENERIX will take place within the following timeframes:

- 4 working hours for a blocking anomaly;
- 8 working hours for a major anomaly;
- 10 working days for a minor anomaly.

These timeframes refer to the time required to begin work on the issue, not to resolve it; GENERIX remains bound by an obligation of means.

ARTICLE 7: REMOTE ACCESS

In order to enable the Service to be performed, the Client is required to make available to GENERIX remote access meeting the characteristics defined in the operating procedure described in the annex. The provision of the means to be implemented for remote maintenance is not included in this contract and remains the responsibility of the Client.

ARTICLE 8: OBLIGATIONS OF THE CLIENT

- 8.1. The maintenance Services require active and regular cooperation between the Parties. Accordingly, the Client shall designate trained and qualified contacts who shall be authorized to receive and implement the advice recommended by the GENERIX departments. All maintenance requests issued by the Client must be submitted by these contacts.
- 8.2. The Client shall inform GENERIX in writing of any change of location or of hardware on which the Software is installed, as well as of any change of contact.
- 8.3. The Client undertakes to comply with the normal conditions of use of the Software, to apply strictly the instructions given by GENERIX and to comply with all the provisions of this contract. Before any remote maintenance intervention by GENERIX, the Client must ensure that such intervention is not liable to cause damage to systems connected directly or indirectly with the maintained system.
- 8.4. The Client undertakes to make available to GENERIX the documents, files and information necessary or useful for its intervention as well as a back-up of the files installed on the system on which the maintenance intervention will take place.
- 8.5. The Client must allow any person mandated by GENERIX to enter its premises in order to identify or correct any Anomaly, incident or error in the Software.
- 8.6. The Client shall inform GENERIX of any Anomaly in the operation of the Software.
- 8.7. The Client undertakes that any installation of a new version or of a corrective version and any intervention concerning the maintained Software shall be entrusted exclusively to GENERIX or to a supplier approved by GENERIX. In the latter case, the interventions and travel shall be invoiced according to the rates in force on the day of the intervention under a services agreement.
- 8.8. GENERIX shall be released from its obligation to perform the Contract for as long as the Client fails to comply with the duty to cooperate. GENERIX may not be held liable, on any grounds whatsoever, for the deterioration caused by the failure to comply with these obligations.

ARTICLE 9: FINANCIAL PROVISIONS

- 9.1 The price of the Services is indicated in the Order Form. Having regard to the nature of the Services carried out by GENERIX, the price of the Services shall be increased by eight (8) % annually, on 1 January of each year.
- 9.2 The first invoicing of the Maintenance fee shall be carried out in advance on a pro rata basis from the date of entry into force of the maintenance until 31 December of the first year of maintenance. The same shall apply to all subsequent additions to or modifications of the Services.
- 9.3 Upon each renewal, invoicing shall be carried out in advance per calendar year. Any year commenced shall be due in full.
- 9.4 Unless otherwise indicated in the Order Form, invoices are payable upon receipt of the invoice by direct debit.
- 9.5 In the event of a change of bank details, the Client undertakes to return without delay to GENERIX a new direct debit authorization, completed, signed and accompanied by bank account details. The Provider is authorized to claim all costs inherent in the rejection of a direct debit.
- 9.6 Failing payment on the due date, all sums due shall automatically bear late payment interest at the legal

interest rate applicable to commercial transactions under Portuguese law, as published half-yearly by notice of the Directorate-General for Treasury and Finance pursuant to Decree-Law no. 62/2013 of 10 May, running from the due date until full and effective payment, without any prior formal notice being required. GENERIX shall further be entitled to a minimum fixed compensation of forty euros (EUR 40) for recovery costs, without prejudice to compensation for any reasonable additional recovery costs actually incurred. All sums shall furthermore become immediately payable.

- 9.7 The failure to pay the sums due 30 days after the due date of the invoice for the fee relating to the maintenance may automatically result in the discontinuation of the Services until the date of full payment of the sums due, after prior formal notice. Such suspension shall not entail any reduction of the annual Maintenance fee.

