



LUCCA - Appendix 1 - GENERAL TERMS AND CONDITIONS

Appendix to the service contract

These General Terms and Conditions apply between the company Lucca (hereinafter 'Lucca'), domiciled at 151-157 avenue de France, 75013 Paris (France) - RCS [Trade and Companies Register] 441 637 691, and the Client (as specified in the Specific Terms and Conditions) and aim to define the terms of use of the Lucca solution(s) chosen by the Client, as described in the Specific Terms and Conditions. All of the General Terms and Conditions and Specific Terms and Conditions will hereinafter be referred to as the Contract. In case of inconsistency between the General Terms and Conditions and the Specific Terms and Conditions, the latter will prevail.

The General Terms and Conditions prevail over the terms and conditions set out in any documents issued by the Client. Lucca waiving enforcement of these terms and conditions cannot be interpreted as waiving the right to do so in the future. These General Terms and Conditions cancel and replace any general terms and conditions previously accepted by the Client.

1. DEFINITIONS

The words or phrases used in these General Terms and Conditions will have the meaning given in the following definitions whenever they are written with a capital letter:

1.1 Administrators: End Users responsible for the administration of the Services, having been trained by Lucca;

1.2 Year: Successive periods of twelve (12) consecutive months starting from the Subscription Start Date of a Subscribed Solution;

1.3 Client: the natural or legal person who signs the Contract, as identified in the Specific Terms and Conditions;

1.4 Contract: contract between Lucca and the Client, made up of these General Terms and Conditions and the Specific Terms and Conditions;

1.5 Data: refers to information, publications and, in general, data belonging to the Client and integrated by the latter into the Subscribed Solutions;

1.6 Subscription Start Date: launch date of the Subscribed Solutions agreed upon at the signing the Contract and mentioned in the Specific Terms and Conditions, which may be deferred under the conditions set out in Article 11.1 hereof;

1.7 Initial Term: the minimum commitment period of the Client as of the Subscription Start Date, as determined, where applicable, in the Specific Terms and Conditions;

1.8 Monthly Minimum Fee Billing Period: period of 12 months from the Subscription Start Date during which the Minimum Monthly Fee will be applied, under the conditions agreed in Article 12.1.1 hereof;

1.9 Software: software used by Lucca to provide the Subscribed Solutions, which can be accessed by the Client via the Internet in SaaS mode, including all improvements, updates and new versions;

1.10 Working Hours: Monday to Friday from 9:00 am to 5:00 pm (Paris time, UTC/GMT + 1), excluding French public holidays;



1.11 Services: services provided by Lucca to the Client as described in Article 2 herein, including access to the Subscribed Solutions and the maintenance service;

1.12 Solutions: all of the software solutions offered by Lucca as set out in its catalogue;

1.13 Subscribed Solutions: Solutions chosen by the Client and set up according to the Client's needs, as set out in the Specific Terms and Conditions;

1.14 End Users: users of the Client who have access to the Subscribed Solutions, via a unique login and password;

1.15 Settlement Unit: settlement units defined for each Subscribed Solution and used to calculate the price of the Services, as determined in the Specific Terms and Conditions.

2. PURPOSE

The purpose of the Contract is to define the conditions under which Lucca provides Services to the Client, as well as deployment and training services.

The Services include:

- (i) usage rights for the Subscribed Solutions in SaaS mode via a dedicated URL;
- (ii) Data hosting and backup, under the conditions defined in these General Terms and Conditions and the Specific Terms and Conditions;
- (iii) maintenance services and operational assistance (hotline) as defined below; and
- (iv) providing Administrators with information on news and developments relating to the Solutions.

The Services do not include implementation services for the Subscribed Solutions or training services. If the Client subscribes to these additional chargeable services, they will be invoiced separately by Lucca to the Client, under the pricing terms agreed in the Specific Terms and Conditions.

The Client acknowledges having been given a demonstration of the Services and having been able to ask all the necessary questions, and states that the Services meet its needs. The Client also acknowledges having been informed of all the technical requirements of the Services and states that the Subscribed Solutions are compatible with its information systems.

3. USAGE RIGHTS FOR THE SUBSCRIBED SOLUTIONS

Hosting of the Subscribed Solutions is managed by Lucca under the terms and conditions described in Article 4 of Lucca's General Terms and Conditions. The Subscribed Solutions are accessible to End Users in SaaS mode via a secure SSL connection (https) and a dedicated url.

These usage rights for the Subscribed Solutions are granted on a non-exclusive, personal and non-transferable basis, worldwide and for the term of the Contract.

This Contract does not include any transfer of the intellectual property rights attached to all or part of the Software, which remains the sole property of Lucca or its licensors.



Lucca reserves the right, at its discretion, to release new versions, updates or upgrades of the Software and/or Subscribed Solutions, which will be uploaded as soon as they are available. It is expressly agreed that the Client will only be able to access the latest versions of the Software and the Subscribed Solutions.

