
1. SPECIFIC TERMS AND CONDITIONS applicable to Easi Software Packages

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Foreword

These Conditions are part of the Contract and apply to the provision and use of any Software Package developed by Easi as well as to any Specific Developments made by Easi.

Definitions

Confidential Information	As stipulated in the General Conditions
Consultancy Services	Any service carried out by Easi that does not fall within the contractual limits of Hotline/Customer Support or maintenance interventions.
Contract	As stipulated in the General Conditions
Customer Support	Easi's IT support service, whose mission is to help users, from the date of Project Closure, to answer questions relating exclusively to the use of the Software Packages.
"Fixed Price" Project	<p>A project for which it is expressly agreed, on an exceptional basis, that it is billed at a "fixed price", meaning that the contractually billable cost cannot be adjusted upwards or downwards, provided that there is no subsequent modification of its purpose.</p> <p>Modification of the purpose of the Contract means, in particular, executing analyses, parametrization, configurations, Specific Developments, interfaces, layouts, reports and/or Training, where these are not initially expressly provided for in the Contract.</p> <p>Any modification in the subject of the Contract will automatically and rightfully result in additional billing, with services being billed on an hourly basis at the rates in force in the relationship between Easi and its clients.</p>
Go-Live	The Go-Live of a Project is the moment when the Software Package or the Specific Development is launched and becomes concretely operational, in

	<p>particular by a systemic data transfer or encoding or through continuous functional use beyond the completion of simple punctual tests. This launch marks the end of the development, parametrization, implementation and testing phases and, after a potential data recovery phase, the start of the final validation phase for the Integrated Software Package made available to the client before Project Closure.</p>
Intellectual Property Rights	As stipulated in the General Conditions
Project Closure	Project Closure occurs at the end of the final validation phase initiated after the Go-Live phase.
Service Level Agreement ("SLA")	An SLA is an agreement between Easi and the client that defines the types of intervention and the expected level of responsiveness of the corresponding services.
Software Package	<p>A Software Package is a standard software or part of a standard software developed by Easi to be offered to all its clients, supplemented where applicable by any Specific Developments and/or essential interfaces agreed between Easi and the client, the whole being referred to as an "Integrated Software Package".</p> <p>The Software Package may either (i) be installed and hosted in Easi's Cloud environment on a specific space reserved for and rented by the client, as described in the General Conditions, or (ii) be installed "on premise", meaning on the Client's IT infrastructure, or (iii) with Easi's prior written consent, be installed and hosted in a cloud environment other than Easi's Cloud infrastructure described in Article 8 of its General Conditions.</p>

Specific Development	<p>The process of designing and executing an IT development at the client’s request, carried out by Easi in synergy with the client, for example:</p> <ul style="list-style-type: none"> (1) writing customised software (2) adapting software or its standard functionalities (3) creating a data recovery tool, interfaces, layouts and/or reports outside the scope of the Software Package and its standard functionalities (4) creating complementary developments to Easi Software packages or to one or more of the client’s software packages.
“Time and Materials” Project	<p>A project or part of a project in which each service provided by Easi to the client is billed at the rates in force in the relationship between Easi and its clients.</p> <p>Billing of services under the “Time and Materials Project” system is the norm and applies by default, unless otherwise agreed.</p>
Training	<p>Training given by Easi staff to users designated by the Client, in order to familiarise them with the Easi Software Package and each of its new versions. Training can be given over one or more days.</p>
Update	<p>An update is the transition from an older version of the Software Package to a newer version.</p>

Article 1. Right to use and related services

In return for the payment of a periodic fee, the client obtains a right to use the Software Package, as well as the related maintenance and Customer Support access services, in accordance with the following provisions.

Article 1.1. Right of use

Article 1.1.1. Software package

Easi grants the client the right to use the Software Package, subject of the Contract, in return for the payment of a fee in accordance with the modalities set out in the special provisions of the Contract.

Retention of the right to use the Software Package is conditioned by the strict compliance by the client with the obligations imposed on them by the Contract, including payment of the periodic fees and compliance with the terms of use.

Article 1.1.2. Specific Development

When Easi carries out a Specific Development, it grants the client the right to use the software specifically designed and developed by Easi, in return for the payment of an amount, the terms of which are set out in the Contract.