ARTICLE 10: SUPPORT DEPARTMENT

The terms and conditions of the Support Service are set out in the Order Form

It is however specified that, during the project implementation period, the Support department is activated through the GENERIX consultants only.

The end of the project phase is formalized:

- under the conditions described in the relevant separate project contract and in particular the signature of the delivery note signed by the Client, if GENERIX carries out the integration project;
- the receipt of the reports of the Verification of Regular Service phase and of the Verification of Fitness for Proper Operation phase, if the integration project is carried out by a third party. In such case, an audit may be carried out by GENERIX, at the client's expense, in order better to understand the conditions of implementation of the solution concerned.

ARTICLE 11: FORCE MAJEURE

- 11.1. The Parties may under no circumstances be held liable in the event of force majeure. Expressly, the following shall be considered events of force majeure, in addition to those usually accepted by the case law of the Portuguese courts and tribunals:

- Total or partial strikes, whether internal or external to the company;
- Epidemics, earthquakes, storms, floods, fires, explosions;
- Wars whether declared or not, blockades or embargoes, riots, governmental restrictions or prohibitions;
- The blocking of means of transport or of supply for any reason whatsoever;
- The blocking of telecommunications, including switched telephone networks and all value-added networks;
- Prolonged power cuts

- 11.2. The occurrence of an event of force majeure may suspend the performance of the Contract for a period equivalent to that of the event concerned. As soon as it becomes aware of the occurrence of such an event, the Party which considers that it is thereby no longer in a position to fulfil its obligations must notify the other Party thereof by registered letter with acknowledgement of receipt. In the event that the event of force majeure lasts for more than two (2) months, the Parties agree to meet in order to redefine the terms of their contractual relationship.

ARTICLE 12: ASSIGNMENT

The Contract may under no circumstances be assigned in whole or in part, whether for consideration or free of charge, by the Client, without the prior express written authorization of GENERIX. In such case, this assignment may only take effect after the signature of an assignment amendment by the Parties and the assignee.

ARTICLE 13: TERMINATION

- 13.1. In the event of a fault or negligence by one of the Parties in its obligations under the Contract, and failing remedy by that Party, its co-contracting party may terminate the Contract by registered letter thirty (30) days after having sent a formal notice to remedy notifying the breaches identified which has remained unsuccessful.

- 13.2. In the event of early termination of the Contract, and save for a fault of GENERIX, the Client shall pay a fixed termination indemnity equal to all the remaining monthly instalments up to the end of the Contract had it not been terminated early, payable immediately on the date of termination.

ARTICLE 14: CONFIDENTIALITY

- 14.1. The Parties shall ensure the confidential nature of any information obtained or data transmitted in connection with the performance of the Contract.
- 14.2. The Party to which confidential information is disclosed shall preserve its confidential nature with care at least equal to that which applies to the preservation of its own confidential information. The Party receiving such confidential information may not communicate or disclose it to third parties, except with the prior written agreement of the other Party or to the extent required by law.
- 14.3. The Parties agree to adopt all reasonable measures to ensure that the confidential information is not disclosed to their employees or contractors in breach of this Contract. The terms of this obligation are valid throughout the term of the Contract and for the two (2) years following its end.
- 14.4. However, neither Party shall be bound by confidentiality with regard to the following information:
- Information which was lawfully known on a non-confidential basis before it was disclosed as confidential information;
 - Information developed by each of the Parties independently;
 - Information which was in the public domain or which enters the public domain without any fault on the part of the recipient of such information.
- 14.5. Each Party undertakes not to use the confidential information in any context other than that of the Contract, even for its own account, and undertakes to return, upon first request of the other Party, all documents or other media containing confidential information which the latter may have provided to it in connection with the performance of the Contract, as well as all reproductions thereof. All documents, in whatever form, communicated by GENERIX under this Contract shall remain its exclusive property and shall be returned to it upon simple request.

ARTICLE 15: NON-SOLICITATION

- 15.1. During the term of the Contract and for the twelve (12) months following its expiry, the Client undertakes, without the prior written agreement of GENERIX, not to hire any GENERIX staff taking part in, due to take part in and/or having taken part in the performance of the Services.
- 15.2. In the event of the hiring by the Client of GENERIX staff in breach of the above prohibition, the Client undertakes to pay GENERIX a fixed indemnity equal to the last twelve (12) months of gross remuneration of the GENERIX staff member hired by the Client, this indemnity covering in particular selection and recruitment expenses, training costs and the damages resulting from commitments already made.

