GENERAL TERMS AND CONDITIONS OF SALE

Powell Software is the publisher of a comprehensive digital workplace platform that covers the spectrum of business communication and employee experience, as well as employee engagement, collaboration, and productivity, for organizations using Microsoft 365 (hereinafter the "Service(s)"), that is distributed in SaaS.

The Client is a professional and has declared the Client's interest in using the Software and the Services in connection with the Client's professional activity. For this purpose, the Client has accepted the specific conditions proposed by Powell Software in the Client's order form (hereafter the "**Order Form**").

The Order Form, the General Terms and Conditions of Sale and its appendices, as well as the technical requirements (detailed at the following link: https://powell-software.com/products/technical-requirements) constitute all of the agreements of the parties, hereafter the "**Contract"**. As such, the Client is reputed to have read and agreed to it. In case of contradiction between these various documents, the Order Form prevails over the General Terms and Conditions of Sale.

In all circumstances, in the event of contradiction between the Contract and documents issued by the Client, the Contract prevails, regardless of any provision to the contrary in the Client's documents. All documents issued by the Client are held inapplicable, unless explicitly mentioned in the Order Form.

The Client shall designate to Powell Software the Authorized Users who can use the Software(s) and Service(s). These Authorized Users shall have accepted the general terms of use of Powell Software (hereafter the "**General Terms of Use**") before using the Software(s) and/or the Service(s). It is the responsibility of the Client to make sure beforehand that the General Terms of Use have been accepted by the Client's Authorized Users.

1. Definitions

"Authorized Users" shall mean a user who is designated by the Client to Powell Software under its responsibility, and who may use the Software in compliance with this Contract and the General Terms of Use. The different categories of Authorized Users and the associated prices are specified in the Appendix A.

"Client" shall mean the corporation or organization described in the Order Form, who wishes to be allowed to use the Software and the Services for the Client's own professional needs.

"Elements" mean any element created and provided by Powell Software through the Software and used by the Client and Authorized Users.

"**Powell Software"** shall mean the legal entity part of the Powell Software Group that is contractually bound by the Order Form.

"Services" shall mean, whether in the plural or in the singular, the services as described in the Order Form and in the products documentation (https://powell-software.com/products/) or in Appendix C.

"Software(s)" shall mean, whether in the plural or in the singular, computer programs licensed by Powell Software as part of its Services.

2. Subject

This Contract determines the conditions for setting up the Software and access to the Service by the Client and each Authorized User, for their use as an end user, for their own needs and to the exclusion of any resale, sublicense or exploitation on behalf of third parties, including a license to use the Software.

3. Duration

This Contract takes effect on the date of signature of the Order Form by the Client, for a period set in the Order Form (hereinafter the "**Initial Term**").
The Contract will be automatically renewed either (1) on an annual basis if the Initial Term is one year or more, or (2) for the duration of the Initial Term, if the Initial Term is less than one year, unless it is terminated (cf. terms of article 10).

4. Implementation of the Service and Software

4.1 The Client declares that it has been fully advised of all information relating to the use of the Software and the Services, including the General Terms of Use, before signing this Contract and thus accepts it as it stands and without restriction.

The Services and the Software are only available in the SaaS mode, and require an internet access. Powell Software does not provide any hardware, telephone installation, terminal equipment or Internet connectivity, or any On Premise version of the Software.

It is the Client's sole responsibility and at the Client's own expense to provide the Client and the Client's Authorized Users with the technical means, in particular Internet access (hardware, software, networks, etc.), a Microsoft 365 license, and any measure specified at the following link: https://powell-software.com/products/technical-requirements.

4.2 The Client will ensure that the Client's infrastructure or any resources, software, networks or hardware likely to connect to or use the Software or the Services, are stable and unlikely to disturb the operation of the Service, of the Software or of any other resources of Powell Software. The Client is also responsible for the security of the Client's infrastructure. Thus, it is the Client's responsibility to ensure that all the elements integrated by the Client or the Authorized Users or used in relation to the Services or the Software are free from any known viruses or malicious software.

4.3 Powell Software may from time to time provide enhancements or improvements to the features/functionality of the Services, which may include a new version, new release, patches, bug fixes, updates, upgrades and other modifications (each an "Upgrade").

Powell Software reserves the right to modify, suspend or discontinue, temporarily or permanently, any core functionality contained in the Services, with notice by email and/or within the Software at least 90 days in advance.

