

## LUCCA - GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply between Lucca, whose registered office is located at 151-157 avenue de France 75013 Paris (France) - RCS 441 637 691 (hereinafter "**Lucca**"), and the Client (as designated in the Specific Terms and Conditions). Lucca and the Client are collectively and individually referred hereto to as the "Parties" and the "Party".

The purpose of the General Conditions is to define the general terms and conditions of use of the Lucca solution(s) chosen by the Client, as described in the Specific Terms and Conditions.

All of the documents listed below constitute the contract between Lucca and the Client (the "Contract"):

- The business proposal (or "Specific Terms and Conditions");
- This appendix "General Terms and Conditions" (including its appendix "Personal Data Processing Agreement - DPA")
- Any other potential appendixes to the Contract.

In case of inconsistency between the present documents, the terms of the higher-ranking documents shall prevail, except in the event of a derogation from the present contractual order of priority provided for by a specific provision appearing in the documents. The Contract prevails over the terms and conditions of all documents issued by the Client.

These General Terms and Conditions cancel and replace any general terms and conditions of sale previously accepted by the Client. The Parties declare and represent that they are bound by the Contract in accordance with all of the laws, regulations and other requirements that are respectively applicable to them.

### Article 1 - DEFINITIONS

Each word or expression used in the context of the Contract shall have the meaning given in the following definitions whenever they are written with a capital letter :

**Additional Provisions of Services:** additional services to the Initial Provisions of Services and the Services, ordered by the Client after the Contract has been signed, as described and invoiced in an additional quotation issued by Lucca and accepted by the Client;

**Administrators:** End Users responsible for the administration of the Subscribed Solutions;

**Annual Advance Payment:** amount defined in article 12 of the General Terms and Conditions, invoiced by Lucca to the Client on the Subscription Start Date and then at the beginning of each Year as the annual fee due for the Services;

**Business days:** Monday to Friday during Business hours, excluding public holidays in France;

**Business hours:** 9 a.m. to 5 p.m. (Paris time, France) on Business Days ;

**Client:** the legal natural or legal person signing the Contract, as identified in the Specific Terms and Conditions;

**Contract:** contract between Lucca and the Client, consisting of the Specific Terms and Conditions and all the appendixes, in particular these General Terms and Conditions;

**Data:** Client's data, including in particular all information and Files, integrated by the Client and its End Users, and/or by Lucca on behalf of the Client, in the Subscribed Solutions;

**End Users:** all of the persons authorized by the Client to have access and use the Subscribed Solutions under the terms and conditions provided herein;

**Files:** electronic documents, such as word processing files, PDFs or images, integrated into the Solutions subscribed to by the Client and its End Users, and/or by Lucca on behalf of the Client;

**General Terms and Conditions:** this document defining the general terms and conditions of use of the Subscribed Solution(s), including its appendix "Personal Data Processing Agreement - DPA", which constitute an appendix to the Specific Terms and Conditions;

**Implementation Provisions of Services:** services for the implementation of Subscribed Solutions prior to the Subscription Start Date of the Subscribed Solutions concerned, as described in the Specific Terms and Conditions. Implementation Provisions of Services are Initial Provisions of Services;

**Initial Provisions of Services:** Implementation Provisions of Services, Training Provisions of Services and/or any other services provided to the Client listed in the Special Terms and Conditions, excluding Services;

**Initial Term:** the minimum commitment period of the Client as of the Subscription Start Date of the Solution subscribed to or, if several Solutions are subscribed to, as of the last of the Subscription Start Dates. The Initial Term is set out in the Specific Terms and Conditions, where applicable;

**Minimum Monthly Fee:** minimum fee payable by the Client to Lucca for the Services under the conditions described in article 12.1.2 ;

**Personal Data:** personal data as defined by the General Data Protection Regulation;

**Provisions of Services :** Initial Provisions of Services and Additional Provisions of Services, excluding Services ;

**Security Document:** document containing the security measures for the Solutions implemented by Lucca and available via link: <https://docs.lucca.fr/security/Lucca - Security for IT data.pdf>. These measures are subject to change. In this context, they will be made available to the Client on request and may be consulted by the Client at any time via the link mentioned above;

**Services:** services provided by Lucca to the Client as described in article 2 hereof;

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

**Solutions:** all of the solutions offered by Lucca as set out in its catalogue, available via the Internet in SaaS mode, including any improvements, updates or new versions;

**Specific Terms and Conditions:** Lucca's business proposal, as accepted by the Client;

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

**Subscription Start Date(s):** Launch date of the Subscribed Solution, agreed upon at the signing of the Contract and mentioned in the Specific Terms and Conditions, which may be deferred under the conditions set out in article 11.1 hereof;

**Training Provisions of Services:** training services for Administrators as described in the Specific Terms and Conditions or in an additional quotation accepted by the Client. Training Provisions of Services may be Initial Provisions of Services or Additional Provisions of Services;

**Years:** successive periods of twelve (12) consecutive months starting from the Subscription Start Date of a Subscribed Solution;

## **Article 2 - PURPOSE**

The purpose of the Contract is to define the conditions under which Lucca provides the Provisions of Services and Services to the Client.

The Services include :

(i) the right to use the Subscribed Solutions in SaaS mode via a dedicated URL ;

- (ii) data hosting under the terms of the Contract;
- (iii) backup of hosted Data under the conditions defined in the Security Document;
- (iv) maintenance and functional assistance services as defined below and ;
- (v) providing the Administrators with information on major evolutions relating to the Solutions.

The Services are different from the Provisions of Services, which, if subscribed to by the Client, will be invoiced separately by Lucca to the Client, in accordance with the pricing conditions agreed in the Specific Terms and Conditions for the Initial Provisions of Services or in a supplementary estimate for the Additional Provisions of Services.

Lucca reserves its right to release, at its discretion, new versions, updates or upgrades of the Solutions, including the Subscribed Solutions and thereby modify the features of the Subscribed Solutions, and in particular to remove or add feature, or to change the characteristics or conditions of performance of the Services at any time, with no prior notice, provided that their feature and/or essential characteristics are not substantially modified. It is expressly agreed that only the latest versions of the Subscribed Solutions may be used and will be available by the Client.

### **Article 3 - RIGHTS TO USE OF THE SUBSCRIBED SOLUTIONS**

Client acknowledges and agrees that all elements of the Solutions, including but not limited to software, technologies, processes, algorithms, user interfaces, databases, designs (collectively referred to as the "**Solution Elements**"), are the exclusive property of Lucca or its licensors. Accordingly, nothing in this Contract shall be construed as an assignment of any intellectual property rights in any part of the Solutions and Solution Elements, which shall remain the sole property of Lucca or its licensors. The Solution Elements do not include the Client Data or any logo, brand or design provided by the Client for the performance of the Contract.

Without prejudice to the provisions above, Lucca grants End Users a right to use the Subscribed Solutions, for the Client's internal needs only and within the limits of the purpose of each of the Subscribed Solutions (for example, management of pay slips, management of expense reports, management of holidays etc.). This right to use the Subscribed Solutions is granted on a non-exclusive, personal and non-transferable basis, worldwide and for the duration of subscription to the Subscribed Solution concerned.

Use of the Subscribed Solutions by the Client and End Users is therefore subject to the following conditions of use:

- (i) the Client shall not allow End-Users to have to access the Subscribed Solutions other than for the Client's purposes and shall ensure that End-Users also comply with this obligation;
- (ii) the Client and End Users undertake not to:
  - extract all or part of the information stored on the databases integrated into the Subscribed Solutions, except for Client Data, for purposes other than those strictly defined in paragraph 2 of this article;
  - modify, reproduce, republish, adapt, translate, reverse engineer, reverse compile, disassemble all or part of the Solution Elements, or attempt to reconstitute the logic of the Subscribed Solution;
  - use the Subscribed Solutions for the purposes of developing or marketing, directly or indirectly, HRIS solutions that may compete with the Subscribed Solutions.

The Client is solely responsible for the Data distributed and/or downloaded via the Subscribed Solutions and its violation of laws and regulations, public order or its needs. The Client undertakes not to use the Subscribed Solutions for illegal purposes or purposes likely to undermine public order, Lucca's image or the rights of third parties or more generally for any purposes other than those for which they are offered by Lucca. The Client is solely responsible for the quality, lawfulness and relevance of the Data it transfers when using the Services and guarantees that it has the necessary rights to integrate the Data into the Subscribed Solutions. The Client indemnifies Lucca against any action by third parties, including End Users, as a result of the Data and/or use of the Subscribed Solutions that does not comply with the above undertakings and will compensate Lucca for any loss suffered as a result.

