

1- PREAMBLE

As part of its relations with its clients and sponsors, Cegid offers them the possibility to attend one-day or multi-day events that are related to its products, and during which they can meet and exchange with other participants. The Participant, as defined in the attached Registration Form (hereinafter the "Participant"), wants to attend an event organized by Cegid, or by a third-party but in which Cegid participates, such as defined by the Registration Form (hereinafter the "Event").

2- SUBJECT MATTER OF THE CONTRACT

These Terms and Conditions set forth the conditions and methods for the Participant to participate in the Event. They supersede all prior contracts, agreements, propositions or commitments, oral or written, between Cegid and the Participant with respect to the subject matter hereof.

3- CONTRACTUAL DOCUMENTS - MODIFICATION

The Contract is formed by the following contractual documents, in decreasing order of priority, excluding all other documents:

- If applicable, the Special Terms and Conditions;
- The Registration Form;
- These Terms and Conditions.

In the event of a discrepancy between documents of a different rank or nature, the parties expressly agree that the provisions of the highest ranked document will prevail.

These Terms and Conditions or the Registration Form may be modified but only by special terms and conditions that are duly accepted and signed by the parties.

4- ACCEPTANCE

Electronic Acceptance – For the purposes of electronic acceptance of the Contract, the Participant acknowledges and accepts that a fax signed by its agent or employee and sent to Cegid is admissible as evidence in the same manner as an acceptance in writing and may be used by Cegid against the Participant.

An electronic acceptance of the Contract has the same probative value as a paper-based acceptance. Computer logs and records, and connection logs are maintained in reasonable conditions of safety and are regarded as prima facie evidence of all communications between the parties, no matter which party is responsible for maintaining them and against which party they are opposed. Contractual documents are archived on a reliable and sustainable medium that can be produced as evidence.

Conclusion of the Contract and Confirmation of the Registration – By submitting the Registration Form, the Participant is deemed to have read and duly accepted the Terms and Conditions. There is an understanding between the parties that if the Participant clicks the "I agree" button via the Registration Form, it will lead to the electronic conclusion of the Contract, in conformity with articles 1125 et seq. of the French Civil Code. The Participant will then be bound to send its payment in accordance with the Terms and Conditions. The Participant's attendance to the event will be confirmed only when the Participant receives an e-mail from Cegid formalizing the conclusion of the Contract and summarizing the terms of its participation.

5- DURATION – ENTRY INTO FORCE

These Terms and Conditions are concluded for a fixed period. On principle, they enter into force on the date of their conclusion – such as mentioned in the "Acceptance" provision – and remain into force until the end of the Event, which date is indicated in the Registration Form.

6- CONTENT OF THE EVENT

The content of the Event is described in the Registration Form and/or in a program and/or on a website that will be communicated to the Participant.

7- PRICES – BILLING – PAYMENT

Prices – The applied prices are those that appear on the Registration Form and are based on a lump-sum estimate of the costs of logistics related to the Participant's attendance to the Event. They are given in Euros before tax and are subject to VAT, at the rate in force.

Terms of Billing and Payment – The Participant’s invoice may not be divided. The Participant may pay its invoice by bank transfer or by check after conclusion of the Contract and no later than the day before the Event.

Late Payment – Past the due date, the Participant will owe Cegid a penalty for late payment calculated on the basis of an interest rate fixed at three (3) times the legal interest rate, without the need for a reminder. Under article L 441-6 I of the French Commercial Code, the Participant shall pay a fixed charge of forty (40) euros (€) to cover Cegid’s debt collection costs. When such costs are higher than the fixed charge, Cegid may claim additional compensation from the Participant, upon production of supporting documents. This fixed charge does not apply if the Participant demonstrates that it is under a protective, a recovery or a liquidation proceeding prohibiting payment of Cegid’s debt on its due date.

8- AGENDA

Cegid reserves the right to change the planning and/or any other term of the Event (dates, duration, place, conferences, workshops, activities, presentations, topics, hours, interveners, etc...) in light of constraints linked to organization.

9- CANCELLATION

Cancellation of the Event by Cegid – If the Event is cancelled by Cegid or the third-party organizer, Cegid will fully refund the Participant of the amounts it paid to attend the Event.