ARTICLE 16: GOVERNING LAW AND JURISDICTION

- 16.1. The Contract is governed by Portuguese law.
- 16.2. Save for any mandatory provision of public policy to the contrary, any action relating to the Contract must be brought within a period of two (2) years from the date of occurrence of the event giving rise to the action.
- 16.3. The Client and GENERIX state their intention to seek an amicable solution to any difficulty which may arise concerning the application or the interpretation of the Contract.
- 16.4. FAILING AGREEMENT, AFTER AN UNSUCCESSFUL ATTEMPT TO SEEK AN AMICABLE SOLUTION, EXPRESS JURISDICTION IS CONFERRED ON THE COMMERCIAL COURT OF LISBOA.

ARTICLE 17: MISCELLANEOUS PROVISIONS**17.1. Interpretation**

The provisions of the Contract prevail over all prior proposals or agreements, as well as over all other communications between the Parties relating to the subject matter of this Contract.

17.2. Amendments

No amendment may be taken into account without the signature of an amendment by both Parties. This amendment must determine in particular the modifications made to this Contract.

17.3. Partial invalidity

If any of the provisions of this Contract were to prove void, having regard to a rule of law in force or to a court decision that has become final, it would be deemed unwritten, without however entailing the nullity of the Contract or affecting the validity of its other provisions.

17.4. Headings

In the event of a difficulty of interpretation between any of the headings and any of the clauses, the content of the clause shall prevail over the heading.

17.5. No waiver

The fact that either Party does not require the application of any clause of this Contract or acquiesces in its non-performance, whether permanently or temporarily, may not be construed as a waiver by that Party of the benefit of the said clause.

17.6. Commercial references

The Parties agree to publish a joint press release announcing the signature of this Contract. In addition, each Party grants the other the right to use its name and its logo in all its commercial and marketing documents as well as on its website, in particular as a commercial reference.

These general terms and conditions shall take effect on the date of signature by the last of the Parties. Before its signature by both Parties, this document is considered a proposal, valid for 30 (thirty) days from the day of its issue.

ANNEX 1: PERSONAL DATA PROTECTION

DEFINITIONS

In this Contract, words or expressions beginning with a capital letter shall have the following meaning:

“Contract” means the contract entered into with GENERIX within the framework of which this annex forms part.

“Personal Data” or “PD”: means any information relating to an identified or identifiable natural person (hereinafter the “Data Subject”), directly or indirectly, in particular by reference to an identification number, location data, online identifiers (for example, username and password) or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity;

“Regulations”: means all laws and regulations applicable within the European Union relating to PD, including the General Data Protection Regulation 2016/679 of 27 April 2016 (“GDPR”);

“Services”: means all the services performed by GENERIX for the Client and as referred to in the Contract;

“Data Controller”: means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing. Within the framework of the Contract for the performance of the Services and of this annex, the Data Controller is the Client;

“Processor”: means the natural or legal person, public authority, agency or other body which processes PD on behalf of the Data Controller, and in accordance with its instructions. Within the framework of the Contract for the performance of the Services and of this annex, the Processor is GENERIX;

“Processing”: means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

The terms and expressions **“Personal Data Breach”**, **“Process”**, **“Data Subject”**, **“Member State”**, **“Supervisory Authority”**, **“Standard Clauses”**, shall have the same meaning as that given to them in the Regulations, and related expressions shall be construed accordingly.