Upgrades may modify or delete certain features and/or functionality of the Services. The Client agrees that Powell Software has no obligation to:

(a) provide any Upgrade; or

(b) continue to provide or enable any particular features and/or functionality of the software to Client in any Upgrade. If the Client has a specific customization of the Services produced for them, Powell Software will only ensure the customization continues to function in a similar manner after the Upgrade is applied where the Client pays additional fees as advised by Powell Software.

4.4 The Client understands that the number of users listed in the Order Form is an upper limit of users, meaning that if the Client chooses to deploy the solution to a lower number of users, this

decision will not change the level of fees charged by Powell Software quoted in the Order Form, unless specifically agreed in writing by both parties. The same applies in case of planned increases of numbers of users over time in the Contract (progressive deployment of the Services for example).

Also, any delay in the software deployment to the Client's users that is NOT due to Powell Software should not impact the Services nor fees planned in this Contract. Otherwise, the rest of the terms agreed on, such as prices, could not be guaranteed. Any claim of a delay due to Powell Software should be made in writing in a timely manner to salesadministration@powell-software.com and support@powell-software.com in order to leave enough time to Powell Software to fix the issue or provide alternative solutions.

5. Use of the Service and Software

5.1 The contents which circulate, or are stored, through the Services shall be the sole decision and responsibility of the Client, and it is hereby noted that the provision of the Software and the Services made available to the Client by Powell Software have strictly a technical nature. The Client shall ensure that each content complies with the law and practices in force. In this regard, the Client shall perform any monitoring, within the limits of what is legally permitted, of the usage by the Authorized Users of the Software and the provided Services, in order to prevent and address, in particular, any offences against public decency or public policy, or any illegal content.

5.2 The Client is solely liable for direct and indirect losses and damages, damages to property and non-physical damages, caused by the Client and the Client's employees, to Powell Software and/or to any third party.

6. Intellectual Property

6.1 The Client acknowledges that this Contract does not grant any title or property right on the Service, the Software and any specific development made by Powell Software for which Powell Software remains the owner of the property rights including copyright as provided for, by the legislation in force. In this regard, the Client will respect any notices concerning the property rights of Powell Software, and ensure that they are respected.

6.2 The Client shall only be allowed to use all or part of the Software and the Service solely for the Client's own needs. In particular, the Client shall not be allowed to make any copy of all or part of the Software and its Elements.

6.3 The Client shall not transfer to a third party, all or part of the Software, its access, nor any Elements provided by Powell Software in performance of the Service, unless explicitly agreed in writing.

6.4 The Client shall not modify the Software, especially by reverse engineering, alter, adapt, including through translation, all or part of the Software.

6.5 The Client shall not, whether temporarily or permanently, sell, sub-license, lease, distribute by any means, all or part of the Software, its access, nor any Elements which may be provided by Powell Software in performance of the Contract, unless explicitly agreed in writing.

6.6 Access to the Software is granted to the Client as a unique non-exclusive and non-transferrable right of usage, excluding any source or object code.

6.7 The Client represents and warrants that the Client is the owner of all the rights on the data which are necessary for the performance of this Contract and any contents integrated into the Software or the Service and that it shall not use in relation to the Software or the Service any illegal content or content which is likely to prejudice public policy or third party's rights. More generally, the Client shall not use the Software or the Service to commit any illegal act. The Client guarantees on first demand

Powell Software against any damage that would result from any claim from a third party for a breach of this guaranty.

7. Powell Software Obligations and SLA

7.1 Powell Software undertakes to perform the Services on the basis of an obligation of means, but does not guarantee their results. In accordance with this, Powell Software undertakes to make its best commercially reasonable efforts to exercise the due care diligence which is necessary for the provision of quality service in compliance with standard practice of the profession.

7.2 The Service Level Agreement (SLA) of the Service is specified in Appendix B.

Powell Software reserves the right to interrupt the availability to Authorized Users of all or part of the Software, or the Services in order to carry out updates, maintenance and/or improvement work. In such a case, except in case of emergency, the Client and the Authorized Users will be informed by Powell Software on the Help Center: https://support.powell-software.com/hc/en-us/sections/4407002188562-Important-information-Major-Incidents.

8. Client Obligations

8.1 The Client uses the Client's own Microsoft 365 login and passwords which are strictly personal to each Authorized User, which the Client undertakes to keep confidential. The Client represents and warrants compliance, by any Authorized User, with the provisions of this Contract governing usage of the Software or the Service. Usage of a login and password by several persons is forbidden.