4. DATA BACKUP AND HOSTING

Data is hosted by Lucca on OVH servers, based in the European Union. Data can be hosted in Switzerland (on Microsoft Azure servers) for clients based in Switzerland (upon request when contracting). Any change to the localization of the servers outside the European Union, or Switzerland, where applicable, and/or to the host, will be submitted to the terms of article 15.2 thereof.

The Client assumes editorial responsibility for the use of the Services. The Client undertakes not to use the Subscribed Solutions for illegal purposes or in a manner that may harm public order, Lucca's image or the rights of third parties. The Client is solely responsible for the quality, lawfulness and relevance of the Data and content it transfers for the purpose of using the Services. It also guarantees that it is the owner of intellectual property rights allowing it to use the Data and content. Consequently, Lucca assumes no liability in case of noncompliance of the Data and/or content with laws and regulations, public order or even the needs of the Client. The Client guarantees Lucca against any third-party claims as a result of the Data or use of the Subscribed Solutions that does not comply with the above commitments and shall indemnify it against any damage suffered in respect thereof, including (but not limited to) all costs (such as legal fees) that Lucca may incur for its defence. More generally, the Client is solely responsible for the content and messages disseminated and/or downloaded via the Subscribed Solutions. The Client remains the sole owner of the Data.

The Services include (i) backup of all Data related to the use of the Subscribed Solutions from their launch and (ii) daily backup of the Client's Data relating to the Subscribed Solutions, it being specified that these backups will be stored for one (1) month, after which they will be destroyed.

5. MAINTENANCE

5.1 Corrective maintenance

Lucca shall carry out corrective maintenance on the Subscribed Solutions for the term of the Contract and shall correct any repetitive and reproducible defects preventing full execution of the Subscribed Solutions within 48 hours of them being reported in writing by an Administrator.

Access to the Subscribed Solutions may occasionally be suspended due to maintenance work required for the proper operation of the Software. In case of interruption to access the Subscribed Solutions during Working Hours for maintenance, Lucca shall inform the Client of this 48 calendar hours in advance so that the latter can take steps to avoid any disruption to its business. Lucca cannot be held liable for any impact of this unavailability on the Client's business.

5.2 Service Levels

Lucca makes the following service commitments, as part of an obligation of means:

- 99% availability of the Subscribed Solutions, 24 hours a day, 7 days a week;
- A load time of less than one second for the home page of the Subscribed Solutions.

Lucca undertakes to use all reasonable means at its disposal to ensure a good quality of access to the Subscribed Solutions and the Services under the conditions stipulated above. The Client acknowledges and accepts the nature and limits of sending information via the Internet, as well as the costs inherent in connecting to this network. It is the Client's



responsibility to ensure that the technical specifications of the hardware and software it uses allow it to access the Subscribed Solutions under proper conditions, and to take all appropriate measures for protection against possible virus infection.

If the Subscribed Solutions are unavailable for more than four Working Hours per month for reasons solely attributable to Lucca, excluding planned maintenance periods, compensation equal to 10% of the monthly fee for the unavailable Subscribed Solution(s) will be due for each hour of unavailability. 'Unavailability' means the impossibility of accessing the Subscribed Solutions, even using a workaround.

This compensation is capped, each month, at an amount equivalent to one-twelfth of the yearly subscription fee paid for each of the unavailable Subscribed Solutions. This compensation is a penalty clause, intended to compensate the Client for any damage suffered as a result of the unavailability of the Subscribed Solutions.

6. OPERATIONAL ASSISTANCE (HOTLINE)

Lucca undertakes to provide Administrators with operational and technical assistance every working day from 9:00 am to 5:00 pm (Paris time, UTC/GMT + 1).

Operational and technical assistance means support intended to remedy any dysfunctions and help the Client understand the features of the Software.

It is expressly specified that tasks relating to the day-to-day administration of the Software (for example: creation of new End Users, compilation of reports, generation of preconfigured exports to the Client's accounting and payroll solutions, validation, reclassification, adjustment and, more generally, handling of the personal situations and requests of employees in the Solutions, etc.), changes to the settings of the Subscribed Solutions (for example: creation or modification of profiles or accounts) and responses to questions from End Users with regard to the use of the Subscribed Solutions are not covered by this assistance agreement, but are the sole responsibility of the Client, via its Administrators. If Lucca is asked to provide these services on behalf of the Client, they will be invoiced separately to the Client, at the rate in effect at Lucca at that time.

7. IMPLEMENTATION SERVICES FOR THE SUBSCRIBED SOLUTIONS AND TRAINING SERVICES

If the Client has subscribed to these services, Lucca shall provide the Client with implementation services for the Subscribed Solutions and training services for Administrators on the use, administration and configuration of the Subscribed Solutions, as described in the Specific Terms and Conditions.

The conditions for these services will be determined in the Specific Terms and Conditions (including financial conditions).

In the event Lucca is required to perform services not listed in the Specific Terms and Conditions, these will be charged to the client in addition at the rate in effect at Lucca at that time.

Each training session will include a maximum of five (5) Administrators in addition to the Lucca trainer(s). "Managers" training sessions dedicated to Poplee Engagement will include a maximum of twenty (20) managers.