ARTICLE 1: GENERAL OBLIGATIONS OF THE CLIENT

- 1.1 The Client undertakes to comply with the Regulations within the framework of the Contract.
- 1.2 GENERIX, in its capacity as Processor, processes Personal Data solely on the documented instructions of the Client, as defined in the “Processing Instructions Sheet” annex of the applicable Contract, and solely in order to perform the Services provided for in the Contract. The Client undertakes to complete this Processing Instructions Sheet at the latest within four (4) weeks following the signature of the Contract. Any use of the Services to process data, categories of Personal Data or Processing operations other than those described in the said Sheet is carried out at the Client’s own risk, GENERIX not being liable for any breach of the Regulations resulting from such use.
- 1.3 The Client acknowledges that GENERIX is limited to following the documented instructions of the Client, subject to informing the Client where instructions given are not compliant with the Regulations. Any request by the Client modifying the Service and which would result in a change to the processing instructions set out in the Processing Instructions Sheet shall be the subject of a separate quotation. Any instruction not documented in writing or not compliant with the Regulations shall not be taken into account.
- 1.4 In addition, any configuration and/or specific development at the Client’s request for the use of the Services and accepted by GENERIX resulting in a change to the instructions automatically entails an Update of the “Processing Instructions Sheet” Appendix. Any subsequent use of the Data by the Client is carried out at the latter’s own risk; GENERIX may not be held liable in the event of a breach of the Regulations.
- 1.5 In the event of a change to the Services requested, resulting in or likely to result in a potential change to GENERIX’s status under the Regulations, the Parties undertake to consult with each other in order to frame the relationship and to define their respective obligations and responsibilities.
- 1.6 The Client acknowledges that GENERIX’s commitments under this annex constitute sufficient guarantees of GENERIX’s compliance with the Regulations.
- 1.7 The Client maintains a record of all processing operations it carries out in its capacity as Data Controller. This record contains at least the mandatory information required by the Regulations.
- 1.8 It is incumbent on the Client to provide the information to the persons concerned by the processing operations at the time of collection of the PD. At the Data Controller’s option, GENERIX shall assist the Client in implementing this information obligation. In the latter case, the terms of the assistance requested by the Client shall be agreed by mutual agreement between the Client and GENERIX.

ARTICLE 2: OBLIGATIONS OF GENERIX TOWARDS THE CLIENT

2.1 Acting on documented instructions of the Data Controller

- 2.1.1 GENERIX undertakes to process the Personal Data covered by this Annex in accordance with the instructions listed in the Processing Instructions Sheet of the relevant Contract, in any supplementary quotation or by any written means originating from the Client, unless GENERIX is required to process the PD pursuant to a mandatory provision arising from EU law or from the law of the Member State to which it is subject. In such case, GENERIX shall inform the Client as soon as possible and, where possible, before the Processing.
- 2.1.2 If GENERIX considers that an instruction constitutes a breach of the Regulations, GENERIX undertakes to inform the Client thereof.

2.2 Ensuring the confidentiality of PD

- 2.2.1 GENERIX undertakes to ensure the confidentiality of the Personal Data processed within the framework of this Annex.
- 2.2.2 GENERIX undertakes to ensure that the persons authorised to process the Personal Data under these provisions:
- 2.2.3 Undertake to respect confidentiality or are subject to an appropriate statutory obligation of confidentiality;
- 2.2.4 Receive the necessary awareness training in the field of Personal Data protection.

2.3 Requests from public authorities

In the event of a request from a competent administrative or judicial authority concerning the disclosure of Personal Data processed on behalf of the Client, GENERIX undertakes, to the extent legally permitted, to (i) inform the Client without delay of such request, (ii) challenge the request where it appears manifestly unlawful, disproportionate or excessive, and (iii) limit any disclosure to what is strictly necessary. GENERIX shall keep a record of such requests and of the responses provided, in compliance with its legal obligations of confidentiality and retention.

2.4 Sub-processing

- 2.4.1 GENERIX is authorised, as a matter of principle, to engage sub-processors to carry out specific processing activities on behalf of the Client, subject to compliance with the conditions set out below.
- 2.4.2 In accordance with Article 28(2) of the GDPR, GENERIX shall inform the Client in advance and in writing of any intended change concerning the addition or replacement of a sub-processor, specifying at a minimum: (i) the identity and contact details of the sub-processor, (ii) a description of the sub-processed processing activities, (iii) the locations of data hosting and access, (iv) the possible existence of transfers outside the EEA and, where applicable, the associated safeguards.
- 2.4.3 The Client shall have a period of 30 calendar days from receipt of this information to notify GENERIX of a reasoned objection based on grounds relating to data protection. Failing any objection within this period, the sub-processor shall be deemed authorised. In the event of an objection, the Parties shall cooperate in good faith in order to agree on reasonable mitigation measures or an alternative sub-processor; failing a solution, the Client may request the cessation of the use of the sub-processor concerned for the processing relating to it, in accordance with terms to be defined (including, where applicable, the termination of the affected service).
- 2.4.4 GENERIX shall ensure that any sub-processor provides sufficient guarantees and shall impose on it, by written contract, obligations at least equivalent to those set out herein, and shall remain fully liable for the acts and omissions of its sub-processors.