8.2 The Client is solely responsible for the usage of the Software and the Service, in compliance with its usage, with any documentation which may be provided by Powell Software, with the Contract. The Client will ensure that, except for the Authorized Users, no other person has access to the Software or the Service. In the event it comes to the Client's knowledge that a third party accesses the Service/the Software, the Client shall inform Powell Software without delay of such fraud and document this.

8.3 The Client undertakes to collaborate in good faith with Powell Software in order to allow Powell Software to perform all the Services in good conditions, especially by communicating to Powell Software all useful information and by answering rapidly to questions. The Client shall put Powell Software in contact with all the persons of the company which are concerned about the problem studied and designate among them a person who shall be the contact in charge of the whole operation having a decision power in the solutions proposed by Powell Software.

8.4 The Client shall have editorial responsibility for the use of the Software and the Services. The Client shall also be responsible for carrying out the formalities with the competent authorities in terms of personal data, as specified in article 16. The Client shall be liable for the consequences of any litigation relating to the Software or the Service, especially any legal or factual consequence affecting the contents transiting through, or stored by, the Software or the Service and any legal or factual disturbances caused to a third party in the course of the operation of the Software or the Services. The Client guarantees on first demand Powell Software against any judgments and their accessories or any sum that Powell Software may be required to pay by enforceable decision or in performance of a settlement.

8.5 In the event of any breach by the Client of its obligations, Powell Software reserves the right to terminate the Contract as indicated in article 10.

8.6 The Client is responsible for performing regular backup procedures of the data which Powell Software cannot access in performing the Service.

8.7 Client must keep records relating to Services used. At Powell Software's expense, Powell Software may verify Client's compliance with this Agreement at any time upon 30 days' notice. To do so, Powell

Software may engage an independent auditor (under nondisclosure obligations) or ask Client to complete a self-audit process. Client must promptly provide any information and documents that Powell Software or the auditor reasonably requests related to the verification and access to systems listing Authorized Users. If verification or self-audit reveals any unlicensed use, Client must, within 30 days, order sufficient subscriptions to cover the period of its unlicensed use. Without limiting Powell Software's other remedies, if unlicensed use is 5% or more of Client's total use of all Products, Client must reimburse Powell Software for its costs incurred in verification and acquire sufficient subscriptions to cover its unlicensed use at 125% of then-current Client price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

9. Pricing and Financial Terms

9.1 The prices of the Services are defined in the Order form(s). Any additional service shall be subject to an amendment to this Contract signed by both parties or the signature of other Order Forms.

Unless otherwise stated in the Order Form(s), all fees are quoted in Euro.

The Client agrees that if the Client is purchasing academic[1], government[2] or non-profit[3] offers, the Client meets the respective eligibility requirements as defined by Microsoft Company in its contracts. Powell Software reserves the right to verify eligibility and suspend the use of the Service and the Software if requirements are not met.

For additional details on the count of Authorized Users and its impact on billing, please refer to Appendix A.

9.2 Prices are subject to revision by Powell Software. In this case, Powell Software undertakes to make its best commercially reasonable efforts to alert the Client with at least three (3) months' notice prior of the price change. In this case, the Client may terminate the Contract according to the terms of article 10 and without any additional fee. The Parties agree that the price fixed previously will remain in force until the end of the termination period.

In case of renewal of this Contract with no new Order Form, Powell Software will revise the price automatically, as of right, and without prior formalities or notices, following the Consumer Price Index (CPI) measured by the OECD for the country in which the Powell Software legal entity part of this Contract is based in by using the formula $P_1 = P_0 * (i_1 / i_0)$ where

P_1 = new price
P_0 = price as per the Order Form
i_1 = latest index
i_0 = index from the initial contract signature date

9.3 The invoice shall be issued when the service as described in the Order Form is activated and available to the Client. In case the targeted Service start date stated in the Order Form is expired and the service is not yet available because of missing technical details to be provided by the Client, Powell Software reserves the right to issue the invoice anyway and consider the Service started.

Each invoice shall be sent to the Client by e-mail to the e-mail address indicated by the Client. In case of disagreement, invoices must be disputed in writing within 30 days after the invoice date.

[1] https://www.microsoft.com/licensing/docs/view/Industries--Education
[2] https://www.microsoft.com/licensing/docs/view/Industries-Government
[3] https://www.microsoft.com/en-us/nonprofits/eligibility

In case of multi-year Contract or in case of renewal of this Contract, the subsequent invoices shall be issued each year after the previous invoice.

9.4 Payment terms – Unless otherwise stated in the Order Form(s), the amounts invoiced shall become due 30 days after the invoice date.