### **Article 4 - ACCESS TO THE SUBSCRIBED SOLUTIONS AND PROPERTY OF DATA**

#### 4.1 Access to Subscribed Solutions

The Subscribed Solutions are available to End Users in SaaS mode via a secure TLS (https) connection and a dedicated URL.

The Administrators will be responsible for creating new End Users and deactivating the identifiers of End Users who no longer require access to the Subscribed Solutions. Depending on the option chosen by the Client, each End User :

- will be given an identifier and will create a personal, confidential and non-transferable password giving them access to all or part of the Subscribed Solutions, according to the rights defined by the Administrator who created the End User's account. In this respect, the Client undertakes in particular to ensure that End Users comply with the security rules and good practice relating to passwords (as set out in particular by the Agence nationale de la sécurité des systèmes d'information – “National Agency on data processing”);
- if the Client has implemented such an option, will connect to the Subscribed Solutions by means of a Single Sign-On (SSO). The Client shall be solely responsible for the choice of SSO provider and the security of the SSO thus implemented.

These measures are intended to restrict access to the Subscribed Solutions to End Users, to protect the integrity and availability of the Subscribed Solutions, as well as the integrity, availability and confidentiality of the Data, in particular the Personal Data, as transmitted by the Client.

The End User must under no circumstances communicate, in the case of traditional identification, his identifier and access code to a third party or, in the case of SSO, his identifier from the identity provider and his authentication code generated via the interface of the Subscribed Solutions. The Client is responsible for ensuring that all End Users comply with the provisions hereof. In order to respect the confidentiality of identification details, End Users shall also :

- immediately inform an Administrator if his/her login and/or password are lost or stolen. The Administrator shall then reset them immediately;
- ensure that they log out of their session after use and systematically lock their workstation when they leave.

Lucca shall under no circumstances be liable for any incident or damage caused in whole or in part by a lack of security of passwords, SSOs and/or individual workstations accessing the Subscribed Solutions.

#### 4.2 Property of Data

The Client remains the sole owner of the Data. The Client grants Lucca a worldwide, non-exclusive, irrevocable licence to the Data, at no additional charge, for the term of the Contract to: (a) use, store, record, transfer, maintain and display the Data for the purposes of performing the Contract and (b) create, develop, test, improve, update, correct, extend or modify the Solutions and/or create new Solutions.

### Article 5 - MAINTENANCE AND AVAILABILITY

The Client may visit and subscribe to <https://status.lucca.fr> (or any other site that replaces it) to receive information about the status of Lucca's infrastructure, including maintenance operations and the availability of the Solutions.

#### 5.1 Corrective and upgrade maintenance

Throughout the term of the Contract, Lucca will provide, at its own expense, corrective and upgrade maintenance of the Subscribed Solutions, aimed in particular at ensuring and improving the operation, security and internal architecture of the Solutions as well as making available updates and new versions of the Solutions ("Scheduled Maintenance"). In this context, access to the Subscribed Solutions may occasionally be suspended, it being specified that Lucca will do its utmost to ensure that periods of Scheduled Maintenance take place outside Business Hours. Lucca will use its best endeavours to inform the Client 48 calendar hours in advance of periods of Scheduled Maintenance via the website <https://status.lucca.fr/> (or any other website replacing it), so that the Client can take steps to avoid any disruption to its business. Lucca shall not be held responsible for the possible impact of the unavailability of the Subscribed Solutions during the Scheduled Maintenance periods on the Client's activities.

## 5.2 Availability of Subscribed Solutions

Lucca will endeavour to ensure 99.5% availability of Subscribed Solutions in any one month.

The Client is informed that the Subscribed Solutions are available via the Internet network, and therefore acknowledges and accepts the characteristics and limits of the transmission of information via this network, as well as the costs specific to connection to this network. In particular, it is the Client's responsibility to ensure that the technical characteristics of the hardware and software it uses enable it to access the Subscribed Solutions under good conditions, and to take all appropriate security measures relating thereto.

The calculation of the availability does not include : (i) the slowness or other problems of performance of certain features of the Solutions (research, files uploading....) (ii) scheduled maintenance periods, (iii) problems related to external applications or third parties (in particular Lucca's subcontractors, such as its cloud provider), (iv) any features, software or solutions identified as pilot experience, alpha or beta version, free trial, (v) problems with networks, internet connection, third party APIs and/or hardware or external equipment independent of Lucca, such as poor routing tables between the Client's Internet Service Provider (ISP) and Lucca's server and/or telephone network problems, (vi) extraordinary interventions that must be carried out urgently in response to a security incident, at the discretion of Lucca's security team, in order to avoid any danger to the security, confidentiality and/or integrity of the Subscribed Solution and the Data, (vii) force majeure, as defined in article 16 hereof.

## Article 6 - DATA HOSTING

As indicated in the Security Document, the Data is hosted by Lucca, on OVH servers and at Scaleway for the back-up servers, located in the European Union. The Data of Clients domiciled in Switzerland is hosted, at the Client's request, on Microsoft Azure servers and at GCP for the back-up servers located in Switzerland. Any change to the hosting location outside the European Union, or Switzerland, as the case may be, and/or to the hosting provider will be carried out in accordance with the terms of the appendix " Processing of Personal Data Agreement - DPA".

## Article 7 - ADMINISTRATORS AND OPERATIONAL ASSISTANCE

### 7.1 Administrators

On the date of signature of the Contract, the Client will appoint one or more Administrators and maintain them in place throughout the term of the Contract. The Client is solely responsible for the actions or omissions of the Administrators with regard to the Subscribed Solutions and for any consequences thereof. Furthermore, as part of the rights granted to them, the Administrators have access to all the Data contained in the Subscribed Solutions for which they are Administrators, which the Client accepts and acknowledges. The role of Administrators is as follows:

- configuration, adaptation and modification of the configuration criteria for the Subscribed Solutions (for example: the creation or modification of End User profiles or accounts): the Client alone determines the configuration criteria for the Subscribed Solutions. Consequently, the Client remains solely responsible for ensuring that these configuration criteria meet its needs and the applicable regulations;
- day-to-day administration of the Subscribed Solutions and in particular the creation, deletion and management of End-User access rights, the production of reports, the generation of exports to the Client's accounting and payroll solutions configured in advance, the validation, requalification, regularisation or more generally the processing of situations and personal requests from End-Users in the Solutions, including the implementation of the right to erasure module;
- assistance to End-Users in using the Subscribed Solutions and, in particular, answers to questions from End-Users concerning the use of the Subscribed Solutions;
- export and recovery of Data, in particular at the end of the subscription period for each Subscribed Solution;
- Lucca's contact for the implementation of the maintenance and functional assistance service and/or communication on the technical evolution of the Subscribed Solutions. As such, the Client undertakes to update the information relating to Administrators (contact details, position, responsibility etc.) within the Subscribed Solutions, and in particular to remove any Administrator who has left their company.

Should Lucca be required to perform these services on behalf of the Client, they shall constitute Additional Provisions of Services.

## **7.2 Functional assistance**

Functional assistance means support intended to inform Administrators about the features of the Subscribed Solutions and to answer their questions relating to the use of the Subscribed Solutions. Lucca undertakes to provide functional assistance to Administrators during Business Hours. It is reminded that the tasks of the Administrators as mentioned in article 7.1 hereof are not part of the assistance but are the sole responsibility of the Client, via its Administrators.

## **Article 8 - LUCCA'S DUTY TO ADVISE AND INFORM**

As part of Lucca's advice and information obligation, Lucca has given a demonstration of the Solutions to the Client, who acknowledges that he has been informed of all the necessary technical characteristics, features and limitations of the Subscribed Solutions, Services and Provisions of Services. The Client acknowledges that he has been able to ask all the questions necessary to ensure that the Solutions Subscribed, the Services and the Provisions of Services are suited to its needs and that Lucca has answered all its questions. Should a Solution be subscribed online, the Client acknowledges having obtained the necessary information and acknowledges having had the opportunity to speak with a Lucca consultant in order to ask all necessary questions. The Client thus declares that he has had access to all the necessary elements and has chosen the Subscribed Solutions with full knowledge of these characteristics and limits. The Client is solely responsible for the choice of Services and the use of the Subscribed Solutions, and in particular for any misuse of the Subscribed Solutions.

Lucca further undertakes to: (i) advise the Client, at its request, on any choice in the settings of the Solutions subscribed to which it informs Lucca and which could affect the objectives and/or conditions of provision of the Services and/or Services, knowing that Lucca will not provide advice in the legal, accounting and tax fields; (ii) report to the Client any event of which Lucca becomes aware and which impacts the deadlines and/or conditions of provision of the Services or Provisions of Services.

