

## General Terms & Conditions for the Provision of Services - iRaiser

### 1. Preamble

iRaiser is a 'société par actions simplifiée' (joint stock company) with share capital of 19,840 euros and with its registered office located at 199 route de Clisson – 44230 Saint-Sébastien-sur-Loire, entered in the Nantes Trade and Companies Register under the reference number 539 250 571, with the European VAT number FR81 539 250 571 and the SIRET (corporate identity) number 539 250 571 00038, email address: contact@iraizer.eu (hereinafter 'the company').

iRaiser's main activity is software publishing. It provides solutions accessible via SaaS (Software as a Service) or PaaS (Platform as a Service) for organisations in the non-profit sector that receive donations from the general public (charitable or political associations, foundations, schools, universities, museums, etc.), together with the technical services associated with these solutions. These solutions and services are provided by iRaiser to its clients on a 'white label' basis. Within this context, it should be noted as a preliminary remark that iRaiser is a provider of software services and does not provide support or consultancy services in particular in the fields of marketing or communication.

### 2. Definitions

Each of the terms listed below shall, in dealings between the parties, have the meaning indicated, whether used in the singular or in the plural:

- « Client » : shall designate any organization that wishes to avail itself of the services provided by the company and enters into a contractual agreement with the company using a quote for that purpose;
- « Contract » : shall designate, in decreasing order of priority, Quote and these general terms and conditions, including the appendices hereto. In the event of a contradiction between the documents comprising the contract, it is expressly agreed between the parties that the provisions contained in the higher-ranking document shall prevail with regard to the obligations with conflicting interpretations. The fact that a provision contained in a lower-ranking document is not expressly mentioned in a higher-ranking document does not mean that said provision is in contradiction with the higher ranking document. It is expressly agreed that the contract constitutes the full extent of commitments between the parties. It cancels and replaces all earlier commitments and agreements, whether verbal or written, between the parties and relating to the same subject as said contract. No other general terms or conditions produced by either party may be incorporated into the present contract. Any failure on the part of the

Company to invoke any of these provisions may not be interpreted as constituting a waiver to its right to subsequently invoke any particular provision of the Contract;

- « Quote » : shall designate the document detailing the characteristics of the Services provided by the Company that the Client wishes to receive, together with the associated pricing conditions;
- « Documentation » : shall designate the Documentation of any kind describing the Solutions incorporated within the interfaces available to the Client and relating to the Services, and in particular the conditions of use applicable to said Services, the functional description and, in general terms, relating to the technical or other information that is required or useful in order to use them, and in particular the Documentation available on the Company's website (notably at <https://support.iraizer.eu/>) or within the back-office platform made available to the Client, or any other Documentation supplied by any means by the Company to the Client (such as user manuals, user guides, instructions for use, etc.);
- « Data » : shall designate all the information (including Personal Data) of all kinds gathered, disclosed, input or entered;
- « Personal data » : shall designate any data that fall within the category of personal data or special category data as stipulated by the provisions of the laws and regulations in force;
- « Content » : shall designate the Content of all kinds and in all formats (text, Data and Databases, images, graphics, visuals, studies, tables, audio elements, videos, etc. as a non exhaustive list), created and/or published and/or circulated by the Client or whose creation, publication or circulation was authorized by the Client within the context of use of the Services (such as web pages within the categories of banners, landing pages, pre-homes, Data collection forms or even emails, etc.) under the sole responsibility of the Client, hosted within the context of said Services;
- « Logins » : the Client's identifiers and passwords allowing access to and use of the Services by the Client;
- « Services » : the set of IT applications and software Solutions supplied to the Clients in SaaS mode or in PaaS mode (hereinafter the "Solutions") and Associated Services (hereinafter the "Services") provided by the Company, as presented in the article entitled "Presentation of the Services" in the[1][2] Documentation, the characteristics of the Services from which the Client wishes to benefit being detailed in the Quote;
- « Party » : shall in the singular designate either the Company or the Client, and in the plural designate the Company and the Client together;

- « Contact » : shall designate any individual whose Data may be processed within the context of use of the Services by the Client. This notably covers internet users, donors, members and prospects of the Client.
- « Implementation » : shall designate all operations to be completed by the Company in order to deliver the Services selected by the Client;
- « Delivery » : shall designate provision by the Company to the Client of the Services selected by the latter, under conditions enabling the actual deployment of said Services by the Client in accordance with the Quote signed by the Client and the documents provided by the Company to the Client.

### 3. Purpose

The purpose of the Contract is to set out the procedures and conditions under which the Company is to provide the Client with the Services selected by the latter and stipulated in the Quote, and to describe the rights and obligations of the Parties within this context.

### 4. Acceptance and enforceability

The Client declares and recognizes that it has full legal capacity enabling it to make commitments under the terms of the Contract. In order to benefit from the Services, the Client must - as well as accepting the Quote - consult, understand and accept these general terms and conditions.

By signing the Quote, the Client is indicating its acceptance, and acknowledging the enforceability upon it, of the Contract in its entirety, including these general terms and conditions to which the Quote makes reference. The Company reserves the right to adapt or modify these general terms and conditions at any time. Any adaptation or modification will be submitted by the Company to the Client for approval.

### 5. Entry into force - duration - cancellation clause

#### 5.1 Entry into force

The Contract shall enter into force on the date the Quote is signed by the Client.

#### 5.2 Duration

The Contract shall remain in force for the initial term stipulated in the Quote.

At the end of this initial minimum term, the Contract shall be subject to tacit renewal for an indefinite period, unless it is rescinded by one or other of the Parties with 2 calendar month's notice prior to the initial expiry date, notified by email at [termination@iraizer.eu](mailto:termination@iraizer.eu).