In the event of non-payment of an invoice, Powell Software shall be allowed, after an official notice sent through any means to the Client to suspend the Service and the use of the Software, without prejudice to any compensation Powell Software may claim, and possible termination of this Contract.

9.5 Late payment – In the event of late payment by the Client, all overdue amounts shall accrue interest automatically, without the need for any reminder, at the rate of 1.5% per month (18% per annum) or the maximum rate permitted by applicable law, whichever is lower.

Where mandatory local law provides for a different minimum rate, such rate shall apply. For instance, in France, the applicable rate cannot be lower than the interest rate applied by the European Central Bank to its most recent refinancing operation increased by 10 percentage points, or three times the legal interest rate if more favourable.

The Client shall, in addition, reimburse the Supplier for all reasonable costs and expenses incurred in recovering overdue amounts, including administrative, collection, and legal fees. For instance, in France, a fixed recovery indemnity of €40 is due automatically per unpaid invoice.

9.6 Taxes – Prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Powell Software, the Client shall also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Contract and that Powell Software is permitted to collect from the Client. The Client shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay. Powell Software shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Powell Software, the Client may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if the Client promptly provides Powell Software an official receipt for those withholdings and other documents reasonably requested to allow Powell Software to claim a foreign tax credit or refund. The Client will ensure that any taxes withheld are minimized to the extent possible under applicable law.

9.7 Purchase Order – If the Client requires a purchase order number to be included on Powell Software's invoice for payment, such number must be provided on the signed quote, or at the latest by email to salesadministration@powell-software.com prior to the start of the relevant Services and its invoicing. Failure to do so may result in a delay in access to the Services. If the Client requires an annual purchase order number for multi-year service orders, the Client must provide the new purchase order number at least 30 days prior to the commencement of each subsequent service period. The original purchase order number will be used for subsequent invoices if a new purchase order number is not provided. Regardless of whether the Client provides a purchase order number, the Client remains obligated to pay invoices by their due date.

10. Termination and Suspension of the Contract

10.1 Without prejudice to any other provision of this Contract, each party can terminate this Contract by giving the other party a written notice of non-renewal by email at least ninety (90) days prior to the end of the Initial Term. In case the termination request comes from the Client, email notice should be sent to both salesadministration@powell-software.com and support@powell-software.com.

10.2 In the event of a breach, each party can terminate this Contract by giving the other party a written notice of non-renewal by email (to both salesadministration@powell-software.com and support@powell-software.com in the case of Powell Software), provided that the breaching party did not cure the breach during said thirty (30) day notice period.

10.3 Without prejudice to any other provisions of this Contract, Powell Software may suspend the use of all or part of Software and the Service by the Client, or terminate this Contract at any time if: (i) the Client does not comply with one of the terms of this Contract; (ii) if Powell Software is informed that the Service and/or the Software is being used for illegal purposes ; (iii) If the Client is insolvent or subject to reorganization or liquidation proceedings ; (iv) in the event of regulatory changes legally requiring Powell Software to cease providing the Service or the Software to the Client.

In particular, Powell Software may suspend access to any content, or delete any content, contributed or made available by the Client pursuant to this Contract, through the Client's use of the Services and the Software, which, in Powell Software's sole discretion, is unlawful or contains unlawful content, or after receiving notice from a third party that such content infringes their rights, or upon an order of a Court or of any competent authority.

10.4 Upon termination of this Contract, Powell Software may declare any and all sums payable immediately due, without further notice or demand and pursue any other remedies available at law or in equity. The Client shall not be entitled to a refund of any payments made by it to Powell Software.

10.5 Upon termination of this Contract, all maintenance services for any and all Services as well as any other obligations of Powell Software are, subject to applicable law, effectively ceased and terminated as well. Powell Software may delete all of the Client's and its users' accounts and remotely disable the Client's and each user's access and use of the Services.

10.6 Reversibility and Data Portability – In accordance with its "Zero-Content Storage" architecture, Powell Software does not store the Client's corporate content (such as documents, messages, and intranet pages). Upon termination of this Contract, the Client retains full access and control over its underlying content, which remains securely hosted and intact within the Client's Microsoft 365 tenant.

Regarding configuration data processed by Powell Software, the Client may request an export of its specific configuration data prior to the effective date of termination. Powell Software undertakes to provide this export in standard, machine-readable formats (such as JSON or CSV) to facilitate data portability and prevent vendor lock-in. While the standard export of configuration data is provided as part of the Service, any additional or custom technical assistance requested by the Client for reversibility purposes may be subject to an additional statement of work and specific fees.