Lucca will allocate to the supply of the Services, the material and human resources enabling it to meet its commitments under the Contract. Lucca is exclusively responsible for the administrative, accounting and social management and supervision of its personnel assigned to the Services.

## **Article 9 - DUTY TO COOPERATE**

Proper performance of the Contract presupposes active, close and regular cooperation between the Parties in good faith and the timely exchange of information.

In this respect, the Client shall provide Lucca, within a reasonable period of time as determined by Lucca, with all documents or information necessary for the supply of the Services and to actively collaborate in their implementation. As such, the Client undertakes to make itself available to validate the audit reports prepared for the Subscribed Solutions, to carry out the tests of the Subscribed Solutions before launch.

The Client shall be solely responsible for any delays in launch the Subscribed Solutions due to the total or partial absence of these documents and information.

Unless the Client has subscribed to a Solution which does not, in Lucca's opinion, require the implementation of Training Provisions of Services, the Client declares and accepts that it will always have on its payroll at least one Administrator who has undergone administrator training for the Subscribed Solutions, and it acknowledges and accepts that this condition is essential for the proper performance of the Contract and the implementation of functional support.

Should Lucca be required to perform Additional Provisions of Services as a result of a breach of the cooperation obligations in this article, these will be invoiced to the Client in addition, in accordance with the additional quotation issued by Lucca and previously accepted by the Client.



The Client also undertakes to fill in and keep up to date the contacts required in the "Client Area" interface of the Subscribed Solutions, so that Lucca can exchange with them on ad hoc subjects (billing contacts, security, personal data protection delegate, etc.). Any e-mail sent to these contacts will be deemed to have been validly communicated. If the Client fails to enter the required contacts in the Client Area, the following will be considered as legitimate contacts for exchanging information about the Contract, in order of priority (i) the billing contact entered in the Contract's Billing form, (ii) any Administrator. The Client represents and warrants that the Client Center contacts and Administrators have the full capacity or authorisation to bind the Client.

The Client may contact the Lucca account manager in charge of its Contract for all matters concerning the performance of the Contract, except for matters relating to (i) functional assistance which must be addressed to Lucca support in accordance with article 7.2 hereof and (ii) billing for the Subscribed Solutions which must be addressed to the following email : [invoices@luccasoftware.com](mailto:invoices@luccasoftware.com).

## **Article 10 - USE OF APIs AND CONNECTORS**

### **10.1 Use of APIs**

Lucca provides the Client with application programming interfaces ("Lucca APIs") enabling connections to be made between the Subscribed Solutions and the Client's internal tools or third party software selected and used by the Client, enabling the communication and transmission of Data (e.g. retrieval of End User data from a Subscribed Solution for integration into the Client's payroll). Documentation relating to the use of the Lucca APIs is available at <https://developers.lucca.fr/> (or any other site replacing it).

Should it be necessary for reasons relating in particular to the corrective or upgrade maintenance of the Solutions, Lucca reserves the right, at its sole discretion, to create new APIs, to depreciate them, to modify them and to limit access to them and in particular to change the limit on the number of calls per minute.

Lucca further reserves its right to limit or revoke access to the Lucca APIs, at any time and without prior notice, in the event of fraudulent use (including any inappropriate use for which Lucca could legitimately believe in malicious use), continuous or abusive use of its Lucca APIs by the Client or by any third party with which it is integrated, as well as, generally, in the event of use which would be in conflict with the laws and regulations in force.

Should Lucca revoke access to the Lucca APIs for any of the reasons set out above, Lucca will use reasonable endeavours to give prior notice to the Client and may, at its sole discretion, allow time for the Client to remedy any deficiencies in its use of the Lucca APIs.

The Client remains solely responsible for the use of the Lucca APIs and the choice of its internal tools or the software of a third party vendor to which the Data is transmitted via the Lucca APIs.

### **10.2 Connectors**

#### **10.2.1 Third-party connectors**

The Client may use a connector developed and/or offered by a third party software vendor between the Lucca APIs and the Client's internal tools or third party software selected and used by the Client (hereinafter "Third Party Connector"). Some Third Party Connectors are listed for information purposes on our website <https://marketplace.luccasoftware.com/en/>.

The Client is solely responsible for the choice of Third-Party Connector and its use. In particular, it is the Client's responsibility to check with the Third-Party Connector vendor that the Third-Party Connector meets the Client's needs and requirements in terms of quality, proper operation and security. The Third Party Connector vendor remains free to develop and maintain the Third Party Connector. As such, Lucca in no way guarantees the availability or correction of malfunctions of the Third-Party Connector. Similarly, Lucca may not be held responsible for the maintenance and support of the Third Party Connector, and more generally for the consequences resulting from its use, particularly with regard to the protection of Personal Data.

Should the Client remain solely responsible for the communication of its API keys to a third party, whether a natural person or a legal entity, such third parties using the Client's API keys will be deemed to have validly obtained them from

the Client and to be using them on the Client's instructions. The Client therefore indemnifies Lucca against any claim or action by third parties arising from the use of the Third Party Connectors.

#### 10.2.2 Lucca connectors

The Client may subscribe to a connector developed by Lucca which allows, for certain Subscribed Solutions, interfacing with solutions from third party vendors who have made their APIs available to Lucca (hereinafter "Lucca Connector"). In such a case, the Client acknowledges having been informed of all the necessary technical characteristics of the Lucca Connector and declares that the latter is adapted to its needs and its information systems.

Should the Client subscribes to a Lucca Connector, the Client acknowledges that the provision of the Services for the Lucca Connector is dependent on the availability, proper functioning and maintenance of the third party APIs to Lucca. Therefore, Should Lucca (i) have no longer access to a third party API, (ii) compatibility between the Lucca Connector and a third party API is no longer ensured, in particular in the event of depreciation of the third party API, Lucca will no longer be able to provide the Lucca Connector to the Client. In such a case, Lucca may terminate the Lucca Connector in advance, knowing that Lucca will use its best endeavors to notify the Client in advance in writing where applicable. Lucca also reserves its right to terminate the provision of the Lucca Connector, without prior notice if the APIs of the third party vendor no longer offer the security guarantees necessary for the provision of the Services.

Lucca undertakes to use its best efforts to maintain the Lucca Connector and to correct any anomalies or bugs associated with it.

In any event, the Client remains solely responsible for the communication of its API keys to a third party, whether a natural person or a legal entity; such third parties using the Client's API keys will be deemed to have validly obtained them from the Client and to be using them on the Client's instructions. The Client hereby indemnifies Lucca against any claim or action by third parties arising from the use of Lucca Connectors.

#### 10.3 Transfer of data (including Personal Data)

The Client's use of the APIs and/or connectors (whether Third Party Connectors or Lucca Connectors) constitutes express written instruction by the Client, as data controller, to transmit the Data concerned to third parties. Lucca will not be responsible for the processing of the Data by the third party, nor, if applicable, for any violation or breach of confidentiality thereof.

### Article 11 - TERM AND TERMINATION

#### 11.1 Term of the Contract

The Contract takes effect from its signing date by both Parties.

The "Subscription Start Date" for each Subscribed Solution is the launch date of the relevant Subscribed Solution, as determined when the Contract is entered into and specified in the Specific Terms and Conditions. It is nevertheless understood that in the event of a delay in the launch of a Subscribed Solution for which the Client is not responsible, the Subscription Start Date for this Subscribed Solution will be postponed to the effective commission date of the Subscribed Solution.

The Contract is entered into for an indefinite term, unless the Parties have agreed an Initial Term in the Special Terms and Conditions. In the latter case, the Contract will be entered into for the duration of the Initial Term and then, on expiry of this Initial Term, will be tacitly renewed for an indefinite term, unless terminated by either Party by giving three (3) months' notice before the end of the Initial Term, in the manner set out below.

When the Contract is entered into for an indefinite period, *ab initio* or, as the case may be, after renewal at the end of the Initial Term, each Party may terminate all or part of the Subscribed Solutions at any time in the following manner:

(i) for the Client: by completing the form available at <https://support.lucca.fr/hc/en-us/articles/9731215575068-How-to-terminate-one-or-more-Lucca-solutions> or by registered letter with acknowledgement of receipt, with three (3) months' prior notice, specifying the Subscribed Solution(s) to be terminated;



(ii) for Lucca: by registered letter with acknowledgement of receipt sent to the Client, or by email addressed to the billing contact listed in the Client Center (or otherwise, any legitimate contact in accordance with article 9 hereof) giving twelve (12) months' notice, specifying the Subscribed Solution(s) it wishes to terminate.

Should the Contract be partially terminated, for one or more Subscribed Solutions only, the Contract will remain in force without modification for the other not terminated Subscribed Solutions.

