

## Terms for Delivery Services

### 1. Definitions

<b>Agreement</b>	The Order Form, these Terms for Delivery Services, and any additional order(s) made in writing by the Customer and approved by Nexus in writing. The Order Form shall prevail in case of conflict with any other part of the Agreement.
<b>Customer</b>	The party with whom Nexus has entered into the Agreement.
<b>Order Form</b>	The order form to which these Terms for Delivery Services are attached. In case the Customer has placed its order without signing an order form, e.g. by using Nexus' web shop, or by acceptance of a quotation sent from Nexus, "Order Form" shall mean the confirmation of the order.
<b>Delivery Services</b>	Consultancy services provided by Nexus in accordance with these Terms for main, such as implementation, configuration services, upgrade assistance services or exit assistance.
<b>Terms for Delivery Services</b>	These Terms for Delivery Services.
<b>Result</b>	The result to be achieved by Nexus and specified in the SOW, should Nexus provide project based Delivery Services.
<b>SOW</b>	A written statement of work detailing the assignment to be carried out by Nexus.

### 2. Introduction

- 2.1. The Agreement shall apply for any Delivery Services that the parties agree that Nexus shall provide to the Customer.
- 2.2. Nexus will either provide the Delivery Services on an additional resource basis or as a project. In either event, the parties shall agree on and sign an SOW.

### 3. Delivery Services as additional resources

- 3.1. In the event Nexus provides the Delivery Services on an additional resource basis,

Nexus will remain responsible for managing the consultants assigned to the matter or for achieving any specific result. Nexus shall remain responsible in such event for providing the consultants with the necessary resources and permits to provide the Delivery Services. Unless otherwise is agreed, Nexus shall provide the consultants at the place agreed upon, during Monday – Friday between 09.00 and 17.00 local time"

- 3.2. Delivery Services provided on an additional resource basis shall be provided from and to the date agreed between the parties, or until the Customer terminates the Delivery Services for convenience with 30 days' prior written notice.

### 4. Project based Delivery Services

- 4.1. Should the Delivery Services be project based, Nexus shall be responsible for achieving the Result. The project specifics, such as implementation plan, time schedules and the Result shall be specified in the SOW. Nexus may freely determine the methods and tools necessary for providing the Delivery Services unless the Parties have agreed otherwise. The Customer shall contribute with the resources reasonably requested by Nexus and as agreed by the parties in the SOW.

### 5. Acceptance

- 5.1. Nexus shall inform the Customer about the date as of which the Deliverables will be ready for acceptance testing ("Acceptance Readiness Date"). The Customer shall then promptly commence to carry out the agreed acceptance testing procedures, exclusively to verify compliance of the Deliverables with the SOW.
- 5.2. Within ten (10) calendar days as of the Acceptance Readiness Date or as of the receipt of the respective notice indicating the Acceptance Readiness Date, whichever is later, ("Acceptance Deadline"), the Customer shall declare in writing acceptance, acceptance with reservation or its refusal to accept. The Deliverables are deemed to be accepted if the Customer does not declare in writing its refusal to accept within the Acceptance Deadline. Any such refusal or acceptance with reservation shall include the detailed description of the material defects which prevent the acceptance (without reservation).

- 5.3. In any event, the Deliverables shall be deemed to be accepted if the Customer actually makes use of the Deliverables (other than for mere purposes of the acceptance testing).
- 5.4. The Customer shall accept the Deliverables in case there are no material defects; in case of non-material defects, the Customer is not entitled to refuse acceptance but shall instead accept the Deliverables with reservation.
- 5.5. In case of defects, Nexus will rectify the defect within a reasonable time not shorter than thirty (30) calendar days as of receipt the Customer's refusal to accept or acceptance with reservation.
- 5.6. If a Deliverable is materially defective after the second rectification and the Customer therefore refuses to accept, the Customer can declare acceptance with reservation and reduce Nexus' remuneration claims adequately in view of the remaining defects or – provided that the Deliverable Works is of no reasonable use for the Customer – rescind the underlying Individual Contract. Nexus can refuse the Customer's demand to further rectifications.
- 5.7. If Nexus fails to have the Deliverable ready for acceptance testing in due time, the Parties shall agree on a reasonable additional time period (not to be shorter than thirty (30) calendar days) for Nexus to deliver the Project for Works. If after such additional time period the Deliverable is still not ready for acceptance testing, the Customer may set a final deadline by written notice (not to be shorter than twenty (20) calendar days after Nexus received the Customer's notification). Such written notice shall provide a warning that the Customer may rescind the Individual Contract if the final deadline expires. In the event the Deliverable is still not ready for acceptance testing at such final deadline, the Customer shall be entitled to rescind the respective Individual Contract.
- 5.8. If the Customer causes a delay, Nexus shall be entitled to adjust the terms of the Delivery Services, such as but not limited to the time schedules, and to be compensated for any additional costs incurred by Nexus due to such delay.
- 5.9. Once the Result is accepted, the Customer shall be granted a perpetual, non-exclusive, non-transferable, non-sublicensable, worldwide limited license to use the Result in accordance with the terms of the Agreement.

## **6. Miscellaneous**

- 6.1. Regardless if Nexus provide the Delivery Services on an additional resource basis or as a project, in case of termination of the Services and this is not due to a material breach by Nexus, Nexus shall have the right to receive full compensation for the time and material Nexus has provided to the Customer or as other agreed between Nexus and the Customer in writing.

## **7. Limitation of liability**

- 7.1. Nexus shall not be liable for failure to meet its obligations under this Agreement if failure is caused by (i) Customer Data or Customer, or (ii) the Customer's non-compliance with its obligations under this Agreement.
- 7.2. Nexus's liability to the Customer is limited to the repair of direct damage caused by poor performance of its contractual obligations.
- 7.3. The limitation with regards to the aggregate and total liability amount under these Delivery Services Terms shall correspond to the fees paid by the Customer for the Delivery Services.
- 7.4. Neither party shall in any event be liable to the other party for any indirect or consequential damages, including but not limited to, loss of production, loss of data, loss of business, loss of investment, loss of revenue and loss of goodwill.

## **8. Governing law and dispute resolution**

- 8.1. The applicable law shall be the laws of France. Except where agreed amicably, the Commercial Court of Paris shall have exclusive jurisdiction over any disputes relating to the creation, performance or interpretation of these General Terms and Conditions of Sale.
- 8.2. This clause shall also apply to emergency proceedings, activation of guarantee, incidental claims or cases where there is more than one defendant, whatever the manner and method of payment may be.
- 8.3. In the case of export sales (as per the definition in Nexus Terms and Conditions for Software as a Service), any disputes relating to the creation, performance or interpretation of these General Terms and Conditions shall be submitted to a panel of three (3) arbitrators appointed pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The Arbitration panel shall have its seat in Paris (France), shall rule in French and shall apply French law. The arbitration award may be invoked before any court with

jurisdiction to recognize it and shall be enforceable pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 10 June 1958.

## **9. Data Protection**

9.1. Nexus regards data protection as a significant prerequisite for successfully conducting business, and we are committed to take any necessary measures to assess and safeguard the personal data we process. Therefore, we continuously review and update our practices in accordance with applicable data protection rules and regulations (including EU Regulation 2016/679, more commonly referred to as the GDPR). We have for instance implemented technical and organizational measures to

ensure that such data protection related requirements are applied both by us as well as by our external service providers and other suppliers. For more information about how Nexus processes personal data, please visit our webpage: [www.nexusgroup.com/privacy-policy](http://www.nexusgroup.com/privacy-policy).

9.2. Nexus processes personal data as a data processor for the purposes of providing the Delivery Services outlined in the Agreement. Further information about the provisions of these processing activities can be found in the data processing agreement, visible on the following webpage:  
[www.nexusgroup.com/terms-and-conditions](http://www.nexusgroup.com/terms-and-conditions).