11. Limitation of Liability

11.1 Usage of the Software and the Service is granted "AS IS" without warranty of any kind whatsoever, whether express or tacit, as to its quality, its performances or results. The risks relating to its quality, its performances or results shall be borne solely by the Client. Powell Software is not responsible for the unavailability of the Service/Software caused by a failure of telecommunications operators. Given the uncertainties of the Internet network and transmission protocols, the Client acknowledges that Powell Software cannot guarantee the relevance or completeness of the transmissions, nor, in particular, the correct receipt by the Client of the alerts at the configured e-mail address.

11.2 In no case Powell Software shall be held liable for damages caused by the usage of the Software or the Service, including loss of data or resulting from non-availability of the Software or the Service.

11.3 In any case, Powell Software cannot be held responsible for any indirect damage, nor any damage resulting from a possible loss of turnover or activity. Powell Software shall not be held liable for any damage originating in usage of the Software or the Service in conjunction with a software or hardware used by the Client, or any user whatsoever, or originating in any technical problem of the Client,

including the Client infrastructure. It shall be the Client's responsibility to subscribe to any maintenance necessary contracts and to establish, in particular, any data backup procedure.

11.4 Powell Software does not guarantee a continuous operation of the Software or the Service, or that they will be free from errors. Responsibility of Powell Software shall only be established in case of serious misconduct or proved negligence in the performance of its obligations and shall be expressly limited as set forth in this article, excluding any other damages, of any kind whatsoever, especially business interruption losses, indirect damages, loss of information and damages caused to third parties.

11.5 It shall be the Client's responsibility to subscribe to an insurance covering the risks which are excluded or limited further in this Contract and in accordance with this article or to be its own insurer.

11.6 The Client's sole and exclusive remedy, for breach of any and all warranties and for Powell Software's liability of any kind, under or arising out of this Contract (whether in contract, tort, or otherwise) shall be limited to the amount of the yearly subscription for the concerned Service. This clause shall be considered as essential and a condition precedent to the Contract of Powell Software to enter into this Contract and any subscription to the Software.

12. Confidentiality

"Confidential information" is non-public information that is designated "confidential" or that a reasonable person should understand as such, including, but not limited to: User's data, the terms of these Terms and User's account authentication credentials. Confidential information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.
Each party will take reasonable steps to protect the other's Confidential information and will use the other party's Confidential information only for purposes of the parties' business relationship. Neither party will disclose Confidential information to third parties, except to its representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Contract. Each party remains responsible for the use of Confidential information by its representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.
A party may disclose the other's Confidential information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

13. Amendment

Powell Software may modify this Contract from time to time. Changes will not apply until the Client accepts them. Powell Software may require the Client to accept revised or additional terms before processing a new order.

14. Governing law and dispute resolution

This Contract is governed by the French law. Any disputes arising from or in connection with the interpretation or performance of this Contract which cannot be resolved amicably, shall be the exclusive jurisdiction of the International Chamber of the Paris Commercial Court.

15. Miscellaneous

15.1 The Client expressly undertakes not to assign, whether for a consideration or not, all or part of its rights and obligations which it has pursuant to this Contract.

15.2 Subject to complying with its undertakings, Powell Software may sub-contract all or part of the performance of this Contract, or assign all or part of this Contract.

15.3 Any claim or complaint of the Client against Powell Software shall be done in writing by the Client no later than 72 hours from the fact that gave rise to them, on pain of forfeiture of rights. The claim terms and/or disagreement arguments in writing shall in particular include the detail of the services, the amounts, etc. which are the subject matter of the claim and/or disagreement and the motives of claim and/or disagreement.

15.4 Powell Software reserves the right to interrupt without notice all or part of the Software and/or the Services in case of manifest misuse of those which is likely to be damageable to Powell Software or to third parties.

15.5 The responsibility of either of the parties may not be sought if the performance of its obligations is delayed or prevented by reason of a force majeure event such as: social unrest, blockage of transportation means, intervention of the civil or military authorities, natural disasters, fire, water damage, malfunction or interruption of the telecommunications network or the electricity network. If the event extends itself over a three months period, the Contract may be terminated by the Client by sending an email to both salesadministration@powell-software.com and support@powell-software.com. It is expressly agreed that the loss, by Powell Software, of one of its providers involved in the performance of this Contract, especially any hosting provider, or the non-provision of services expected from such providers, shall be deemed to be a force majeure event, the only obligation of Powell Software being then to search for an alternative provider, having similar characteristics, if such a provider exists.