### **11.2 Termination for breach**

Each Party may terminate the Contract by registered letter with acknowledgement of receipt in case of non-performance or poor performance of its essential obligations, as of right and with immediate effect on the date of receipt of the said letter, without prejudice to any other right for the non-defaulting Party and in particular without prejudice to any damages, in accordance with article 14 hereof. A prior formal notice referring to this clause and detailing the breaches, shall be sent by registered letter with acknowledgment of receipt and remained without effect for a period of more than thirty (30) days. Non-payment by the Client of the sums due in accordance with the provisions of the Contract, default of communication of the information necessary for the performance of the Services and failure to comply with the conditions of use of the Subscribed Solutions constitute in particular breaches of an essential obligation by the Client allowing termination of the Contract by Lucca under the aforementioned conditions.

Without prejudice to any other rights, Lucca may terminate the Contract by registered letter with acknowledgement of receipt, without prior notice, as of right and with immediate effect, in the following cases: (i) in the event of misconduct by the Client which may affect the security of the Solutions or have a negative effect on Lucca's proprietary rights of the Solutions and/or (ii) in the event of waiver by the Client prior to the Subscription Start Date (a waiver being defined as a lack of communication from the Client for more than two (2) months).

Furthermore, in the event of termination of the Contract, in whole or in part, (i) for fault of the Client, Lucca shall keep all sums already paid by the Client without the Client being entitled to claim any refund, and (ii) for fault of Lucca, Lucca shall refund the sums on a pro rata basis for the Settlement Units paid but not used in accordance with article 12.1.3 hereof.

### **11.3 Effects of the end of the Contract - Reversibility**

It is reminded that the Data are exportable at any time in CSV or ZIP format as appropriate. The Client shall take all necessary steps to carry out these exports before the effective expiration of the Contract or a Subscribed Solution. At the end of the Contract or a Subscribed Solution for any reason whatsoever, the Client will no longer have any right to the Services or Provisions of Services and in particular will no longer have access to the relevant Subscribed Solutions.

In accordance with its backup policy, Lucca will save the relevant Data for a further period of thirty (30) days after the effective expiration of the Contract. Should the Client wish to have the Data exported during this additional period, the Client may request it from Lucca. A quotation which shall be accepted by the Client will be issued by Lucca for this Additional Provisions of Service. At the end of this thirty (30) day period, Lucca will permanently delete the Data.

The Parties agree that the expiry or termination of the Contract shall not result in the termination of the provisions of the Contract which, by their nature, shall survive (and in particular the "Liability", "Confidentiality", "Applicable Law / Jurisdiction" articles and the appendix " Personal Data Agreement- DPA"). Nor shall the termination of the Contract result in the termination of any receivables and debts already incurred prior to its effective termination.

## **Article 12 - FINANCIAL CONDITIONS**

### **12.1 Annual fee payable for Services**

#### **12.1.1 Calculation of the annual fee**

In exchange for the Services, the Client undertakes to pay Lucca an annual fee for each Solution Subscribed, equal to the sum of the monthly fees payable by the Client for each Year. The monthly fees are calculated as follows:

(number of Settlement Units per Subscribed Solutions used during the said month by the Client)  
x  
(unit price of the said Settlement Units)

The unit price of the Settlement Units for each Solution subscribed to is shown in the Specific Terms and Conditions.

The pricing conditions, and in particular, without this being limitative, 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 Solution(s) Subscribed to, 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 prices: the prices applicable on 31 December of the calendar year preceding the indexation date
- for the comparison index: the latest SYNTEC index published on 1st January of the calendar year in progress on the indexation date
- for the reference index: the latest SYNTEC index published on 1st January of the calendar year preceding the indexation date

The indices published on 1 January 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 1 August 2023 (year N). The prices will be indexed for the first time to the new Annual Advance Payment on 1 August 2024 (year N+1), with (i) for the reference prices, the prices applicable on 31 December 2023 (year N), (ii) for the reference index, the latest index published on 1 January 2023 (year N) and (iii) for the comparison index, the latest index published on 1 January 2024 (year N+1).*

*Example: the Client has had a contract with Lucca since 2017 with a Subscription Start Date of 1 June 2017. The financial conditions of this Client are modified with the application of this price indexation clause from 1st January 2025. The first indexation will take place on the anniversary date of the Subscription Commencement Date, i.e. 1 June 2025, with (i) the reference prices being the prices applicable on 31 December 2024, (ii) the reference index being the latest index published on 1 January 2024 and (iii) the comparison index being the latest index published on 1 January 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 otherwise expressly indicated by Lucca to the Client in writing 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 Syntec indexation clause above, 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 Solutions subscribed to. 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 the financial conditions. If the Client does not accept these financial changes, it may terminate the Contract for the Subscribed Solutions concerned by giving three (3) months' notice, in the manner indicated in article 11.1 hereof. In the event that the Parties have agreed an Initial Term, the Client may also terminate the Contract for the Subscribed Solutions concerned by the change in the financial conditions by giving three (3) months' notice, in the form indicated in article 11.1 hereof, provided however that Lucca is notified of such termination within a maximum period of 30 days following the information given by the latter of the change in the financial conditions. In the absence of termination within such period, the client will be deemed to have accepted the change in the financial conditions and will no longer have any right to terminate the Contract as a result. In all cases, if the Contract is not effectively terminated on the effective date of the change in the 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 Minimum Monthly Fee

The Parties agree to a Minimum Monthly Fee to be applied by Lucca as follows:

- for the first Year or during the Initial Term, if such a period has been agreed: this Minimum Monthly Fee is equal to 90% of one twelfth of the Annual Advance Payment agreed on the date of signature of the Contract for the Solution Subscribed concerned, regardless of the Client's actual use;
- for subsequent Years: this Minimum Monthly Fee is equal to the minimum monthly fee for each Solution subscribed to, as mentioned in the price list applicable to the Client in the Specific Terms and Conditions.

### 12.1.3 Annual fee invoicing

Unless otherwise agreed in the Specific Terms and Conditions, on the Subscription Start Date of each Subscribed Solution, and then each Year on the anniversary of the Subscription Start Date of each Subscribed Solution, the Client undertakes to pay Lucca, on the invoice issued by Lucca, an Annual Advance Payment, the amount of which is equal to an estimate of the annual fee.

The Annual Advance Payment is calculated as follows:

- for the first Year: this estimate is based on the Client's headcounts at the date of signature of the Contract;
- for subsequent Years: this estimate is based on the basis of use recorded in the last month of the previous Year, within the limit of the Minimum Monthly Fee.

For each Subscribed Solution, at the end of each Year, and, if this date is different, at the end of the Contract or the termination of the relevant Subscribed Solution, Lucca will invoice the Client for the difference between its actual use and the amount of the Annual Advance Payment paid. As a result :

- If the use is higher than the Annual Advance Payment for the relevant Subscribed Solution : the Client will be invoiced for a Settlement Unit used in excess of those for which provision has been made;
- If the use is lower than the Annual Advance Payment for the relevant Subscribed Solution, within the limit of the Minimum Monthly Fee (and in the event that the effective duration 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 Unit from the amount of the Advance Payment due for the relevant Subscribed Solution in respect of the following Year, or, in case of termination of the Contract at the convenience of either of the Parties or for breach by Lucca for the relevant Subscribed Solution, will issue a credit note to the Client providing the Settlement Units paid and not used. These sums will be set off against any other sums owed by the Client to Lucca, whether payable or not. Lucca will reimburse the Client the corresponding sums subject to full payment by the Client of the sums due under the Contract.

It is agreed between the Parties that any month started is payable in full by the Client. Should the Client have several Subscribed Solutions with different Subscription Start Dates, the Parties may agree on a common date for invoicing the Annual Advance Payments and their regularization for all the Subscribed Solutions.

## 12.2 Provisions of Services

For the performance of the Provisions of Services, and subject to agreement between the Parties, any travel and accommodation costs outside the Paris region at the Client's request, will be re-invoiced to the Client on the basis of the costs actually incurred by Lucca.

### 12.2.1 Initial Provisions of Services

The terms and conditions, in particular the financial terms and conditions, of any Initial Provisions of Services subscribed to by the Client shall be set out in the Specific Terms and Conditions. The Initial Provisions of Services will be invoiced as follows:

- the Implementation Provisions of Services are invoiced according to the following schedule: 100% on the date of signature of the Contract if the amount of the Implementation Provisions of Services for a Subscribed Solution is less than €1,050.00 excluding VAT and otherwise (i) 50% on the date of signature of the Contract for the relevant Subscribed Solution, then (ii) 50% on the Subscription Start Date for the relevant Subscribed Solution.
- Training Provisions of Services are invoiced in full as soon as they have been completed.
- any other Initial Provisions of Services are invoiced in accordance with the conditions defined in the Specific Terms and Conditions.