Retention of the right to use the Specific Development is conditioned by the strict compliance by the client with the obligations imposed on them by the Contract, including payment of the amounts stipulated therein and compliance with the terms of use.

Article 1.1.3. Limitations

The right to use all or part of the Software Package or the Specific Development, granted to the client, is non-transferable and non-exclusive, which implies limitations, the following acts being prohibited in all cases:

- correction of errors in the database without Easi's intervention;
- the permanent or temporary reproduction of all or part of the Software Package or Specific Development, by any means and in any form whatsoever;
- any operation or manipulation enabling the use by a greater number of users than that stipulated in the Contract;
- translation, adaptation and all other transformations, as well as any resulting reproductions;
- all forms of making available to the public, including rental and lending, of the original Software Package or Specific Development, or copies of either;
- all forms of making available to subsidiaries in which the client has a holding, or to companies in which the client is a subsidiary or sister company;
- any form of transfer in any form and for any reason whatsoever.

Notwithstanding the foregoing, the client is however authorised to:

- reproduce the Software Package or the Specific Development in the form of a backup copy solely for the purposes of this backup.

Without prejudice to Easi's right to demand that the observed breach be remedied, the Client's violation of any of the provisions of this article shall constitute a serious breach within the meaning of **Article 5.4 of the General Conditions**; the client will also owe Easi, for each act committed in breach of one of the provisions of this article, a fixed compensation equivalent to double the total of the fees and other amounts owed by the client to Easi over the entire duration of the Contract, without prejudice to Easi' right to obtain full compensation for the proven damage.

Article 1.2. Customer Support and maintenance

The client may contact the Customer Support service. This service will provide assistance to the client. Questions that are too complex to be resolved in the first line will be forwarded either to the Software Package development team for a possible response within the framework of maintenance, or to the Consultancy Service if the answer to the question does not fall within this framework.

Article 1.2.1. Customer Support

This assistance is made available by Easi to its clients, and can only be requested by the client's representatives and agents who have attended all the Training courses stipulated in the Contract, as set out in the list drawn up by Easi.

These client representatives and agents can submit their requests to Easi via a ticketing system or by telephone during office hours (9am-5pm).

The sole purpose of this first-line assistance is to provide brief answers to questions relating to the use of the Software Package asked by the client's aforementioned representatives and agents, provided that they do not exceed a certain threshold of complexity.

Under no circumstances does it include more extensive services such as

- (i) parametrization;
- (ii) data configuration ;
- (iii) any interventions falling within the scope of maintenance, in particular correction of any bugs or malfunctions, or Consultancy Services;
- (iv) support services for new users who are required to undergo specific training before they can call the Customer Support;
- (v) answers to questions relating to Specific Developments.

If the request for intervention relates to maintenance, as referred to in Article 1.2.2. of these conditions, any problem identified by the client will be notified by the Customer Support to the Software Package development team, which will then be responsible for examining and, if necessary, resolving it.

If the request for assistance does not fall within the scope of Customer Support assistance or maintenance, any problem identified by the client will be notified by the Customer Support to the Consultancy Service, which will then be responsible for reviewing and, if necessary, resolving the problem, in accordance with the conditions set out in Article 3.2.1.

Article 1.2.2. Easi software package maintenance

The maintenance of an Easi Software package refers to all actions and operations carried out from the date of Project Completion, aimed at :

- adapting the Software Package due to changes in the applicable legal provisions used as a reference during its development,
- correcting defects in the Software Package, which are defined as anomalies in relation to its functionalities as contractually agreed,
- making Updates to new versions of software packages hosted in the Easi Cloud.