2.5 Data Subjects' rights

- 2.5.1 To the extent possible and reasonable, GENERIX shall assist the Client in fulfilling its obligation to respond to requests to exercise the rights of data subjects under the Regulations, namely: the right of access, rectification, erasure and objection, the right to restriction of processing, the right to portability of PD, the right not to be subject to an automated individual decision (including profiling within the meaning of the Regulations).
- 2.5.2 Where data subjects submit requests to GENERIX to exercise their rights, GENERIX shall forward such requests without delay, and at the latest within twenty-four (24) working hours, by email to the person designated by the Data Controller in the Processing Instructions Sheet of the Contract or notified by any other means. GENERIX may only respond directly to a data subject's request on the documented instruction of the Data Controller.
- 2.5.3 The Client acknowledges that the aforementioned diligences satisfy GENERIX's obligation of cooperation and assistance towards the Client to enable it to ensure the compliance of the Processing with the Regulations regarding data subjects' rights. Should it be necessary to implement additional diligences, the Parties agree to meet and discuss in good faith the terms of such additional diligences, which shall be the subject of an amendment to these provisions.

2.6 Notification of Personal Data breaches

- 2.6.1 A Personal Data breach means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, PD transmitted, stored or otherwise processed.
- 2.6.2 GENERIX shall notify the Client of any Personal Data breach without undue delay and, in any event, at the latest within twenty-four (24) hours after becoming aware of it, by email to the person designated by the Data Controller in the Processing Instructions Sheet of the Contract or notified by any other means. This notification shall be accompanied by all relevant documentation in order to enable the Data Controller, if necessary, to notify such breach to the competent supervisory authority. Where, and insofar as, it is not possible to provide all the information at the same time, the information may be provided in phases without further undue delay.
- 2.6.3 The Client acknowledges that the aforementioned diligences satisfy GENERIX's obligation of cooperation and assistance towards the Client to enable it to ensure the compliance of the Processing with the Regulations as regards the notification of PD breaches. Should it be necessary to implement additional diligences, the Parties agree to meet and discuss in good faith the terms of such additional diligences, which shall be the subject of an amendment to these provisions.

2.7 Impact assessments

- 2.7.1 GENERIX shall assist the Data Controller in carrying out data protection impact assessments where the Data Controller decides to carry them out or is required to carry them out, to the extent possible and reasonable having regard to the nature of the Services and the information available to GENERIX.

- 2.7.2 The Client acknowledges that the aforementioned diligences satisfy GENERIX's obligation of cooperation and assistance towards the Client to enable it to ensure the compliance of the Processing with the Regulations regarding impact assessments. Should it be necessary to implement additional diligences, the Parties agree to meet and discuss in good faith the terms of such additional diligences, which shall be the subject of an amendment to these provisions.

2.8 Transfers outside the EEA

GENERIX shall inform the Client of the hosting location and the places of access to the Personal Data, as described in the Processing Instructions Sheet. Any transfer of Personal Data outside the European Economic Area (including remote access from a third country), where it takes place for the purposes of the Services, shall be carried out solely on the documented instructions of the Client and framed by an appropriate transfer mechanism (as applicable: adequacy decision, standard contractual clauses and/or supplementary measures), as documented in the Processing Instructions Sheet. GENERIX shall provide the Client, to the extent possible, with the information necessary to document the said mechanism. GENERIX shall not carry out any transfer outside the EEA without the documented instruction of the Client.