Signing the Contract constitutes a firm order for the Initial Provisions of Services. Therefore, even in the event of termination of one or more Subscribed Solutions by the Client (or by Lucca in the event of non-compliance by the Client with its obligations relating to the performance of these Initial Provisions of Services, for example failure to provide the necessary information) before its Subscription Start Date, all sums relating to the Initial Provisions of Services will be due to Lucca.

#### 12.2.2 Additional Provisions of Services

In the event that Lucca is required to perform Provisions of Services not included in the Specific Terms and Conditions, these shall constitute Additional Provisions of Services.

### 12.3 Applicable taxes

Unless otherwise stipulated in the Specific Terms and Conditions, all amounts and payments due under the Contract shall be understood to be in euros exclusive of tax (excluding VAT). Consequently, the sums to be paid in performance of the Contract will be increased by VAT at the rate in force on the date of payment and/or any other applicable tax.

### 12.4 Payment terms

Invoices are payable in euros within 30 days of the invoice date.

In case of late payment of any sum, and after two reminders by e-mail which have remained unanswered, Lucca may suspend access to all or part of the Services and suspend the Services, automatically and without further formality or notice and without prejudice to any other right, and without prejudice to its right to terminate the Contract in accordance with article 11.2 hereof. Reminders will be sent to the billing contact listed in the Client Center (or failing this, to any legitimate contact in accordance with article 9 hereof).

In accordance with article L441-10 of the French Commercial Code, any delay in payment will give rise to the application of late payment 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 due date of the invoice, increased by ten (10) percentage points, and to a minimum fixed indemnity for collection costs of €40, without prejudice to the application of the provisions of article 1231-6 of the French Civil Code.

### Article 13 - GUARANTEE

Lucca warrants that it has all intellectual property rights to enter into this Contract and as such warrants that the Subscribed Solutions do not infringe any pre-existing work of any kind.

Accordingly, Lucca undertakes at its own expense to defend the Client or to settle amicably any claim or action for infringement of copyright or valid patent (and generally any intellectual property right) brought by third parties arising from the use of the Subscribed Solutions by the Client in accordance with the provisions of this Contract ("Third Party

Litigation"). Lucca shall be responsible for any costs incurred by the Client (including reasonable legal fees), any damages which the Client may be ordered to pay by a final court decision based exclusively on a proof of infringement.

If a final decision is made that all or part of the Subscriber Solutions are infringing or Lucca believes that it is likely that all or part of the Subscriber Solutions will be found to be infringing, Lucca will, at its option: (i) replace the relevant Subscribed Solutions with non-infringing solutions having equivalent features, (ii) modify the relevant Subscribed Solutions so that they are no longer infringing whilst retaining equivalent features; (iii) obtain for the Client, at Lucca's expense, the right to continue to use the infringing Subscribed Solutions; or (iv) if it is not feasible to take any of the above steps within a reasonable period of time, or if such steps prove to be commercially unreasonable, terminate the Contract in respect of the relevant Subscribed Solutions and refund to the Client any unused monthly advance fees paid in respect of the relevant Subscribed Solutions.

The above remedies are the only remedies that the Client may exercise in the event of a Third Party Dispute. The performance of Lucca's obligations under this clause will only occur if Lucca (i) has sole control over the manner in which the Third Party Dispute is conducted, the Client (ii) informs Lucca, in writing, of any Third Party Dispute, as soon as possible and within a maximum of ten (10) days from the date on which the Client was informed of the said Third Party Dispute (iii) refrains from any intervention in the Third Party Dispute and in particular not to settle without Lucca's prior written consent and (iv) co-operates with Lucca and provides Lucca with any reasonable assistance requested by Lucca.

Lucca shall be under no obligation to Client hereunder if the Third Party Dispute arises out of or results from: (i) the use of the Subscribed Solutions in combination with all or any part of any software, tool, hardware or other item which is not supplied or recommended in writing by Lucca, (ii) the use of the Subscribed Solutions in a manner, in an environment or for a purpose for which they were not designed, or in breach of Lucca's recommendations or instructions for use, or (iii) any changes or improvements made to the Subscribed Solutions by the Client or any other third party that have not been not authorized or approved by Lucca.

#### **Article 14 - LIABILITY**

The Client is solely responsible for the choice of Services and the use of the Subscribed Solutions, and in particular for any misuse of the Subscribed Solutions. The Client shall also be solely responsible for any actions or lack of actions of End Users and Administrators and for any consequences thereof.

Lucca will be held liable for direct damages, demonstrated by the Client and resulting directly and exclusively from failure to comply with its obligations under the Contract, to the exclusion of indirect damages of any nature whatsoever, in particular operating losses, loss of production or turnover, loss of opportunity, loss of contracts, loss of time, damage to brand and reputation and damage caused to third parties.

In any case, in all cases where the law permits such limitation, Lucca's total liability in connection with the performance hereof is expressly limited to the amount of the sums actually paid by the Client for the relevant Subscribed Solution in respect of the three (3) Years preceding the harmful event. This clause has been freely negotiated between the Parties and ensures a fair economic balance between the mutual obligations of the Parties, particularly in light of the financial terms and conditions granted to the Client. It constitutes an essential condition without which Lucca would not have concluded the Contract. However, this limitation of liability shall not apply in the event of gross negligence or wilful misconduct and/or personal injury.

In the event that a separate agreement is signed between the Parties in addition to these General Terms and Conditions (including the appendix " Personal Data Agreement - DPA"), this clause shall be fully applicable to it.

Furthermore, and due to the specific nature of the Services and Solutions, the Client expressly waives the possibilities offered to him under articles 1219 to 1223 of the Civil Code in the event of non-performance or poor performance of its obligations by Lucca.

#### **Article 15 - CONFIDENTIALITY**

Client Data, including Personal Data, the Contract, including the financial conditions applicable to the Client, and more generally, any information whose confidential nature has been expressly communicated to the other Party at the time of

its communication by the disclosing Party, shall be considered as Confidential Information. Notwithstanding the foregoing, information shall not be deemed to be Confidential Information if (i) it has fallen or would fall into the public domain through no fault of the Party receiving it, (ii) it is developed independently by the Party receiving it, (iii) was known to the Party receiving it before the other Party discloses it to it, (iv) legitimately received from a third party not bound by confidentiality, or (v) has to be disclosed under the law or order of court (in which case it shall only be disclosed to the extent required and after written notice to the disclosing Party).

Each of the Parties undertakes (i) to keep confidential all Confidential Information it receives from the other Party, and in particular (ii) not to disclose the Confidential Information of the other Party to any third party, other than employees or agents who needs to know it; and (iii) to use the Confidential Information of the other Party only for the purpose of exercising its rights and performing its obligations under the Contract.

The obligations of the Parties with regard to the Confidential Information shall remain in force for the term of the Contract and for as long after its end as the information concerned remains confidential for the Party disclosing it and, in any case, for a period of five (5) years after the expiry of the Contract. At the end of this period, each of the Parties must destroy all copies of the documents and materials containing the Confidential Information of the other Party, at the latter's request. Notwithstanding the foregoing, each of the Parties also accepts that Confidential Information may be recorded on automatic back-ups of the other Party, which will be kept in accordance with the standard retention cycles for such back-ups. Such information will be automatically deleted in accordance with each Party's backup retention policies.

The Parties also undertake to ensure that their staff and their employee or third party who may be involved in any capacity whatsoever in connection with the Contract comply with these provisions.

## **Article 16 - FORCE MAJEURE**

Neither Party may hold the other liable if performance of the Contract is delayed or prevented due to force majeure, an act of God or an external cause, such as, in particular, natural disasters, strikes, epidemics, pandemics, industrial disputes, a state of war, computer attacks, earthquakes, fire, explosions, intervention by government authorities, water damage, malfunction or interruptions of the electricity or telecommunications network. It is specified that neither of the Parties may invoke a case of force majeure in order not to perform or to delay the performance of its payment obligations under the Contract.

The Party affected by a case of force majeure shall inform the other Party in writing as soon as the said event of force majeure occurs. It will take all measures to limit the consequences and duration of the case of force majeure. Unless otherwise agreed between the Parties, the obligations of each Party affected by the event of force majeure will be suspended from the date of this information.

If a case of force majeure affecting the essential obligations of the Parties under the Contract continues for more than one month following this notification, either Party may freely terminate the Contract by sending the other Party a registered letter with acknowledgement of receipt.