Excluded from maintenance:

- malfunctions of the Software Package caused by circumstances external to it and, in particular, by the following circumstances:
 - inappropriate use of the Software Package,
 - incorrect use of the Software Package,
 - changes to databases,
 - use of accessories that do not comply with any recommendations made by Easi.
 - problems inherent in the hardware, middleware and other software installed by the client or by third parties,
 - faulty electrical circuits or power supply
- the cost of compulsory Training in the use of any new version, assistance with testing following the installation of a new version, and the cost of Training in the use of any specific developments (layout, interface, reporting) required in the event of the installation of a new version.
- interventions in the context of a Specific Development: there is no maintenance planned for Specific Developments; consequently, unless otherwise agreed in writing and in advance between the Parties, Easi's interventions requested by the client in relation to a Specific Development will never be considered as maintenance and will constitute Consultancy Services billable at the hourly rate applicable between Easi and its clients.
- Updates to new versions of on-premise Software Packs or Software Packs hosted in a third party Cloud. The Client is informed of these new versions by newsletters or notifications sent via Easi's communication platform. The new version must be installed by the client, who has a period of eighteen months in which to do so, starting on the date on which the aforementioned information is sent. The cost of installing each Update will be billed before it is installed. If the Update is not installed within the aforementioned

period for a reason attributable to the Client, the Client will remain liable for the fees, but Easi's maintenance services for the Software Package will be suspended until the date of such installation and Easi will not be held liable under any circumstances for any breach occurring during or as a result of such suspension.

Calls to the maintenance service - If the Client identifies a problem whose resolution is likely to fall within the scope of contractual maintenance, he/she shall send Easi, via Customer Support, a written request in the form of a ticket including a precise description of the problem identified, accompanied by as much documentation as possible (listing, screenshot, etc.).

Easi undertakes, insofar as it is justified, and depending on the urgency, to respond to the request for intervention as soon as possible after it is received, except in the case of Force Majeure as described in **Article 4.2 of the General Terms** and Conditions, except in cases where a specific deadline is expressly provided for in the Contract, particularly in the context of any Service Level Agreement.

If the request for service does not fall within the scope of contractual maintenance, Easi will inform the Client accordingly. All costs incurred by Easi, as well as all services carried out in order to remedy problems not covered by contractual maintenance, will be billed to the Client at the rate in force between Easi and its clients.

Article 2. Duration

Principle - The minimum duration of a Contract between the Client and Easi is two years from the date of its conclusion, unless otherwise agreed in writing.

If the Contract is not terminated by registered letter sent by one party to the other at least three months before the end of its initial term, it will be automatically renewed for a period of one year. Thereafter, it will be renewed automatically and ipso jure for successive periods of one year, each party then having the right to terminate it by sending the other party a registered letter at least three months before the end of the current annual period.

The provisions of **Article 5 of Easi's General Terms** and Conditions regarding unilateral termination of the Contract and its cancellation by one of the parties on the grounds of serious and persistent breach by the other party are applicable to the contracts covered by these Specific Terms and Conditions.

Decision to no longer sell the Software - Easi reserves the right to no longer sell, maintain or create new versions of any Software developed by Easi.

In such case, Easi may terminate the contract by giving twelve months' notice by registered letter or e-mail, without this decision authorising the Client to claim any damages from Easi,

provided that such notice period is respected. The fees to be paid by the client until the end of the notice period will be calculated pro rata temporis.

Article 3. Billing method

In addition to the right to use the Software Package, as well as the services related to such right (Customer Support and maintenance, see Article 1.2), Easi provides the Client with additional services for which the method and frequency of billing are detailed below (see articles 3.2. to 3.8).

Article 3.1. Right to use the Software Package and related services

In consideration of the right to use the Software Package and the services related to such right (Customer Support and maintenance), the Client shall owe Easi a periodic fee billed in advance as set out in the Contract, for the first time during the month following signature of the Contract.

Article 3.2. Consultancy Services

Article 3.2.1. Fee-for-service consultancy services

Where Easi performs Consultancy Services for the client on a fee-for-service basis, these will be billed at the end of the month in which they are performed.

The billing method is as follows:

- **Billing units :**
 - For on-site services, the minimum billing period and the minimum billing unit is half a day (4 hours). If an on-site intervention exceeds 8 hours, services in excess of 8 hours will be billed at a minimum unit of one hour, even if the actual time of the services is less.
 - In the case of a telephone call or remote intervention, the minimum billing period and the billing unit are one quarter of an hour.