8. DUTY OF COOPERATION

The Client undertakes to provide Lucca with all the documents required for the provision of the Services and to cooperate actively in their implementation. To this end, the Client undertakes to make itself available to approve the audit



reports before setting up the Subscribed Solutions and to perform tests on the Subscribed Solutions (as provided for in the Specific Terms and Conditions) before they go into production.

The Client must also provide all documents specific to it (for example, for the integration of historical data or the determination of settings, as provided for in the Specific Terms and Conditions) within the time frames reasonably set by Lucca. The Client will be solely responsible for delays in the implementation of the Subscribed Solutions as a result of the total or partial absence of these documents and information.

The Client will also be responsible for establishing criteria for the configuration of the Subscribed Solutions provided to Lucca, as well as their compatibility with its needs and applicable regulations. In case of a change to the criteria thus defined, the Client, via an Administrator, will be solely responsible for changing the relevant settings. If Lucca is asked to provide these services on behalf of the Client, they will be invoiced separately to the Client, at the rate in effect at Lucca at that time.

The Client states and agrees that it shall always have on its staff at least one Administrator who has completed administrator training for the Subscribed Solutions, and acknowledges and accepts that this condition is essential for the proper performance of the Contract and the implementation of operational assistance.

In case Lucca has to perform additional services due to non-compliance with the collaboration obligations of this article, these will be charged to the client additionally at the rate in effect at Lucca at that time.

9. USE OF APIS

The use of access rate to the APIs made available to the Client is detailed in the API documentation available via <https://developers.lucca.fr/docs/lucca-legacyapi/341b5d1329f06-getting-started> (or any site that may replace it).

Lucca reserves the right to limit access to the APIs or to revoke the API key used by the Client, in the event of misuse by the Client, including continuous usage and/or usage exceeding the mentioned rate in the API documentation.

So as to provide an optimal level of Solutions service quality, Lucca reserves the right, at any time and without prior notice, to change this limitation to the number of requests per minute, by defining values in number of requests per minute per group of APIs (each API will be associated to a group, and each group will have its own limit).

10. CONFIDENTIALITY OF LOGINS

Administrators will be responsible for creating new End Users and deleting the credentials of End Users who no longer need to access the Subscribed Solutions. Each End User will be allocated a personal, confidential and non-transferable login and password giving him or her access to all or part of the Subscribed Solutions, in accordance with the rights defined by the Administrator who created the account.

Credentials are intended to limit access to the Subscribed Solutions and protect the integrity and availability of the Subscribed Solutions, as well as the integrity, availability and privacy of Data, including Personal Data, as provided by the Client.

The End User may not under any circumstances pass on a login and access code to a third party. In any case, the Client is responsible for ensuring compliance by all End Users with the provisions herein. In order to respect the confidentiality of these identifiers, the Client and End Users must also:

- inform an Administrator immediately in case of loss or theft of their credentials. The Administrator must then reset them immediately;

- make sure they log out of their session after use and always lock their workstation whenever they leave it.

In general, the Client assumes responsibility for the security of individual workstations with access to the Subscribed Solutions.

11. DURATION AND TERMINATION

11.1 Term of the Contract

The Contract takes effect from its signing date.

The 'Subscription Start Date' is the launch date of the Subscribed Solutions agreed at the time of signing of the Contract and mentioned in the Specific Terms and Conditions. It is understood, however, that in case of a delay in the launch of a Subscribed Solution for which the Client is not responsible, the Subscription Start Date will be postponed to the effective launch date of the Subscribed Solution.

The Contract is entered into for an indefinite term, unless the Parties have agreed on an Initial Term in the Specific Terms and Conditions. In this latter case, the Contract shall be renewed by tacit agreement for an indefinite term at the end of the Initial Term.

When the Contract is for an indefinite term, from inception or following a renewal, either Party may terminate it at any time in the following manner:

- (i) for the Client: by email to facturation@lucca.fr, or by registered letter with acknowledgement of receipt, with three (3) months' notice;
- (ii) for Lucca: by registered letter with acknowledgement of receipt, sent to the Client, with twelve (12) months' notice.

11.2 Termination for fault

Each Party may terminate the Contract automatically in case of non-compliance by the other Party with its essential obligations by registered letter with acknowledgement of receipt with thirty (30) days' notice, without prejudice to any damages that may be owed to it, or any other remedy it may exercise against the defaulting party. Lucca shall also be entitled to terminate the Contract automatically and without notice if the Client infringes its intellectual property rights and/or uses the Subscribed Solutions for illegal purposes or those not authorised herein.

In case of termination of the Contract for fault on the part of the Client, Lucca shall keep all amounts already paid by the Client without the latter being able to claim any refund and without prejudice to any other rights, including the right to damages.

11.3 Effect of termination of the Contract - Reversibility

At the end of the Contract, for whatever reason, the Client will no longer be entitled to the Services and will no longer have access to the Subscribed Solutions.

Lucca undertakes to provide the Client, at its request and for a maximum of thirty (30) days following termination of the Contract, for whatever reason, raw Data through exports in CSV format. Any specific assistance will be invoiced by Lucca for time spent at the rate in effect at Lucca at that time.