15.6 This Contract shall constitute the entire agreement of the parties in relation to its subject matter, and replaces and cancels any other proposal or prior agreement relating to the subject. No provision of this Contract shall be deemed to be waived, amended, or altered by any of the parties without a prior written document signed by the legal representatives of both parties, or their authorized representatives. Such prior and written document shall take the form of an addendum to this Contract, which expressly decides to take out a contractual provision, to amend it or change it. Consequently no particular conditions or general conditions of the Client, unless expressly and formally accepted in writing by Powell Software, may prevail over this Contract. Any condition contrary opposed by the Client shall be, unless expressly accepted, be inapplicable to Powell Software, whatever is the time when it has been brought to its notice.

15.7 If any of the provisions of this Contract is considered as void with respect to a current law or a legal decision having become final, it shall then be considered as never to have existed, but nevertheless shall not lead to the nullity of this Contract or alter the validity of its other provisions. If one or the other parties does not require the performance of a clause of the Contract or agrees for it not to be performed, either permanently or temporarily, it shall not be construed as a renunciation for such party to its rights resulting from such clause. Any notices to be given hereunder shall be given to the addresses where the parties declare to have their domicile in their respective registered office.

15.8 Publicity. For the duration of the Contract, Powell Software may mention the Client's name as one of its clients and/or use its logo as a commercial reference in its written documentation or on its website, in testimonial content, in press releases, and within marketing materials, provided such use and display is in accordance with the Client's trademark usage guidelines communicated to Powell Software. The Client agrees that Powell Software may issue a press release and future case study relating to this Contract, as long as such press release or case study is sent to the Client in advance of publication.

15.9 Fair Use Policy. The Service and the Software rely on shared cloud resources for data and processing. This policy defines the limits for resource usage per Client. These limits ensure that other tenants' performance is not affected, and resources are evenly distributed.

- Powell Intranet

Up to 3 sites collections for 1 licensed user

- Powell Governance

Up to 3 Teams for 1 licensed user

Any excess would lead to a commercial discussion to adjust the number of seats charged to the Client.

15.10 Survive termination. The provisions of article 12 shall survive the termination of this Agreement.

16. Data Protection and GDPR

16.1 GDPR - The Parties shall comply with all applicable personal data protection laws, especially to the EU Data Protection Regulation n°2016/679 "GDPR", and all applicable personal data protection laws. Each Party confirms that it will obtain from its employees, contractors or third parties all the necessary consents to the processing of personal data by the other Party within the framework of any personal data processing carried out under this Contract.

16.2- Data Processing Agreement According to article 28 GDPR, the Data Processing Agreement between Powell Software and the Client is provided in Appendix D.

16.3 Artificial Intelligence and Data Usage – Where the Client utilizes AI-powered features within the Services (such as Powell Buddy), Powell Software ensures that all data processing complies with applicable AI regulations. Personal data and indexed corporate content are processed strictly for the purpose of providing the service (e.g., Retrieval-Augmented Generation). Powell Software explicitly guarantees that no Client data, including indexed content or prompts, is used to train, retrain, or improve the underlying foundation models (e.g., Azure OpenAI).

Appendix A – Categories of users and Pricing

Powell Software solutions are based on a price per user per month.

Unless stated otherwise in a specific agreement, this is the definition of a "user" for pricing purposes:

- Any employee registered with a Microsoft 365 account. By default, Powell Intranet & Powell Governance are "Office 365" tenant-wide offers, which mean that all employees with an Office 365 account must be counted;
- For "Powell Intranet, Frontline Essential offer", any employee registered with an Azure Active Directory who can access Powell Apps (Powell Intranet mobile app);
- Guest users, or external users: any external user such as a supplier or a customer of the Client who can access the solutions built with Powell Intranet (Intranet or Extranet sites) or with Powell Governance (teams spaces).

For guest users, a grace of 20 % is allowed which means that if the number of external users is inferior to 20 % of billable users, they are not charged.

Example 1 for Powell Intranet:
The Client A has 1,000 employees with Office 365 accounts and 500 employees with Powell Intranet Essential offer. The Client is not charged for guest users if they are lower than 20 % * (1,000+500) = 300 external users. Therefore if the Client A has 500 guest users, it will be charged for 500-300 = 200 guest users.