- **Billing rate increases :**
 - Services performed outside office hours, i.e. before 8 a.m. or after 6 p.m., as well as on Saturdays, will be billed at 150% of the current rate.
 - Consultants' services exceeding eight hours in one day will also be billed at 150% of the current rate.
 - Services performed on Sundays and public holidays will be billed at 200% of the current rate.
 - The additional costs described in Article 3.3. will be charged in addition to the increased cost of the services.

- The travel costs of an Easi employee or external collaborator outside Belgium and the Grand Duchy of Luxembourg will be charged in addition in accordance with the Special Terms and Conditions of the Contract.

Article 3.2.2. Consultancy services as part of a Fixed Price Project

Where Easi performs Consultancy services for the Client as part of a Fixed Price Project, services will be billed as follows:

- Projects for which the billable amount under the Contract is less than €30,000 excluding VAT are billed at 100% when the order is placed.
- Projects for which the amount billable under the Contract is equivalent to or greater than €30,000 excluding VAT shall be billed as follows: 40% on order, 50% on Go Live and 10% on Project Completion.

Article 3.3. Additional Costs

Additional costs include travel, parking and accommodation costs for Easi employees (see definition in [Article 1 of the General Terms](#) and Conditions).

Additional costs are never included in the rates or prices, even when they are contractually fixed, and are therefore in any event billed additionally by Easi to the Client.

Article 3.4. Specific Developments

The price of a Specific Development includes the following costs:

- (1) preliminary analysis: gathering data from the client, drafting the analysis, designing the printed materials and presenting the analysis,
- (2) its design,
- (3) programming: writing programs, running tests before installation .

Not included in the price:

- (1) the cost of installing the Specific Development,
- (2) the cost of training the client and its staff, as well as documentation on the operation of the applications resulting from the Specific Development,
- (3) any additional costs.

Fixed Price Projects for which the billable amount in accordance with the Contract is less than €30,000 excluding VAT are billed 100% when the order is placed, whereas Projects for which the billable amount in accordance with the Contract is equivalent to or greater than €30,000 excluding VAT are billed 40% when the order is placed, 50% when the Go-Live is performed and 10% when the Project is completed.

Article 3.5. Easi Cloud

Where the Client rents space on Easi's Cloud infrastructure, the periodic fee payable by the Client for such rental will be billed to the Client in advance, for the first time in the month following signature of the Contract.

Article 3.6. Training

Courses organised by Easi are billed in full when the order is placed. The client may cancel his or her participation free of charge, in writing, up to 1 month before the start of the training programme. After this deadline, the full registration fee is due, no credit note will be issued and no total or partial refund will be made.

Article 3.7. Third-party hardware and software

Where Easi acts as a supplier of hardware or software from third parties, the basic contractual principles applicable to which are described in greater detail in **Article 6 of the General Terms** and Conditions, these shall be billed in full when the order is placed.

Delivery costs and taxes such as Recupel, Auvibel, Bebat or Reprobel are charged extra.

For orders of less than €1,000.00 excluding VAT, an administrative fee of €100.00 excluding VAT will be charged.

The cost of installing hardware and third-party software and any intervention by Easi to resolve 'defect' problems (hardware failures, system errors or software errors - IBM Notes, Microsoft SQL, etc.) or 'non-defect' problems (in particular misuse) are not included in the price agreed for their supply. Failing an agreement to the contrary, these costs will be billed by Easi to the client at the current rate.

Article 3.8. Data recovery

Where the Client wishes to retrieve its data hosted in the Cloud environment or stored in Easi's databases, the services provided by Easi for this purpose at the Client's request, during or at the end of the Contract, will be billed to the Client at the rate in force between Easi and its clients.

Article 3.9. Reduction in the number of users

In the cases referred to in Articles 3.1 and 3.5, the Client may notify Easi of its decision to reduce the number of users authorised by the Contract by registered letter sent to Easi three months before the end of the period covered by the current periodic fee provided for in the Contract, provided that the reduction does not exceed 25% of the number of authorised users; the number of users will then be adjusted when the periodic fee covering the following period is billed. Such a reduction is only permitted up to a maximum of 25% over the entire

term of the Contract; any excess of more than 25% will not result in a reduction in the Periodic Fee.

Article 4. Intellectual property

Easi itself develops software packages and specific developments. This article describes the protection measures relating to intellectual property.