After these thirty (30) days, Lucca shall delete, or have deleted, all Data, except payslips uploaded by the Client through the 'Pagga Payslip' Solution, which will be kept for fifty (50) years from the end of the Contract.



Lucca guarantees their availability to the Client's employees for the same period through Pagga Payslip, the secure payslip distribution and storage solution, whose secure website <https://pagga.ilucca.net> is managed by Lucca. Lucca also guarantees that, in case of cessation of activity, the owners of the payslips stored in Pagga Payslip will be informed at least three (3) months before the closure of the services to allow them to recover their payslips.

12. FINANCIAL CONDITIONS

12.1 Monthly fee owed for the Services

12.1.1 Calculation of the monthly fee

In exchange for the Services, the Client agrees to pay Lucca a monthly fee calculated for each month as follows:

$$\begin{array}{c} \text{(number of Settlement Units per Subscribed Solution used in the given month by the Client)} \\ \times \\ \text{(unit price of these Settlement Units)} \end{array}$$

The unit price of the Settlement Units of each Subscribed Solution is set forth in the Specific Terms and Conditions.

For the Monthly Minimum Fee Billing Period, the Parties agree on a minimum monthly fee (the "Minimum Monthly Fee") equal to 75% of one-twelfth of the provisional yearly amount agreed upon in article 12.1.2 hereof ("Payment and invoicing terms for the monthly fee"), regardless of the Client's actual usage.

The pricing conditions, and in particular, but without limitation, the unit price of the Settlement Units will be indexed automatically and without any prior formality or prior notification, each Year, even during the Initial Term, on the anniversary date of the Subscription Start Date of the Subscribed Solution(s) within the limit of the variation in the SYNTEC index, which is published monthly by the Syntec Federation.

Indexation will be based on the following formula :

Indexed price = Reference price x (comparison index/reference index)

- for reference price: the prices applicable on December 31 of the calendar year preceding the indexation date
- for comparison index: the latest SYNTEC index published on January 1 of the calendar year in progress at the indexation date
- for reference index: the latest SYNTEC index published on January 1 of the calendar year preceding the indexation date.

Indices published on January 1st generally correspond to the index for November of the previous calendar year.

Example: the contract is signed between the Parties with a Subscription Start Date of August 1, 2023 (year N). Prices will be indexed for the first time on the new provisional yearly amount on August 1, 2024 (year N+1), with (i) for the reference price, the prices applicable on December 31, 2023 (year N), (ii) for the reference index, the latest index published on January 1, 2023 (year N) and (iii) for the comparison index, the latest index published on January 1, 2024 (year N+1).

Example: the Client has a contract with Lucca since 2017 with a Subscription Start Date of June 1, 2017. The financial conditions of this Client are modified with application of the present price indexation clause from January 1, 2025. The first indexation will take place on the anniversary date of the Subscription Start Date, i.e. June 1, 2025, with (i) for the reference price, the prices applicable on December 31, 2024, (ii) for the reference index, the latest index published on January 1, 2024, and (iii) for the comparison index, the latest index published on January 1, 2025.

In the event of the SYNTEC index disappearing for any reason whatsoever, the calculation will be based on the replacement index, using a correlation coefficient if necessary; in the absence of a replacement index, the Parties will

use the nearest index. Unless Lucca expressly indicates otherwise in writing to the Client for a specific year, Lucca's failure to apply all or part of this indexation in one or more years shall in no way constitute a waiver of its application, either for the past or for the future.

In addition to the application of the above Syntec indexation clause, Lucca may also modify the financial conditions applicable to the Client, in particular but without limitation, by increasing the price of the Settlement Units, by modifying the methods of calculation of the monthly or annual Fee and/or by integrating or withdrawing options from the various Subscribed Solutions.

In such a case, Lucca will inform the Client by any means at least four (4) months before the effective date of the change in financial conditions. If the Client does not accept these financial modifications, he may terminate the Contract for the Subscribed Solutions concerned by giving three (3) months' notice, in the form indicated in article 11.1 hereof. In the event that the Parties have agreed on an Initial Term, the Client may also terminate the Contract for the Subscribed Solutions concerned by the change in financial conditions by giving three (3) months' notice, in the form indicated in article 11.1 hereof, provided that Lucca is notified of such termination within a maximum period of 30 days following notification by Lucca of the change in financial conditions. In the absence of termination within such period, the Client will be deemed to have accepted the change in financial conditions and will no longer have any such right to terminate as a result. In all cases, if the Contract has not been effectively terminated by the effective date of the change in financial conditions, the said changes, and all the conditions arising therefrom where applicable, will be deemed to have been accepted by the Client and will apply as of right without any further formality being required.

12.1.2 Payment and invoicing terms for the monthly fee

Monthly fees will be invoiced yearly in advance at the start of each Year, according to a usage estimate made as follows:

- For the first Year, this estimate is based on headcounts provided by the Client;
- For subsequent Years, this estimate is based on the usage recorded in the last month of the previous Year.

