GENERAL TERMS AND CONDITIONS
(SaaS Software Services and Provision of Services)

1. Purpose of the General Terms and Conditions

The purpose of these General Terms and Conditions (hereinafter "GTC") is to set out the general terms and conditions under which P2B Solutions (hereinafter the "Service Provider") provides a Professional Client (hereinafter the "Client") with software services and, possibly, customized services (jointly defined as the "Services") described in the Order.

2. Contractual Documents

The Contract that governs the contractual relations between the Parties (hereinafter the "Contract"), consists of the contractual documents listed below to the exclusion of any other document, in descending order:

- The Order. This Order may be customized following a request buy the Client (signed commercial proposal) or a standard Order placed online from the https://www.mydsomanager.com/ website
- Any Special Conditions (SC) (in particular those relating to the processing of personal data)
- These General Terms and Conditions (GTC) and its appendices

The contractual documents are mutually explanatory. However, in the event of contradiction between them, the higher-ranking document shall prevail.
The Client waives the application of its own general terms and conditions. The stipulations provided for in the Client's invoices or purchase orders may not under any circumstances derogate from the stipulations of the contractual documents mentioned above.
The Contract constitutes the full and sole agreement of the Parties on the provisions that are the subject of the Contract. Consequently, as of its entry into force, it replaces any contract, agreement, exchange of letters or verbal agreement and other negotiations, including previous versions of the contract that may have taken place between the Parties prior to the date of entry into force of the Contract and having the same purpose, unless the Client expressly disagrees by registered letter with acknowledgement of receipt within 15 days of the communication of this Contract to the latter.
The Contract may only be modified by means of a new Order.

3. Formation of the Contract

3.1 General Provisions

The Contract may be formed electronically or otherwise.
For customized Orders, the Client undertakes, during a prior information phase, to communicate to the Service Provider in writing its statement of needs and any useful, precise, complete and unequivocal information required to determine the specificities of its needs.
The Client declares that it has been fully informed of the Services, which are the subject of the Contract, and acknowledges that the Service Provider has been at the Client's entire disposal to inform it of everything that was essential according to the needs expressed by the Client.
The Service Provider shall, applying its specific know-how, respond to the Client's request, which considers that it does not have the capacity to provide the subscribed Services in-house itself.
The Contract is deemed to have been drawn up by the Service Provider upon receipt of the Order signed by the Client.
The fact that the Client has the Service Provider perform the Services specified in the Order constitutes full and complete acceptance of the said Order and the contractual documents in all their terms and conditions.

3.2 Provisions Specific to Orders Placed Online

It is stipulated that the Parties intend to derogate from the provisions of Articles 1127-1 and 1127-2 of the Civil Code on contracts concluded electronically.

- Free trial period of 15 days

Prior to any online Order, a 15 calendar day free trial period of the Solution is offered on the Service Provider's showcase site. This free trial applies to the Premium, Business, and Pro versions of the Solution. To benefit from this free trial, Internet users are invited to create an account and enter their contact details (surname, first name, email address, company name, username and password). This ensures that personal information is accurate, true and up-to-date.
After creating the account, the Internet user receives an email confirming the creation of the account and is invited to accept the General Terms and Conditions of Use before accessing the Solution. At the end of the 15-day trial period, users are invited, if they so wish, to subscribe to one of the versions (Premium, Business, Pro) of the Solution by placing an Order on the site.
Users are informed that their account and the data that they have entered into the Solution will be automatically deleted by the Service Provider at the end of a period of 3 months from the start of the trial period, if they fail to place an Order within this period.

- Orders placed at the end of the trial period for one of the Premium, Business, or Pro versions of the Solution

At the end of the free trial period, Users are invited to place an Order from the website for one of the Premium, Business, or Pro versions of the Solution.
If a Client places an order it must accept these General Terms and Conditions by ticking the box on the site provided for this purpose.
Final acceptance of the Order is carried out by clicking on the "Confirm" button to access payment.
Confirmation of the order is presented on the website after the Client's final acceptance thereof. The order confirmation includes a summary of the contents of the Order, the order number, date and time, the payment method used, the detailed amount of the order and the Client's invoicing address. Confirmation of the Order is sent to the Client by e-mail at the same time.
At any time, Clients may access details of their Orders placed via their Client account or by sending an email to the Service Provider at the following address: contact@mydsomanager.com
Orders and invoices are available from the Solution.
The Service Provider reserves the right to block an order, particularly in the event of suspected or proven fraud (compromised usernames, etc.).

Clients may, depending on the package chosen, create several User accounts intended for any individual of their choice and configure the Solution themselves.

4. Definitions

For the performance of the Contract, terms and expressions with an initial capital letter shall be understood as follows:
"Software Solution" or "Solution" or "My DSO Manager": refers to the coherent and homogeneous whole which incorporates various components (computer programs including software, settings, any specific developments, upgrades, documentation, databases, a graphic charter, etc.), implemented by the Service

Provider, over which the Service Provider has intellectual property rights, and from which the Client is offered application functionalities for debt collection and Client risk management. In particular, depending on the choices made by the Client, the Solution provides functionalities relating to Client collection reminders, Client risk assessment and management. Depending on the options chosen by the Client and the technical feasibility, the Solution may communicate with the software used by the Client (EDM, accounting, ERP, etc.).
"Beneficiary(ies)": refers to any legal entity that may benefit from the Contract, in the name and on behalf of which the Client makes a commitment under the Contract. The term "Client" used in the Contract shall also refer to the Beneficiaries. The Beneficiaries shall not make any claim or participate, directly or indirectly, in any action or proceedings against the Service Provider under the Contract. The Client is fully responsible for the performance and compliance with the Contract by the Beneficiaries for which they vouch and which they guarantee.
"Services": refers to the services subscribed to by the Client and referred to in the Order. These Services may consist of:

- Software Services ("Software Services"): refer to the services provided by the Service Provider to provide the Solution to the Client, via remote access over the Internet and maintaining it in operational condition: hosting, security, availability, back-up, corrective and ongoing maintenance, support service, etc.
- Services ("Services"): refer to any implementation services provided for in the Customized Order.