#### 5.3 Cancellation clause

Should either Party fail to fulfil any one of its obligations arising from the Contract, said contract shall automatically be cancelled after the other Party sends a registered letter with receipt slip requested containing formal notice to comply. The letter giving formal notice to comply shall indicate the failing(s) noted. The designated party has 15 days to either fulfil its obligations or come to an agreement with the other parties on a schedule to comply. The cancellation shall take effect at the end of the above mentioned 15-day period, without prejudice to the right of the Party initiating formal notice to comply to claim compensation for the loss or damage suffered as a result of the failure(s) on the part of the Party at fault.

### 6. Presentation of the Service

The Services that can be provided by the Company consist of Solutions and Associated Services.

However, the Client acknowledges that any request for additional and specific Services that the Client may issue to the Company shall be invoiced separately.

Similarly, any service relating to an additional request (maintenance supervision, support, etc.) must be covered by a specific separate invoice in line with the request to which it relates.

#### 6.1 Presentation of the solutions

The Company provides, in SaaS mode or PaaS mode, the following Solutions, which may be used individually or interfaced together, accessible by internet via a dedicated url stipulated in the Quote:

- A system of online payment collection to the benefit of the Client, manageable through a CMS (Content management system). The client is in charge of the content management (text, graphic, visuals). Payments are executed via the payment vendors mentioned in the Quote;
- A platform allowing the creation of P2P pages, managed via a CMS;
- A tool enabling programming and management of marketing campaigns (referred to as a 'marketing automation' resource). The Client shall be responsible for importing the Data required in order to run the campaign, and also for creating the Content and the scenarios, and for defining the initiating events, the actions arising therefrom, and the lines of communication, etc., and for activation and parameterization of the functions selected;
- A contact management solution (designated 'xRM'). This resource is entirely suitable for parameterization by the client, incorporating a unified database of all its contacts and enabling the client to manage its relations with them (contact details, record of transactions, connections between contacts, etc.). The client is responsible for the data to be imported into

their solution. The same applies to defining and selecting the categories and characteristics applicable to the Contacts (classification, choice of lines of communication, etc.), to parameterization of the Solution, and to the functions selected, together with their activation in accordance with the Client's requirements.)

These solutions incorporate a certain number of functions, and in particular:

- The management and processing of online payments via different vendors: technical processing of the transactions with or without collection of the funds;
- The creation of dedicated online areas for the Contacts, to enable them to create and update their profiles, and consult the records of their transactions (depending on the configuration of the platform);

The characteristics of the Solutions provided by the Company, and more generally the Services, are detailed in the Quote with regard to the Services selected by the Client.

## 6.2 Presentation of the Services

The Company will provide the following support Services for the aforementioned Solutions:

- Hosting of the Solutions, together with the Content and the Data processed within the context of the Solutions. This hosting is - as the Client expressly accepts - provided by a contractor of the Company, within the European Union or in Australia at the express request of the Client, and within the volume limits defined in the Quote or in the technical specifications set out in the Documentation made available by the Company to the Client;
- Periodic and regular backups of the Content and Data, at the frequency and subject to the terms stipulated in the Quote. It should be noted in this regard, and the Client expressly accepts this, that the backup operations are carried out solely for the purposes of restoring Data and Content should the need arise, to enable the satisfactory functioning of the Services, and this backup Service does not involve the provision of storage media to the Client. It is therefore up to the Client to carry out its own Content and Data backup operations on a regular basis. In the event of an incident, the Client accepts in advance that any restoration and reconstitution of Content and Data will slow down the operation of the Services during a period of restoration and reconstitution;
- Management of the Services, which is understood to be limited to technical administration and supervision of the Services, 7 days a week and 24 hours a day;
- Updating of the Services, in the form of operations decided upon unilaterally by the Company with a view to ensuring continuity in the operation of said Services;
- Corrective maintenance, consisting of the correction of any reproducible anomaly that may affect use of the

Services. In such an event, the Company may propose, pending a definitive resolution of the malfunction, temporary stopgap measures, and the Client recognizes and accepts this. The Company shall not provide these corrective maintenance Services - or else it shall provide them in return for an additional payment, issuing a separate Quote for the Services required - under the following circumstances:

- o Refusal by the client to collaborate with the company and in particular to answer questions and requests for information;
- o Refusal by the client to accept an update proposed by the company;
- o Use of the services in ways that do not correspond to their purpose and to normal practice;
- o Failure to meet the prerequisites during the set-up phase stated in the Quote or in the Documentation made available by the Company;
- o Interference by the Client or by a third Party with the Services, and in particular alteration of the Services, full or partial change to the configuration of the Services, installation of applications that are incompatible with the IT applications used to enable functioning of the Services, export or migration of the Services to another IT system or environment;
- o Electronic communications network outages;
- o Anomalies directly or indirectly generated by software other than those covered by the Contract;
- The technical assistance associated with use of the solutions, namely:
  - o Assistance by ticketing or email via [help@iraizer.eu](mailto:help@iraizer.eu), provided solely in order to assist the Client in using and operating the Services. In this regard, it is stipulated that the exclusions listed above relating to maintenance and update operations shall also be applicable with regard to technical assistance, as no interventions in this area shall be provided under such circumstances;
  - o Online assistance accessible via the url <http://support.iraizer.eu>;
  - o Regular training provided free of charge in groups, with a maximum of 12 persons per session, in accordance with the schedule published on the Company website.

It is stipulated that this technical assistance is strictly reserved to the Client, and more specifically to those of the Client's employees who have received training from the Company. The Company reserves the right to turn down requests for assistance from any individuals who have not received said training or from any Parties not party to the Contract. The characteristics of the support services for the Solutions provided by the Company, and in more general terms of the Services, are presented in

the Documentation, with further details of the Services chosen by the Client in the Quote.

The commitments made by the Company under the terms of the Contract may not under any circumstances be extended to cover the IT environment in which the Services are installed, and in particular the Client's operating systems, its software obtained from other sources, etc. Thus this environment shall not be the subject of any intervention by the Company, and the Client recognizes and expressly accepts this, and will take responsibility for entering into the appropriate agreements to enable resolution of anomalies arising from its own IT system and environment.