Article 4.1. Software packages developed by Easi

The methods, models, descriptions, calculations, specifications and know-how relating to each Software Package developed by Easi, as well as its sources and any support, remain its exclusive property and are not made available to the Client. As a result, Easi remains the sole owner of all Intellectual Property Rights linked directly or indirectly to it.

Article 4.2. Specific developments by Easi

A contract for the creation of a Specific Development is a contract for the hire of work involving intellectual services: functional analysis, design and programming.

The methods, models, descriptions, calculations, specifications and know-how relating to Specific Development, as well as its sources, remain the exclusive property of Easi and are not made available to the Client. As a result, Easi remains the sole owner, in particular, of all Intellectual Property Rights linked directly or indirectly to it.

Article 5. Implementation of the software package

The procedure described below is designed to ensure the successful implementation of the Software Package and Specific Developments through client involvement and collaboration with Easi at each stage of the Project.

Article 5.1. Commitments and liability of the parties

Constructive collaboration between the parties is essential to ensure the successful installation of the Software Package.

1. To this end, the Client undertakes to:

- (1) Assign a sufficient number of its staff to each phase of the Project and ensure that they have all the time and skills necessary to participate actively with Easi consultants.
- (2) Ensure, with the assistance of its internal or external IT advisers if necessary, that the Software Package or Integrated Software Package is compatible with (i) its hardware, (ii) the data transfer from its software and (iii) its other software, and to check, in particular by consulting the Easi website, whether the necessary components of its IT

infrastructure (in particular the tablets, PCs and mobile phones of its staff members, etc.) are compatible with the Software Package or Integrated Software Package.

In the event of incompatibility, it is the responsibility of the client, assisted by its internal or external IT advisors, to take all initiatives and measures to remedy the situation, so that the Software Package or Integrated Software Package can be fully operational once it has been installed.

Easi shall not be liable in any way in the event of such incompatibility coming to light, either at the start of or during the Project. Any additional analyses, specific developments or additional interfaces ordered by the client in order to try to remedy the problem will be billed to the client on the basis of the hourly rate applied in relations between Easi and its clients.

Article 5 of the General Terms and Conditions will apply if the incompatibility persists.

- (3) Unless otherwise stipulated in the Contract, take charge of interface and data transfer operations between its software and the Software Package or Integrated Software Package, this being the sole responsibility of the Client, assisted by its internal or external IT advisers, who will take charge of this in consultation with Easi.

Easi will not be held liable for any malfunctions in the execution or results of interface and data transfer operations.

All services provided by Easi consultants to resolve any of the aforementioned problems or to replace the Client's staff in resolving them will be billed to the Client by Easi on a fee-for-service basis at the hourly rate applied in relations between Easi and its clients.

2. To this end, Easi undertakes to:

- (1) assign a sufficient number of its staff to each phase of the Project and to ensure that they have the time and skills required to participate in consultation with the client and its internal or external IT advisers.
- (2) install the Software Package according to the contractually agreed option, provided that the prerequisites are met,
- (3) draw up a report analysing the Project on the basis of the object (or scope) of the Contract with a view to its approval by the client,
- (4) configure the Software Package and, in agreement with the client, to design any Specific Developments in accordance with the approved analysis report,
- (5) organise the Training Courses for the use of the Software Package provided for in the Contract,
- (6) carry out the object (or scope) of the Project as restrictively defined in the Contract; it follows in particular that, unless otherwise agreed in writing, the impossibility for Easi to carry out additional orders placed by the Client after the Contract has been signed, in

particular analyses, developments or interfaces not provided for in the Contract, will have no impact on the continuation of its performance until its completion and, consequently, on the Go-Live, within the limits of the functionalities initially agreed in the Contract.

Article 5.2. The various phases of the project

The Client accepts that the Project may be subdivided into several phases:

- (i) kick-off meetings, i.e. the "functional kick-off" and the "technical kick-off".
- (ii) installation of the Software Package
- (iii) analysis with a view to configuring the Software Package and setting parameters
- (iv) creation and installation of the interfaces and specific Developments expressly qualified by the Contract as being essential for the Go-Live, hereinafter referred to as the "**Essential Interfaces**" and the "**Essential Specific Developments**", which are integral parts of the integrated Software Package.
- (v) testing phase
- (vi) data transfer
- (vii) Go-Live or production launch
- (viii) validation phase
- (ix) final completion of the Project.