"PNS (Open Items)": refers to the number of accounting lines (invoices, credit notes, miscellaneous transactions, etc.) issued and not yet entered in the accounts. The closed items that are archived in the Solution are not recorded in the Open Items.
"SaaS" or "Software as a Service": refers to the method of remote access and use by the Client, potential Beneficiaries and Users of the Solution via the Internet, from a computer, tablet or mobile.
"User": refers to any natural person attached to the Client and/or Beneficiaries, authorised to access and use the Solution in accordance with the General Terms and Conditions of Use (GTCU) available on request. The Client is fully responsible for ensuring that the Users comply with the GTCU, for which it vouches and which it guarantees.

5. Software Services Terms and Conditions

The Software Services provided by the Service Provider enable the Client, Beneficiaries and Users to access and use the Solution throughout the Contract. The Software Services subscribed by the Client are those referred to in the Order.

5.1 Nature of the Software Services
These Software Services include:

- The right to access and use the Solution, granted to the Client, Beneficiaries and Users under the conditions as set out in Article 11 of these General Terms and Conditions. The scope of this right can be variable depending on the options chosen by the Client (super administrator/administrator/User profile – limited or unlimited number of users – number of simultaneous accesses). Unless otherwise indicated in the Order and/or any appendices, the number of users and simultaneous accesses granted is unlimited for customized Orders.
During the production phase, the Client will have access to the functionalities of the Solution, based on its subscription. The Service Provider supplies a user manual, in the form of online help.

- Hosting of the Solution and the data it contains - server operation and facilities management
The Client is informed that no health data may be hosted by the Service Provider under the Contract.

- Corrective and ongoing maintenance of the Solution
Corrective maintenance aims to correct anomalies specific to the Solution that occurred during the production phase.
However, the Service Provider cannot guarantee the total absence of anomalies. Furthermore, maintenance is not applicable in the event of the Client's refusal to co-operate in resolving anomalies and in particular to respond to questions and requests for information issued by the support service; any use of the Solution that does not comply with its intended purpose or the instructions given by the Service Provider, in particular, if the anomaly is due to an event or environment under the control of the Client or a User; installation of software or operating systems that are incompatible with the Solution; failure of electronic communication networks; deliberate act of degradation, malice, sabotage; deterioration due to a case of force majeure; non-compliance with the conditions of the Contract.
The purpose of the ongoing maintenance provided for in the Contract is to carry out minor updates to the Solution, with no request by the Client.

- The support service
This remote assistance service is available to the Client by email support@mydsomanager.com during business hours, from Monday to Friday, from 8:30 to 12:30, and from 13:30 to 18:00, from Monday to Thursday, Friday, the service ends at 17:00 (closed on Saturdays, Sundays and public holidays).

- The availability of the Solution
The Service Provider shall use all commercially reasonable efforts to ensure the availability of the Solution, except during maintenance periods.
The Service Provider may occasionally interrupt the Software Services for maintenance and/or improvement work, without the Client being entitled to claim any compensation.

- The security of the Solution.
The Service Provider shall take all necessary steps to perform the Software Services entrusted to it under such security conditions as are compliant with its Security Policy, which is available on request.

5.2 Technical prerequisites incumbent upon the Client
The Client undertakes to implement the following technical resources under its responsibility before implementing the Solution:

- Internet access via a secure line or IPSec tunnel. The Client is responsible for concluding contracts with Internet service providers to securely access the Solution
- compliance with the conditions set out in the interface guide provided at the launch meeting for Customized Orders ("Interface Guide")
- Microsoft Office or equivalent
- Acrobat Viewer
- accounting of software used by the Client using the Solution (EDM, ERP, accounting, etc.).

5.3 Management of Solution usernames and access passwords
When the Client has access to the Solution in administrator (or super administrator or Credit Manager) mode, it assumes full responsibility for managing User accounts and usernames and passwords.
The Client, and the Users for which the Client is the guarantor, undertake to keep usernames and passwords strictly confidential and to comply with the security instructions communicated by the Service Provider.

The Client undertakes to immediately inform the Service Provider of any fraudulent use and any risk of such use so that the Service Provider may take any necessary measures.
The Client undertakes to remove all access to an Employee User immediately upon termination of his/her employment contract or to a Service Provider User immediately at the end of his/her assignment.

5.4 Network interconnection

Interconnection links may be established between the Service Provider's Solution and the Client's IT system. In this respect, the Client undertakes to take all appropriate security measures in respect of the following aspects:

- make all Users having access to the Solution aware of the security measures to be implemented;
- the workstations of Users through which they connect to the Solution (or any other software that may be made available to the Client under this Contract) must be subject to appropriate data protection measures;
- the Client's networks must be appropriately secured, in particular with regard to access management and any system designed to prevent computer attacks.

The Client must implement the necessary means and take every precaution to avoid the introduction of any virus into its information system, in particular by regularly updating anti-virus software and security patches.
The Client guarantees appropriate management of technical vulnerabilities.