Example 2 for Powell Governance:
The Client B has 1,000 employees with Office 365 accounts. The Client B is not charged for guest users if they are lower than 20 % * 1,000 = 200 external users. Therefore if the Client B has 500 guest users, it will be charged for 500-200 = 300 guest users.

Appendix B – Service Level Agreement

SERVICES	STANDARD SLA
Service Level Agreement[4]	
Support	
Business hours	9:00 am – 5:00 pm CET
Response Time – Business Critical Incidents	4 hours during Business hours/days
Solving Time – Business Critical Incidents	8 hours during Business hours/days
Response Time – Non-Business Critical Incidents	2 business days
Solving Time – Non-Business Critical Incidents	Cf. Availability Rate
Service	
Availability Rate	99.50 %
Level 1 support, Training, Implementation & Re-assurance	
Access to Powell Software Level-1 through Helpdesk portal	*Via Partner*[5]
Access to on-line documentation & knowledge database	Included
The Client Success Management	
Access to Online usage data	Included
One yearly use-cases & usage overview meeting with CSM	Included

Support:

- Support is provided on all issues encountered on Powell Software products standard features. Custom development on top of Powell Software is not covered.

Process when Level 1 is included (Premium Services):

- Powell Manager and Powell Governance offers support request features embedded in the solution. When needed, support is provided by opening tickets on Powell Manager and Powell Governance first and emails and phone calls when needed.

Escalation protocol:

- Level 1: Support requests on Powell Manager / Powell Governance when included (Premium Services)
- Level 2: Support by Phone/Microsoft Teams → service centre Powell
- Level 3: Support by Phone/Microsoft Teams → core team Powell

[4] Based on tickets opened through the Helpdesk portal

[5] Integrator, distributor, or reseller reselling Powell Software services

Appendix C – Ultimate Care (additional service)

Features description

Ultimate Care Start

- Continuous monitoring of your environment
- Technical and business guidance
- Technical implementation
- Customisation tailored to your needs

Ultimate Care Go

- Regular monitoring of platform usage
- Technical, business and strategic guidance
- Presentation and implementation of new features
- Technical implementation
- Customisation tailored to your needs
- 1 dedicated workshop per year with the Powell Product team (at least)

Ultimate Care Pro

- Continuous optimisation of your platform
- Technical, business and strategic advisory
- Presentation and implementation of new features
- Technical implementation
- Advanced customisation of Powell modules
- 1 dedicated workshop per year with the Powell Product team (at least)
- Priority Support
- Release Hypercare

SERVICES	Ultimate Care Start	Ultimate Care Go	Ultimate Care Pro
Service Level Agreement[6]			
Support			
Business hours	9:00 am – 5:00 pm CET	9:00 am – 5:00 pm CET	**8:00 am – 6:00 pm CET**
Response Time – Business Critical Incidents	4 hours during Business hours/days	4 hours during Business hours/days	**2 hours during Business hours/days**
Solving Time – Business Critical Incidents	8 hours during Business hours/days	8 hours during Business hours/days	8 hours during Business hours/days
Response Time – Non-Business Critical	2 business days	**8 hours during Business hours/days**	**8 hours during Business hours/days**
Solving Time – Non-Business Critical Incidents	Cf. Availability Rate	Cf. Availability Rate	Cf. Availability Rate
Service			
Availability Rate	99.50 %	**99.80 %**	**99.80 %**
TAM			
Reponses time	4 business days	2 business days	2 business days
Availability delay	10 business days	5 business days	3 business days

[6] Based on tickets opened through the Helpdesk portal

Appendix D – GDPR data processing agreement

The Parties shall comply with all applicable personal data protection laws, especially to the EU Data Protection Regulation n°2016/679 "GDPR", and all applicable personal data protection laws. Each Party confirms that it will obtain from its employees, contractors or third parties all the necessary consents to the processing or personal data by the other Party within the framework of any personal data processing carried out under this Contract.

A. Declarations and commitments of Powell Software relating to the processing operations for which it acts as data processor

The Client is the Data Controller of the personal data used and included in the Services, and thus must ensure that all the measures prescribed by the GDPR are complied with.

In the context of the execution of this Contract, and/or documented instructions of the Client, Powell Software is likely to host, receive, access or process personal data on behalf of the Client. In this regard, Powell Software acts as a Data Processor within the meaning of the GDPR.

