

SERVICE AGREEMENT

BETWEEN

.xxxxxx, a Société par Actions Simplifiée incorporated under the laws of France, registered under the number 519 032 247, with share capital of EUR 265 904 408.00 Euros, with its Registered Office and Head Office at Tour Cristal-7-11 Quai André Citroën, 75015, Paris, France,

(hereinafter referred to as “ **xxx** ”),

represented by Catherine POINCHEVAL acting in the capacity of Chief Procurement Officer;

AND

ACCENTURE, a Société par Actions Simplifiée incorporated under the laws of France, registered under the number B 732 075 312, with share capital of 17 250 000 EUR, with its Registered Office and Head Office at 118 /122 avenue de France, 75013 PARIS, France,;

(hereinafter referred to as the (“**Service Provider**”)),

represented by xxxxxxx acting in the capacity of Managing Director;

Customer and Service Provider being collectively referred to as the “**Parties**” or individually as a “**Party**”.

1. PREAMBULE

- A. XXX GROUP is a joint venture created from 3 companies (Airbus Defense & Space 'Launchers', Snecma and Herakles) dedicated to the launchers industry. With estimated sales of 2.5 billion euros, XXX employs more than 8,000 highly qualified staff on more than 13 main sites in France and Germany.
- B. Because it has been recently created XXX's HR function is still supported by the mother companies' services, but only for a transition period. In this context, XXX has decided to set up its own HR Information System in the purpose of:
- Deploying a consistent HR Strategy to support the emergence of a new way of working
 - Harmonizing HR practices and processes
 - Supporting the cultural transformation of Airbus Safran Launchers
 - Reducing the cost of the HR function and its services
 - Providing a high level of HR Services to employees, managers & HR actors (from sites to corporate).
- C. In order to select partner(s) capable of providing a fully integrated SaaS talent management suite (HCM system) including Core HR functions (personal administration, headcount planning, organization management...) and meet the requirements and objectives of the future HRIS, XXX issued a request for proposal on January 16th 2017, reference "HR DEVELOPMENT & CORE HR Project - HRIS Request for Proposal ("RFP") describing its functional HR and technical business requirements to HRIS vendor to cover the needs for:
- Recruitment, Integration and Mobility
 - On Boarding
 - Core HR
 - Performance management
 - Talent/ Succession management
 - Training and digital learning management
 - Compensation and Benefits
 - Workforce Planning & skills management.
- D. XXX is not a professional of IT services nor of the integration and implementation of a software solution such as the HCM system, and therefore has expressed in the RFP its needs to be able to fully rely on a professional IT service provider, with experience in the area of talent management, capable of providing Customer with timely and relevant functional and technical advice so as to enable Client to make choices needed to reach its objectives and meet the planned implementation timeline for the Project.
- E. WORKDAY, the SaaS Application vendor, and ACCENTURE, as systems integrator, have answered jointly XXX's RFP, thereby contributing each to the fulfillment of XXX's needs and requirement for a new HRIS as follows :
- WORKDAY by providing its SaaS Solution, which includes remote access to its talent management application, provision of the technical platforms to run the application, , support and service desk, incident management and KPI;
 - ACCENTURE by providing the implementation services of the WORKDAY SaaS Solution into XXX's environment through designing, building, documenting and testing the solution thus developed.

XXX has also confirmed that XXX will sign two agreements respectively with WORKDAY for the provision of the SaaS Application and with Accenture for the implementation services as further defined under this Agreement.

Proposition XXX [which together formed a single contractual unit “ensemble contractuel” within the meaning of article 1186 of the French civil code.]

F. ACCENTURE, made the following representations to XXX:

- ACCENTURE is a well-known service provider of IT services and a specialist in software integration implementation projects, and has all the competencies and expertise needed in order to deliver a project such as the Project as defined in the Services;
- ACCENTURE has proven experience in HR transformation projects, is since 2008 an established partner of Workday, providing Workday implementation services and has a long history of successfully delivering strategic HR transformation initiatives including significant and complex Workday implementations, in particular for global companies with more than 100.000 employees, high geographic and organizational complexity, security compliance and challenging governance structures.
- ACCENTURE has understood the structure of Client Group, its corporate culture, its organization, its area of expertise and its processes;
- ACCENTURE has understood the scope of Project and its strategic importance for Client Group, and the objectives that Client intends to achieve through the Project;
- ACCENTURE possesses the skills, knowledge and expertise and the material and human resources to complete the Services,
- ACCENTURE has obtained all information it needed in order to complete its understanding of the Project to submit its Proposal ;

ACCENTURE has committed to work with XXX’S, XXX Affiliates’ concerned by the Project and WORKDAY’s teams in a spirit of partnership by providing them with its expertise and know-how. ACCENTURE is notably capable of transferring its knowledge to Client’s Project teams with the provisions of this Agreement.

It is expressly agreed between the Parties that such cooperation between Accenture and third parties (such as WORKDAY and/or other Client’s service providers, suppliers and subcontractors) for the performance of the Services will not create and cannot be interpreted as creating, any contractual relationship and/or joint and several liability or solidarity between Accenture and these third parties.