5.5 Modification of Software Services during the Contract

The Service Provider reserves the right to modify the Software Services during the term of the Contract (e.g. Solution functionalities, hosting conditions, security, availability, maintenance, etc.).
In particular, the Service Provider reserves the right to modify the characteristics of its technical infrastructures and the choice of its sub-contractor suppliers at any time. These modifications must, however, make it possible to offer services at least equivalent to those provided at the time the Contract was signed.
The Client shall be informed by post of any modification likely to substantially degrade or reduce the Software Services, at least thirty (30) working days before the implementation of the modification. If these conditions are unacceptable to the Client, it will have the option of terminating the Contract by sending a registered letter with acknowledgement of receipt, within thirty (30) working days of notification of the modification. Termination of the Contract shall take effect at the end of a period of notice of three (3) months from receipt of this letter. The Service Provider will then reimburse the Client pro rata temporis any amounts paid in advance corresponding to the current annual period.

6. Terms and Conditions relating to the Services (Customized Order excluding Online Order)

At the Client's request, the Service Provider may be required to provide customized Services, in addition to the Software Services referred to in Article 5. Such Services are those specified in the Customized Order.

Each customized Order shall give rise to a launch meeting dedicated to analysing the Client's functional requirements and providing an Interface Guide including in particular the Client's prerequisites relating to the creation of its data files, their format and their transfer to the Service Provider. The Client will have access to the Solution as soon as the launch meeting has been held.

The Service Provider shall provide Services in order to meet the needs expressed by the Client as formalised in the Order.

These may include settings, specific developments, creation of interfaces, manually importing Client data (PNS, Client contact file) into the Solution, installation of connectors or FTP/SFTP, integration of the Client's logo, training in use, as the case may be. The completion times for this project phase are indicative. Once this stage has been completed, an acceptance procedure may be carried out to enable the Client to verify that the implementation Services provided by the Service Provider are conform and to accept them. In any event, the production of the Solution at the Client's request without prior implementation of an acceptance procedure shall constitute tacit acceptance by the Client of the conformity of the implementation services and more generally of the Solution.

The Order may stipulate that all or part of the Services will be carried out on the Client's premises. In this case, the Client undertakes to provide the Service Provider with a space dedicated to the performance of the Services as well as the resources necessary for their performance. The Service Provider's personnel who may be required to work on the Client's premises shall comply with the provisions of the internal regulations relating to the health and safety rules in force on said premises. The Service Provider's teams will be accepted on the days and hours that the Client's premises are open. The Service Provider shall set the working hours of its personnel within this time slot.

7. Obligations of the Parties

7.1 Reciprocal obligations relating to the provision of customized services

The Parties undertake to work closely together to ensure the smooth running of the Services. They undertake to provide each other with help and assistance to quickly overcome any difficulties or incidents that may arise during the performance of the Services.
Each Party undertakes to appoint special contacts responsible for relations with the other Party. These contacts are listed in the Order or in the appendix.
The Parties undertake, if necessary, as soon as the Contract comes into force, to set up a committee to monitor the Services and to establish a schedule of meetings to exchange any information that may be required.

7.2 Obligations of the Service Provider

The Service Provider undertakes to exercise all due care and diligence necessary for the proper performance of the Contract and to keep the Client informed of any difficulties or incidents that may arise during the performance of the Services. The Service Provider undertakes to implement whatever resources may be necessary for the performance of the Services as defined in this Contract.

7.2.1 Security

The Service Provider shall take all necessary measures to perform the Services entrusted to it under safe conditions in accordance with the legal obligations in force and in accordance with its Security Policy.
Customer data are sent over the Internet after encryption according to the SSL protocol. Access codes are encrypted in a database.

7.2.2 Resources implemented

The Service Provider is responsible for selecting and assigning the members of the team responsible for performing the Services as well as for their professional competence and qualities. The Service Provider undertakes to do whatever may be necessary to maintain the same level of quality of the team members throughout the duration of the Contract. The Service Provider certifies that the Services entrusted to it will be performed by employees lawfully employed with regard to Articles L3243-1, L3243-2, L3243-4 and L1221-10, L1221-13 and L1221-

15 of the French Labour Code. The Service Provider's employees shall perform the Services, where applicable, on the site(s) defined in the Purchase Order, in a dedicated space. If the Service is performed on the Client's premises, the Service Provider will assign an employee to the operational monitoring of the services (hereinafter "the Client Advisor"). Except in special circumstances, the Client Advisor will carry out regular visits, the purpose of which will be to ensure the smooth running of the Services in accordance with the Client's request or needs. The Service Provider's employees shall remain under the sole hierarchical, disciplinary and operational legal authority of the Service Provider throughout the term of the Contract. In this respect, it is expressly stated that the Service Provider alone, in its capacity as employer, ensures the administrative, accounting and social management of its employees involved in the performance of the services provided for herein. Under no circumstances shall the Client send any observations directly to the Service Provider's personnel, but agrees to inform its designated contact as defined in the Purchase Order. Any observation concerning the behaviour of a member of the Service Provider's personnel on the Client's premises shall be communicated in writing by the Client to the Service Provider, who shall remain free to decide upon any disciplinary measures. In addition, the Service Provider reserves the right to redeploy its personnel when the labour legislation so requires and when the normal performance of the employment contract of this personnel makes it necessary.

7.2.3 Possible penalties

Unless otherwise indicated, the Service Provider is not subject to any penalty. When penalties are payable by the Service Provider at the time of the Order, such penalties shall not in any event exceed five (5)% of the monthly price excluding VAT invoiced by the Service Provider during the month concerned by the fault notwithstanding any indication to the contrary, for any reason whatsoever. Penalties are invoiced in the month following the month in which the non-performance was noted. They are paid within 45 days of the invoice issue date. No penalty is applicable if the non-performance is not exclusively attributable to the Service Provider or in the event of force majeure. Furthermore, no penalty is applicable during the implementation and/or ramp-up phase of the Services.