Cancellation of its Participation to the Event by the Participant – Organization of the Event depends on the registered Participants. Acceptance of the Contract by clicking the “I agree” button therefore entails a firm commitment of the Participant. Hence, if the Participant cancels its participation to the Event and notifies Cegid less than thirty (30) days before the Event, no matter the means, the parties agree that:

- Cegid will not refund any payment made by the Participant prior to Cegid’s reception of the Participant’s notification of cancellation;
- the Participant will have to pay Cegid the amount that remains due under the Contract.

10- LIABILITY AND DAMAGES

Cegid, in accordance with its duty of due diligence, will perform its obligations under the Contract with reasonable care. By mutual understanding, the parties expressly agree that Cegid may be liable towards the Participant only if the latter proves fault.

Cegid may be liable, under the conditions provided by French law, for direct and foreseeable damages that are suffered by the Participant.

Are notably considered as indirect damages: loss of time, profits, sales revenues, margins, purchase orders, clients, income, commercial activity, operating losses, harm to business reputation, anticipated results and third-party actions, even if Cegid was duly informed of the risk of such damages occurring.

Cegid’s liability is limited, by mutual agreement, to the amounts paid by the Participant, interests and costs included, in order to attend the Event during which the damage occurred, no matter the cause of the damage. In no way will Cegid be held liable if the Participant failed to comply with all its obligations under this Contract.

11- INSURANCE

Cegid shall purchase and maintain in effect a professional liability insurance covering damages that may occur during the Event, whether the Event is organized by Cegid or a third-party.

The Participant is informed that insurance is not included in the registration price. It shall purchase from a reputable insurance company, at its own expense, all insurance policies covering damages that its personnel may cause to themselves or others during the Event, which duration is provided by the Registration Form. Cegid may ask the Participant to provide proof of insurance.

12- INTELLECTUAL PROPERTY / PROMOTION

Intellectual Property – Subject to the rights of third-parties, each party maintains its intellectual property rights related to the elements shown during the Event. This Contract does not authorize the Participant to reuse the elements presented by Cegid during the Event, except upon Cegid’s prior authorization in writing. The elements created for this Event are and remain the property of Cegid. All corresponding rights are and remain vested in Cegid.

Promotion – The Participant authorizes Cegid to use its name and company logo/trademark/distinctive signs to promote the Event, on any document or means of promotion (posters, brochures, website, e-mail, phone, etc...). The Participant may promote its own products and services and distribute brochures during the Event. Cegid also

authorizes the Participant to promote the Event on any document or means of promotion. For this exclusive purpose, the Participant may use Cegid's logos and trademarks.

13- CONFIDENTIALITY

All the data communicated or obtained by the parties, orally or in writing, during performance of the Contract is Confidential Information. Each party shall:

- protect Confidential Information in the same way it protects its own confidential information;
- keep Confidential Information strictly confidential and not disclose, directly or indirectly, such Information to any third-party, without having obtained prior express consent, in writing, from the other party;
- not infringe, in any way, the property rights relating to Confidential Information;
- prevent Confidential Information from being copied, reproduced, duplicated, in whole or in part, when such copies, reproductions or duplications are not directly linked to performance of the Contract;

All Confidential Information is and remains the property of the party who provided it.

This confidentiality agreement is entered into for the duration of the Contract and for a period of three (3) years following termination of the Contract, regardless of the reason for termination.

This confidentiality agreement does not apply to information (i) that is in possession of a party before disclosure by the other party, provided that such possession did not result, directly or indirectly, from an unauthorized disclosure by a third-party, (ii) that is part of the public domain when the Contract is entered into or that becomes part of the public domain after the Contract is entered into through no fault of the disclosing party, (iii) that is independently developed by the disclosing party, (iv) which disclosure is otherwise required by law or a competent court, or is necessary to defend the interest of either party in a judicial proceeding.

14- FORCE MAJEURE

Neither party is liable for any breach of its contractual obligations if such breach is caused by force majeure, such as defined by article 1128 of the French Civil Code. The parties expressly agree that the following events are grounds of force majeure under the present provision: partial or total strikes, whether internal or external to Cegid; interruption of transportation facilities for any reason, liquidation of a supplier or subcontractor, interruption or disruption of postal services or of means of communication or telecommunication. The parties also agree that cancellation of the Event pursuant to a "Plan Vigipirate – Alerte Attentat," either by Cegid or the third-party organizer, is an additional ground of force majeure.