## **Article 17 - COMMUNICATIONS**

By express agreement between the Parties, the Client authorises Lucca to use its logo and all related distinctive signs (the "**Client Trademarks**"), strictly for the purposes of executing the Contract and on a list of client references, published on its website and in its commercial documentation and on its social networks. The Client also authorises the End Users to participate in video, audio and/or written communications, which may include the Client's Trademarks. As such, the Client authorises Lucca to use the Client's Trademarks strictly for the purposes of these communications, which may be broadcast in particular on its website or its social networks.

## **Article 18 - MISCELLANEOUS**

### **18.1 Independence of the Parties**

Nothing herein or in connection with the purpose hereof shall be construed as creating any employer-employee, principal-agent or trust relationship, partnership or joint venture, or any relationship other than a contractual relationship,



between the Client and Lucca, and neither Party shall have any right or be entitled to force or bind the other Party in any manner whatsoever without its written consent. Lucca will provide the Services and Provisions of Services as an independent contractor. Lucca shall not be responsible, whether under the Contract or otherwise, for the Client's compliance with any of its regulatory or contractual obligations, or more generally for the Client's business or activities.

## **18.2 Subcontracting**

Lucca may subcontract all or part of its obligations under the Contract, and in particular the performance of the Provisions of the Services and/or functional assistance. Should Lucca subcontract Implementation Provisions of Services, it will inform the Client by email prior to the execution of said Provisions of Services.

Lucca has signed a contract with each of its sub-contractors in which it has ensured, amongst other things, that its subcontractors comply with the regulations applicable to the protection of personal data. In any event, Lucca remains fully responsible to the Client for the performance of its obligations thus sub-contracted.

## **18.3 Labour law regulations**

Lucca implements the organisation and means necessary for the proper execution of the Services and Provisions of Services. Lucca manages and leads its teams, and is solely responsible for the management and discipline of its personnel, who remain under its sole authority, leadership and supervision in its capacity as employer. The designation of privileged contacts as well as the Client's information or requests to Lucca's contact do not create a relationship of subordination between the latter and the Client.

Lucca undertakes to use workers who are legally employed under the labour laws of the country in which the Services and Provisions of Services are performed. In particular, Lucca certifies that it has carried out the legal registrations and the obligatory social declarations, as well as the payment of social contributions and levies, to the competent bodies, according to the place where the Services and the Provisions of Services are carried out and the applicable law, and will communicate to the Client, at its request, the documents and certificates provided for, if applicable, by the labour law of the country where the Services and the Provisions of Services are carried out.

## **18.4 Amendments to the General Terms and Conditions**

Lucca may amend the General Terms and Conditions applicable to the Client, in particular, but without limitation, in order to adapt them to new evolutions in its offers and/or due to legal or regulatory constraints.

In such a case, Lucca will inform the Client in writing at least four (4) months before the effective date of the change to the General Terms and Conditions, by email sent to the invoicing contact specified in the Client Center (or otherwise, any legitimate contact in accordance with article 9 hereof). If the Client does not accept these changes, he may terminate the Contract by giving three (3) months' notice from the date of communication of the notice of the changes, in the form indicated in article 11.1 hereof, even during the Initial Term. In the absence of termination on the effective date of the change to the General Terms and Conditions, the said changes, as well as all the conditions arising from them, where applicable, will be deemed to have been accepted by the Client and will apply as of right without any further formality being required.

## **18.5 Waiver**

Any waiver, for whatever duration, of the right to invoke the existence or total or partial breach of any of the clauses of the Contract shall not constitute a modification or deletion of the said clause or a waiver of the right to invoke previous, concomitant or subsequent breaches of the said clause or of other clauses.

The fact that a Party does not exercise a right or remedy under the Contract shall not be construed as a waiver of that right or remedy. Thus, even in the event of repeated or prolonged forbearance by one of the Parties towards the other, the rights and obligations of the Parties shall remain in force to their full extent. Such a waiver will only be effective if it is expressed in writing and signed by the person duly authorised to do so.

## **18.6 Proof value of written documents and signature of the Contract**

Unless specifically stipulated otherwise, electronic mail (e-mail) and other means of computer communication between the Parties shall have the same proof value as a written document.

In addition, any reference in the General Terms and Conditions to the term signature or signatory may refer to a handwritten signature, an electronic signature (within the meaning of eIDAS regulation no. 910/2014 of 23 July 2014), or a tick box in the event of online subscription.

Each Party warrants to the other that the person signing the Contract has the necessary power and capacity to enter into the Contract and to validly accept any amendment to the Contract.

**Article 19 - APPLICABLE LAW / JURISDICTION**

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.

## **Annex - PERSONAL DATA PROCESSING AGREEMENT ("DPA")**

### **PREAMBLE**

The Parties have entered into a contract for the supply of Solution(s) by Lucca to the Client ("**Contract**"), on the basis of Lucca's General Terms and Conditions to which this contract is annexed ("**Terms and Conditions**").

The provision of these Solutions by Lucca involves the processing of personal data by Lucca under the terms and conditions set out in this contract on the processing of personal data (hereinafter "**DPA**").

### **Article 1 - DEFINITIONS**

Capitalized Terms have the meaning given to them by Regulation EU 2016/679 of the Parliament and of the Council of 27 April 2016 on data protection (or "**GDPR**"), as well as Law no. 78-17 of 6 January 1978 on data processing, data files and individual liberties, as amended (collectively the "**Applicable Regulations**") as well as in the Terms and Conditions.

In addition to these terms, "**Privacy Policy for Administrators/Contacts/Users**" means the document determining the conditions of processing of Personal Data of Administrators, Contacts and End Users by Lucca as data controller, made available to End Users in their account of the Subscribed Solutions and via the following url: <https://dam.luccasoftware.com/m/6f2b05455c7e6fe7/original/Privacy-Policy-Administrators-Contacts-Users-Lucca.pdf>

The definitions of certain terms used solely for the purposes of this DPA also appear directly in these various articles and are also reused with a capital letter when they have the meaning given to them in the said articles.

### **Article 2 - PURPOSE**

The purpose of this DPA is to set out the terms and conditions for the processing of Personal Data (i) by Lucca as data processor on behalf of the Client and (ii) by the Parties as data controller.

### **Article 3 - CONTRACTUAL DOCUMENTS**

This DPA is an appendix to the Terms and Conditions and is incorporated into the Contract, of which it is an integral part.

The annexes form an integral part of the DPA and detail the agreed processing of Personal Data, its purpose, its nature, the type of Personal Data processed, and the categories of data subjects as well as the organizational and security measures implemented by Lucca.

### **Article 4 - PROCESSING OF PERSONAL DATA BY LUCCA AS THE CLIENT'S DATA PROCESSOR**

Lucca processes the Personal Data of the End Users on behalf of the Client in the context of the Client's use of the Services (including access to the Solutions) and the Services. Lucca acts in this context as a data processor of the Client and the Client acts as a data controller, within the meaning of the Applicable Regulations, for its own purposes and according to essential means which it alone has determined by using Lucca's Services and Provisions.

#### **4.1 The obligations of Lucca (Data Processor) to the Client (Data Controller)**

##### **4.1.1 Compliance with the Data Controller's instructions**

Lucca undertakes to process Personal Data in accordance with the Client's documented instructions in the strict context of the execution of the Contract and in compliance with the purposes of the Services as selected by the Client. Documented instructions are those contained in the Contract, the DPA and/or additional quotation or which are otherwise specified in writing by the Client to Lucca. Lucca will inform the Client as soon as possible after becoming aware of any instructions it considers to be in breach of Applicable Regulations. Lucca is entitled to terminate the Contract where, after having informed the Client that its instructions breach Applicable Regulations, the Client insists that its instructions be

followed. Lucca shall also be entitled to terminate the Agreement if the implementation of instructions subsequent to the signing of the Contract proves to be impossible, too onerous for Lucca and/or incompatible with the SaaS model of the Solutions which requires uniformity in the way Personal Data of Lucca's clients is processed. Such termination shall be notified by registered letter with acknowledgement of receipt sent to the Client, giving one (1) month's prior notice.

#### 4.1.2 Compliance with the confidentiality of Personal Data

Lucca undertakes to keep the Personal Data confidential, to take appropriate measures to ensure that its employees who have access to the Client's Personal Data comply with the confidential nature of the said Data, and to train them in the Applicable Regulations. The security measures implemented by Lucca are available in the Security Document. Only Lucca employees duly authorized to support Lucca in the performance of the Contract will have access to the Personal Data concerned.

#### 4.1.3 Sub-processing

##### (i) General authorization for sub-processing

It is understood that the Client hereby accepts the further sub-processing of the Personal Data for the purposes of the performance of the Contract. Lucca has provided the Client with a complete and up-to-date list of its sub-processors in the Security Document. This list includes all sub-processors in place at the date of signature of the Agreement and contains the name and role of each sub-processor.