7.3 General Obligations of the Client

7.3.1 Obligation to collaborate

The Client shall provide the Service Provider, as soon as possible, with any information that the Service Provider deems necessary for the proper performance of the Services as defined in the Contract as well as any accurate, legible and complete documents and data, required for the performance of the services.

7.3.2 Obligation to check the provision of Services

It is the Client's responsibility to check the Services provided by the Service Provider. If no claim is made in writing within 15 days of the date of performance of the Services, the latter shall be considered to have been accepted.

7.3.3 Provision of equipment

In the event that the execution of this contract were to require the equipment to be made available by the Client, the latter undertakes to make it available to the Service Provider under the conditions defined below.
The cost and maintenance of such equipment shall be borne by the Client. The Client shall be responsible for insuring this equipment. Failure by the Client to fulfil their obligation to maintain their equipment will result in the Service Provider being exonerated of any liability for any damage that may result in the performance of the Services.

7.3.4 Using the Solution

The Client is solely responsible for:

- its use of the Solution,
- the purposes for which it uses it,
- the use of the results provided by the Solution,
- the data that it enters into the Solution or provides to the Service Provider.

The Client is fully responsible for the content that it enters into the Solution or that it transmits to the Service Provider.
The Client undertakes to use the Solution provided by the Service Provider for lawful purposes only, in accordance with the law, regulations in force, public order and morality. It undertakes to pass on this obligation to any Beneficiary and User of the Solution.
The Client also undertakes not to use the Solution for the purpose of hindering or altering its operation, in particular by intentionally or unintentionally obstructing it by the untimely transfer of content, outside its intended use.
The Client is responsible for keeping all their original accounting documents and performing its own backups. The Service Provider does not provide an electronic archiving service.

8. Change of Solution version during the Contract

For online Orders, during the Contract the Client will be able to change version (Premium, Business, Pro) directly from its Client account.

Any change of version during the term of the Contract shall be confirmed by the Service Provider by email who shall issue an adjustment invoice.

The Client shall be liable for the price of the subscription corresponding to the previous package in proportion to its use and until the date of confirmation of its request for modification and then the price relating to the new version pro rata temporis, from the following day.

9. Financial Conditions

9.1 Determination

The financial conditions relating to the Services are defined in the Order.
The price of the subscription is fixed and includes all the Software Services subscribed to by the Client. This price depends, in particular, on the maximum number of subscribed Open Items.

All prices are given in euros, excluding costs and taxes plus VAT or other tax applicable at the rate in force on the invoice date.
Under no circumstances may the Client offset, reduce or change prices or suspend payment in advance.

9.2 Invoicing and Payment

For customized Orders:
Unless otherwise specified in the Order, the Services are payable in accordance with the following schedule: 50% upon signature of the Order or submission of the interface guide and the balance upon acceptance of the Solution (technical validation).
If the Client has opted for a training service, this is payable after completion of the training.

Invoices relating to the Services are payable within 10 days of the date of issue of the invoice.

The price of a subscription to the Solution is payable in advance, based on the chosen subscription length, monthly, quarterly or annually, by bank transfer or SEPA direct debit.

For Orders placed online, the Client may pay by bank card, PayPal or bank transfer. Payments are based on the chosen subscription period: monthly, quarterly or annually.

Any amount not paid within this period will be subject to an interest rate equal to 3 times the legal interest rate as a late payment penalty as well as a fixed compensation for recovery costs of €40 in accordance with Article D 441-5 of the French Commercial Code. Furthermore, if the recovery costs incurred exceed the amount of this fixed compensation, the Service Provider may request additional compensation, subject to justification.

9.3 Tariff Revisions

Unless otherwise indicated in the Order, prices may be revised at the Service Provider's discretion, annually on the anniversary date of the subscription, according to the following revision formula: Pn = Po x (Sn/So).
In which:
Pn = represents the recalculated prices applicable for the year,
Po = represents the initial prices,
Sn = represents the last known SYNTEC index on the day of the price review,
So = represents the SYNTEC index on the date the Contract comes into force.
If the SYNTEC index were to cease to exist, the Parties shall determine the new reference by mutual agreement. This new index must be chosen in such a way that it is as close as possible to the index that no longer exists and that it respects the spirit of the Parties and the purpose of the Contract. The new price will be automatically applied to all services carried out after the price review date.

10. Entry into force and Term of the Contract

For online Orders, the Contract shall enter into force on the date of the Order. The subscription term may be, at the Client's discretion, one month, one quarter or one year.
For customized Orders, the Contract shall come into effect on the date the Order is signed by the Client and shall cover the implementation phase of the Solution and the subscription, for a period of one month from the date of the launch meeting, unless otherwise provided for in the Order.

At the end of the initial commitment period, the subscription will be automatically extended for periods of the same duration as its initial duration, unless terminated in writing by one or other of the Parties, subject to notice of:
- 8 working days for monthly subscriptions
-15 working days for quarterly subscriptions
- 30 working days for annual subscriptions
To terminate the Contract, the Client may send an email to the Service Provider at the following address: unsubscribe@mydsomanager.com. The Service Provider shall acknowledge receipt of its request by email.
Termination of the Contract shall entail the obligation for the Client to pay the Service Provider all outstanding amounts at the latest on the day of the end of the Contract.