ARTICLE 3: SECURITY AND CONFIDENTIALITY

- 3.1 GENERIX undertakes to implement all appropriate technical and organisational measures and to take all useful precautions to ensure a level of security appropriate to the existing risk.
- 3.2 GENERIX undertakes to take all useful precautions having regard to the nature of the Data and the risks arising from the Processing, in order to preserve the security of the Data and to prevent any distortion, alteration, damage, accidental or unlawful destruction, loss, disclosure, and/or any access by previously unauthorised third parties.
- 3.3 The measures taken by GENERIX must take into account the most recent technical possibilities and the cost of their implementation, the characteristics of the processing (nature, scope, purpose, etc.) as well as the risks presented for the rights of the Data Subjects. These may in particular include:
- Data encryption measures;
 - Measures ensuring, during the implementation of the processing, the confidentiality, integrity, availability and resilience of the systems and Services processing the data;
 - Measures enabling the access to and availability of the data to be restored as soon as possible in the event of a physical or technical incident;
 - Procedures for assessing and testing the effectiveness of the technical and organisational measures.
 - The technical and organisational measures applicable to the Processing (TOMs) are described and detailed in the appendix / annex "Processing Instructions Sheet" of the Contract, as completed by the Client, and form an integral part hereof. In the event of a conflict between these general security and confidentiality provisions and the technical and organisational measures (TOMs) described in the "Processing Instructions Sheet" annex, the TOMs set out in the Processing Instructions Sheet shall prevail for the Processing concerned, provided that they describe more specifically the measures applicable to the said Processing.
- 3.4 The Client acknowledges that the aforementioned diligences satisfy GENERIX's obligation of cooperation and assistance towards the Client to enable it to ensure the compliance of the Processing with the Regulations regarding security and confidentiality. Should it be necessary to implement additional diligences, the Parties agree to meet and discuss in good faith the terms of such additional diligences, which shall be the subject of an amendment to these provisions.

ARTICLE 4: RETURN OR DELETION OF PERSONAL DATA

Upon expiry of the Contract, GENERIX must, at the Client's choice, either return all the Personal Data processed, or delete it within a maximum period of thirty (30) days and certify to the Client in writing that the deletion has indeed been carried out, including the destruction of existing copies, subject to and within the limits of the legal and regulatory retention obligations incumbent on GENERIX.

In the event of the return of the Personal Data to the Client, GENERIX shall return the Data in a structured, commonly used and machine-readable format, allowing its reuse by the Client (e.g. standard export). The practical terms of return (medium, format, secure channel, scope of the Data returned) are specified in the Processing Instructions Sheet or, failing that, agreed between the Parties in writing. GENERIX may provide reasonable assistance with the return at the Client's request, in accordance with terms to be defined where applicable.

ARTICLE 5: AUDIT

- 5.1 The Client may, if it so wishes, up to once (1) per year, carry out, at its own expense, an audit at GENERIX's premises, directly or through any independent third party that is not a competitor of GENERIX, in order to ensure compliance with the PD protection measures processed within the framework of the Contract. As a matter of principle, the audit is carried out on the basis of documents (documentary audit) and may include, as required, the provision by GENERIX of certifications, attestations and/or audit reports in force, subject to confidentiality; an on-site audit shall only take place where duly justified and after prior agreement of the Parties on its scope and terms.
- 5.2 In the event that the Client wishes to call upon a third party to carry out the audit, the Client expressly undertakes to have the said third party sign a confidentiality agreement, to guarantee compliance with its terms, and to communicate this agreement upon the express request of GENERIX.
- 5.3 The Client shall notify GENERIX in writing, with at least forty-five (45) calendar days' notice, of any request for an audit operation, the date of the audit as well as the name of any third party in charge of the audit. In the case of a documentary audit, the Parties agree on a reduced notice period of at least fifteen (15) calendar days. In the event of a proven security incident likely to affect the Client's PD, the Parties shall coordinate in good faith for a targeted documentary audit as soon as possible, with reasonable notice which shall not exceed five (5) working days, save where duly justified impossibility. GENERIX may

refuse the audit firm and the persons designated to carry out the audit if the Client's proposal reveals a conflict of interest and/or if the audit firm is a competitor of GENERIX. In the event of refusal, GENERIX must notify this within eight (8) calendar days following the notification of the audit made by the Client or by an audit firm in charge of carrying it out (the Auditor) under the conditions defined by this Contract.