1. Kick-off meetings

The main purpose of the kick-off meeting(s) is to :

- recall the scope of the Contract;
- specify the Software Package installation option chosen by the client;
- appoint the Client's representatives and agents and Easi's representatives and consultants to be involved in the execution of the Project, as well as, within each of the two teams, a Project Manager responsible for monitoring its execution;
- specify the tasks to be carried out by each party and the responsibilities of each;
- describe the standard functionalities of the Software Package that the client wishes to use in practice, so that it can be configured accordingly;
- identify the infrastructure components required to install and operate the Software Package in accordance with the parameters set out in the Contract;
- set the provisional timetable for completion of the Project.

2. Software package installation

The installation of the Software Package on the client's IT environment or in a Cloud environment on Easi's servers reserved for the client is carried out in consultation between Easi and the client's internal or external advisors, on the date set at the Project kick-off meeting.

Easi will send the Client an e-mail confirming that the Software Package has been installed and that the Client can access it in order to carry out the subsequent phases.

The preceding paragraph will also apply to Specific Developments and Essential Interfaces as and when they are installed.

3. Analysis with a view to configuring the software package and setting parameters

Easi, in consultation with the client and its internal or external advisers, draws up an analysis report with a view to determining the methods of configuring the Software Package.

Parameterisation of the Software Package means customising it on the basis of the Client's data and specific requirements.

The analysis and parameterisation are carried out according to the options chosen by the client and its requirements, which must however remain within the limits of the functionalities offered by the various standard modules of the Software Package and by **the Specific Developments and Essential Interfaces**.

The analysis may also relate to any additional Specific Developments ordered by the Client after the Contract has been signed, in particular with a view to the design of functionalities other than those referred to in the previous paragraph; the third paragraph of Article 5.1.2 (6) and Article 7.2.2 (4) will apply to these additional Specific Developments, which will be billed by Easi to the Client in accordance with the hourly rate applicable in the relationship between Easi and its clients.

The analysis report is produced in three phases:

- (i) The provisional analysis report is sent by Easi to the Client by e-mail.
- (ii) The Client has fifteen days from receipt of the draft report to send comments to Easi by e-mail.

The provisional analysis report is irrevocably considered final failing any comments made by the Client to Easi within fifteen days of its receipt, with no possibility of modifying or supplementing it at a later date except by mutual agreement.

- (iii) If the Client sends Easi any comments before the expiry of the period referred to in the previous paragraph, Easi will adapt the analysis report and send the final version to the Client by e-mail, without the possibility of subsequently amending or supplementing it except by mutual agreement.

All services relating to subsequent adjustments to the final analysis report or to new analyses carried out by mutual agreement between the parties at the Client's request will be billed to the Client by Easi on a fee-for-service basis at the hourly rate applicable in the relationship between Easi and its clients.

4. Creation and installation of interfaces and specific developments expressly identified in the Contract as being essential for the Go-Live.

Once the analysis report has been finalised, Easi and the client will work together, on the basis of the said report, to configure the Software Package and to create and install the Specific Developments and Essential Interfaces.

The other Specific Developments and interfaces not expressly described as essential by the Contract, as well as those whose implementation has been agreed after the Contract has been signed, do not have to be produced or installed before the Go-Live and the principles set out in Articles 7.1 (2) and (3) and 7.2.2 (4) shall apply to them.

5. Testing phase

Once the Integrated Software Package has been installed and parameterised, a test phase will be carried out in the production environment on the basis of real and fictitious data, starting on a date set at Easi's request.

The purpose of these tests, carried out by the client, is to ensure that the Integrated Software Package has been properly configured in accordance with the final analysis report and that it meets all its essential characteristics with regard to the said report.

The Client shall have a maximum period of one month from the date notified by Easi (i) to carry out the tests, ensuring that the conditions under which they are carried out are as close as possible to the conditions of use after the Go-live of the Integrated Software Package, and (ii) to make any observations in full.

