

Expensya Special Terms

These terms was last updated on 28 August 2023 and shall apply for the subscription of Expensya services in addition to the terms and conditions referenced in an Amended Order Form (the "Original Agreement") to which these terms for an integral part. To the extent these terms conflict with terms of the Original Agreement (as applicable), these special terms take precedence with respect to the Expensya services.

1. Definitions

- 1.1. "Solution" or "Service" means the Expensya Cloud Service referenced in this amendment order form.
- 1.2. "Client" or "Customer" means You.
- 1.3. "Service Provider" means We.
- 1.4. "User" means any of Your employees who use the Solution.
- 1.5. "Expensya Service Booklet" means the Expensya Appendix – Service Booklet located [here](#).
- 1.6. "Terms and Conditions" means the Original Agreement.
- 1.7. "Data" means Customer Data.
- 1.8. "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.
- 1.9. 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 defined 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 standardized Cloud Service 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.

2. Availability and Support

- 2.1. The provisions of the Expensya Service Booklet apply to the Expensya services and replaces the terms on Availability and Support set forth in the Original Agreement (paragraphs 2-4 of Appendix 1 for Original Agreements entered into after 9 September 2020 and paragraphs 2.2, 3 and 4 for Original Agreements entered into prior to 10 September 2020).
- 2.2. The reference to force majeure in the Expensya Service Booklet clause 4.2 (ii) shall refer to the force majeure clause of the Original Agreement.
- 2.3. "business hours" and "business days" in clause 4.5.2 of the Expensya Service Booklet shall mean Monday through Friday 8-18 CET, with the exception of local public holidays in France.

3. Accessing the Expensya Services

- 3.1. 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.



- 3.2. Logins are aimed at reserving access to the Service 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.
- 3.3. 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.
- 3.4. 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.

4. Subscription Billing and Rights of Use

- 4.1. Rights of use are granted for a maximum of 1,000 expenses per year and Active User.
- 4.2. The Customer will be invoiced upfront for the committed number of yearly Active Users. 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 agreement, the committed volume will be used.

5. Use of Statistical Information

- 5.1. In addition to the compilation and use of quantitative data described in paragraph 3.9 of the Original Agreement, We also may use anonymized Customer Data for the purpose of automated learning essential to the recognition technology used to provide and improve the Solution.

6. Responsibility in the Event of Loss or Damage to Data

- 6.1. In the event of loss or damage to Customer Data caused by Our provision of the Solution, Our responsibility shall be limited to Our creating daily backups, and reconstituting, at Our expense, any loss or damaged Data as far as possible at the latest within three (3) days following the loss or damage to the Customer Data.

7. Personal Data

- 7.1. The Data Processing Agreement shall be revised as set forth below:



7.1.1. The following is added to clause 2 (Categories of data) of appendix 1:

- Bank details and billing and payment data.
- Location data (movements, GPS, GSM data etc.)
- Identification numbers.

7.1.2. The following sub-processors are added to Schedule A:

Subprocessor	Location	Comment/Nature of the processing
SA Expensya	EU	Medius affiliate
SARL Expensya Tunisie (Pepinotech Tunisia)	Tunisia	Medius affiliate (involved mainly if technical support or development is required).
CDC Arkhineo	EU	Provider of evidence-based archiving solution