- 5.4 The terms for carrying out the audit shall be the subject of a prior agreement signed by the Parties, which shall include in particular the following conditions:
- The audit schedule, it being specified here that the audit may only take place on working days and hours;
 - The relevant participants;
 - The credentials of the audit firm and of the auditor, it being specified here that the audit firm and the auditor must provide sufficient guarantees of competence and independence, in particular with regard to an ISO/IEC 27001 certification or any equivalent recognised qualification;
 - The terms for communicating the audit report to GENERIX.
- 5.5 GENERIX shall cooperate in good faith with the Auditor and shall provide it with all information, documents or explanations necessary to carry out the audit. The access procedures shall be communicated by GENERIX to the Client, which must comply with them. The logical connections to access the Client's data shall be carried out by GENERIX at the Auditor's request and, where necessary, in the presence of the Auditor. The audit (documentary or on-site) is strictly limited to the elements necessary to verify compliance with GENERIX's obligations relating to PD under the Contract, and must not significantly disrupt GENERIX's activity.
- 5.6 GENERIX shall bear the cost of the time spent by its staff for the purposes of the audit up to a limit of one (1) day per year. Beyond that, the audit shall be invoiced at 3,000 (three thousand) euros excluding tax per working day of audit. Except where the audit report reveals a serious breach of an essential obligation relating to PD directly and exclusively attributable to GENERIX, in which case GENERIX shall bear the reasonable additional costs directly related to the conduct of the audit that enabled this breach to be established.
- 5.7 The audit report shall be sent free of charge to GENERIX by the auditors or by the Client, within a period defined in the audit agreement, so that GENERIX may submit, within a period of twenty (20) working days following the date of its communication, any observations or objections by any written means, including by email, by registered letter with acknowledgement of receipt addressed to the auditor and to the Client. This audit report is confidential in accordance with the terms of the "Confidentiality" Article of the Contract.
- 5.8 In the event that the audit report reveals a serious breach of an essential obligation relating to PD, directly and exclusively attributable to GENERIX, the latter expressly undertakes to implement, at its own expense, all the corrective measures necessary in order to comply with the Contract

INSTRUCTIONS SUPPLY CHAIN EXECUTION Range

The information set out below is taken from the mapping of GENERIX's standard solutions. This document complies with Article 28 of the GDPR. In its capacity as data controller, it is incumbent on the Client to verify its accuracy and completeness. Under no circumstances may GENERIX be held liable in this respect, which the Client expressly acknowledges.

Name of the data controller	[Insert the name of the client from the header of the Contract]
Contract reference	[Insert the OPPY number]
Start date of the personal data processing	Date of performance of the Services
Duration of the personal data processing	For the duration of performance of the Services
Purpose of the processing	Depending on the business processes subscribed to: - Manage warehouse operations: storage, receipt/returns, picking, packing, shipping - Manage transport operations: organisation, optimisation, freight forwarding, document management, cost calculation and invoicing - Analyse performance
Categories of data subjects whose personal data is processed	- Users of the client's solution and/or of its partners - Data subjects derived from customer and prospect data
Categories of personal data processed	[Retain only the business processes subscribed to, delete the others] - WMS: identification data of the customers to be delivered (such as surname, first name) or of warehouse operators and/or truck drivers (warehouse operator's employee number, name of the supervisor), contact details of the customers to be delivered (such as email, telephone), delivery address, transport chosen, lines of the customer orders placed, free-text fields - TMS: identification data of the customers to be delivered (such as surname, first name), contact details of the customers to be delivered (such as email, telephone), delivery address, transport chosen, lines of the customer orders placed, delivery appointments, delivery details, free-text fields - YMS: identification and contact data of the customers to be delivered (such as surname, first name, telephone), various information on warehouse operators and/or drivers (nationality, language spoken, contractual status of the data subject, vehicle registration number), free-text fields - EOT: identification data of the customers to be delivered (such as surname, first name), contact details of the customers to be delivered (such as email, telephone), delivery address, transport chosen, lines of the customer orders placed, free-text fields - 3PL Portal: identification data of the customers to be delivered (such as surname, first name), contact details of the customers to be delivered (such as email, telephone), delivery address, transport chosen, lines of the customer orders placed, free-text fields - Carriers Portal: identification data of the customers to be delivered (such as surname, first name), contact details of the customers to be delivered (such as email, telephone), delivery address, transport chosen, free-text fields - GLS OMS: identification data of the customers to be delivered (such as surname, first name), contact details of the customers to be delivered (such as email, telephone), delivery address, transport chosen, free-text fields
Processing operations carried out on the personal data	- Recording - Storage - Access, consultation - Disclosure by transmission - Erasure - Extraction, for analysis on business analytics solutions