The amount thus invoiced will be adjusted according to the actual usage at the end of each Year and, if this date is different, at the end of the Contract, as follows:

- if the usage is higher than the estimated monthly fees paid at the beginning of the year, the Settlement Units used in addition to those already paid for will be invoiced to the Client;
- if the usage is lower than the estimated monthly fees paid at the beginning of the year (within the limit of the Minimum Monthly Fees referred to in Article 12.1.1 – for the Monthly Fee Billing Period, or, if the effective term of the Contract is less than this period, pro rata to the effective term of the Contract), Lucca shall deduct the amount of unused Settlement Units from the provisional yearly amount owed for the following Year or, in case of termination of the Contract, shall issue a credit note and reimburse the Client for Settlement Units paid for and not used.

This refund will be made within thirty (30) days of the effective termination of the Contract, subject to full payment by the Client of all amounts owed thereunder.

12.2 Provision of services (setup)

The provision of setup services not included in the Services, including implementation and training services, are invoiced according to the following schedule:

- 50% upon receipt of the order (at Contract signature)
- 50% on the Subscription Start Date.



Deployment of the Solutions is done entirely remotely (meeting by teleconference). On-site training may be provided at the Client's request if the context of the project justifies it, in which case any travel and accommodation costs will be invoiced on the basis of the costs actually incurred.

12.3 Applicable taxes

All amounts and payments owed under the Contract exclude taxes. Consequently, amounts to be paid for the performance of the Contract will be increased by VAT at the rate in effect on the date of payment and/or any other applicable taxes.

12.4 Payment terms

Invoices will be payable within 30 days of the date of invoice.

In case of late payment of any amount, and after two reminders by email which have remained unanswered, Lucca may suspend access to all or part of the Services, automatically and without further formalities or notice. All late payments will give rise to the application of late penalties, the rate of which is equal to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation on the invoice due date, plus ten (10) percentage points, without prejudice to the application of the provisions of article 1231-6 of the French Civil Code, and a fixed sum of €40 for recovery costs, pursuant to article L441-10 of the French Commercial Code. These are payable with no need for formal notice. Lucca also reserves the right to claim additional compensation when the costs actually incurred are higher than this amount.

13. GUARANTEE

Lucca commits to taking responsibility for the Client's defence or resolving amicably any claims or actions for infringement of valid copyrights or patents (and, in general, any intellectual property rights) brought by third parties, arising from the use of the Subscribed Solutions by the Client in accordance with the terms of this Contract. If these actions have serious consequences for the use of the Subscribed Solutions by the Client, Lucca may (i) replace the Software with non-infringing software with equivalent features; (ii) change the Software and/ or Subscribed Solutions so that they are no longer infringing while maintaining equivalent features; (iii) obtain for the Client, at Lucca's expense, the right to continue using the infringing Subscribed Solutions; or (iv) if it is not feasible to take any of the steps set out above within a reasonable time frame, or if these steps prove to be commercially unreasonable, terminate the Contract and refund to the Client the monthly fees paid in advance but not used. The above are the only remedies the Client may exercise in case of actions brought by third parties. This compensation will only be awarded on condition that the Client inform Lucca, in writing, of any action brought by a third party in relation to this compensation obligation, within thirty (30) days of the date on which the Client is informed of this action. Notwithstanding the foregoing, Lucca shall be under no obligation to the Client under this Contract if the action results or arises from (i) the use of the Subscribed Solutions in combination with all or part of any software, tool, equipment or any other component not provided or recommended in writing by Lucca; (ii) the use of the Subscribed Solutions in a manner, in an environment or for purposes for which they were not designed, or against Lucca's recommendations or instructions for use; or (iii) any other changes or improvements made to the Subscribed Solutions by the Client or any other third party that have not been authorised or approved by Lucca.

14. LIABILITY

The Client is solely responsible for the choice and use of the Services, including any misuse of the Subscribed Solutions.



Lucca cannot under any circumstances be held liable for non-material damage of any kind, including operating loss, indirect damage, loss of information and damage caused to third parties. Lucca cannot be held liable for loss of time or disruption to production incurred in the performance of the work assigned to it herein or resulting from the total or partial failure to access the Services.

In any event, in all cases where the law permits such limitation, Lucca's total liability in connection with the performance hereof shall be expressly limited to the amounts actually paid by the Client for three (3) Years. This clause has been freely negotiated by the Parties and ensures a fair balance between the mutual obligations of the Parties, particularly in light of the financial terms and conditions granted to the Client. It is a material condition without which Lucca would not have signed the Contract.

In the event that a separate agreement is signed between the Parties in addition to these general terms and conditions (such as an agreement relating to the processing of Personal Data), this clause shall be fully applicable to it.

15. PROTECTION OF PERSONAL DATA

The provisions of this article shall apply only in the event that the Parties have not signed a separate agreement on the processing of Personal Data. Otherwise, said agreement shall supersede the terms of this clause.