## 7. Using the services

### 7.1 Choice and suitability of the services

The Client alone shall choose the Services that it wishes to receive. The Client recognizes that it has familiarized itself with the nature, the purpose and the characteristics of the Services it has selected, and in particular with the relevant details set out in the article "Presentation of the Services" and in its Quote. It recognizes that it has sought and obtained all the information it wished for, in particular regarding the characteristics – both quantitative and qualitative - of the Services provided by the Company, enabling it to assess whether said Services meet its requirements, and to place its order in full knowledge of the facts. The Client alone is responsible for the choice of Services and for their appropriateness to its needs, as well as the configuration for this purpose, in such a way that the Company may never be held liable in this regard.

### 7.2 Installation of the services

The Company undertakes to provide the Services in accordance with the Quote, and in line with the schedule and the delivery date stipulated in said Quote, and on condition that the Client meets the prerequisites contained in said Quote and in the Documentation relating to the Services selected.

### 7.3 Compliance of the services

The Client undertakes to test the Services covered by the Contract before any use is made of them, and to make any requests, express any reservations, or lodge any complaints within seven (7) days of the delivery date of said Services. If the Services are brought into use, and in the absence of any requests, reservations or complaints made by the Client to the Company within said period, this shall constitute definitive acceptance of the installation of the Services and confirmation of the conformity of said Services with the Quote at time of delivery.

### 7.4 Functioning of the services

In order to enable functioning and use of the Services, the prerequisites set out in the Quote and the Documentation (in particular in the Documentation accessible at the address <https://support.iraizer.eu/>) must be met.

These prerequisites relate in particular to provision of information by the Client to the Company to enable installation of the Services, or accomplishment of the necessary configuration, both with the Client and with the Contacts, to enable provision of the Services. In view of technological developments and other factors, these prerequisites may change, and shall be updated on a regular basis, in particular to meet the technical and functional standards applicable to normal practices. The Company shall notify the Client of these updates by any appropriate means. It will however also be up to the Client to consult the Documentation on a regular basis in order to receive notification of any changes, and the Client accepts his responsibility.

### 7.5 Changes to the services

The Company reserves the right to make changes to the Services provided with a view to improving them, at no additional cost to the Client. In general terms, the Company reserves the right to take and implement any technical decisions intended to improve the Services.

Any change in the Services requested by the Client shall give rise to an additional payment to the Company by the Client, on the basis of a separate Quote.

### 7.6 Access to the services

The Services shall be made available to the Client, who shall have sole rights to access and use them, by accessing a back office platform provided by the Company and serving as an administration interface.

To this end, the Company shall provide the Client with the necessary logins.

Access to the back office platform, and therefore to the Services, by means of these Logins shall take place under the exclusive responsibility of the Client. Use of the Logins supplied to the Client shall entail evidence of the operations carried out using these Logins. Such Logins are confidential, unique and personal. The client shall bear sole responsibility for their use. The Logins may be changed at any time at the initiative of the Client, or of the Company provided it notifies the Client in advance.

The Client undertakes to deploy all necessary efforts and diligence in order to maintain the confidentiality of the Logins it has received.

In the event of the loss or theft of its password, or if it becomes aware of an incident of unauthorized access to the Services, the Client shall notify the Company at once by email at the address [help@iraizer.eu](mailto:help@iraizer.eu) and shall follow the instructions it receives from the Company. The Client shall also take personal responsibility for technical access to the internet enabling it to access these Services, and in particular for signing up for the necessary electronic



communication services, with the costs of accessing the internet being supported exclusively by the Client.

In addition, the Client agrees to reserve back office user accounts for personal use and to change their passwords every 90 days.

### **7.7 Availability of the Services - penalty clause**

In principle, the Services shall be accessible as from the delivery date stipulated in the Quote, 7 days a week and 24 hours a day.

In this connection, the Company shall operate under a best-efforts obligation: it undertakes to do all it can to ensure the performance levels, the continuity, and the quality of the Services that it is to provide. However, with regard to these services accessible via the internet in SaaS or PaaS mode, the Client expressly recognizes:

- that it is aware of the technical risks inherent to the internet and of the interruptions to access that may arise therefrom, and in particular that fluctuations in the bandwidth and problems originating with the internet service providers for the Client, the Contacts and the host are factors that may compromise or prevent access to the Services;
- that the Services may be temporarily interrupted for maintenance purposes.

The Client also recognizes that it must use the Services in good faith, and refrain from jeopardizing their proper functioning. In particular, the Client undertakes to remain within the volumetric limits indicated in the Quote and to notify the Company, via the means of assistance provided to the Client within the context of the Contract, in the event of an increase in its requirements in terms of processing capacity.

Subject to the provisions set out above, and other than in periods when maintenance is carried out and/or an interruption is scheduled and the Client is notified by email 48 hours in advance, the Company undertakes to do all it can to ensure a 99.5% availability rate for the Services (unless the Client subscribes to the high availability hosting option).

In the event of unavailability of the Services in excess of 0.5% of the time available in a given month, not counting the periods when maintenance is carried out and/or an interruption is scheduled, the Client will be notified in accordance with the previous paragraph, and subject to the stipulations of the article 'Liability and Losses', a penalty charge amounting to 5% of the monthly charge (exclusive of tax) for the subscription, calculated in increments of 0.1% below the objective figure, shall be payable with no need to send preliminary formal notice to comply, at the Client's request, and as exclusive and complete compensation for the loss suffered by the Client as a result of an incident of unavailability, up to the maximum amount stipulated in the article 'Losses'.

The rate of availability is calculated for each calendar month as indicated below, and is expressed as a percentage:  $(T - U) / T * 100$  in which:

- T designates the number of minutes in a calendar month;
- U designates the number of minutes of unavailability of the Services as calculated by the Company's monitoring systems and resources.

Should the Client request this, the Company shall provide the information needed to calculate the Service availability rate and if applicable apply the penalty charge referred to above. In this regard, it is expressly agreed between, and accepted by, the Parties that the computerized records maintained in the Company's IT monitoring systems and resources under reasonable security conditions shall serve as evidence of the duration of unavailability of the Services.