11. Confidentiality

The Parties acknowledge the confidential nature of all information exchanged between them during the negotiation of the Contract and during its performance as well as the information and data on the basis of which the Services are performed, and undertake to keep them confidential.
Consequently, the Parties expressly undertake:

- to respect the confidential nature of the information and/or documents of the other Party, and to take all necessary measures to prevent, unless the other Party gives their prior written permission, the disclosure, whether voluntary or involuntary, directly or indirectly, to any person other than its employees or associates assigned to the performance of the Services,
- to use this information and/or documents only for the performance of the services arising from this Contract,
- not to make any copies, of any kind whatsoever, of the confidential information and/or documents, unless copies are necessary for the proper performance of the services,
- to return or destroy all such information and documents at the end of the Contract and/or at the first request of the other Party.

Each Party undertakes to make every effort to ensure compliance with this confidentiality obligation by all of its staff or any other person assigned to the performance of the contract.

This confidentiality obligation does not apply to that part of the information which is:

- accessible to the public on the date it is communicated by the issuing Party to the receiving Party, or which becomes accessible after this date without any fault on the part of the receiving Party;
- already known to the receiving Party at the time it is communicated by the issuing Party;
- provided to the receiving Party with express exemption from the disclosing Party's obligation of confidentiality;

This confidentiality obligation shall apply to each Party throughout the term of the Contract and shall continue for a period of five years from the end of the Contract for any reason whatsoever.

12. Intellectual Property

12.1 Intellectual Property Rights of the Service Provider and Right of Use granted to the Client

The Service Provider holds the intellectual property rights enabling it to grant the Client, Beneficiaries and Users the right to use the Solution in accordance with this Contract.
The Client acknowledges that the Contract does not confer on it any property right over these elements. The provision of the Solution under the conditions set out in the Contract shall not be construed as the assignment of any intellectual property right to the benefit of the Client, Beneficiaries and Users, within the meaning of the French Intellectual Property Code.
Thus, the right of access and use granted under this Contract is exclusive of any transfer of intellectual property rights. This concerns in particular the rights referred to in Articles L 122-1, L 122-6, L 122-7 of the Intellectual Property Code.

The Service Provider grants the Client, Beneficiaries and Users, throughout the term of the Contract and worldwide, a non-exclusive right of access and use, which is non-exclusive, non-assignable and non-transferable.
Under no circumstances may the Client make the Solution available to a third party other than a Beneficiary or an authorised User, and is strictly prohibited from any other use outside the scope of this Contract, in particular any reproduction, adaptation, modification, representation, translation, arrangement, distribution, decompilation, without this list being exhaustive.
The Client undertakes not to infringe in any way whatsoever the Service Provider's rights to the Solution and not to carry out acts likely to result in the counterfeiting of all or part of any element or component of the Solution.

The Client is informed of the fact that any use of the Solution that does not comply with the provisions hereof exposes them to legal action (unfair competition, counterfeiting, etc.).
In any event, the Client shall remain liable to the Service Provider for any breach of the foregoing commitments, whether as a result of their actions, of the actions of a Beneficiary, a User or the actions of their employees and/or service providers.
The Service Provider may be required to use pre-existing software for which it has obtained the rights necessary for their use.
In particular, the Client is informed that the Solution may use “free” or “open source” modules or libraries.
The Client is informed that the licences relating to these modules or libraries may contain pure and simple exclusions from all guarantees. In this case, the Client accepts that the Service Provider may not give the Client any more guarantees than the Service Provider itself holds from the licences for these modules or libraries. The Service Provider therefore excludes any warranty relating to so-called "free" or "open source" modules or libraries for which the licenses may contain a warranty exclusion.

12.2 Intellectual Property Rights of the Client and Right of Use granted to the Service Provider

The intellectual property elements made available to the Service Provider by the Client and Beneficiaries for the performance of the Services remain the exclusive property of the Client and Beneficiaries in accordance with the intellectual property code. The Service Provider shall only have a personal, non-assignable and non-transferable right of use over the said intellectual property elements, solely for the Services covered by the Contract and for the sole duration thereof.
The Service Provider shall therefore refrain from using these intellectual property elements outside the purpose of the Contract and after the end of the Contract for any reason whatsoever.
The Client undertakes to take personal responsibility for any claim and/or procedure of any kind brought against the Service Provider by any third party and which is linked, directly or indirectly, to the use of these elements and shall bear any amount that may be claimed from the Service Provider in this respect.

12.3 Hold harmless clause

The Service Provider shall hold the Client harmless against any action for infringement and shall be responsible, subject to the provisions of the following paragraphs, for all damages and interest which the Client may be ordered to pay by a court decision that has become final and having as its sole basis the proof of infringement of the Solution on French territory. This guarantee is subject to the condition (i) that the Client shall have immediately notified, in writing, the action for infringement or the declaration which preceded this action and (ii) that the Service Provider has been able to defend its own interests and those of the Client and, to this end, that the Client has collaborated faithfully with said defence by providing all the elements, information and assistance necessary to successfully conduct such a defence.
In the event that the use of the Solution were to be prohibited as a result of an action for infringement or were to result, at the sole initiative of the Service Provider, from a transaction signed with the claimant for infringement, the Service Provider shall endeavour, at its choice and expense (i) either to obtain the right for the Client to continue using the Solution, or (ii) to modify the Solution subject of the concession in order to avoid said infringement, or (iii) to assume responsibility for the amount of any damages.
The Service Provider shall not incur any liability if the alleged infringement is based on a modification of the Solution carried out by others than the Service Provider, in the use of the Solution with software or other elements not approved by the Service Provider or in the use of the Solution in a way that does not comply with the specifications and instructions given by the Service Provider.