The Parties undertake to comply with legal regulations applicable to the processing of Personal Data. The terms used in this article are subject to the definitions given in Regulation EU 2016/679 of the Parliament and of the Council of 27 April 2016, known as the 'General Data Protection Regulation', and amended Law no. 78-17 of 6 January 1978 on data protection.

For the purposes of this clause, 'Personal Data' has the meaning given to it in the General Data Protection Regulation.

15.1 Personal Data processing by the Parties each acting as Data Controllers

The Parties may collect and process Personal Data of the other Party for the purpose of managing their clients, suppliers and potential clients or for the purpose of performing the Contract.

In this case, the Parties are separate controllers of such Personal Data within the meaning of the applicable regulations and undertake to comply with the latter.

In this context, Lucca acts as data controller in the processing of the Personal Data of Administrators (first name, surname and business email address only) in order to communicate with the latter and to provide them with the Services as well as any maintenance and training services, and to inform them of general and/or current information about Lucca's services and solutions.

This processing is justified by the legitimate interest of Lucca. For the purposes of such processing, Lucca alone shall determine the purposes and means of the processing of the Personal Data of Administrators, including the means by which the Administrators are contacted, the processing of tickets issued by the Administrators, and the retention period of the related Personal Data, without the Client being able to interfere with the conditions of said processing. Lucca is therefore responsible for distinct data processing.

For the purpose of processing the Personal Data of the Administrators, Lucca resorts to sub-processors, in particular for data hosting purposes, for the maintenance of its information system and for electronic and postal distribution.

The list of these sub-processors is available via the following link:
https://docs.lucca.fr/security/Lucca_-_Security_for_IT_data.pdf.

In all cases in which the Administrators' Personal Data are processed by third parties, Lucca ensures that the Personal Data provided continues to benefit from a level of protection equivalent to that implemented by



Lucca.Lucca has therefore entered into binding commitments with its sub-processors to ensure that the Personal Data of Administrators is processed exclusively for the purposes defined by Lucca, and that the measures necessary to ensure the confidentiality and security of the Personal Data are taken in accordance with the applicable regulations.

In this context and for the purposes of carrying out mailing operations to the Administrators, Lucca resorts to sub-processors located outside the European Union (SalesForce, see https://docs.lucca.fr/security/Lucca_-_Security_for_IT_data.pdf). In this context, the Personal Data of the Administrators that is strictly necessary for these mailing operations shall be transferred outside the European Union. Lucca has entered into the necessary binding commitments with the relevant sub-processors for the protection of Personal Data and in particular the European Commission's Standard Contractual Clauses governing the transfer of Personal Data to sub-processors established in third countries.

Lucca shall retain the Administrators' Personal Data for the period necessary to achieve the purposes pursued, subject to any legal archiving possibilities, requirements to keep certain Data, and/or anonymization.

Personal Data (first name, surname and business email address only) and exchanges with Administrators shall therefore be retained for five (5) years after the end of the Contract for any reason, to enable Lucca to demonstrate compliance with its legal or contractual obligations if necessary. It will then be permanently destroyed.

In this context, the Administrators shall therefore have rights of access to their Personal Data, and of rectification or erasure thereof, the right to restrict processing concerning the data subject, the right to object to processing, the right to define directives concerning the post-mortem processing of their Personal Data and the right to the portability of their Personal Data. They may exercise these rights by sending an email to the following address: rgpd@lucca.fr – 151-157 avenue de France, 75013 Paris, France.

The Client undertakes to inform the Administrators of the processing of their Personal Data under the conditions described in this clause and to provide them with information concerning this processing and particularly the manner in which they can exercise their rights in respect of their Personal Data in relation to Lucca. The Client shall inform Lucca without delay of any request from the Administrators relating to the processing of their Personal Data by Lucca that may be addressed to the Client. The Client also undertakes to inform Lucca in writing of any changes to the Personal Data of the Administrators thus processed and in particular to inform Lucca of any departure of an Administrator from their company and/or change of contact details, position or responsibility.

In the event that the Administrators object to this processing, Lucca shall not be able to comply with its contractual obligations as set out herein in the Contract and, in particular, its obligations with respect to maintenance and training. The Administrators will be able to unsubscribe from any newsletters sent to them. However, in this case, they will not be informed of the changes and new features of the Services and the Client may, therefore, not fully benefit from the Subscribed Solutions.

15.2 Personal Data processing by Lucca as Processor

In the context of the Services, Lucca may also be required to process Personal Data on the Client's behalf. In this case, the Client shall act as controller and Lucca as Personal Data Processor, within the meaning of the applicable regulations.

Personal Data processed within this framework is generated for the processing purposes described in the relevant Solutions, namely management by the Client of its employees' : (i) leave and absences (Timmi Absences), (ii) remote work (Timmi Office), (iii) time tracking (Timmi Timesheet), (iv) financial monitoring of projects (Timmi Projects), (v) expense reports (Cleemy Expenses), (vi) expenditure commitments (Cleemy Procurement), (vii) online distribution of payslips (Pagga Payslip), (viii) wage bill (Pagga Compensation), (ix) hr files (Poplee Core HR), (x) employee reviews and goal (Poplee Performance), (xi) training requests and completed training courses (Poplee Training),(xii) well-being at work improvement (Poplee Engagement), and/or (xiii) collection and transfer of data to be sent to payroll (Pagga Payroll assistant).



