

EXPENSYA General Terms and Conditions

PREAMBLE

Expensya is a service provider which owns software for paperless expense report management, hereinafter called “Expensya Software.”

The Client wishes to equip itself with a tool that manages expense reports virtually, ensure the workflow for the creation and pre-authorization of virtual payment cards issued by a payment institution, to export Data arising from this management, and to integrate it into its IT system. Expensya declares that its tool, the Expensya Software, hereinafter called the “Solution,” is capable of meeting the Client’s needs.

This document describes the General Terms and Conditions between Expensya and its Client, hereinafter called the “Terms and Conditions.” Consequently, it supersedes and cancels any agreement, communication, offer, proposal, or correspondence, whether oral or written, discussed, or entered into before, except when stated otherwise in the Purchase Order signed by the Client and referencing the Terms and Conditions herein.

Article 1 - Legal Disclaimer

The Terms and Conditions herein are proposed by Expensya (hereinafter called the “Service Provider”), a limited company with a capital of 132,040.13 euros, having its registered office at 35, rue des Jeuneurs, 75002, Paris, France, identified under number 810 794 610 at the Trade and Companies Register of Paris.

Article 2 – Definitions

The words and expressions appearing in capital letters have the meaning indicated hereafter in these Terms and Conditions, whether they are employed in the singular or the plural.

“**Subscription**” refers to the cost of invoiced Services based on a recurring template.

An “**Anomaly**” refers to any reproducible defect such as a malfunction or non-compliance of the Service noticed during the Initial Implementation phase or during the Service’s production phase, compared to its Documentation. Anomalies are described as such by the Service Provider and are classified into two categories:

- Blocking anomaly: Anomaly that makes access to at least one essential Service feature (connecting to the Software via the web app, submitting a report, validation process, auditing, recovery of accounting files, Cloud archiving) impossible or inoperative or that prevents the utilization of the Solution (interference with Data integrity, performance of an essential feature that goes beyond its utilization under reasonable conditions);
- Non-blocking anomaly: An anomaly that does not have the characteristics of a Blocking anomaly (in other words, which does not concern essential features).
 - o Major anomaly: An anomaly that only allows the Solution to be utilized for part of its non-essential features, making this non-viable in the long-term;
 - o Minor anomaly: An anomaly with minor criticality in which work is possible using a Solution workaround.

“**Service Date**” refers to the date from which the Service Provider has enabled the Client’s environment, allowing the Service Provider and the Client to begin configuration work. The Service Date shall be deemed attained once the Service Provider has emailed the Client’s login to the Client’s admin user.

“**Documentation**” refers to any electronic help document for Users, electronic training support, online video tutorials, or Extranet documentation provided by the Service Provider (<https://help.expensya.com/>).

“**Data**”: all data that is sent by the Client to the Service Provider using the Solution during the Solution implementation phase and which remains the exclusive property of the Client.

“**Login**” refers both to the User’s login name and to the login password created by the User or as part of the SSO after registering for the Service.

“**Service Manual**” refers to the appendix which describes Services and special conditions for implementing these Services.

“**Software**” refers to the full set of IT programs designed for several Clients and Users to be used as a single app or feature. Software is published either by the Service Provider, or by a third party, in which case the Service Provider guarantees that it owns all required copyrights.

“**Initial Implementation**” refers to the project that is delivered by the Service Provider to the Client and that includes various services (gathering requirements, configuration, flow injection technique, acceptance testing, pilot, production launch, change management, and training) for the deployment of the Solution and of Services set out in these Terms and Conditions.

“**Services**” refers to services provided by the Service Provider to the Client, as defined in these Terms and Conditions, in the **Service Manual** and **Expensya digitization and legal archiving** appendices, and pursuant to provisions described in appendices on **Common provisions regarding the processing of personal data** and **Register of Data Processing Activities**. Services include the remote provision and the right to use the Software, Software and Data hosting, Data storage, Software administration and supervision, corrective and ongoing maintenance of the Software, resolving Anomalies and the reversibility of Data upon the expiry of these Terms and Conditions.

“**User**” refers to any of the Client’s employees who use the Solution.