Lucca has obtained from its sub-processors (and undertakes to obtain for any future sub-processors) a contract guaranteeing compliance by them with the obligations contained in this DPA. Lucca shall remain liable for the acts or omissions of its sub-processors.

##### (ii) Change of sub-processors

Lucca will inform the Client of any subsequent additions or replacements of its sub-processors during the term of the Contract. Lucca will use its best endeavours to inform the Client of any such change at least three (3) months prior to its effective implementation, unless however the change is justified for security reasons and/or must be implemented quickly for the proper functioning of the Services. This information may be communicated by any means (and in particular via an information message available in the Solutions and/or by email). This notification will describe the processing activities affected by the change, the name(s) of the subsequent processor(s) concerned, their location and the effective date of the change, where applicable.

In the event that the Client has legitimate reasons for objecting to a change or changes in one or more subsequent sub-processors, the Client shall be entitled to terminate the Contract or the relevant Subscribed Solution free of charge in the manner provided for in the Contract by giving three (3) months' prior notice, specifying the Subscribed Solution(s) it wishes to terminate. In this case, in the absence of any other commercially reasonable solution for Lucca, if the continuation of the former sub-processor during the notice period proves to be too onerous for Lucca and/or presents risks, in particular in terms of security, Lucca may change the relevant sub-processors during this notice period. In the event of partial termination of the Contract in respect of one or more Subscribed Solutions, the change will be implemented in respect of those Subscribed Solutions not terminated, for which this DPA will remain in force.

#### 4.1.4 Exercise of data subjects rights

During the term of the Contract, Lucca undertakes to notify the Client as soon as possible of any action or complaint by an End User concerning the processing of Personal Data and in particular concerning the exercise of the rights of the data subjects (right of access, rectification, deletion and objection, right to restriction of processing, right to define directives concerning the fate of their Personal Data after their death, right to data portability, right not to be the subject of an automated individual decision, including profiling). Lucca will provide reasonable assistance to the Client upon request. Lucca will only communicate with the data subject with the Client's prior written consent to the content of the

communication, except to acknowledge receipt of the complaint and confirm that the complaint has been forwarded to the Client in its capacity as data controller.

Within the Solutions, Administrators have the right to erasure module, which enables them to manage the deletion of Personal Data of people who have left the Client's organization. End Users for whom the right to erasure is applied can no longer be directly identified. However, in order for the Solution(s) to function properly, certain Personal Data cannot be deleted before the end of the Contract, even if the right to erasure module is activated, i.e. the users' main role, their contract start and end dates, their legal entity and the department to which they belong. The nature of the data not deleted or to be deleted may vary depending on the Subscribed Solutions and their configuration. In any event, all Personal Data will be deleted at the end of the Contract. The Client is solely responsible for the use of this functionality by the Administrators. Lucca shall not be held responsible for any loss of Data resulting from the use of this functionality by the Client and its Administrators.

#### 4.1.5 Notification of a Personal Data breach

Despite the reasonable technical and organisational measures to protect Personal Data taken in accordance with article 4.1.7 hereof, no transmission or storage technology is infallible. Therefore, and in accordance with the Applicable Regulations, in the event of a breach of the Client's Personal Data, Lucca undertakes to communicate such breach to the Client by any means so that the latter may, where required by the said Applicable Regulations, communicate it to the competent supervisory authority and where applicable to the data subjects (individually or generally as the case may be). In the event of a breach of Personal Data, Lucca shall notify the Client promptly and, if possible, no later than forty-eight (48) hours after becoming aware of the breach and undertakes to co-operate reasonably with the Client to identify the causes and, if possible, the effects of the breach and the measures to remedy the breach. This notification will include, as far as possible, the following information:

- The nature of the Personal Data breach;
- The name and contact details of the Data Protection Officer or other contact person from whom further information can be obtained;
- The categories and approximate number of persons affected by the breach and the categories and approximate number of Personal Data records affected;
- Likely consequences of the Personal Data breach;
- The measures that Lucca has taken or proposes to take to remedy the Personal Data breach, including, if the case may be, measures to mitigate any negative consequences.

If, and insofar as, it is not possible to provide all the information at the same time, the information may be provided in instalments without further undue delay.

#### 4.1.6 Assistance and disclosure of information

Lucca undertakes to reasonably assist the Client in complying with the obligations under articles 32 to 36 of the GDPR regarding security of processing, notification of breach to the supervisory authority and communication to the data subjects, carrying out impact assessment or prior consultation with 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 DPA. Lucca undertakes to provide the Client with all reasonable assistance (including providing the 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 make available to the Client all information at its disposal that would be necessary to demonstrate compliance with the obligations under Article 28 of the GDPR.

#### 4.1.7 Technical and organizational security measures

Lucca undertakes to take appropriate technical and organizational measures to protect Personal Data from unauthorised disclosure, unlawful processing or loss, accidental destruction or damage. These measures will be adapted to the nature of the Personal Data and to the severity of the damage likely to occur. All the technical and organisational security measures taken by Lucca can be consulted in the Security Document, which is updated regularly. The Client

acknowledges that it is aware of these measures and has been able to ensure that they are appropriate for the protection of Personal Data. Lucca updates the security measures in the light of technical developments, without any reduction in the level of security and/or adverse impact on the supply of the Services.

#### 4.1.8 End of Contract – Data Reversibility

It should be noted that the Data may be exported at any time in CSV or ZIP format as appropriate. The Client shall take all necessary steps to carry out these exports before the effective end of the Contract or a Subscribed Solution.

At the end of the Contract or of a Subscribed Solution for any reason whatsoever, the Client will no longer have any rights to the Services and will in particular no longer have access to the Subscribed Solutions concerned.

In accordance with its backup policy, Lucca will save the relevant Data for a further period of thirty (30) days after the effective termination of the Contract. Should the Client wish to have the Data exported during this additional period, the Client may request this from Lucca. A quotation issued by Lucca which shall be accepted by the Client will be communicated to the Client. At the end of this thirty (30) day period, Lucca will definitively delete the Data.

#### 4.1.9 Record of processing activities

Lucca undertakes to keep a written record of all categories of processing activities carried out on behalf of the data controller including all the information listed in Article 30.2 of the GDPR. This record of processing shall be available via the [link](https://dam.luccasoftware.com/m/5d11cd18dac9ffe9/original/-EN-Record-of-Processing-Activities-Data-Processor-Lucca.pdf) : <https://dam.luccasoftware.com/m/5d11cd18dac9ffe9/original/-EN-Record-of-Processing-Activities-Data-Processor-Lucca.pdf>

#### 4.1.10 Personal Data Transfers outside the European Union

When acting as a data processor, Lucca does not transfer Personal Data outside the European Union. It only transfers metadata in the context of managing logs and client errors, which are not Personal Data. It should be noted in this respect that Personal Data is hosted on servers in the European Union or Switzerland, as specified in the General Terms and Conditions.

Should it wish to transfer Personal Data outside the European Union, Lucca undertakes to obtain the prior written consent of the Client and (i) ensure that an adequate level of protection of the Personal Data is respected in the country of transfer or (ii) otherwise, shall ensure that the transfer will be governed by one of the transfer means provided for by the Applicable Regulations and in particular by the signature of the standard contractual clauses adopted by the European Commission in force (the "SCC") adapted to the transfer scenario envisaged.

Furthermore, 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.

#### 4.1.11 Audit

Lucca agrees to enable the Client to carry out audits, either alone or assisted by third-party auditors, and to contribute to such audits.

Any audit by the Client shall be notified to Lucca in writing with ten (10) Business Days in advance. This notice shall indicate the auditor's name and the conditions of performance of the audit.. Lucca may object to the Client's choice of auditor within eight (8) Business Days of receiving this notice. Lucca shall then propose three recognised and independent audit firms which the Client may use to carry out the audit. Furthermore, if necessary, in particular for organisational and/or security reasons, Lucca may request that a prior audit agreement be concluded between Lucca and the Client, which must define at least the scope of the audit, the duration and the conditions for carrying it out in order to guarantee the protection of business secrecy and the confidentiality of information belonging to Lucca and its



Clients, suppliers, service providers and personnel. Once completed, the audit report must be forwarded without delay by the Client to Lucca for information.

The number of audits shall be less than once per 24-month period. For any additional audit, Lucca shall be entitled to charge the Client for all internal costs borne by Lucca as a result of the audit (and particularly personnel costs) and, where applicable, any external costs incurred (including service providers and consultants).