To this end, Lucca undertakes:

- to keep Personal Data confidential and process it in accordance with the documented instructions of the Client within the strict framework of its use of the Services and pursuant to the purposes of the Services as chosen by the Client. If Lucca believes an instruction from the Client constitutes a breach of the General Data Protection Regulation, it shall inform the Client of this as soon as possible;
- to ensure that only Lucca's employees duly authorized to assist it in the performance of the Contract and the supply of the Services shall have access to the Personal Data concerned;
- to take all appropriate steps to ensure that its employees who have access to confidential Personal Data respect its confidential nature, and train them in applicable data protection regulations. The security measures put in place by Lucca are available at this link ([https://docs.lucca.fr/security/Lucca - Security for IT_data.pdf](https://docs.lucca.fr/security/Lucca_-_Security_for_IT_data.pdf)). Only Lucca's employees duly authorized to assist it in the performance of the Contract and the supply of the Services shall have access to the Personal Data concerned;
- to take appropriate technical and organizational measures to protect the data from any unauthorized disclosure, unlawful processing of Personal Data or any loss, accidental destruction or damage. These measures will be tailored to the nature of the Data and the severity of the harm likely to occur. Lucca shall update the security measures in line with the latest technical developments. The Client acknowledges having taken cognizance of these measures and having been able to satisfy itself that they are appropriate for the protection of Personal Data.

Despite these reasonable measures to protect Personal Data, no transmission or storage technology is infallible. Therefore, and in accordance with the applicable European regulations, in the event of a breach of the Client's Personal Data, Lucca undertakes to inform the Client of this breach by any means so that the latter may, when required by said regulations, notify it to the competent supervisory authority and, where applicable, to the data subjects (individually or in general as the case may be). In the event of a breach of Personal Data, Lucca shall notify the Client as soon as possible and, when possible, no later than forty-eight (48) hours after becoming aware of the breach and shall reasonably cooperate with the Client in identifying the causes and, where possible, the effects of the breach, and the measures necessary to remedy it.

- not to transfer any Personal Data outside European territory without first informing the Client. However, if it wishes to transfer Personal Data outside the European Union, Lucca shall seek the Client's prior written consent and shall satisfy itself that, in the country of transfer, an adequate level of protection of the Personal Data is provided, or to sign a specific agreement to ensure protection of the Personal Data in compliance with the applicable regulations.

If Lucca is required by EU law or the law of the Member State to which it is subject to transfer Personal Data to a third country or an international organization, it shall inform the Client of this legal obligation prior to the transfer, unless the law in question prohibits such information for reasons of overriding public interest;

- to provide, at any time on request from the Client, a complete and up-to-date list of all its sub-processors, it being understood that the Client hereby agrees to the processing of Personal Data for the purpose of the performance of the Services. Lucca has obtained from its sub-processors (and undertakes to obtain from any future sub-processors) the signing of a contract guaranteeing their compliance with the obligations set out in this Personal Data clause. Lucca shall remain liable for the actions or omissions of its sub-processors as if such action or omission were of its own doing.

To this end, Lucca informs the Client that hosting of the Data is subcontracted to the company OVH on servers located in the European Union and upon Client request, to the company Microsoft Azure for the Data of clients domiciled in Switzerland.

Lucca shall inform the Client of any changes relating to its sub-processors during the performance of the Services. Lucca will do everything it can to inform the Client of such a change at least three (3) months before its implementation, unless

the subsequent change of sub-processor is justified by security reasons and/or must be implemented quickly for the purposes of the Services' proper functioning. This information may be given by any means (and particularly via an information message available in the Solution and/or by email). In the event that the Client has legitimate reasons to object to the change of sub-processor, it shall be entitled to terminate the Contract at no expense in accordance with the provisions of Article 11.1 hereof;

- to reasonably assist the Client in complying with the obligations set out in Articles 32 to 36 of the GDPR regarding security of processing, notification of breach to the supervisory authority and communication to data subjects, carrying out impact assessments or prior consultation of the supervisory authorities, taking into account the nature of the processing and the information at Lucca's disposal and under the conditions defined in this Contract. Therefore, Lucca shall provide the Client with all reasonable assistance (particularly by providing necessary information) to enable it to fulfill its obligation to carry out an impact assessment within the meaning of the Applicable Regulations. Lucca also undertakes to provide the Client with all information it has that would be necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR.

- to keep a record of Personal Data processed on behalf of the Client including all the information listed in Article 30.2 of the GDPR and to make available to the Client the documents necessary to demonstrate compliance with all of its obligations and enable audits, either by the Client alone or with the assistance of a third-party auditor and contribute to such audits. Lucca must be given ten (10) working days' written notice of any audit carried out by the Client.