“**Active User**” refers to any User of the Client who creates, completes, or sends at least one report, or enters at least one expense or performs at least one export in a given month or the two preceding months, it is being understood that the number of Active Users is required for invoicing purposes.

“**Client**” designates who signs the order form for the Service.

“**Virtual Card**” means payment card numbers sent digitally to be used for online payments in the same manner as physical payment card numbers. These card numbers are issued by a payment institution and integrated into the Expensya software's workflow.

Article 3 - Purpose

The purpose of these Terms and Conditions is to define terms and conditions that apply:

- To services associated with the Client’s use of the Software;
- To initial implementation and additional benefits that are delivered to the Client;

The Service Provider carries out benefits and Services; it also consents to the Client having:

- A right of access to the Service Provider’s servers in accordance with conditions set out below;
- End-use rights to the Software.

For the duration of these Terms and Conditions, Expensya reserves the right to:

- Upgrade its offer and the Software, in the common interest of its Clients and to comply with future technological constraints. The Client will not be surcharged for these upgrades to modules that are open to all Users.
- Propose new optional modules for a fee, as long as their usage is not required for the proper functioning of Services defined in these Terms and Conditions and without questioning the level of Services without the optional modules.

Article 4 - Contractual Documents

These Terms and Conditions are supplemented by the following documents, with their appendices and amendments, listed in the order of their decreasing hierarchical legal weight.

- Potential signed Purchase Orders;
- appendices to these Terms and Conditions, available at:<https://www.expensya.com/en/gtcs>
 - o Service Manual,
 - o Expensya Digitization and Legal Archiving,
 - o Common provisions regarding the processing of personal data,
 - o Register of Data Processing Activities,

Article 5 - Invalidity of a Provision and full Terms and Conditions

In the event of conflict between the provisions set out in the various documents stated in the article on **Contractual Documents**, it is expressly agreed that the most specific provisions shall prevail over the other documents making up the contractual framework.

If any or some of the provisions prove invalid with regard to a rule of law or an applicable law, they shall be deemed unwritten, but shall not entail the invalidity of these Terms and Conditions, nor that of the partly relevant clause.

Article 6 - Service Provider Obligations

The Service Provider shall use all necessary means (personnel, methods, etc.) to perform Services and benefits pursuant to these Terms and Conditions and its appendices.

The Service Provider undertakes to always behave as a loyal and bona fide partner, and to immediately inform the Client of any dispute or trouble it may encounter when performing the Terms and Conditions or of any relationship with third parties that may prevent it from performing them.

The Service Provider guarantees that its Solution is compatible with the technical prerequisites of phone and IT equipment described in the **Service Manual** appendix.

Article 7 - Client Obligations

The Client shall implement the following means to guarantee conditions that enable the Initial Implementation to be carried out properly and for the Solution to be used well:

- An adequation between the expression of its needs and its actual needs;
- Users are qualified and competent;
- All entrusted tasks are carried out within deadlines in the Initial Implementation;
- Quality, availability and reliability of internet telecommunications networks to access and use the Solution and associated Services;
- Estimating the number of Active Users to determine pricing and the phasing of deployments so the Service Provider can organize and size its computing, storage, and support capacities.

Article 8 - Term and Termination

These Terms and Conditions shall enter into force from the date of signature of the Client's initial Purchase Order.

The initial term of these Terms and Conditions shall be thirty-six (36) months from the Service Date, except where otherwise stated in the Purchase Order.

Except otherwise expressed by one of the Parties, notified by registered letter with notice of receipt three (3) months before the expiry date, the Terms and Conditions herein shall be tacitly renewed in successive twelve (12) month periods, which may be terminated by either Party.

The postmarked date on which the registered letter is received or first presented shall be deemed the termination notification date.

Article 9 – Description of Services

The Service Provider provides the following apps to the Client remotely, via a web-based network and in accordance with rights of use described in the article on **Rights of Use**:

- The Expensya mobile app;
- The Expensya website, accessible on <https://www.expensya.com>;
- Along with any other optional service or module described in a Purchase Order signed by the Client or in the appendix on Commercial Terms;

and accompanying Documentation.

The Service Provider is responsible for the performance of Services in accordance with provisions defined in the appendices entitled **Service Manual and Expensya Digitization and Legal Archiving**, and according to provisions described in the **Appendix on Common Provisions Regarding the Processing of Personal Data and Register of Data Processing Activities**.

Article 10 – Accessing the Solution

The procedure for accessing the Solution defined by the Service Provider must be rigorously followed by the Client as follows:

- From the Client's Android or Apple iOS smartphones and computers;
- Using Logins which have been provided to the Client's Users to access the Service.

Logins are aimed at reserving access to the Service covered by these Terms and Conditions to Client Users, protecting the integrity and availability of the Service, along with the integrity, the availability, and the confidentiality of Data as shared by Users.

The Solution also makes it possible to manage two means of access:

- Admin User access is dedicated to administrating and using the Service. Admin User access enables a Client to create its own Users and grant them access rights;
- User access allows for the use of the Service.

The Client is committed to making every effort to ensure the confidentiality of Logins and to not disclosing them in any form.

In the event a Login is stolen, the Client shall be responsible for deactivating the Service for the relevant Login at its discretion.

In the event a Login is lost, the Client shall use the "Forgotten Password" procedure (<https://www.expensya.com/Portal/#/PasswordForgotten>) to recover its Logins directly from the platform, unless the Client manages secure Login passwords directly via SSO.

Article 11 – Rights of Use

The Service Provider grants the Client a personal, non-exclusive, non-assignable, and non-transferable right of use to the Service for the duration of these Terms and Conditions, in exchange for payment of a Subscription to the Service Provider.

A right of use is a right to implement, access, and use the Service in accordance with its destination, in SaaS mode by connecting to an internet-type electronic communication network.

All updates and new releases provided by the Service Provider as part of maintenance shall be subject to the same provisions regarding property rights and rights of use.

Rights of use are granted for a maximum of 1,000 expenses per year and per Client User. The purpose of this limit is to prevent usage abuse, in which several Users share the same login. Should this limit be exceeded, the Parties shall meet to agree on potential complementary invoicing.

The Client may in no case allow a third party to access the Service, and is strictly prohibited from any use other than the one provided in these Terms and Conditions, particularly any adaptation, modification, translation, rearrangement, communication, or decompiling. This right of use enables Users to use the Service exclusively for their own needs and to process their Data.

Article 12 – Price adjustments

Prices for Subscription and services defined in the Purchase Order are subject to adjustment on January 1st of each civil year. The amount of each invoice issued shall be calculated by applying the following formula:

$$P1 = P0 * (100\% + PI)$$

Where:

- P1 is the revised price,
- P0 is the original price,
- PI is the price increase in percent based on SYNTEC Index.

Article 13 – Subscription Billing Terms

13.1 – Subscription Billing

Subscription billing shall run from the opening of Services for the Client. The opening of Services enables the Client's Admin User and the Service Provider's project manager to begin Service configuration and settings.

The opening of Services will happen at latest three months after the Date of Signature, unless otherwise agreed upfront in writing by both Parties.

Subscription is billed annually on upfront payment basis.

Effective for customers who signed Jan 1st, 2023 onwards, the customer will be invoiced upfront for the committed number of yearly active users, according to the prices described in the Client's Purchase Order.

On the anniversary date of the invoice, the Client will be sent an additional invoice based on actual use and on the following conditions:

- The Service Provider shall count the number of Active Users for each month of the elapsed annual period;
- These figures are added up over the elapsed period;
- If the Client has used more Active Users per month than paid for in the invoice covering the previous 12 months, an adjustment shall be invoiced. This adjustment will be calculated according to the tariff section that corresponds to the number of actual average monthly Active Users, augmented with 25%;

From the new period forward, the invoice for the next 12 months shall be calculated by default according to the average usage of the last quarter of the previous period and the agreed prices, unless otherwise agreed by the Parties. If the average usage of the last quarter of the previous period is lower than the number of active users committed in the Purchase Order, the volume indicated in the Purchase Order will be used.

For customers who signed prior to December 31st 2022, the applicable terms for Article 13, section 1, paragraph 4 and subsequent, are those mentioned in their respective signed contracts.

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13.2 Invoicing of Services and Travel Expenses

Services are invoiced upon execution of the Purchase Order by the Client.

Travel expenses beyond the Ile-de-France region shall be invoiced to the Client on production of payment receipts by the Service Provider to the Client.

Article 13.3 - Terms of Payment

All invoices issued according to the aforementioned conditions are due thirty (30) days from the date of receipt by the Client.

They shall be paid to the Service Provider by SEPA direct debit.

Article 13.4 - Non-Payment

The Service Provider reserves the right, fifteen (15) days after formal notice to pay has been sent and remains partially or totally ineffective, to suspend Services and any service in progress until the amount that is owed is fully paid; to initiate infringement proceedings for a breach by the Client of its obligations, without prejudice to the damages it may claim.

In the event of a dispute over an invoice, the Client must notify the Service Provider of its disagreement and offer a solution to the dispute. A dispute over all or part of an invoice must in no case justify the non-payment of other invoices.

In the event of debt collection, the fixed compensation for debt collection, set out in paragraph twelve of I, article L. 441-6, shall apply as defined pursuant to Decree No. 2012 1115 of October 2, 2012, amounting to 40 euros.

Article 14 – Quality of Services

Services are provided in accordance with provisions defined in appendices entitled **Service Manual** and **Expensya Digitization and Legal Archiving**, and according to provisions described in the Appendix on **Common Provisions Regarding the Processing of Personal Data** and **Register of Data Processing Activities**.

The Client is informed of technical hazards inherent to using internet-type telecommunications networks, and of potential resulting access disruptions. The Service

Provider draws the Client's particular attention to the importance of choosing an internet service provider and to back up options they may or may not offer.

In addition, the Service Provider is not responsible for establishing computer security (e.g. antivirus, firewall, etc.) required to protect the Users' workstations. Consequently, the Service Provider shall not be liable for potential Service downtime or slowdowns resulting from these hazards.

Article 15 - Intellectual Property

15.1 Guarantee of Peaceful Enjoyment

The Service Provider guarantees to the Client that Services shall not constitute an infringement of intellectual property rights, and that it has all rights and authorizations needed to grant the Client a right of access and of use. The Service Provider shall protect the Client against any claim, complaint, demand, or opposition on its part or that of another invoking an intellectual or industrial property right or an act of disloyal and/or unfair competition to which the performance of General Conditions would have constituted an infringement.

The guarantee of peaceful enjoyment shall apply to all Software, documentation, study, and more generally, to any element susceptible of being subject to an intellectual and/or industrial property right delivered by the Service Provider to the Client.

For this reason, the Service Provider undertakes, for these components, to take full responsibility for any complaint, demand, claim, or appeal against the Client, made by any third party and arising in relation to the use of the aforementioned components, and shall be responsible for all resulting costs, damages, and interest, including arising from a court ruling, including a temporary one, or from a transactional agreement.

In the event of a complaint, demand, claim, or appeal, the Service Provider shall obtain from the owner of prior rights, the authorization to continue accessing and using Services, in accordance with these Terms and Services, and without further costs.

15.2 Ownership of Solution Rights

The Solution, its configuration, and its Documentation, shall remain under the ownership of the Service Provider.

In the performance of the Service, the Service Provider may deliver and put at the disposal of the Client or use on behalf of the Client elements protected by copyright legislation. These elements, as well as related copyrights, shall remain within the property of the Service Provider or of the third-party holder of corresponding rights.

The Client shall not, without prior authorization from the Service Provider, make available to third parties, whether fully or in part, these elements or derivative works or copies of these.

Each Party shall dispose, in any way it deems fit, of ideas, concepts, skills or techniques which are not the subject of a legal protection and with regard to the processing of information, which have been developed or supplied by one of the Parties or conjointly, in the performance of these Services.

15.3 Reciprocal Commitments

Each Party is committed to not affecting the intellectual property right of the other Party and/or of third parties in any way, and to obtaining the same commitment from its personnel and contractors or suppliers entrusted with performing these Terms and Conditions.

It is agreed that all discussions, improvements, and suggestions made by either Party to improve services provided by the Service Provider to the Client shall remain under the intellectual property of the Service Provider.

The obligations set out in this article shall remain valid for the full duration of these Terms and Conditions and up to 5 years after their expiry.

Article 16 – Personal Data Protection

Each Party commits to complying with law No. 78-17 of January 6, 1978, “Informatique, Fichiers et Libertés” as modified by law No. 2004-801 of August 6, 2004, transposing Directive 95/46/EC, as well as provisions defined in EU Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of individuals as regards the processing of their personal data (GDPR) (the “European Regulation”), and in any subsequent associated regulation (“the ‘Law’”).

The Parties also commit to complying with stipulations provided in the appendices on **Common Provisions regarding the Processing of Personal Data** and the **Register of Data Processing Activities** on the processing of personal Data which may occur between them.

Article 17 - Data

17.1 Data Privacy

The Service Provider guarantees, as understood in article 1194 of the Civil Code, that its duly authorized agents, representatives or subcontractors will comply with this confidentiality agreement.

The Service Provider also undertakes to implement all the required means of technical protection to guarantee this privacy.

17.2 Location of Data

Data shall be located in one or several sites in the European Union.

The Service Provider must notify the Client in writing of any change of location of the Data to one or several sites outside the European Union at the latest three (3) months before the effective date. In any case, the Service Provider shall implement appropriate safety and privacy guarantees imposed by regulations relating to personal data applicable in the European Union.

The Client is legally entitled to terminate these Terms and Conditions without penalty if this change of location is not deemed acceptable.

17.3 Non-Usage of Data

The Client is and remains the owner of Data. Except in the situation described in the article on the “Usage of Statistic Information,” the Service Provider is not authorized to use, modify, assign or transfer to a third party, all or part of the Data which may have been provided by the Client, whether or not in return for payment, in the performance of the Service for other means than those set out in these Terms and Conditions.

17.4 Usage of Statistic Information

By way of exception to the article on the “Non-Usage of Data,” the Service Provider’s commitment regarding the non-usage of data shall not include activities necessary for:

- the establishment by the Service Provider of its invoices and usage statistics;
- supplying any explaining relating to the performance of the Service;
- anonymized usage for the purpose of automated learning essential to the Service Provider's recognition technology.

Likewise, the Service Provider may compile anonymous aggregated statistical information and may make them public as long as they do not identify the Client's confidential information and they do not include any Personal Data. The Service Provider retains all rights to intellectual property on the results of this statistical processing.

17.5 Reversibility of Data

Upon the expiry or termination of these Terms and Conditions, access to the Service shall end on the last day of the Service. Before this date, the Client must have (i) recovered Data accessible through Service features, or (ii) requested the restitution of a copy of the last Data backup from the Service Provider.

Any restitution of a copy of the last Data backup by the Service Provider shall be carried out in a standard market format chosen by the Service Provider (CSV and PDF) and shall be at the Client's disposal in the form of an independent download. Should the Client need support, this service shall be invoiced at the current price.

17.6 Data Deletion

From the ninetieth (90th) day starting on the day these Terms and Conditions are terminated, the Data deletion process shall begin on the Service Provider's entire system with the aim of making them unusable. This deletion shall be carried out on production data and on saved Data, based on retention periods for backups.

Article 18 – Confidentiality

For the duration of these Terms and Conditions, each Party commits to processing and retaining any information and document they may be aware of or are able to access, regardless of their nature, pursuant to the performance of these Terms and Conditions.

The Parties shall take all appropriate measure with their personnel, their subcontractors, or any other parties, to guarantee, under their responsibility, the confidentiality of all the aforementioned information and documents.

The nondisclosure obligation shall continue to be effective for a period of three (3) years from the expiry or termination date of these Terms and Conditions.

Article 19 – Hardship – Force majeure

Without prejudice to the other stipulations in this agreement, the Parties agree to excluding the application of provisions in article 1195 in the Civil Code from these Terms and Conditions, and that each Party shall agree to assume the risk of any unforeseeable change in circumstances at the date of signing which could make the performance of their obligations pursuant to these Terms and Conditions excessively costly for the Party.

The Parties are in no way be liable toward each other for damaging consequences arising from a force majeure. The Parties stipulate that pursuant to these Terms and Conditions, "Force Majeure" shall be understood as cases of force majeure defined in article 1218 of the Civil Code, if appropriate, as interpreted by jurisprudence from the French Court of Cassation and other French courts.

The Party which invokes a Force Majeure event must notify the other Party by registered letter with acknowledgment of receipt of the event which it invokes, and communicate information allowing for an assessment of the Force Majeure and its consequences within forty-eight (48) business hours from the moment it was made aware of the event or events constituting the Force Majeure.

The performance of services prevented by the Force Majeure shall be suspended for the duration of the event constituting the Force Majeure, the end of which shall be notified following the same procedure.

Should the Force Majeure hinder performance by the Parties and should they deem that the obstacle may pose a danger to the performance of these Terms and Conditions, the latter may be terminated at the initiative of either Party, by sending a registered letter with acknowledgment of receipt to the other Party.

Article 20 – Responsibility

20.1 Responsibility of the Service Provider

The Service Provider acknowledges that it shall be expressly responsible for:

- A performance obligation regarding the compliance of the Solution with its Documentation and the performance of associated Services, in accordance with provisions described in the appendix **Service Manual**;
- An obligation of means for any other obligation. Within this framework, the Service Provider commits to mobilizing every effort to the performance of its other obligations.

In the event of loss or damage to Data caused by the Service Provider's provision of services, the Service Provider's responsibility shall be limited to the Service Provider creating daily backups, and reconstituting, at its own expense, any loss or damaged Data as far as possible at the latest within three (3) days following the loss or damage to the Data.

20.2 Responsibility of the Client

The Service Provider does not guarantee the suitability of the Solution or the Service to achieve objectives the Client has set or to perform specific tasks that may have justified its decision, but which were not, on one hand, previously and exhaustively stipulated in writing, and which, on the other hand, were not expressly validated by the Service Provider.

In any case, the Client shall be responsible for the usage of results obtained through the use of the Solution and the Services.

20.3 Limits of the Service Provider's Liability

This liability ceiling shall not be applicable in the event of a willful default or gross negligence, a breach of confidentiality or a breach of peaceful enjoyment.

The Service Provider shall not be responsible for indirect damages pursuant to provisions in article 1151 of the Civil Code.

Damages related to Data following processing falling exclusively on the Service Provider shall not be qualified as indirect damage within the meaning of these Terms and Conditions.

Indirect loss incurred by the Client, such as operating losses, loss of profit or reputation or any other financial loss resulting from the use or the incapacity for the Client to use the Solution or

the Services, and any other loss or deterioration of information for which the Service Provider may not be held liable shall be excluded from any claim for compensation.

The Parties agree that the total amount of compensation potentially due to the Client, for all types of losses and damages due to the Service Provider's deemed responsibility, shall not be above the amount(s) effectively paid by the Client over the six (6) months prior to the date when the event which generated the liability occurred at the time of informing the Service Provider of the failure.

The Parties acknowledge that the price defined and agreed upon reflects a distribution of risks arising from these General Conditions, as well as the Parties' intended economic balance, and that these Terms and Conditions would not have been entered into under these conditions without the limitations of liability defined herein. The Parties expressly agree that the limitations of liability shall continue to be applicable even if these Terms and Conditions are rescinded or terminated.

Article 21 – Advertising - Communications

Unless the Client expressly requests otherwise, it is agreed that the Service Provider is authorized to quote the Client's business name and its trademark as a reference on any supporting material it deems appropriate, along with the name of the Solution provided, and to describe the Client's project partially or as a whole. The Client's authorization shall not bind its employees in the event that their testimonials are gathered with the aim of being published as a reference.

The Service Provider is prohibited from engaging in any conduct that is likely to damage, whether directly or indirectly, the Client's reputation, dignity, corporate identity.

Article 22 - Governing Law and Place of Jurisdiction

These Terms and Conditions are governed by French law, which applies in format and in substance.

With regard to any conflict that might arise between the Parties about the interpretation or the performance of these Terms and Conditions, only the Commercial Court of Paris shall be competent, notwithstanding a plurality of defendants or the introduction of third parties, even for precautionary proceedings, whether in urgent or in summary proceedings.