### **7.8 Usage licence**

The Company is granting the Client, and the Client is accepting, a personal, non-exclusive, non-assignable and non-transferable right to use the Services, for the entire duration of the Contract and anywhere in the world, restricted to the staff of the Client and persons mandated by the Client and under his/her full responsibility.

This usage right comprises the right to represent and implement the Services in accordance with their purpose, in SaaS or PaaS mode, via a connection to an electronic communications network.

This usage right is to be exercised by remote access using the Client's connection from its IT system, in accordance with its requirements and for the sole purpose of using the Services, and with no other objective.

Under no circumstances may the Client make the Services available to a third party, and shall refrain from exploiting the Services for purposes other than those set out herein, which specify the performance conditions for the business relationship between the Client and the Company.

### **7.9 Collaboration**

The Parties undertake to cooperate closely and actively for the fulfilment of their respective obligations.

In particular, the Client undertakes to collaborate with the Company in good faith.

The Client specifically undertakes to provide when appropriate and as promptly as possible all the documents, information and other elements required for the satisfactory fulfilment by the Company of its obligations relating to provision of the Services and the proper functioning of said Services, in particular with regard to the prerequisites set out in the Quote or in the Documentation, but also in response to any requests made to this effect by the Company, and to ensure that acceptable-quality information is provided.

The Client undertakes to inform the Company as soon as it learns of any elements liable to compromise satisfactory fulfilment by the Company of its obligations relating to provision of the Services or to the proper functioning of the Services, or of any errors or malfunctions affecting them, in order to limit any consequences thereof.

Likewise, the Client undertakes to review the functioning of the Services on a regular basis by analysing - at least once each month - the reports provided to it by the Client through the back office platform (monitoring financial transactions, producing tax receipts, etc.).

Should the Client identify a malfunction, it undertakes to inform the Company at once, and to cooperate with the Company to arrive at a solution as promptly as possible in order to rectify said malfunction and limit any consequences thereof.

### **7.10 Limitations**

The Client accepts the characteristics and limitations of the internet. It is in particular aware that the information circulating via the internet is not necessarily protected, for example against potential misuse or loss.

### **7.11 Security**

The Company shall do all it can to deploy all the technical resources accepted as necessary in normal practice to ensure the security of access to the Services and to prevent any unauthorized Parties from accessing them.

The Client for its part guarantees that it is in possession of the knowledge and expertise required to ensure satisfactory use of the Services and of a familiarity with the internet that will enable it to use the Services in accordance with normal practice and with the recommendations provided by the Company in any form, and in particular with those contained in the Documentation.

The Client also undertakes to refrain from jeopardizing the satisfactory functioning of the Services.

More specifically, the Client undertakes to refrain from using devices or software of any kind that would give rise to disruption of, interference with, or interruptions to the normal functioning of the Services, or would create disproportionate burdens on them (in terms of host volume, bandwidth, etc.) without having accepted a Service offer in advance.

The Client shall also take care not to introduce viruses, malicious code or any other harmful agents or technology into the Services that would threaten them.

The Client also undertakes to implement the appropriate measures to ensure the security of its own Data and/or Content and/or software by avoiding contamination by viruses from the Services.

### **7.12 Use of services**

The Client undertakes to use the Services in accordance with normal practice and with the recommendations

provided by the Company in any form, and in particular with those contained in the Documentation.

The Client alone is responsible for the use it makes of the Services provided by the Company.

In this regard, the Client undertakes to comply with the applicable provisions of the laws and regulations governing the use it makes of the Services, and in particular the operations it carries out within this context, with regard specifically to the preliminary formalities to be carried out and authorizations to be obtained, the information that has to be provided to the Contacts, etc.

The Client shall moreover take full charge of, and accept sole responsibility for, the relations it creates and / or maintains with its Contacts by means of the Services provided by the Company, which shall not become involved in any way in relations between these Parties.

Where it exploits Solutions of iRaiser without the Company's support, the Client acknowledges that it is acting independently and that the liability of iRaiser may not be invoked in this regard.

### **7.13 Content and data**

The Client shall bear sole responsibility for all the Content published, circulated, sent or made accessible (for example via hyperlinks) by means of the Services, and undertakes in particular that said content complies with the applicable provisions of the laws and regulations in force, and is not liable to create any infringements of the rights of third Parties.

Furthermore, the Client is the sole authority with regard both to the Data it gathers by means of the Services (for example Data input by the internet users onto the web pages created to enable collection by means of the Services, or Data gathered via cookies or other similar tracking devices or technology incorporated into said web pages) and to the Data it imports into the Services from its own resources.

In this regard, it bears sole responsibility for the legitimacy of the processes of gathering and processing these Data, and undertakes to comply with the applicable provisions of the laws and regulations in this area (and in particular with the provisions applicable in the area of the protection of Personal Data, and in the area of the use of cookies and other similar tracking devices or technology, etc.).

Should it independently establish the specific nature of the Content or of the collection and processing of Personal Data, the Client acknowledges to bear sole liability with regard to applicable legal and regulatory requirements.

### **7.14 Suspension**

Without prejudice to the stipulations contained in the article 'Cancellation Clause', in the event of a failure on the part of the Client to fulfil any of its obligations that the Company considers to be essential (and in particular obligations relating to security, to the settlement of

invoices issued by the Company, and to the protection of Personal Data), the Company reserves the right to suspend access - as of right and without notice - to all or some of the Services, whatever the nature thereof, until the Client has proven the completion of said obligations.

## 8. End of the contract and reversibility

iRaiser makes an interface available to the Client in order to access and collate information about its use of the Solutions made available by the Company.

Should the Client wish to access additional Data on termination of the Contract, regardless of the cause, the Client has the right to oblige the Company, within 30 days of the end of the Contract, to provide all the Data hosted within the context of the Services in a standard format that can be read without difficulty in an environment equivalent to that of the Services.