This notification must specify the name of the auditor as well as the conditions for conducting the audit. Lucca may, within eight (8) working days of receipt of this notification, object to the choice of auditor selected by the Client. Lucca shall then suggest three recognised and independent audit firms that the Client may use to carry out this audit. However, the number of audits may not exceed one per 24 months. For any additional audits, Lucca will be entitled to invoice the Client for all costs borne by Lucca as a result of this audit, as well as any staff and external consultancy costs;

- To immediately notify the Client of any action or complaint by an employee of the Client concerning the processing of Personal Data and relating in particular to the exercise of rights of data subjects (right of access, rectification, erasure and objection, right to restrict processing, right to define directives for the post-mortem processing of Personal Data, right to the portability of data, and right not to be subject to automated individual decision-making, including profiling). Lucca shall provide support to the Client on request. Lucca will only communicate with the data subject with the prior written consent of the Client as to the content of the communication. Within the Solutions, the Administrator can use the right to be forgotten module and advanced configuration and can therefore manage the deletion of Personal Data of individuals who have left the Client's organization. Users for whom the right to be forgotten module is applied can no longer be directly identified. However, certain Personal Data may not be deleted before the end of the Contract to guarantee the proper functioning of the corresponding Solution(s), such as the users' main role, their contract start and end dates, their legal entity, and their department. Depending on the Subscribed Solutions and the configuration of the entity, the type of data that should or should not be deleted may vary. In any case, all Personal Data will be deleted at the end of the Contract, under the conditions defined below. The Client shall be exclusively responsible for the use of this feature by Administrators. Lucca shall not, on any account, be held liable for any data loss caused by the use of this feature by the Client or the Administrators;

- to cease processing Personal Data upon the expiration of the Contract within the time and under the conditions set out in Article 11.3 hereof. Lucca shall destroy all copies of the Personal Data to which it has had access and will obtain their destruction by any sub-processors;

For its part, the Client undertakes:

- to document in writing and provide Lucca with the necessary instructions for the Personal Data processing, including in the event of processing of sensitive data within the meaning of Article 9 of the General Data Protection Regulation ("Sensitive Data");

- to ensure that the Personal Data processing is lawful, whether or not it involves Sensitive Data;
- to provide information to data subjects concerned by the processing at the time of collecting the Personal Data and give those data subjects the possibility of exercising their rights in respect of their Personal Data (right of access, rectification, erasure and objection, right to restrict processing, right to define directives for the post mortem processing of Personal Data, right to the portability of data, and right not to be subject to automated individual decision-making, including profiling);
- to ensure the lawfulness, information and authorization of data subjects, where applicable, in the processing of their Personal Data in the context of the Services. The Client shall inform Lucca in writing before any processing of Sensitive Data through the Services. The Client is hereby informed that Lucca does not have the necessary certification for hosting health Data, which should therefore not be provided as part of the Services;
- To ensure that individuals who have access to Personal Data through the Services comply with the security rules put in place by Lucca, keep their login and password strictly confidential and inform Lucca immediately of the loss or theft of this identifying Data.
- To restrict data communicated in connection with the Services solely to the Personal Data necessary to provide them.

15.3 Appointment of a Data Protection Officer (DPO)

Lucca has appointed a Data Protection Officer who may be contacted at rgpd@lucca.fr.

16. CONFIDENTIALITY

Each of the Parties is obliged (i) to keep all the information it receives from the other Party confidential, including (ii) not disclosing confidential information of the other Party to any third party, other than employees or agents who need to know it; and (iii) to use confidential information of the other Party only for the purposes of exercising its rights and meeting its obligations under the terms of the Contract. Notwithstanding the foregoing, neither of the Parties shall have any obligation with regard to information that (i) has fallen or falls into the public domain through no fault of the Party receiving it; (ii) is developed independently by the Party receiving it; (iii) was known to the Party receiving it before the other Party disclosed it; (iv) is received legitimately from a third party not bound by confidentiality; or (v) has to be disclosed under the law or by the order of a court (in which case it must only be disclosed to the extent required and after informing the Party that provided it in writing). The obligations of the Parties with regard to confidential information will remain in force for the term of the Contract and, after its expiry, as long as the information concerned remains confidential for the Party disclosing it and, in any case, for five (5) years after the expiry of the Contract. Each of the Parties must return all copies of documents and media containing confidential information of the other Party after termination of the Contract, for whatever reason. The Parties also undertake to ensure compliance with these provisions by their staff, and by any employee or third party that may be involved in any way with the Contract.

17. REFERENCES

By express agreement between the Parties, Lucca may mention the Client's name on a list of Client references, published on its website as well as in its commercial documents. The Client authorises Lucca to use its trademark and logo for the strict purposes of this communication.



18. APPLICABLE LAW/JURISDICTION/MISCELLANEOUS

This Contract is governed by French law.

ANY DISPUTE THAT MAY ARISE FROM ITS VALIDITY, INTERPRETATION, PERFORMANCE AND/OR TERMINATION WILL BE SUBJECT TO THE SOLE JURISDICTION OF THE COMPETENT COURT OF PARIS, even in the event of multiple defendants, introduction of third parties or interlocutory proceedings.