Powell Software may process the following personal data of the Authorized User: (i) personal information of your Microsoft Teams account (such as your Team names and configuration), (ii) ZIP files in case some have been added to Powell Governance templates, (iii) Team names and Azure Active directory Id for reports and team directory, (iv) Azure Active directory user Id to be able to display team owners, members and guests, (v) The email address of the Powell Governance and Powell Intranet administrators, (vi) Authentication bearer (invalid after 1 hour) and renew token to manage Powell Governance authentication (invalid after 1 week), (vii) Powell Governance configuration settings, (viii) User language to adapt the Service language, User favourite teams.

These personal data are processed for the duration of the Contract and the Services. All of these data are secured by encryption and the access to the information is limited to the few platform administrators.

Before providing personal data to Powell Software, the Client will obtain all required consents from third parties (including User's contacts, partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

To the extent permitted by applicable law, personal data collected under these Terms may be transferred, stored and processed in the United States or any other country in which Powell Software, or their respective agents and subcontractors, maintain facilities. Powell Software will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

In this situation, Powell Software undertakes:

(i) to ensure that its personnel authorized to process the personal data undertake to respect the confidentiality and only process the personal data in the context of this Contract and/or upon the instructions of the Client;
(ii) to only process personal data upon the documented instructions of the Client, mainly in accordance with this Contract.

(iii) in view of the economics of the state of the art, and the information provided to Powell Software by the Client, Powell Software implements appropriate technical and organisational security measures to maintain the confidentiality and security of the personal data processed on behalf of the Client. It is the responsibility of the Client to assess the level of sensitivity/risky nature of the processing operations and/or the personal data handled by Powell Software on its behalf, and to request Powell Software, if need be and without any delay, to establish a suitable level of securing, subject to the agreement of the Parties as regards the terms, especially the financial ones, for this set-up;

(iv) undertakes to provide the Client with all the information necessary to demonstrate compliance with the obligations stated in this article and to allow carrying out audits. The Parties agree that these audits will be carried out by an independent auditor who should be validated by Powell Software, and who will sign a Non-Disclosure Agreement. The cost of the audit is paid by the Client. Prior to the audit operations, the Client will indicate the specific purpose of the audit and the types of information that the auditor will have to access, which should only pertain to the obligations stated in this article, with the exception of any other domain. Powell Software undertakes to collaborate, in good faith, with the independent auditor to carry out the audit operations. The audit operations cannot disturb the activity of Powell Software, the proper functioning of its infrastructure, or the execution of the Contract. A full copy of the audit report prepared by the auditor will be submitted to Powell Software, at the same time as the Client. In the absence of this submission, such a report is not binding on Powell Software. The option of audit is open to the Client once (1) per year, and within the limits of a load of two (2) days/men provided by Powell Software, at the expenses of the Client ;

(v) to notify the Client, as soon as possible, about any violation of personal data within the meaning of the GDPR after becoming aware of a personal data breach;

(vi) the Client hereby grants Powell Software a general authorization to transfer personal data to subcontractors (sub data processors) for the sole purpose of the proper execution of this Contract, provided that these sub data processors undertake in writing to respect the terms of this Contract, that they are established within the European Union or, being outside the European Union, are established in an adequate country or present appropriate guarantees within the meaning of the regulations and in particular the GDPR. These sub data processors are listed in the following link: https://powell-software.com/fr/partner/find-a-partner/ in the case of partners, or here in the case of Independent Software Vendors developing third-party software: Merge API, Inc. (Merge app), Walls.io GmbH (Walls.io app).

In the event that the Client requests Powell Software for services related to the processing of personal data for which the Client is the Controller, these services will be provided, subject to feasibility and acceptance by Powell Software, at Powell Software's current rates and will result in an additional Order Form.

Data Transfer:

The Client is informed and agrees that the Client's and Authorized User's personal data are hosted by a third-party service provider: the US Company Microsoft Corporation – herein after "Microsoft". The Client will be informed by Microsoft about the location of Microsoft's datacentres and services. For more information about Microsoft please read the following link: https://docs.microsoft.com/en-us/microsoft-365/enterprise/eu-data-storage-locations?view=o365-worldwide

B. Declarations and commitments of Powell Software relating to the processing operations for which it acts as data controller

The personal information provided by the Client during its subscription to the Services is exclusively used for the management of the subscription and the business relations between the Client and Powell Software.
The Client using the Services shall have a right of access, rectification, opposition, limitation and deletion of personal data concerning him, as well as a right to the portability of his data, which may be exercised by writing to gdpr@powell-software.com.

The Client is informed and accepts that the personal data integrated into the Services are anonymized and used by Powell Software for statistical purposes and improvement of the Services.