13. Protection of Personal Data

13.1. Definition

Personal Data: means any information relating to an identified or identifiable Person. An identifiable Person is one who can be identified directly or indirectly, in particular by reference to a username or to one or more elements specific to his or her identity.
Regulations: means the regulations applicable to the Service Provider and the Client on the date of the Processing in question, in particular Law No. 78-17 of 6 January 1978 (the “Data Protection Law” or “LIL”) and the General Data Protection Regulation (“GDPR”) 2016/679 of the European Parliament and of the Council of 27 April 2016.
Processing: means any operation or series of operations relating to Personal Data, such as collection, recording, organisation, storage, adaptation or modification, retrieval, consultation, use, communication by transmission, dissemination or any other form of provision, reconciliation or interconnection, as well as locking, erasure or destruction, regardless of whether this operation is carried out automatically or not.
Data Controller: means the Party that, alone or jointly, determines the purposes and means of any Processing. In the context of the performance of the Contract and with regard to the Service Provider, the Data Controller is here the Client and/or the Beneficiary.
Processor: means any natural or legal person who processes Personal Data on behalf of the Client who is the Data Controller. In the context of the performance of the Contract, the Processor is here the Service Provider.
Data Subject(s): means any natural person whose Personal Data may be subject to Processing by the Processor under the Contract.

13.2. Qualification of those involved

In the context of this contract, the Client and/or the Beneficiary is the Data Controller and, as such, alone defines the purposes and means of processing.
P2B Solutions is a Data Processor and may only act on Personal Data on the written instructions of the Client. The Processor undertakes to offer the same guarantees of protection of personal data as the Client, with regard to the Data Subjects.

13.3. Processing characteristics

Any Processing carried out under this initial Contract has the following characteristics:

Nature of the Processing:
Collection, import, recording, organisation, hosting, storage, adaptation, modification, retrieval, consultation, use, communication by transmission or dissemination or any other form of provision, reconciliation, deletion

Purposes of the Processing implemented:
Business relationship management
Settings & Tests
Training of Users
Software maintenance of the Solution and support service
Hosting of My DSO Manager and Data
Providing My DSO Manager online services

The processing instructions are:
- Collect Client Data, including from the Client's third-party service providers - Import Client Data from the software used by the Client
- Enter Client Data into the Solution
- Transfer Data to the Client's service providers (telephone number and SMS message to the service provider; name of the client, amount and number of any unpaid invoice for the payment service provider, follow-up letter to the DTP service provider)

- Send e-mails to the Client's addressees, including those outside the EU
- Perform statistics on payments, credit ratings and payer profiles (but without fully automated decision-making)
- Implement settings, install connectors, perform tests
- Perform maintenance operations for the Solution
- Provide the support service
- Host the Solution and the Data it contains
- Train administrators and Users

Categories of Personal Data processed:
-Client data (name of manager, postal address, email address, photo, telephone, fax, function, password id of My DSO Manager and third-party solutions, login logs, IP addresses)
-Data of the Client's users and employees (surname, first name, email, photo, telephone, fax, function, password id, login logs, IP addresses)
-The Client's Client Data:
Identification data (surname, first name, title, email, telephone, fax, function, postal address)
Invoice payment status data, rating and payer profile

The duration of the Processing corresponds to the duration of the contractual relationship between the Service Provider and the Client.
- Maximum 3 months after the end of the Contract (or of the unsuccessful trial period), the Data are automatically deleted
-Login logs and IP address = rolling 3-month basis

Categories of Data Subjects:
The Client's users, Clients and employees

If, in connection with an Order, the instructions and processing characteristics relating to the Processing of Personal Data are different from the provisions of this Article 12, the Parties agree to specify this in the Order or in a separate written document.

13.4. Obligations of the Data Controller

The Client and/or Beneficiary, in their capacity as Controller, undertake to comply with all the obligations incumbent upon them pursuant to the Regulations on the Protection of Personal Data, such as in particular the obligations to inform Data Subjects, any requests for authorisation, the existence of the legal bases for Processing, etc.
The Controller shall hold the Processor harmless from any conviction or financial consequence to which they may be exposed as a result of non-compliance with its obligations.