The Data fields requested by the Client must be explicitly mentioned and defined, and must substantiate the impossibility of using the systems made available by the Company for data recovery purposes.

The Client shall actively cooperate with the Company to facilitate retrieval of these elements.

The Company shall do all it can to ensure that the Client can continue its use of these elements, either directly or with the assistance of another service provider.

The Company shall charge the Client for carrying out these reversibility operations on the basis of the time spent on them, applying the Company's hourly rate applicable when the Contract ceases in effect plus project management fees with a minimum charge of €5,000 (excl. tax).

Even when requested, the Company will limit the project at 10 hours of effective work.

During the reversibility operations, the Company shall continue to permit use of the Services by the Client, although the Client accepts that there may be a deterioration in the provision of Services.

In return, the obligations placed upon the Client under the terms of the Contract and relating to use of the Services shall remain applicable.

At the end of the reversibility period, the Client shall immediately cease all use of the Services.

## 9. Pricing conditions

### 9.1 Prices

The prices applied shall be those specified in the Quote.

The prices charged are expressed in euros and exclusive of tax, said tax - in particular VAT - being added on at the rate in effect on the date of the invoice, if applicable.

Any new tax or increase in the rate of an existing tax shall automatically and immediately lead to a revision of the price to be paid by the Client.

As iRaiser is providing a SaaS service with no extra cost for the evolution and maintenance of the functionalities defined in the Quote, iRaiser's prices will be increased automatically each year by 3% (after a first initial period of 12 months).

### 9.2 Invoicing

Set-up costs will be invoiced on signature of the Quote. The first billing related to the subscription of any application (with the exception of xRM Solution) will be charged one month after the Quote has been signed, including the fixed fee for technical assistance. Regarding the xRM Solution, invoicing of the subscription fees will commence 3 months after signature of the Quote.

### 9.3 Payment

Invoices are to be settled by the Client by means of bank transfer, as stipulated on the invoices. Invoices are payable and due according to the terms mentioned in the invoice and, in all cases, due no more than 30 days after the issue date of the invoice concerned.

Any late payment or non-payment of all or part of an invoice issued by the Company by its due date as indicated in the previous paragraph shall give rise, without the need for any reminders, to the imposition of late payment penalties. The interest rate applied for these late payment penalties shall be the figure used by the European Central Bank for its most recent refinancing operation plus 10 percentage points. For the first half of a given year, this rate shall be the rate in force on the 1st January of the year concerned. For the second half-year of the year concerned, this rate shall be the rate in force on the 1st July of that year. The interest rate applied for late payment penalties may not, however, be less than 3 times the current statutory interest rate.

These penalty charges shall be calculated using the invoice figure expressed inclusive of tax, without prejudice to the Company's right to claim compensation for its losses arising from late payment or non-payment.

The penalty charges shall be payable as from the day after the due date of the invoice and shall run until the day the total amount concerned is received by the Company.

Finally, any Client that fails to make a payment by its due date shall automatically be required to pay a fixed charge of 40 euros for recovery costs.

If the recovery costs incurred exceed this figure, the Company may claim additional compensation, providing documentary evidence of the costs.

However, the Company may not claim such compensation if the instigation of insolvency receivership or judicial liquidation proceedings prevents payment of the amount owed to it by said amount's due date.

#### 9.4 Price reductions and discounts

The Company does not offer discounts. The proposed prices include the rebates the Company may grant in light of its results or of the Client taking responsibility for certain services.

## 10. Personal Data

In general terms, each of the Parties guarantees the other that it will fulfil the obligations imposed on it by the laws and regulations relating to the protection of Personal Data. In the context of the Contract, the terms used shall have the meanings ascribed to them under the definitions of Regulation (EU) 2016/679 and the French data protection law no. 78-17, including its implementing decree.

The Company will be required to process Personal Data as data controller in order to be able to effectively perform its business activities.

Personal Data is therefore processed in compliance with the Confidentiality Policy of iRaiser.

In the context of providing certain Services, however, iRaiser acts as processor of the Client within the meaning of applicable regulations.

The relations between the Company and the Client are therefore governed by a contract specifically applicable to this processing relationship, communicated in the form of an appendix to the Contract.

#### 10.1 Obligations of the Client

The Client recognizes that when Personal Data is processed within the context of use of the Services, this will take place on its behalf and under its sole responsibility, with a view to meeting the needs it has expressed and enabling the proper use and satisfactory functioning of the Services that it has selected.

The Client guarantees the Company that when Personal Data is gathered, processed, used, etc. within the context of use of the Services, this will take place in accordance with the provisions of the laws and regulations relating to the protection of Personal Data, notably the French data protection law no. 78-17 of 6 January 1978 and Regulation (EU) 2016/679 of 27 April 2016 on personal data.

Where the Company offers white label services and is not visible by the data subjects, and where the Client is the sole decision-maker with regard to selecting the Services it wishes to receive and the use it makes of such Services, in accordance with applicable legal provisions, the Client acknowledges to be bound by all relevant obligations incumbent on it as data controller, notably compliance with the fundamental principles applicable to processing,

the rights of data subjects, notification of the latter, compliant data collection and data subject consent.

The Client therefore acknowledges that compliance with such obligations is based under certain circumstances on the configuration and exploitation of the Solutions and Content under its responsibility (incorporation of checkboxes, information notices, etc.).

More generally, and when it acts as data controller, the Client acknowledges to be bound by all relevant obligations regardless of the respective roles and qualifications of the Company and the Client in the context of the particular nature of the Personal Data processing.

The Client recognizes that fulfilment of its obligations as specified in this article is an essential condition for its use of the Services, and releases the Company from all liability with regard to compliance with its obligations as data processor.

#### 10.2 Obligations of the Company

In the context of Service delivery by the Company and utilisation of the Solutions by the Client, the Company may require to process Personal Data on behalf of the Client.