List of sub-processors within the meaning of the GDPR, subject to subsequent modifications	https://generixgroup.file.force.com/servlet/fileField?id=0BE7T000000L0TH
Client DPO contact details	- Name and position: [to be completed] - Email: [to be completed] - Telephone: [to be completed if possible]
Generix DPO contact details	- Email: dpo@generixgroup.com

INSTRUCTIONS B TO B INTEGRATION Range

The information set out below is taken from the mapping of GENERIX's standard solutions. This document complies with Article 28 of the GDPR. In its capacity as data controller, it is incumbent on the Client to verify its accuracy and completeness. Under no circumstances may GENERIX be held liable in this respect, which the Client expressly acknowledges.

Name of the data controller	[Insert the name of the client from the header of the contract]
Contract reference	[Insert the OPPY number]
Start date of the personal data processing	Date of performance of the Services
Duration of the personal data processing	For the entire duration of the project
Purpose of the processing	- Control of data flows related to the B to B process - Customer and/or supplier collaboration platform - Tax dematerialisation of invoices and archiving - File transfers, inter-application exchanges - Maintenance and support
Categories of data subjects whose personal data is processed	- Users of the client's solution and/or of its partners - Data subjects derived from customer and prospect data
Categories of personal data processed	- Identification data, such as surname and first name - Contact data, such as telephone and email - Location data, such as the postal address on a document - Connection and content data, such as the IP or login identifiers, user records - Free-text fields
Processing operations carried out on the personal data	- Recording - Storage - Access, consultation - Disclosure by transmission - Erasure - Extraction, for analysis on Business Analytics solutions
List of sub-processors within the meaning of the GDPR, subject to subsequent modifications	https://generixgroup.file.force.com/servlet/fileField?id=0BE7T000000L0TH
Client DPO contact details	- Name and position: [to be completed] - Email: [to be completed] - Telephone: [to be completed if possible]
Generix DPO contact details	- Email: dpo@generixgroup.com

GCR INSTRUCTIONS

The information set out below is taken from the mapping of GENERIX's standard solutions. This document complies with Article 28 of the GDPR. In its capacity as data controller, it is incumbent on the Client to verify its accuracy and completeness. Under no circumstances may GENERIX be held liable in this respect, which the Client expressly acknowledges.

Name of the data controller	[Insert the name of the client from the header of the Contract]
Internal reference of the Contract	[Insert the OPPY number]
Start date of the personal data processing	Date of performance of the Services
Duration of the personal data processing	For the entire duration of the project
Purpose of the processing	Give access to the GCR platform in order to: - Control data flows related to the GCR process - Customer and/or supplier collaboration - Calculation of supply requirements and transmission of supply orders - Optimisation of the transport of the goods ordered
Categories of data subjects whose personal data is processed	- Users of the client's solution and/or of its partners
Categories of personal data processed	- Identification data, such as surname and first name, to give access to the platform - Connection and content data, such as the IP or login identifiers, user records - Email
Processing operations carried out on the personal data	- Recording - Storage - Access, consultation - Disclosure by transmission - Erasure
List of sub-processors within the meaning of the GDPR, subject to subsequent modifications	AWS
Client DPO contact details	- Name and position: [to be completed] - Email: [to be completed] - Telephone: [to be completed if possible]
Generix DPO contact details	- Email: dpo@generixgroup.com