13.5. Obligations of the Processor

The Service Provider, in its capacity as Processor, undertakes to scrupulously comply with all its obligations under the Regulations on the Protection of Personal Data. The Service Provider's obligations are set out below.
- Compliance with processing instructions
The Processor undertakes to strictly comply with the written instructions of the Controller with regard to the use that may be made of Personal Data. The Service Provider undertakes, in particular, not to carry out any Processing of Personal Data that has not been expressly requested by the Client in the form of a written instruction.
- Use of serial processing
The Client is informed and agrees that the Processor may use serial processors in connection with this Contract, in particular to host the Solution.
Where the Processor engages another processor for carrying out specific Processing activities on behalf of the Controller, the same data protection obligations as set out in the Contract shall be imposed on that other processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of the Regulation and this Contract. Where that other processor fails to fulfil its Data Protection obligations, the initial Processor shall remain fully liable to the Controller for the performance of that other processor's obligations.
The list of serial processors is made available to the Client upon written request.
The Processor agrees to inform the Controller of the addition or change of processor by e-mail as soon as possible, if such change has a negative impact on the processing of its data. The Controller shall formulate any observation or objection in writing within fifteen days of receipt of this information. Failing any response within this period, the Controller acknowledges that it has thus authorised said processor. The Processor shall provide the Controller with any information enabling it to establish that the serial processor complies with the requirements of the Regulations.
- Obligation to help and assist the Processor
The Processor shall take into account the nature of the Processing and shall assist the Controller, by appropriate technical and organisational measures, to fulfil its obligation to respond to requests made by Data Subjects to exercise their rights under Chapter III of the GDPR.
The Processor shall provide the Controller with any information required to demonstrate compliance with the obligations set out in this article.
- Audit
The Client may, at its own expense, carry out or have carried out, by any service provider of its choice subject to professional secrecy, during the performance of this agreement, audits relating to compliance with the obligations of the Service Provider, with regard to the processing of Personal Data, under this Agreement. This right to audit is limited to one per year.
The Client undertakes to notify the Service Provider in writing of any audit assignment with a minimum notice period of ten (10) calendar days by informing it of the purpose of the assignment, the planned duration of the assignment, it being specified that this shall not exceed 4 days, and the names of the experts appointed.
The Parties shall mutually agree on the audit schedule, and the auditor undertakes to cause a minimum of disruption to the performance of the Services.
A copy of the audit report drawn up by the auditor shall be provided to each party and shall be examined jointly by the Parties who undertake to meet for this purpose.
If this audit confirms a breach by the Service Provider of its obligations, the Service Provider shall bear the audit costs and implement, at its expense, the necessary corrective measures within thirty (30) working days of the submission of the audit report. With the exception of the above, the Client shall bear all costs incurred by it in respect of audits. If no correction is made within the said period, the Client may terminate this agreement and the initial Contract for breach of contract under the conditions provided for in the initial Contract.
- Obligation to inform
The Processor shall promptly inform the Controller as soon as it becomes aware of the same if, in its opinion, an instruction constitutes a breach of the Regulations relating to Personal Data Protection.
- Obligation of confidentiality
The Processor is bound by a confidentiality obligation and is prohibited from communicating, whether free of charge or for a fee, the Personal Data to any third party whatsoever, except for the requirements of the Contract and only with the prior agreement of the Controller.
The Processor shall ensure that the persons authorised to process the Personal Data undertake to respect the confidentiality of the Personal Data or are subject to an appropriate legal obligation of confidentiality.
- Notification of Personal Data Breach
The Processor undertakes to notify the Controller as soon as it becomes aware of any breach or security flaw affecting Personal Data and to provide the Controller

with the information necessary to enable it to inform the supervisory authority and, if necessary, the Data Subjects.
- Transfers of Personal Data outside the European Union
The Processor undertakes not to transfer data to countries that do not have a so-called adequate level of protection within the meaning of the European data protection authorities. Failing this, the Processor undertakes to provide appropriate guarantees for any transfer of Data pursuant to Article 46 of the GDPR. Failing this, data may only be transferred in accordance with Article 49 of the GDPR.
- What happens to the Data at the end of the Contract
At the end of the Contract the Processor undertakes to destroy all the Data it holds, regardless of the reason for such end of the Contract, unless provided with express instructions by the Client that such Data should be returned and unless the Regulations require that Personal Data be retained.
- Security measures
The Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in order to avoid any loss, damage, alteration or unauthorised access to the Data.
The Processor shall take measures to ensure that any natural person acting under its authority, who has access to Personal Data, does not process it, except on instructions from the Client, unless required to do so by Union law or the law of a Member State.
- Records of processing operations
The Processor shall keep the Processing records at the disposal of the Client and/or the supervisory authority and shall provide them on request.

13.5. Contact details of the designated contact person

The Client is informed that the designated DPO is:
Thomas PEQUET – Project Manager
Email address: dpo@mydsomanager.com
The Client shall inform the Service Provider in the Order or by any other means of the identity and contact details of the contact person for the Processing of Personal Data.

14. Subcontracting / Assignment

The Client gives the Service Provider general authorisation to sub-contract all or part of the services, in particular to any service provider of its choice.
In any event, the Service Provider shall remain liable vis-à-vis the Client for the proper performance of the contract and the services by the processor it uses.
The Service Provider is also authorised to assign the Contract to any assignee of its choice. The assignment shall be notified to the Client. In the event of assignment of this Contract by the Service Provider, the Client agrees that the Service Provider shall not be jointly and severally liable for the proper performance of the Contract by the assignee.
Any assignment, subrogation, substitution or other form of transmission of this Contract by the Client is prohibited without the Service Provider's prior written consent.

15. Termination of the Contract – Consequence of the end of the Contract

In the event of a breach by either of the Parties of any one of its obligations under the Contract, the other Party shall be authorised, thirty (30) days after formal notice sent by registered letter with acknowledgement of receipt that has remained without effect, to terminate this Contract ipso jure by registered letter with acknowledgement of receipt without prejudice to any damages it may claim as a result of the breaches invoked.

At the end of the Contract, for whatever reason, the Client will no longer have access to the Solution and will no longer benefit from the Software Services.
The Client shall have a period of 3 months from the end of the Contract to recover or delete the data it has entered into the Solution. If the data are not returned within this period, they will be permanently deleted by the Service Provider.
The Contract does not include reversibility services at the end of the Contract or in the event of early termination.

16. Responsibility

The Service Provider may only be held liable vis-à-vis the Client for any direct damage that may be attributed to it under the Services entrusted to it under this Contract.
The Service Provider may not be held liable for any indirect loss, such as loss of turnover, loss of profit, loss of orders, loss of data, loss of opportunity, damage to its image or any other special damage or events beyond its control or any fact not attributable to it.
The Service Provider is only responsible for the tasks expressly assigned to it in this Contract. The Service Provider shall not be held liable in any way whatsoever for any use made by the Client of the results of the Services, nor for the content of the data or documents provided to it by the Client and/or integrated into the Solution.