For its part, the Company acknowledges to be bound by the obligations applicable to processors. Details of the processor relationship and the undertakings of the Parties are provided in appendix hereto (Appendix 1)

## 11. Confidentiality

Each of the Parties undertakes (i) to maintain the confidentiality of all the information it receives from the other Party within the context of execution of the Contract (hereinafter the 'confidential information'), and in particular (ii) to refrain from disclosing the other Party's confidential information to any third Party, other than employees or agents who need to know it; and (iii) to refrain from using the other Party's confidential information other than to exercise its rights and fulfil its obligations under the terms of the Contract.

Notwithstanding the above provisions, neither of the Parties shall be under any obligation with regard to information that (i) has already entered, or subsequently enters, the public domain through no fault of the Party receiving it, (ii) is independently developed by the Party receiving it, (iii) is known to the Party receiving it before the other Party discloses it, (iv) is legitimately received from a third Party that is not bound by an obligation relating to confidentiality, or (v) has to be disclosed by law or by court order (in which case it must only be disclosed to the extent that is required and after written notice of this disclosure is sent to the Party that provided it).



The obligations upon the Parties relating to the confidential information shall remain applicable for the entire duration of the Contract and for as long after it expires as the information concerned remains confidential for the Party disclosing it, and in any event for a period of 5 years after it expires.

Each of the Parties must return all copies of the documents and storage media containing the other Party's confidential information, as soon as the Contract ceases in effect, whatever the reason for that development.

The Parties also undertake to ensure compliance with these provisions by their personnel, and by any agent or third Party who may be involved on any basis within the context of the execution of the Contract.

## 12. Intellectual property

### 12.1 Intellectual property of the Client

In general terms, the Contract does not provide for any assignment of intellectual property rights to the Company by the Client.

Outside the scope of Article 15, however, a utilisation right is granted to the Company solely for the proper configuration and execution of the Services and the Contract covering the Client's distinctive signs (such as its logos, trademarks and/or images) and all or part of the Client's website (including its Content and components) (hereafter jointly designated as the 'elements'). These rights include:

- Reproduction rights: the right to reproduce all or some of the elements in unlimited numbers via any media already known or as yet unknown;
- Representation rights: the right to disclose to the public all or some of the elements, directly or indirectly, by any means or communication network already known or as yet unknown, in any form, to the public in general or to categories of the public in particular, such that each individual is able to access it from the location and at the time he or she individually selects;
- Adaptation rights: the right to modify all or some of the elements, to include them in any configuration, to interface them with any software, database or IT product, to integrate all or some of them in relation to or within existing or future works, on any media mentioned in this article;
- Usage rights: the right to use and exploit the elements for the purposes of carrying out all forms of processing, on whatever basis.

All the above rights apply to means of exploitation by any vectors, media, techniques or methods of communication, of any kind, already known or as yet unknown, and in particular:

- Direct or indirect circulation by any electronic means or method of telecommunication or electronic communication, by satellite or by cable,
- Intranet and internet;
- Landline or mobile telephone networks;
- Any client-server, thin-client, fat-client, cloud data technology;
- Media of any kind: paper, electronic, magnetic, optical, disk, network, diskette, DVD, CDV, CDI, CD Rom, CD Worm, PDA, computer, smartphones, digital pads.

These rights are restricted to the level necessary for the satisfactory provision of the Services execution of the Contract. They are being granted for the entire world and for the duration of the Contract, it being stipulated that these rights shall remain in effect after the Contract ceases, whatever the reason for that development, and then for the reversibility period set out in Article 8.

Apart from as specified in Article 15, the Company shall refrain from publishing or circulating any document or communication medium that uses the elements and, in more general terms, from using said elements, without obtaining prior written authorization to do so from the Client, and may not under any circumstances assign, grant or license said elements, whether free of charge or against remuneration.

### 12.2 Intellectual property of the Company

The methods, the expertise and the resources owned by the Company and used to provide the Services shall remain its property.

The Services, together with the Documentation, are the property of the Company, in accordance with the provisions of the intellectual property code.

The granting of a usage licence shall not give rise to any transfer of ownership to the Client.

All the elements making up the Services, including the interfaces supplied to the Client for the purposes of executing the Contract, the Documentation, and all the other information supplied by the Company to the Client, are and shall remain the exclusive property of the Company.

In general terms, and without prejudice to the provisions of the article 'Usage Licence', no intellectual property rights relating to use of the Services are being transferred to the Client.

As a consequence of this, the Client agrees to refrain from taking any action that may directly or indirectly infringe intellectual property rights relating to the Services, or in general terms the associated trademarks.

The Company provides its Services under a white label. However, the Client acknowledges that the words "powered by iRaiser" in the footer represents a prerequisite in order to enforce the Company's intellectual property rights.

Any use by the Client of the Services that has not been expressly authorized by the Company under the terms of the article 'Usage Licence' is unlawful, in accordance with the provisions of the intellectual property code, among others. Thus the Client is in particular prohibited from engaging in:

- Any reproduction, representation, circulation or distribution of the Services, or of the Documentation, in particular by loading them onto a network, whether against remuneration or free of charge;
  - Any use of Services, or of documentation, by any means, for the purposes of designing, creating, circulating or marketing of services that are similar or equivalent or that serve the same purpose, or of Documentation that is similar or equivalent or that serves the same purpose;
  - The adaptation, modification, transformation, or arrangement of the Services, or of the Documentation, for any reason, including for the purpose of correcting errors;
  - Any direct or indirect transcription, or any translation into other languages, of the Services, or of the Documentation;
  - Any decompilation or translation of the object code for the Services into a source code;
  - Any use for processing that has not been authorized by the Company;
  - Any modification or bypassing of the protective codes such as in particular the Logins.
- Logins allowing access to the Services, DDoS attack, transmission of viruses or other harmful elements, etc.);
  - The occurrence of disruptions or hazards inherent in the internet (for example, failure on the part of the electronic communications operator or the internet service provider for the Client, the contact or the host affecting the continuity of access to the Services) or presenting the characteristics of 'force majeure' as the term is used in current regulations and case law;
  - Late provision, or else provision without the necessary diligence, by the Client to the Company of documents, information or other elements requested by the Company, or a failure on the part of the Client to meet the prerequisites necessary for the installation and/or functioning of the Services as stipulated in the Quote and the Documentation;
  - A temporary interruption of the Services within the context of a scheduled maintenance period and/or interruption notified to the Client in accordance with the article 'Availability of the Services';
  - A slow-down in operation of the Services during a period of restoration and reconstitution of the Data and Content following the occurrence of an incident;
  - A refusal by the Company to provide maintenance, update or technical assistance Services on the grounds that such an intervention is excluded under the terms of the article 'Presentation of the Services'.