Failure to notify observations before the expiry of the aforementioned period will be deemed to be the Client's agreement to the configuration of the Integrated Software Package, to its correspondence to the final analysis report and to the launch of the next phase.

On the other hand, if the client observes problems with the configuration of the Integrated Software Package or with its correspondence to the final analysis report, it will notify Easi in writing, in a precise and exhaustive manner, as and when they are discovered, and in any event before the expiry of the aforementioned period of one month.

Once Easi has resolved any issues attributable to it and notified within the aforementioned one month period, the Integrated Software Package will be irrevocably deemed to be adequately configured in accordance with the analysis report and to meet all of the Client's

expectations in respect of the original scope of the Contract and any changes to that scope expressly agreed to be an adaptation thereof.

6. Data transfer

Once Easi has confirmed that the problems identified during the testing phase have been corrected, data transfer operations will be carried out at Easi's first request.

Easi may, however, decide to proceed with the data transfer phase and the Go-Live notwithstanding the fact that some of the problems identified during the testing phase have not yet been resolved, if it considers that these problems do not constitute an obstacle to launching the Software Package in operational mode without major inconvenience, and if it guarantees the Client that they can be resolved within a reasonable period of time.

7. Go-Live or production launch

As soon as Easi notifies the Client that the data transfer phase has ended, the client will be obliged to switch from its old software package to the Software Package for all its operations (Go-Live).

The Client's persistent refusal to switch to Go-Live at Easi's request or its failure to take all the initiatives recommended by Easi to this end will be treated, if such refusal is not justified by objectively serious reasons, as unilateral termination of the Contract by the Client, in which case the Client will owe Easi the contractual compensation due in the event of termination in accordance with Article 5.6 of the General Terms and Conditions, without prejudice to its obligation to pay all bills for fees and services.

Any refusal by the Client to switch to the Go-Live at Easi's request, or failure to take all the initiatives recommended by Easi to this end, without giving serious reasons, will constitute a serious breach within the meaning of Article 5.4 of the General Terms and Conditions.

8. Validation phase

The Go-Live will be followed by a validation phase, the duration of which will be that stipulated in the Contract, or failing a specific clause in the Contract, three months. The purpose of this phase is to enable the Client to identify and notify Easi of any malfunctions in the Integrated Software Package or its use that occur after the Go-Live.

9. Final completion of the Project

At the end of the validation phase, Easi will invite the Client, as part of the Project Completion process, to send Easi within a fortnight a statement of any malfunctions of the Integrated Software Package or those related to its use. This statement must be exhaustive, in the sense that it must indicate all the malfunctions likely to be noted by the Client. The Project will be completed as soon as each of the malfunctions has been resolved.

Malfunctions are understood to mean anomalies in relation to the standard functionalities of the Software Package or those related to its use, as well as anomalies in relation to the non-standard functionalities expressly provided for in the Contract.

The only malfunctions that may be indicated by the Client in the aforementioned statement shall be those of the Integrated Software Package attributable to Easi, or those related to its use, to the exclusion of malfunctions of any other Specific Developments or non-essential interfaces ordered subsequently, which shall be the subject of separate statements.

The Project will be conclusively deemed to be definitively completed either if the Client fails to send the statement referred to in Article 9 to Easi before the expiry of a period of fifteen days from the date of the invitation referred to in the first paragraph or, in the opposite case, after Easi has remedied the malfunctions notified by the Client for which it is responsible.

Finally, any malfunctions notified after the actual or presumed date of Project Completion will, where applicable, be dealt with in accordance with the applicable contractual provisions relating to Customer Support, maintenance and/or Consultancy Services.

Article 5.3. Additional Specific Developments

The process described above under Articles 5.1 and 5.2 shall also apply mutatis mutandis to Specific Developments for which the Client has placed an order after the Contract has been signed and which are therefore not part of its object.

Unless otherwise agreed in an express clause in the agreement relating to each of these Specific Developments outside the scope of the Contract, the aforementioned process will take place independently of that followed for the Integrated Software Package, so that the Go-Live of the Integrated Software Package may, if necessary, take place at Easi's initiative without waiting for the Go-Live of each Specific Development outside the scope of the Contract.