Under no circumstances may the Service Provider be held liable in the event of:

- Failure, negligence, omission or default by the Client, Beneficiaries or User that would constitute the exclusive cause of the occurrence of the damage,
- accidental loss or destruction of data by the Client, a Beneficiary or a User;
- Any negligence or omission by a third party other than a subcontractor over which the Service Provider has no power of control and monitoring,
- Force majeure as defined in the article "Force majeure".

Furthermore, the Service Provider may not be held liable in particular for interruptions to services or damages related to:

- abnormal or fraudulent use by the Client, a Beneficiary or a User or a third party requiring the service to be stopped for security reasons;
- misuse of the Solution and Services by the Client, a Beneficiary or a User;
- fraudulent intrusion or maintenance by a third party on the Solution, or unlawful extraction of data, despite the implementation of security measures in accordance with current technical data;
- the nature and content of the hosted information and data; more generally, the Service Provider may not under any circumstances be held liable for data, information, results or analyses from a third party;
- an interruption in the supply of electricity or transmission lines caused by public or private operators;
- the operation of the Internet network not implemented by the Service Provider;
- the unsuitability of the Solution to the hardware or software used by the Client.

By express agreement between the Parties, the Service Provider's liability is limited, per contractual year, for all losses combined, to the amount of annual turnover excluding VAT collected by the Service Provider in respect of the Order in question.
The Service Provider's liability under this Contract shall be time-barred one (1) year from the event of loss.

17. Insurance

The Service Provider is the holder of an insurance policy in respect of Professional Civil Liability, covering direct material or consequential immaterial damage caused in the exercise of its professional activity except for claims occurring during transport not attributable to the Service Provider's employees. A certificate of this insurance policy shall be sent to the Client upon request.

18. Agreement of proof

The Parties intend to lay down rules on the evidence admissible between them in the event of a dispute and on its probative value. The Parties agree that, in the event of a dispute, the following elements and procedures shall be admissible in court and shall be evidence of the data and facts contained therein as well as the signatures and authentication procedures expressed therein:

- the names of the Client, Beneficiaries, Users, confidential identifiers and passwords used to connect to the Solution
- the data and files stored on the Solution;
- automatic notifications: e-mails and SMSs;

The Client undertakes not to dispute the admissibility, validity or probative force of the aforementioned elements.

19. Unforeseen events

Neither Party shall assume the risks of unforeseen events within the meaning of Article 1195 of the French Civil Code.
The Parties agree that if a change in circumstances that was unforeseeable at the time the Contract was concluded makes the performance of the Contract excessively onerous for one of the Parties, they shall meet within fifteen (15) days of the written request made by one of the Parties in order to negotiate a revision of the Contract.
During these negotiations, each Party shall continue to perform its contractual obligations. If the Parties fail to reach an agreement within thirty (30) days of the first meeting between the Parties, the Parties shall agree on terms of amicable termination of the Contract. By way of derogation from Article 1195 of the Civil Code, the Parties agree to exclude unilateral recourse to the courts to revise the Contract or terminate it.

20. Force majeure

Neither Party may be held liable for any delay or failure in the performance of any of its obligations under this Contract, if said delay or failure is due to the occurrence of a force majeure event usually recognised by the case law of the French courts.
Notwithstanding the cases of force majeure usually recognised by the case law of the French courts and tribunals, by express agreement between the Parties, are considered as cases of force majeure: acts of terrorism; wars; total or partial strikes and lock-outs by third-party companies impacting the service, bad weather, epidemics, blocking of traffic routes, means of transport or supply for any reason whatsoever, earthquake, fire, storm, flood, water damage; governmental or legal restrictions, legal or regulatory changes to forms of marketing; blocking of telecommunications (France Télécom networks or technical centre).
The Party wishing to invoke a case of force majeure must notify the other Party by registered letter with acknowledgement of receipt as soon as it becomes aware of such an event. As soon as the effects resulting from the force majeure event invoked have disappeared, the Party affected shall immediately inform the other Party by any means and shall immediately resume the performance of its obligation.
In the event of persistence of the effects resulting from the event constituting a case of force majeure for more than fifteen (15) days, the Parties agree that this Contract may be terminated ipso jure at the initiative of the first Party to take action by registered letter with acknowledgement of receipt, without this affecting the terms of payment of the services performed.

21. Miscellaneous

The Client authorises the Service Provider to cite and reproduce its name and logo as a commercial reference.
No waiver by either Party of any of its rights may be tacitly granted. A waiver must be in writing in order to be binding on a Party. Such waiver shall not constitute a waiver of said rights in the future.
In the event that one of the clauses of the Contract is declared null and void, unwritten, unenforceable or irrelevant, this clause shall be deemed unwritten and shall not affect the validity or continuation of the Contract as a whole, unless it is a clause of a determining nature for one of the Parties on the date of signature of the Contract. In this case, the Parties shall negotiate in good faith with a view to replacing this clause with a valid clause reflecting their initial intention.
Any registered letter with acknowledgement of receipt shall be deemed to have been received and shall take effect on the date of its first presentation.
For the performance of this Contract, each Party elects domicile at the addresses indicated above. In the event of a change of domicile, the Party concerned must inform the other in writing as soon as possible.

22. Applicable law – Competent courts

The validity of this Contract and any other questions or disputes relating to its interpretation, performance or termination shall be governed by French law.
The Parties undertake to devote their best efforts to the amicable resolution of all questions or disputes that may divide them, prior to the referral to the court designated below.
In the event that an amicable agreement cannot be reached, the Parties agree that the courts within the jurisdiction of the Grenoble Court of Appeal shall have exclusive jurisdiction to hear any dispute resulting from the validity, interpretation, performance or termination of this contract, and more generally any dispute arising from this contract that may divide them, notwithstanding multiple defendants or third-party proceedings.