## 13. Liability and damage

### 13.1 Liability

The Client undertakes to deploy all necessary efforts and diligence to ensure the satisfactory fulfilment of its obligations under the terms of the Contract and, more specifically, the satisfactory functioning of the Services.

The Company may only be held liable for unsatisfactory fulfilment or non-fulfilment of its obligations under the terms of the Contract in the case of proven fault on its part. The Company may not be held liable for any non-fulfilment, whether total or partial, or for any delay in fulfilment of its obligations under the terms of the Contract, or for the damage that may arise therefrom for the Client, that results directly or indirectly from:

- Fault on the part of the Client, for example in the event of non cooperation by the Client in deployment of the Services, or of use by the Client of the Services in a manner that is not in accordance with normal practice or with the recommendations provided by the Company in any form, and in particular with those contained in the Documentation, especially but not exclusively with regard to security;
  - Fault on the part of a third Party (malicious intrusion in the Client's IT system, network or website or into the Services, unauthorized or abusive use of the Client's
- It is moreover expressly agreed between the Parties that:
- The Company shall not exercise any control over the Data processed and hosted within the context of the Services, and may not therefore be held liable with regard to the gathering, processing and use of such Data (including the Data that the Client gathers by means of the Services - for example Data input by the internet users onto the web pages created to enable collection by means of the Services, or Data gathered via cookies or other similar tracking devices or technology incorporated into said web pages - as well as the Data it imports into the Services from its own resources), said operations being carried out under the exclusive responsibility of the Client, which guarantees the Company against any action and any rulings against it in this regard. The same applies to Data originating with third Parties and used in the provision of specific functions enabling the enrichment, standardization or verification of the quality of the Data;
  - The Company shall not exercise any control over the use made of the Services by the Client (in particular with regard to the operations it carries out by means of said services) or over the Content created, circulated or published by the Client or whose creation, publication or circulation has been authorized by the Client within the context of use of the Services under the sole responsibility of the

Client, hosted within the context of said services. The Company may not therefore be held liable with regard to any use of the Services or Content that may infringe the rights of third Parties and / or contravene the provisions of the laws and regulations in force. The Client guarantees the Company against any action and any rulings against it in this connection;

- The Company shall not become involved in any capacity in relations between the Client and its Contacts. It may not be held liable with regard to use of the Services by the Contacts or to use by the Client of the Services within the context of its relations with its Contacts. The Client guarantees the Company against any action and any rulings against it in this connection;
- In general terms, the Company may not under any circumstances be held liable for any failure by the Client to fulfil its obligations under the relevant laws or regulations, and the Client guarantees the Company against any action and any rulings that may arise from such a failure on the part of the Client.

In the following, “Client’s system” refers to the Client system or Database into which the Client wants to import the Data provided by an iRaiser product, “Client’s provider” refers to any third party acting on behalf of the Client.

The iRaiser “export and notification” module enables the Client to define and adjust iRaiser output Data formats.

Although it may be aided by the Company’s personnel, it is the Client’s responsibility to validate the configuration and to maintain the same in line with upgrades to its systems, including validation of the format resulting from the configuration and its import into the Client’s system.

The standard support plan includes assistance from iRaiser or its suppliers detailing the functionalities of the export module.

Regarding exports passing through a set of intermediaries (routers, servers, internet service providers, etc.), iRaiser states that communication may be interrupted or a network request may be distributed several times.

The Client must ensure that its system has the required mechanisms to identify Data, avoiding the creation of duplicates, as well as the procedures of de-duplication.

As iRaiser only provides mechanisms to export Data, it will not be held responsible in the case of the creation of duplicates in the Client’s system.

iRaiser may occasionally offer to carry out export projects, in which iRaiser takes charge of the design and/or configuration of the export.

This service is provided subject to an additional quote and invoice or is included in an assistance contract signed by the Client.

The quote will determine the resources allocated and fees to conduct the project but does not include

maintenance or future upgrade costs of the configuration desired by the Client.

Even when the configuration is performed by iRaiser or its supplier, the Client or its suppliers are fully responsible for the integration of the exported Data within the Client’s system and the respect of the rules defined by the Client’s Data management system in particular for the logical identification and merge rules.

Thus, the Client or its suppliers must assess whether their system will integrate iRaiser service-generated Data, and may not ask iRaiser to read the Data from its system for any reason whatsoever (in particular to identify the Data to be updated).

The assistance concerning the implementation of the standard assistance offer is guaranteed during the test period stated in Article 7.3 “Service conformity”.

During this period, the Client commits to test and verify the correct integration of the Data.

Beyond this time, the export project will be closed and any new request will be subject to additional quote.

The Company shall not under any circumstances be bound by an obligation to provide guidance with regard to the efficacy of communication, marketing, or fundraising campaigns, or in more general terms with regard to any operation carried out by the Client by means of the Services, and shall not under any circumstances make any commitments as to the success or performance achieved with such campaigns or operations, which are designed, formalized and deployed by - and under the sole responsibility of - the Client.

The Company may not therefore be held liable in this regard.

### 13.2 Damages

The Parties agree that the Company shall only be held liable for the consequences of direct damage, and that no compensation shall be paid for indirect damage.