#### 4.1.12 Privacy by design and by default

Lucca warrants that the Subscribed Solutions have the appropriate features to enable the Client to :

- Effectively implement the principles of minimisation and limited storage of Personal Data, and
- Only process the Personal Data necessary for each purpose of the Subscribed Solutions.

It is set forth that the Client, as data controller, has assessed the Subscribed Solutions and considers that the data processed in connection with the Subscribed Solutions meet these criteria.

Lucca warrants that the configuration of the Subscribed Solutions can change in such a way as to enable the Client to fully comply with the rights of the data subjects.

#### 4.1.13 Data Protection Officer

Lucca has appointed a Data Protection Officer who can be contacted at [dpo@lucasoftware.com](mailto:dpo@lucasoftware.com).

## 4.2 Obligations of the Client (Data Controller) to Lucca (Sub-processor)

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;
- Ensure that Personal Data is processed lawfully, whether or not it is sensitive data;
- Provide information to data subjects concerned by the processing at the time of collecting the Personal Data and give those data subjects the possibility to exercise 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);
- Ensure that data subjects are lawfully informed and, where applicable, have given their consent to the processing of their Personal Data under the terms of the Contract. In particular, The Client confirms Lucca in writing and in advance of any processing of Sensitive Data via the Services.;
- Ensure that individuals who have access to Personal Data via the Services and/or the Provision of Services comply with the security rules introduced by Lucca, keep their login and password strictly confidential and immediately report an Administrator of the loss or theft of said identification data;
- Restrict data communicated in connection with the Solutions and the Contract solely to the Personal Data necessary to provide them;
- Provide in the Client Center a GDPR contact (if applicable, their data protection officer) for the purposes of any notification or information in connection with this DPA. Otherwise, an Administrator or any other contact of the Client Center will be contacted.

## **Article 5 - PROCESSING OF PERSONAL DATA BY THE PARTIES EACH ACTING AS INDEPENDENT DATA CONTROLLER**

The Parties may collect and process the Personal Data of the other Party for their own purposes, in particular in connection with their business activities (in particular, management of the Parties' contacts, clients, supplier and prospect accounts, management of the Contract, etc.).

For the processing mentioned in this article, each Party provides on its own the purposes and means of the processing of Personal Data, as well as the duration of the storage of Personal Data, without the other Party being able to interfere with the conditions of said processing. In this context, they act as separate data controllers within the meaning of the Applicable Regulations and undertake to comply with the latter.

The processing carried out by Lucca in this context is defined in its Administrators/Contacts/Users Privacy Policy. **The Client declares that it is aware of the processing carried out by Lucca and expressly authorises Lucca to carry it out. The Client also undertakes to inform the Contacts, End Users and Administrators of such processing by communicating to them, upon signature of this DPA, the Privacy Policy for Administrators/Contacts/Users.** This policy will also be made available by Lucca in the personal section of the Subscribed Solutions of each End User.

Should the Client refuse to authorise and/or a data subject object to all or part of such processing (i) Lucca may not be able to fully meet its contractual obligations as set out in the Contract and in particular its obligations in relation to functional support, maintenance and training and (ii) the Subscribed Solutions may be less scalable, in particular to meet the needs of the Client and its End Users. The data subject will always be able to cancel their subscription from the newsletters sent to them. However, in such a case, they will not be informed of evolutions and new features of the Services and the Client may therefore not be able to take full advantage of the Subscribed Solutions.

## **Article 6 - CONDITIONS SPECIFIC TO THE PAGGA PAYSZIP SOLUTION**

This article is only applicable to the Client if it subscribes to the Pagga Payslip Solution and is intended to govern the conditions relating to this Solution. In the event of contradiction, the provisions of this article shall prevail over Lucca's General Terms and Conditions and over the other provisions of this DPA.

### **6.1 Definitions**

For the purposes of this article, capitalized terms not defined in the General Terms and Conditions and/or the Applicable Regulations shall have the following meaning:

**Pay Slips:** refers to the pay slips stored by the Client in the Pagga Payslip Solution;

**Recording Period:** means the period during which Lucca records the Pay Slips on behalf of and at the request of the Client, i.e. 50 years from the end of the Contract, or if requested by the Client before the end of this period, until the Client specifically instructs Lucca in writing to delete the Pay Slips;

**Pay Slips Holders:** refers to the employees or former employees of the Client concerned by a Pay Slip;

**Recording Services:** refers to the services provided by Lucca for the storage of the Pay slips during the Recording Period, under the conditions set out below.

### **6.2 Recording Services**

By subscribing to the Pagga Payslip Solution, the Client instructs Lucca to record the Pay Slips during the Recording Period.

Therefore, notwithstanding the article "Effects of termination of the Contract - Reversibility" of Lucca's General Terms and Conditions and article 4.1.8 hereof, the Payslips uploaded by the Client via the Pagga Payslip Solution will be electronically recorded by Lucca on behalf of the Client during the Recording Period. The Client is the data controller for the Recording Services and Lucca is the data processor.

Lucca warrants the availability of the Payslips to their Holders during the Recording Period via the secure site <https://pagga.ilucca.net/>. Lucca also warrants that, if Lucca ceases to operate and/or ceases to market the Pagga payslip

solution, the Holders of the payslips will be informed by all means at least three (3) months in advance of the End of the Pagga Payslip solution in order to enable them to recover their payslips.

All Personal Data in the Pagga Payslip Solution will be deleted at the end of the Recording Period under the conditions defined in article 6.3 hereof.

Any request addressed to Lucca by a Payroll Holder will be forwarded to the Client under the conditions defined in article 4.1.4 of this DPA.

### **6.3 Physical and legal disappearance of the Client during the Recording Period**

In the event that, during the Recording Period, (i) the Client has not requested the deletion of the payslips contained in the Pagga Payslip Solution and (ii) the Client materially disappears and ceases to exist in law (without a third party taking over these obligations in respect of the storage of dematerialised Pay Sips), Lucca will continue to provide the Recording Service as the data controller of the Personal Data until the end of the Recording Period. The Client expressly authorises this processing and undertakes to inform the End Users of the conditions of this processing, as set out in the Administrators/Contacts/Users Privacy Policy.

### **Article 7 - TERM OF THE DPA**

The undertakings stipulated in the DPA shall be valid for the entire term of the Contract. As an exception to the foregoing, the provisions of article 6 applicable to the Pagga Payslip Solution will survive after the expiration of the DPA for the purposes of providing Recording Services until the end of the Recording Period of the last Pay Slip.

### **Article 8 - APPLICABLE LAW**

This DPA is governed by the laws of France.

ANY DISPUTE CONCERNING ITS VALIDITY, INTERPRETATION, PERFORMANCE OR NON-PERFORMANCE, INTERRUPTION, RESOLUTION OR TERMINATION WILL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURT OF PARIS, including in the event of multiple defendants, warranty recourses or summary proceedings.

## **Appendix A: Description of Personal Data processing data by Lucca as data processor**

The purpose of this Appendix A is to detail the characteristics of the processing of Personal Data for all the Solutions, carried out by Lucca as the Client's Personal Data processor.

### **Categories of data subjects**

Client End Users

### **Categories of data subjects**

Identity data

Personal data

Data relating to professional life

Economic and financial information

Connection data

Social security number

All other data that Clients and End-Users may report to the Solutions

### **Sensitive data**

In order to enable End Users to justify their absence, the Client may need to collect data in our absence management Solution that reveals a person's state of health or sexual orientation (sick leave certificate and marriage or civil union certificate).

### **Nature of outsourced processing**

Collection, recording, hosting, storage, conservation, recording, back-up, organisation, structuring, adaptation, modification, extraction, consultation, use, communication by transmission, dissemination or other form of making available, matching, cross-referencing, interconnection, deletion, destruction.

### **Purposes of outsourced processing**

Lucca processes Personal Data in accordance with the Client's documented instructions strictly for the purpose of executing the Contract and for the purposes of the Services as selected by the Client. Documented instructions are those contained in the Contract and/or additional quotation or otherwise specified in writing by the Client to Lucca. The Client acknowledges that the Solutions and Services may change during the course of the Contract.

### **Processing duration**

The processing will be carried out for the period specified in the DPA.

### **Security measures**

The implemented security measures are set out in the Safety Policy.

### **Sub-processors**

An updated list of sub processors is available in our Safety Policy.

Lucca's processing records are available at the following link:  
<https://dam.lucasoftware.com/m/5d11cd18dac9ffe9/original/-EN-Record-of-Processing-Activities-Data-Processor-Lucca.pdf>

## **Appendix B: Lucca Privacy Policy - Clients**

<https://dam.lucasoftware.com/m/6f2b05455c7e6fe7/original/Privacy-Policy-Administrators-Contacts-Users-Lucca.pdf>