The party invoking force majeure notifies the other party, by registered letter with acknowledgment of receipt, without delay, of such an event and the need to postpone the deadline to perform its obligations. If the obstruction is temporary, performance of the obligation is suspended until such performance is no longer prevented. The party invoking force majeure keeps the other party informed and makes its best efforts to limit the duration of the suspension. In the event the suspension lasts more than two (2) months, each party may terminate the Contract, without compensation, by notifying the other party of its decision by registered letter with acknowledgment of receipt. If the obstruction is permanent, the Contract is automatically terminated and the parties are released from their obligations, as provided by articles 1351 and 1351-1 of the French Civil Code.

14- GENERAL PROVISIONS

- **Non-solicitation.** The Participant guarantees that it will not, throughout the duration of the Contract and for a period of one (1) year following termination of the Contract, for any cause, hire or work with, directly or indirectly through a third-party, any of Cegid's employees that were involved in performing this Contract, irrespective of their specialization. If the Participant breaches this obligation, it shall immediately compensate Cegid by paying a penalty amounting to the last twelve (12) months of the concerned individual's gross salary, including employers' contributions, without prejudice to payment of damages.
- **Waiver.** The failure by either party to enforce any provision of this Contract against the other party shall not operate as or be construed to be a waiver of the obligation involved or an amendment to the Contract. It will not prevent the non-defaulting party from exercising the corresponding right in the future.
- **Sincerity.** The parties declare that the present commitments are sincere. To this end, they state that, to their knowledge, they possess no information which, had it been communicated, would have changed the consent of the other party.
- **Independence of the Parties.** The parties acknowledge that each of them acts independently, on their own behalf. The Contract does not create a partnership, a franchise or an agency relationship between the parties. Neither of them has the authority to assume or create an obligation in the name and/or on behalf of the

other party. Furthermore, each party remains solely responsible for its acts, allegations, commitments, services, products and personnel.

- **Assignment.** This Contract shall not be assigned, in whole or in part, with or without compensation, by the Participant without the prior written consent of Cegid. The Participant accepts, however, that Cegid may assign or transfer this Contract freely, without any formality. Cegid will be released from its obligations under this Contract as of the date the Participant is notified of the assignment in writing, and it will not be held jointly and severally liable with the assignee.
- **Headings.** If there is an interpretation issue arising from a contradiction between a clause heading and a clause itself, the heading will be declared nonexistent.
- **Invalidity.** If one or more provisions of these Terms and Conditions are held to be invalid or declared as such pursuant to a law, regulation or final decision rendered by a competent court, the other provisions will remain in full force and scope. The parties will negotiate in good faith in order to replace the concerned provision by one or more provision(s) that is/are as close as possible to the common intention of the parties, or, if such common intention cannot be determined, to the intention of the party whose interest was protected by the invalid provision. This/these provision(s) will be enforced as of the date it/they is/are agreed upon.
- **Conciliation.** In case of a dispute relating to performance of the Contract, and prior to commencing any legal action, the parties shall attempt to settle through conciliation. They shall meet at the initiative of the most diligent party within eight (8) business days of reception of the letter requesting a conciliation meeting. The agenda is set by the party who initiates the conciliation. The decisions agreed upon between the parties have the value of a contract. This provision is legally independent from the Contract. It will continue to apply despite the invalidity, termination or destruction of the contract.

15- APPLICABLE LAW AND JURISDICTION

THIS CONTRACT IS GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF FRANCE. BOTH FRENCH SUBSTANTIVE AND PROCEDURAL RULES APPLY, NO MATTER WHERE THE MAIN OR ANCILLARY OBLIGATIONS ARE PERFORMED.

IN THE EVENT OF A DISPUTE AND IN THE ABSENCE OF AN OUT-OF-COURT SETTLEMENT, THE PARTIES AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE TRIBUNAL DE COMMERCE OF LYON, EVEN IF THE CASE INVOLVES SEVERAL DEFENDANTS OR THE INTRODUCTION OF THIRD-PARTIES.