The term ‘indirect damage’ shall in particular cover loss, deterioration, corruption or destruction of Data, files or information, time losses, losses of profit or business, reductions of margins, loss of income, failures of campaigns, losses of opportunities, of orders, or of clients, interruptions to business, losses of earnings, disruptions to commercial activities, the cost of obtaining replacement products, services or technology, damage to brand image, the failure to achieve results and / or expected results together with the actions of third Parties.

The Parties agree that if the Company is held liable, its liability shall be limited, other than in cases of demonstrated serious or deliberate fault on the part of the Company, to the amounts paid by the Client under the terms of the Quote, up to a maximum figure corresponding to 6 months (exclusive of tax) of the monthly subscription charge stipulated in said Quote. The stipulations of the present article ‘Liability and Losses’:

- Reflect, in particular with regard to the Client's entitlement to cancel the Contract at any time subject to the conditions set out in the article 'Duration', but also in view of the favourable economic terms of the Contract for the Client, the balance sought by the Parties and the sharing of risks accepted by both Parties in compliance with the provisions of the Civil Code;
- Shall remain in force after the Contract ceases in effect, whatever the reason for that development, until they have fully served their purpose.

## 14. Insurance

The Company certifies that it has obtained insurance from a reputable and solvent insurance company established in France, covering all the financial consequences of its professional, criminal and / or contractual liability with regard to any injury or material /immaterial damage caused to the Client or to any third Party within the context of the execution of the Contract. The policy concerned was obtained from AXA France IARD SA, a public limited company with share capital of 214 799 030 euros, with its registered office located at 313 Terrasses de l'Arche - 92727 Nanterre Cedex, RCS (trade and companies register) reference: Nanterre 722 057 460. The geographical coverage is Europe. The Company undertakes to provide the Client with any documentary evidence it may request.

## 15. Commercial References

The Company may cite the Client's name as a commercial reference in accordance with normal business practice, in particular in its press releases, business presentations and advertising material. Within this context, the Company is in particular authorized to use the Client's company name and/or trade name, as well as its distinctive signs (logo, trademark or image). The rights set out in this article shall remain in effect after the Contract ceases in effect for a further period of 6 months.

## 16. Subcontracting and assignment

### 16.1 Subcontracting

The Company is expressly authorized by the Client to use the Services of subcontractors within the context of the Contract in order to provide all or some of the Services.

### 16.2 Assignment

The Client may only assign or transfer the Contract, or all or some of its rights and obligations under the terms of the Contract, to a third Party after the Company has expressly agreed to this. The Client expressly agrees in advance that the Company may assign or transfer the Contract, or its rights and obligations under the terms of

the Contract to a third party, after notifying the Client of said assignment.

In the specific case of a change in control of a Party notably resulting from merger-takeover, demerger or partial asset transfer, the Contract shall then be treated in the same way as the other assets within the context of the universal transmission of assets, with no requirement to notify, or obtain advance permission from, the other Party.

## 17. General stipulations

### 17.1 Good faith

The Parties agree that they shall fulfil their respective obligations in absolute good faith.

### 17.2 Toleration

Unless specified otherwise in the Contract, the Parties agree that even if one of them tolerates a situation - for example by opting not to insist upon the application of certain stipulations of the Contract or indeed those of applicable laws or regulations - whatever the frequency and duration of this, this shall not amount to a modification of the Contract and shall not result in the other Party acquiring the rights from which it has benefited. What is more, such a toleration may not be interpreted as a waiver of the rights concerned.

### 17.3 Sincerity

The Parties declare that the present commitments are being made sincerely. In this regard, they each declare that there are no factors whose disclosure would have compromised the consent of the other Party.

### 17.4 Independence of the Parties

The Parties recognize that each of them is operating on its own behalf as a Party independent of the other. The Contract does not constitute an association, nor a franchise, nor a mandate issued by one of them to the other, and neither of them may make commitments in the name of or on behalf of the other. What is more, each of the Parties shall retain sole responsibility for its actions, assertions, commitments, services, products and personnel.

### 17.5 Non-exclusivity

The Contract does not in any way constitute a commitment to grant exclusive rights by either of the Parties. Each Party reserves the right to sign the same type of commitment for the same type of services with any third Party.

### 17.6 Headings

Should any difficulties in interpretation arise as the result of a contradiction between any of the headings at the start of the articles and any of the articles themselves, the headings shall be declared non-existent.



**17.7 Invalidity**

Should one or more stipulations of the Contract be deemed invalid or declared as such by application of a law, a regulation or a decision pronounced on a 'res judicata' basis by a court holding jurisdiction in the matter, the other stipulations shall retain their full force and scope.

**17.8 Address for service**

For the execution of the Contract and unless stipulated otherwise, les Parties agree that all correspondence and notifications are to be sent to their respective registered offices.

**18. Applicable law**

The Contract is governed by French law. This shall apply both to rules of substance and rules of form, regardless of the location in which the main or accessory obligations are fulfilled.

**19. Competent court**

In order to jointly arrive at a solution to any disputes that may arise during execution of the Contract, the Parties agree that they shall meet within 30 days of the receipt of a registered letter with receipt slip requested formally sent by one of the Parties to the other.

IF, SIXTY (60) DAYS AFTER RECEIPT OF NOTIFICATION SENT AS INDICATED IN THE PREVIOUS PARAGRAPH THE PARTIES HAVE NOT AGREED UPON A SETTLEMENT OR SOLUTION, THEY EXPRESSLY AGREE THAT THE DISPUTE SHALL BE SUBMITTED TO THE PARIS 'TRIBUNAL DE COMMERCE' (COMMERCIAL COURT), EVEN IN THE CASE OF MULTIPLE DEFENDANTS OR RECOURSE IN WARRANTY, AND EVEN FOR URGENT PROCEEDINGS, PROTECTIVE PROCEEDINGS, SUMMARY PROCEEDINGS OR PROCEEDINGS INSTIGATED BY APPLICATION.

**20. Appendices**

Appendix 1: Data processing agreement

**iRaiser signature**


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Name:

Role:

Date:

**Client signature**


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Name:

Role:

Date: