

## INCS Special Terms for the Delivery of Nexus 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 INCS 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 INCS 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 INCS' web shop, or by acceptance of a quotation sent from INCS, "Order Form" shall mean the confirmation of the order.
<b>Delivery Services</b>	Consultancy services provided by INCS 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 the company IN Continu et Services (hereinafter "INCS") and specified in the SOW, should INCS provide project-based Delivery Services.
<b>SOW</b>	A written statement of work detailing the assignment to be carried out by INCS.

### 2. Introduction

- 2.1. This Agreement shall apply for any Delivery Services provided by INCS to the Customer and which are related to Nexus' Products (e.g. Nexus GO WorkForce, Nexus GO WorkPlace, Nexus GO IoT, etc.). Services provided by INCS which are related to other products are not governed by the present terms.
- 2.2. INCS 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. The Delivery Services shall be performed in a professional and workmanlike manner.
- 3.2. In the event INCS provides the Delivery Services on an additional resource basis INCS will not be responsible for managing the consultants assigned to the matter or for achieving any specific result. The Customer shall in such event be responsible for providing the consultants with the necessary resources and permits to provide the Delivery Services. Unless otherwise is agreed, INCS shall provide the consultants at the place agreed upon, during Monday – Friday between 09.00 and 17.00 local time.
- 3.3. 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, INCS 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. INCS 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 INCS and as agreed by the parties in the SOW.

### 5. Acceptance

- 5.1. INCS 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, INCS 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 INCS' 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. INCS can refuse the Customer's demand to further rectifications.
- 5.7. If INCS 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 INCS 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 INCS 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, INCS 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 INCS 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 INCS 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 INCS, INCS shall have the right to receive full compensation for the time and material INCS has provided to the Customer or as other agreed between INCS and the Customer in writing.
- 6.2. The Customer is informed that part of or all of the services may be delivered by Nexus Group, which is part of IN Groupe.

## **7. Limitation of liability**

The terms regarding limitation of liability set out in the Agreement shall apply. However, in no event will INCS be liable to the Customer for any special, incidental, indirect or consequential damages (including loss of data, profits or revenue, cost of capital or downtime costs), or for any exemplary or punitive damages arising out of any performance of this Agreement or any purchase order, regardless of whether such damages are based in tort, warranty, contract or any other legal theory, even if advised of the possibility of such damages. Regarding direct damages, in no event shall INCS' liability to Customer under this Agreement exceed the amount paid by Customer to INCS for the Delivery Services.

## **8. Data Protection**

- 8.1. INCS 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.



8.2. INCS may process personal data as a data processor for the purposes of providing the Delivery Services outlined in the Agreement. In such case, the parties shall enter into a data processing agreement.

**9. Governing law and dispute resolution**

- 9.1. This Agreement shall be governed by and construed in accordance with substantive French law.
- 9.2. The place of jurisdiction for any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, are the courts of Paris, France.