G. XXX has decided to retain ACCENTURE on the basis of inter alia its commitments to (i) have an accurate understanding of the XXX’s objectives and requirements, its IT security constraints and business activity constraints (ii) provide price competitive configuration services and (iii) undertake the organization and the management of the performance of the Services in accordance with the provisions of this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

In the Agreement, unless otherwise stated or the context otherwise requires:

- a) references to a person shall be construed so as to include any individual, firm, body corporate (wherever incorporated), aviation authority or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);
- b) references to a document are references to that document as modified or replaced from time to time, in accordance with the applicable procedures.
- c) the singular shall include the plural and vice versa;
- d) references to one gender include both genders;
- e) the words include and including are each to be construed without limitation;
- f) any express reference to an enactment (which includes any legislation in any jurisdiction) includes references to:
 - i. that enactment as amended, extended or applied by or under any other enactment before or after the date of this Agreement
 - ii. any enactment which that enactment re-enacts (with or without modification);
 - iii. any enactment which replaces that enactment or fulfils the same purpose of that enactment; and
 - iv. any subordinate legislation (including regulations) made (before or after the date this Agreement under that enactment, as re-enacted, amended, extended or applied as described in (i) or (ii) above or under any enactment referred to in (iii) above.

2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to set forth the legal, technical, commercial and financial conditions that shall apply to the performance of the Services, the supply of the Deliverables and the Solution by the Service Provider to the Customer.

To that end the Service Provider shall carry out, all the hereunder tasks which are all part of the Services:

- Project Management
- Workday Process Design
- Workday Configuration
- Legacy Data Loading
- Interfaces Design & Development
- Test Defects Fixing
- Training and Knowledge Transfer
- Deployment and Hypercare
- Warranty during which Hyper Care services will be provided.

3. CONTRACTUAL DOCUMENTS

The contractual relationship established between the Parties for the provision of the Solution by the Service Provider is organized around the following contractual documents, in descending hierarchical order:

- This Agreement and any amendment thereto,
- The schedules listed hereunder and any amendment thereto:
 - Schedule 1: Cahier des Charges (SOW HR DEVELOPMENT & CORE HR Project)
 - Schedule 2: Technical definition of the Services
 - Schedule 3: RACI Matrix and Definition of the Deliverables
 - Schedule 4: Security requirements
 - Schedule 5: Personal Data Protection Clauses
 - Schedule 6: Charges and Pricing model (Appendix 2 Pricing Model)

- Schedule 7: KPI's and associated penalties
- Schedule 8: Assurance Quality Plan, including :
- Acceptance Plan
 - Governance
 - Change Procedure
 - Escalation Procedure
- Schedule 9: Planning of the Project
- Schedule 10: Confidential and Proprietary Information Clauses
- Schedule 11: Key Personnel
- Schedule 12: Workday functional description for XXX - Functional scope of the SaaS Application.
- Schedule 13: Service Provider's Insurance certificate
- Schedule 14: Lawful employment certificate (« Attestation de vigilance »)
- Schedule 15: XXX's Supplier code of conduct
- Schedule 16: XXX Group Companies

If there is a conflict or inconsistency between any parts of the above documents, the document higher in the order of precedence as set out above will prevail.

Any modification to this Agreement must be set out in a written amendment signed by the Parties.

For the sake of clarity, the Assurance Quality Plan (Schedule 8) shall be delivered by Service Provider to Customer at the latest [30 days] after the kick off meeting as per the Contract. The Assurance Quality Plan acceptance will be subject to section 12 terms and conditions.

The Parties respectively agree to comply fully and without exception to the terms and conditions of this Agreement, notwithstanding any other contrary stipulation set out in its general purchasing terms or general terms of sale or in other documents.

4. SCOPE OF SERVICES

During the term of this Agreement, Accenture will provide the Services set forth in details in Schedule 2 and will be carried out in two Phases.

The allocation of tasks and responsibilities between Customer and Service Provider shall be as described in more details in the RACI Matrix attached in Schedule 3.

Each Party will provide and maintain all information, rights, permissions, consents, technology, facilities, premises, management, staff, expertise, equipment and other resources which are needed to fulfill its obligations. Further, the Service Provider shall be responsible, and shall pay any associated costs, for obtaining all consents, approvals, authorization, licenses and acknowledgments that are necessary for the Service Provider to perform the Services (except when provided by the Customer like the use rights of the SaaS Application).

5. UNDERTAKINGS OF THE SERVICE PROVIDER

6.1 The Service Provider shall:

- perform its obligations in accordance with necessary degree of skill, care and prudence, efficiency, foresight and timelines which would be reasonably expected from a person highly skilled and experienced in providing similar services;
- comply with all Laws applicable to Service Provider;

- comply with all the Customer's policies notified to it prior to the signature of the present Agreement or from time to time. For policies notified after the date of the signature of this Agreement, compliance with such customer's policy which incur additional costs for Service Provider shall be subject to a change request procedure as defined under Schedule 8.

Each Party will perform the tasks required of it by the RACI in accordance with the Schedule 9 – Planning of the Project. Customer will cooperate with Service Provider and provide to Service provider such reasonable assistance, resources, information and other input as agreed between the Parties and reasonably required by Accenture to coordinate the Services and to enable Service Provider to perform the Services.

As project manager ("Maître d'oeuvre"), the Service Provider shall ensure the management, control and coordination of the Services provided by Service Provider under this Agreement, and the delivery of the Services.

As project manager of the Services the Service Provider is responsible for:

- meeting the Key Milestones Dates in accordance with the Planning .

Accenture shall be given an extension of time for completion of any one or more of its obligations equal to the length of the delay of one or more of the occurrence of any of the following:

- (i) a variation to the approved Specifications is made at Client's request pursuant to a Change Procedure; or
- (ii) a Force Majeure Event; or
- (iii) any of the matters set out under Section 7 – Customer Undertakings,

in which event, the Parties shall follow the procedure set out in the Change Procedure.

- taking a proactive role in the identification of any problems, and their resolution where such problems are caused by the Service Provider; and where such problems are caused by the SaaS Application, cooperate in the identification and management of their resolution by Workday.

The Service Provider shall perform the Services in accordance with:

- the security requirements as set forth in Schedule 3 of this Agreement.
- the quality requirements as set forth in the Quality Assurance Plan.

In particular the Service Provider shall meet the agreed KPI. Failure to meet the KPI shall imply the application of penalties as set forth in Schedule 7 - KPI. The penalties are in no way compensatory; and the parties agree that no penalty payment shall constitute any full or partial discharge of the Service Provider's obligations; and that payment of penalties apply without prejudice to the Customer's rights to claim damages.

The Service Provider accepts that the above quality Requirements may be amended in the Quality Assurance Plan from time to time by mutual agreement between the parties to reflect continuous

improvements /or new business requirements provided that such amendment to the Quality Assurance Plan is duly signed by both Parties Representatives defined below under Article 36.

The Service Provider shall notify the Customer as soon as possible if the Service Provider is informed of an event which may delay the execution of all or part of the Services or the Project; and communicate to the Customer any element, information and/or documents which are reasonably necessary for the proper Acceptance of the Services by the Customer. Upon receiving from the Customer any documents and technical information, the Service Provider shall ask for any clarification, if necessary and shall request any missing information or document which may be reasonably necessary to provide the Services.

Documentation supplied by the Service Provider shall be clear, accurate, and up-to-date at the date of delivery to the Customer.

The Service Provider undertakes to enable the Customer, through the Project, to benefit from an actual transfer of knowledge of the Solution as described in Schedule 2.

The Service Provider shall actively participate in the Governance committees set up for the follow-up of the Project and the resolution of problems per Schedule 6 terms and conditions.

6.2 Out of Scope Activities

In addition to its responsibilities specified elsewhere in this Agreement and as may be described in Schedule 2 and in Schedule 3, Customer is responsible and liable for ensuring that it complies with its legal and regulatory obligations and any changes thereto.

Each of the Parties acknowledges and agrees that:

- (i) the scope of the Services is limited to those services detailed in Schedules 2 and 3;
- (ii) Customer is responsible for determining whether the services and Deliverables provided by Accenture hereunder (a) meet Customer's business requirements, (b) comply with all federal, state and local laws, ordinances, codes, regulations and policies applicable to the Client's
- (iii) Accenture is not licensed or certified in any jurisdiction to perform or advise on any legal or regulatory function, and cannot provide Customer with accounting, legal, financial or regulatory advice of any kind in connection with the Services without prejudice to the duty of advice, inform and alert;

6.3 Accenture cannot represent or express any opinions or assurances that the Services or Solution will conform to any regulatory requirement applicable to Client and/or Client business. **Planning of the Project**

- (a) Accenture will plan, prepare for and perform the Services in accordance with the Planning of the Project, an initial draft of which is set out in Schedule 9.
- (b) The Parties acknowledge that the Planning of the Project and that the completion of the Planning of the Project is dependent upon multiple factors, including:

- (i) The confirmation of the technical assumptions the completion of the assumptions defined in the Schedule 2;
- (ii) agreement by Customer following delivery of the Deliverables as per the terms and conditions of section 12 of the Contract.
- (c) During the Term of the Agreement, the Planning of the Project will be updated on an iterative basis. These revision and updates of the Planning will be decided by the Steering Committee.

6. CUSTOMER'S UNDERTAKINGS

(a) During the term of this Agreement the Customer will:

- perform its obligations set forth in the RACI Matrix in Schedule 2;
- provide the Service Provider with active collaboration;
- review and/or validate the Service Provider's Deliverables in accordance with the Quality Assurance Plan;
- perform or have performed Acceptance Tests in accordance with the provisions of this Agreement and as further detailed in the Quality Assurance Plan;
- to the extent reasonably required by the Service Provider to perform the Services at the Customer's facilities, will make available facility access, office space, office furnishings, telephone and telecopy services, utilities, office supplies, and duplicating services,
- actively participate in the Governance committees set up for the follow-up of the Project and the resolution of problems;
- chair the Steering Committee;
- cooperate in good faith with the Service Provider;
- facilitate the cooperation between the Project Management Assistance and the Service Provider
- Client will make sure beforehand that Accenture is granted all the rights, as required for the performance of the Services, on software, software packages and documents provided by the Client or a third party acting on the Client's behalf, which are its property or property of third parties; as such, it is agreed that Accenture will not be liable for defects affecting such software, software packages and documents which are provided to Accenture for the performance of the Services

7. STANDARD OF OBLIGATION

Both Parties agrees to comply with all the terms of this Agreement and to perform all its obligations in good faith.

The Service Provider is bound by an obligation of result ("Obligation de Résultat") under the terms of this Agreement with respect to the Project Planning as set forth in Schedule 9 and any Key Milestones Dates and to compliance of the Service Provider's Deliverables with the Specifications as set forth in Schedule 2, all within the agreed fixed Charges as set forth in Schedule 7. This obligation is subject to Client complete performance of its own obligations and its ability to respect any pre-requisites of the Agreement

8. DUTY TO ADVISE, INFORM AND ALERT

The Service Provider agrees to be bound by an obligation of advice towards the Customer with respect to the Services.

The Service Provider agrees to be bound by an obligation of advice towards the Customer with respect to the Services. The Service Provider shall the Customer with any and all advice, warning and recommendations that Service Provider deems necessary in relation to the Services, especially in relation with any potential risk or delay affecting the Services or Deliverables of which it may become aware during the term of this Agreement.

Upon receiving from Customer any documents and technical information, Service Provider shall ask for any clarification, if necessary. If the Service Provider considers that some information or documents are missing for the proper performance of the Services, it shall request any the same from the Customer.

9. CHANGE CONTROL STRUCTURE

10.1 Accenture and Client shall manage proposed Changes to the Agreement and the Services in accordance with the processes set out in this Schedule 8 (Change Control).

10.2 The following principles shall apply to this Change Control Procedure:

- a) neither party shall unreasonably withhold its agreement to any proposed Change;
- b) without limiting either party's right to request a Change, the parties shall try to minimise the number of Change Control Requests;
- c) Accenture shall quote levels of work effort for the implementation of Change Requests that are fair and equitable and consistent with the levels of work effort previously quoted whilst having regard to circumstances of the Change.

10.3 The Parties shall agree an operational process to reflect the contents of this Schedule 8 (Change Control).

10. DATA MIGRATION

The Service Provider shall define the data migration strategy and provide any and all tools and templates necessary to load the data from the legacy systems, as such systems are specified in Schedule 2, in the Solution.

The data cleansing and the data extraction and transformation shall be performed by the Customer with the Service Provider's assistance.

Any defect in the data migrated attributable to the tools provided by the Service Provider shall be corrected by the Service Provider free of charge for the Customer and the Customer shall be entitled to claim for damages, including time spent to re-perform data migration.

11. ACCEPTANCE PROCEDURES

12.1 General principles

The Parties shall follow a formal Acceptance procedure for the Acceptance of any Deliverables. The objective of the Acceptance procedure is to verify that each Deliverable meets the Acceptance Criteria and/or the applicable Specifications.

The Acceptance Plan is set forth in Schedule 8 this Agreement and is based on the following principles:

- Acceptance is a formal process which is evidenced by the signature by the Customer of a formal Acceptance Certificate (with or without reserves) for the relevant Deliverable(s).
- No implied or deemed Acceptance may occur.
- If Customer has not confirmed in writing its acceptance of the Deliverable when due, Service Provider shall notify Customer of such delay.
- If Customer does not provide its approval or rejection (together with providing its reasons or reservations for doing so) **within five (5) working day** of such notification, such absence of decision shall be discussed and recorded during the Steering Committees. Such Steering Committee shall take place within forty-eight (48) hours from the referral of the absence of decision.
- In such event the Steering Committee will discuss and record the impact of the proposed Change on the Services and Accenture's ability to meet its other obligations under the Agreement and any variation to the terms of the Agreement that will be required because of that impact including, without limitation, changes to:
 - i. the Milestone Dates and the Key Milestone Dates, the Project Planning and any other timetable previously agreed by the parties; and
 - ii. costs (fees and estimated expenses) of implementing the changes to the Milestone Dates and Key Milestone Dates.
- In such event, Customer will bear all related risks which may include without limitation business disruption, Services suspension, degraded service and additional costs;
- Acceptance Tests will be carried out in accordance with the Project Planning as amended under an Amendment to the Agreement.

All Acceptance Plan shall be conducted in accordance with the terms and conditions, as further described below.

Customer shall always act reasonably, in good faith and without undue delay in respect of its providing approvals or performing acceptance related activities.

The parties agree that for the purposes of enabling operational continuity and avoidance of administrative delay, all approvals and notifications under this Section 12 may be given by email.

If the failure of a Deliverable to satisfy the Acceptance Criteria is caused by a failure of a Customer owned application and licensed application, or a failure of Customer to resolve any anomaly on the Customer systems or such legacy applications which are discovered during the

Acceptance Tests, or as a result of a failure of a third party system or application over which Accenture has no control, then such failure shall not be treated as an Defect and Accenture shall not be liable for any such failure which has a material impact on Accenture's ability to perform. In such event, the Parties shall follow up the escalation procedure defined above when Customer does not provide its approval or rejection of the Deliverable within the delays

Any disputes between Customer and Accenture regarding testing shall be dealt with in accordance with the Agreement Escalation Procedure. The parties shall adopt a "fix first resolve dispute later" approach to any testing related dispute.

The nature of Defects and their remediation is described in the Acceptance Plan, as set out in Schedule 7 of this Agreement.

12.2 Acceptance of Service Provider's documentary Deliverables

The Acceptance procedure starts with the actual delivery date of the relevant Deliverable as defined under the Planning of the Project.

Except when otherwise provided by the Assurance Quality Plan, the Customer has (5) five Business Days from delivery date of a documentary Deliverables to validate the Service Provider's documentary Deliverables, unless otherwise agreed between the Parties during the Steering Committee.

In case of critical documentary Deliverables as identified in the Assurance Quality Plan, a draft version of the document shall be shared in anticipation (5) five Business Days before the date of delivery, between the Service Provider and the Customer and a dedicated presentation workshop shall be organized by the Service Provider.

The Customer reserves the right to refuse or accept any documentary Deliverable which is not compliant with the Specifications. In the former case the Customer will provide an exhaustive list of its reservations justifying its refusal to Service Provider. The Service Provider shall take such Deliverable back and deliver a new version remedying the Customer's identified reservations within (5) five Business Days. The Acceptance Procedure shall then be reiterated.

The number of iteration shall be the object of a KPI in order to assess the quality of the Deliverables and the efficiency of the process. Beyond a number of iterations as per Schedule 7: KPI's and associated penalties, a penalty will be applied as per Schedule 7.

Where Customer determines that the draft substantially meets all applicable Acceptance criteria the review shall be concluded at this point and a formal Acceptance certificate shall be signed by both Parties.

12.3 Acceptance of non-documentary Deliverables

At a mutually-agreed scheduled time after delivery of non-documentary Deliverables, the Customer shall begin the Acceptance Tests of the non-documentary Deliverable to determine whether such Deliverable conforms to the applicable Specifications and the Acceptance Criteria.

After the Customer, has completed such testing or upon expiration of the agreed-upon testing period (the "Acceptance Testing Period"), the Customer shall notify the Service Provider in writing either that:

- the deliverable meets the Acceptance criteria and that acceptance of such Deliverable has occurred ("Acceptance"); or

- the Acceptance Criteria have not been met and, the reasons therefore.

Except when otherwise provided by the Assurance Quality Plan or otherwise agreed between the Parties during the Steering Committees, the Customer shall validate the non-documentary Deliverables as per the following conditions:

- a. For non – documentary Deliverables resulting from V Development method:
 - within forty-five (25) Business Days from delivery date of a non - documentary Deliverables;
 - The Customer reserves the right to refuse or accept any non- documentary Deliverable which is not compliant with the Specifications. In the former case the Customer will provide an exhaustive list of its reservations justifying its refusal to Service Provider. The Service Provider shall take such Deliverable back and deliver a new version remedying the Customer’s identified reservations within fifteen (15) Business Days. The Acceptance Procedure shall then be reiterated.
- b. For non-documentary Deliverables resulting from an iterative method (agile)
 - Within ten (10) Business Days from the delivery date of the non -documentary Deliverables to validate the Service Provider’s non- documentary Deliverables, unless otherwise agreed between the Parties during the Steering Committee;
 - The Customer reserves the right to refuse or accept any non- documentary Deliverable which is not compliant with the Specifications. In the former case the Customer will provide an exhaustive list of its reservations justifying its refusal to Service Provider. The Service Provider shall take such Deliverable back and deliver a new version remedying the Customer’s identified reservations within (10) ten Business Days. The Acceptance Procedure shall then be reiterated.

12.4 Final Acceptance

After Go Live the VSR shall start during which Hyper Care services are performed.

Final Acceptance of the Deliverables by signature by the Customer of a final Acceptance Certificate shall occur only after VSR has been completed and all Defects notified by the Customer during the VSR period have been corrected by the Service Provider.

12. DELAYS - PENALTIES FOR LATE DELIVERY

13.1 Delays

A delay or failure in the performance of its obligations by one Party under the Agreement, due to a Force Majeure Event shall hereinafter be referred to as an “Excusable Delay”.

Any other delay shall be considered as “Non-Excusable Delay”.

If an Excusable Delay occurs, the affected Party shall:

- immediately notify the other Party in writing of such Excusable Delay,
- describe the event causing the Excusable Delay in reasonable detail,
- provide an evaluation of the obligations affected,
- estimate the duration of such delay, describe the measures that will be taken; and
- upon cessation of the event causing the Excusable Delay, notify the other Party in writing of such cessation and resume performance as soon as possible.

Neither the Customer nor the Service Provider shall be responsible, nor be deemed to be in default of its obligations under this in case of Excusable Delay duly notified in accordance with the provisions of this section. Notwithstanding the occurrence of an Excusable Delay, the affected Party shall use its best endeavours to mitigate the effects of the Excusable Delay.

In the event that an Excusable Delay last more than ninety (90) Days, the non-affected Party shall be entitled to terminate this Agreement as per the terms and conditions defined under 26.2 of the Agreement.

13.2 Penalties for late delivery

The Service Provider and the Customer shall respect the Key Milestone Dates .

Unless caused by an Excusable Delay, if due to the act or omission of the Service Provider, non-compliance by the Service Provider with any Key Milestone Date shall imply the application of penalties, pursuant to the terms and conditions described below. Unless otherwise agreed by the Customer, Accenture shall pay to the Customer for each day after the due date until the the Deliverable is delivered, the sum specified in Schedule 7 as penalties.

The Customer shall inform the Service Provider and statements of such failures shall be discussed and recorded during the Steering Committees.

Should the non compliance with a given Key Milestone Date be attributable both to the Service Provider and the Customer, the level of penalties payable by the Service Provider shall be proportionate to the degree of failure directly attributable to the Service Provider.

Accenture will not be required to pay penalties in the event that such failure is caused in whole by:

- (a) any act, error or omission and failure to comply with its undertakings as set forth under Article 7 of the Client, Client Affiliates or Client Contractors or any other third party not under Accenture’s direct control; or
- (b) an assumption as set forth in Schedules 1 and 2 proving to be invalid;
- (c) the occurrence of a Excusable Delay Event; or
- (d) if Accenture is entitled to relief under any other provision of this Agreement, such as may be decided by the Steering Committee.

These penalties are calculated as described in the Schedule 7 KPI’s .

The amount of these penalties will be the subject of an invoice issued by the Customer.

Provided that the invoice received from the Service Provider is valid, accurate and due; payments of invoice shall occur forty-five-day end of the month of the following month in which the invoice is

issued. If the date on which payment is payable (the “Due Date”) falls on a Saturday, Sunday or a bank holiday then the payment shall be made on the following business day.

The penalties are in no way compensatory; and the Parties agree that no penalty payment shall constitute any full or partial discharge of the Service Provider’s obligations; and that the penalties are applied without prejudice to the Customer’s rights to claim damages.

Penalties shall in each instance that they fall due be payable by Accenture until the cap set forth in Schedule 7 is reached.

For a same non – compliance, any Penalty paid by Accenture to the Customer under this Section shall act as a reduction against the aggregate cap on liability specified in Section 28.1 (Limitation of Liability) to the extent that the penalty and the liability.

13. CONTRACTUAL WARRANTY OF THE SOLUTION – ANTI VIRUS WARRANTY

(a) Accenture warrants that the Deliverable will substantially conform during the Warranty Period to the Specifications.

(b) Notwithstanding the foregoing, this warranty will not apply to the extent that the Deliverable does not substantially conform to the Specifications as a result of a defect arising from:

- (i) any act or omission of Client;
- (ii) any person (other than Accenture or any person acting under the express written direction of Accenture) making any revisions or modifications to the Deliverable after its provision to Client;
- (iii) the malfunction of any Client provided hardware or software or application services (including Workday);
- (iv) the operation or use of the Deliverable other than in accordance with applicable documentation, or through the use of software or hardware not recommended, supplied or approved by Accenture; or
- (v) the occurrence of any Force Majeure Event.

In any such event, the warranty set out in this Section 14 with respect to the portion of the Deliverable so affected will not apply to such defect, and the parties will seek to establish mutually agreed alternative arrangements.

(c) This Section 14 will not apply to third-party services or materials (other than those provided by Accenture’s Subcontractors).

The contractual warranty of the Deliverables shall be one (1) month from the date of the Acceptance certificate (also designated as the Go Life in Schedule 9) of each Deliverable of Phase 1 and two (2) weeks from the date of the Acceptance of each Deliverable of Phase 2 (the “Warranty Period”).

As long as Service Provider's Deliverables are not modified by any third party (with the exception of Service Provider’s subcontractors or agents) or by the Customer, the Service Provider warrants that all

the Service Provider's Deliverables, shall comply with the Specifications for the duration of the Warranty Period as defined above.

During the Warranty Period, Customer's sole and exclusive remedy for any breach of such warranty set out in Section 14 will be for Accenture to resolve any defects in the Deliverable that cause the Deliverable not to conform substantially to the Specifications. Accenture will provide such resolutions at no additional charge to Client. Client will provide to Accenture access, in a timely manner, to any technical support, facilities, hardware, software, personnel or information in Client's possession or control necessary for Accenture to complete such work. Subject to receiving such access, Accenture will use its reasonable efforts to resolve such defects as soon as practicable.

Should a Defect be detected during the Warranty Period, the Customer shall promptly (and in any event within 2 working days of observing the Defect) notify the Service Provider in writing of the Defect in the Deliverable that cause the Deliverable not to conform to the Specifications. Customer shall provide Accenture with adequate information to identify the circumstances in which such defects were discovered and to replicate the Defect.

Each party will use reasonable efforts through the use of then current industry standard virus protection software and other customary procedures to screen any software provided or made available by it to the other party hereunder to avoid introducing any "virus" or other computer software routine or hardware component that materially disrupts the proper operation of or provides improper access to the other party's information technology environment.

The Service Provider shall to control that all Deliverables shall be delivered free from any virus, worm, malware or Trojan horse.

If such a virus is found to have been introduced by Accenture, Accenture will use reasonable efforts to assist Client in mitigating the effects of the virus, if any, on that portion of Client's information technology environment and to help restore the client's data to its prior back-up. Accenture's obligations and liability shall not extend to the restoration of lost data.

Accenture expressly disclaims any warranty, representation, term or condition as to the accuracy or completeness of data, operational criteria or parameters provided by client .

14. IP RIGHT IN THE DELIVERABLES

Except for the Service Provider's and/or Service Provider's Subcontractors and suppliers Pre-Existing Material (including Methods, tools, approaches, standards and know-how used) and any modifications or enhancements of it (if any) and Open Source Software (if any), Intellectual property rights in any Deliverable will be assigned to the Customer upon payment of the Charges. Pre-Existing Material enhanced by Accenture during the performance of the services are the property of Accenture or third parties and as such can be reused by Accenture and/or these third parties without restriction.

Pursuant to this assignment, the exclusive rights hereunder are granted to the Customer for the duration of the legal protection applicable to such Deliverable, and for any and all countries in the world :

- to reproduce, represent, adapt, modify, correct, arrange, create derivative works, distribute, translate, integrate, transcribe, analyze, publicly perform, use, in any manner or form, by any means, according to any current or future technology, on any media, for any purpose or destination, for any territory;

- to take any action, suit, claim, request or other procedure, on any ground, to protect and enforce any such rights, and protect them against any infringement or misappropriation, and
- to authorize others to [do any](#) of the foregoing.

The Customer may assign all or part of the rights acquired hereunder.

The Service Provider represents and warrants that it, including its personnel and authorized sub-contractors has, all rights required to assign or grant the Intellectual Property Rights in the Deliverables to the Customer.

The Service Provider shall not include any of its Pre-Existing Material in any Deliverable to be supplied pursuant to this Agreement unless such proposed inclusion has been disclosed in advance to, and agreed by the Customer. Where the Customer has agreed to such an inclusion, the Service Provider shall grant the Customer, a fully paid up worldwide, royalty-free non-exclusive irrevocable license to use, Pre-Existing Materials embedded in a Deliverable for the sole purpose of and only to the extent necessary for the Customer, to use (the Solution, such license being valid for the maximum period provided for by applicable laws and treaties. Such license is non transferable but includes the right to authorize any third party to use the Pre-Existing Materials on the Customer's behalf, and for the sole purpose for which these Pre-Existing Materials were provided, especially, where appropriate, to continue the Project in replacement of the Service Provider, or to perform any services relating to the Solution. Such license will remain in full force and effect in case of termination of this Agreement, whatever grounds for such termination.

The Service Provider shall deliver to the Customer the source codes of the Deliverables.

Charges established under this Agreement include the assignment of the above mentioned rights.

No Open Source Software should be included in the Deliverables unless such proposed inclusion has been disclosed in advance to, and agreed by the Customer. Where the Customer has agreed to such an inclusion, the Service Provider warrants that: the Deliverables will not be subject to any "Copyleft or Viral Effect". In the context of this provision, "Copyleft or Viral Effect" means that the provisions of the open source license require that certain of the Service Provider's deliveries, as well as any products derived from these, may only be distributed further in accordance with the terms of the open source license e.g. only if the source code is disclosed.

Prior to incorporating any Open Source Software into its products and services, the Service Provider executes Open Source clearances (ie: Service provider's prior internal checks). Applicable Open Source software licences will be identified in the Documentation.

15. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

Accenture undertakes to ensure, at its own expense, the Client's defence against any action brought by a third party based on the fact that the Deliverables delivered pursuant to this Agreement by Accenture only (without a third-party participation, except Accenture's subcontractor), would prejudice a third party's copyright on the French territory and to pay all the damages that could ultimately be borne by Client on this basis in a final judicial decision.

The Service Provider shall defend and hold the Customer harmless against all third party claims in connection with the alleged or actual infringement by the Service Provider's Deliverables of any copyrights and/or issued patents at the date of signature of the Agreement belonging to a third party,

and agrees to bear all reasonable attorney's fees and legal costs and damages finally awarded to such third party by a court of competent jurisdiction cover damages finally awarded to such third party as agreed to by Accenture in a settlement as a result of the infringement .

The Service Provider shall at its own expense conduct any litigation arising therefore and all negotiations in connection therewith in coordination with the Customer and taking due account of the Customer's interests and needs in the conduct of such litigation or negotiation.

Notwithstanding anything to the contrary contained in the Agreement, no limitation of the Service Provider's liability shall apply for any damages, losses or liabilities incurred by the Customer as a result of any claim or action by a third party as described here above.

The Service Provider shall immediately inform the Customer in case of any claim, suit or action is brought by a third party against the Service Provider with respect to the Deliverables and on the basis of the infringement of Intellectual Property Rights.

In the event that the Deliverables are held or are threatened to be held, to infringe the IP Rights of a third party, the Service Provider shall, at its own costs, and within a timeframe compatible with the the Customer and business needs either: (i) obtain the right for the Customer to continue operating the Deliverables, or (ii) replace or modify the infringing technology so that such Deliverables ceases to infringe, while fulfilling all requirements defined by this Agreement, without prejudice to the Customer's rights in claiming compensation for all costs, damages and losses in the limit of the limitation of contractual liability defined under Article 28.1.

In order to benefit from the coverage as provided in this section, the Client must: (i) notify Accenture promptly in writing of the existence of a claim or a lawsuit; (ii) provide his collaboration. Any settlement agreement cannot be made without the consent of the Client. The Client will indemnify Accenture under the same conditions and undertake at its own expense, any third-party claim based on the elements provided to Accenture by the Client.

16. NECESSARY LEVEL OF CONFIDENTIALITY OF DEFENCE/AUTHORISATIONS – SECURITY

The Service Provider shall comply with the Schedule 4 – Security Requirements.

the rules issued by the Customer on which locations where Services are performed and, as the case may be, the special instructions issued by the Customer for the site where the Services shall be performed.

The Service Provider acknowledges that the access to the Customer premises classified as sites with restrictive access (or 'Etablissements à Régime Restrictif' or 'ERR') under supervision of the Ministry for Defense, are subjected to the regulation applicable to this kind of establishment.

Consequently, the access of any person of a nationality outside the European Union requires a prior approval of the Official Authority represented by the Customer security agent on site.

For this reason, the Service Provider commits not to affect non-European employees on the Customer's Sites without a written prior Agreement of the security agent of the Customer.

17. GOVERNANCE

The Parties agree on a Governance structure described in Schedule 6 to follow up the performance of the Services.

18. STEP IN

If the Service Provider is in breach of its material obligations regarding the provision of the Services, the Customer may after having exhausted all the escalation process set out by the Parties in Schedule 6, perform a self-remedy of the material defect, have the material defect remedied by a third party (the "Step-In Agent") for the period necessary to remedy such breach ("the Step-in Period").

The Customer is entitled to claim for reimbursement of the necessary expenses (including the costs for the deployment of the Customer's own personnel). The Service Provider will support the Customer or the third party during the remedy of the material defect in a reasonable extent. The Customer will give the Service Provider written notice of the proposed Step-In Agent at least ten (10) Business Day prior to appointing this Step-In Agent. Service Provider may submit in writing to the Customer within five (5) Business Days any objections it may have in relation to the proposed Step-In Agent.

For the duration of the Step-In Period the Customer shall not be charged for the provision of the affected Services.

The Service Provider shall cooperate with the Customer and the Step-In agent and provide reasonable assistance at no additional charge to the Customer to restore the relevant Services as soon as reasonably possible, including giving the Purchaser and the Step-In agent (and their agents, representatives and/or vendors involved in the step-in process) reasonable access to any equipment, materials and software and reasonable assistance, to the extent reasonably necessary for the purpose of completing the required Services.

19. REVERSIBILITY PLAN

Upon Customer request and as per the Change Procedure, Service Provider shall propose a Reversibility Plan and termination assistance Services.

Commencing upon the date of the termination notice, and irrespective of the reason for or time of termination, Service Provider shall provide Termination assistance services described in the Reversibility Plan, so as to facilitate the orderly and complete transfer of the Services to the Customer, or a successor supplier without disruption to the Customer's business.

The Reversibility Plan shall be agreed by the Parties within 90 from the date of the signature of this Agreement.

The purpose of the termination assistance Services is:

- to complete and deliver any Supplier's Deliverables in progress at the time of termination;
- to enable the Customer to obtain from a successor supplier, or to provide for itself, services to substitute for or replace those provided by Service Provider under this Agreement;
- to optimize the conditions for such transfer; and
- to minimize any adverse effect of transferring services provided by Service Provider to the Customer or to a successor supplier selected by the Customer.

The Reversibility Plan will specify the Termination Assistance Services to be performed, including the respective obligations of the Parties and the Service Provider's Deliverables to be completed within the scope of the reversibility.

Charges for Reversibility Services shall be agreed upon between the Parties and shall be as set forth in the Reversibility Plan.

The Reversibility period shall expire upon completion of the Reversibility Services and activities as set out in the Reversibility Plan and the term shall be extended accordingly to allow the completion of the Reversibility Services.

For the avoidance of doubt, all relevant terms of the Agreement shall continue in force whilst the Service Provider is providing the Reversibility Services.

20. APPROVAL OF SUBCONTRACTORS

The Service Provider shall not perform or provide the Services through subcontractors without the prior written consent of the Customer.

It is hereby agreed that the hereunder Affiliates of the Service Provider are approved subcontractors:
(list to be inserted)

In no event shall the Service Provider be relieved of its obligations under this Agreement as a result of its use of any subcontractors. The Service Provider shall supervise the activities and performance of each subcontractor and shall be liable for any act or failure to act by such Subcontractor.

If the Customer determines that the performance or conduct of any subcontractor is unsatisfactory in accordance with the obligations in this Agreement, the Customer may notify the Service Provider of its determination in writing, indicating the reasons therefore.

In this situation the Service Provider shall promptly take all necessary actions to remedy the performance or conduct of such Subcontractor or replace such subcontractor by another third party approved by the Customer or by the Service Provider personnel.

21. DATA PROTECTION

Accenture and the Customer shall comply with their obligations respectively as Data Processor and Data Controller as provided under the French Data protection act no 78-17 date 6/01/1978 as amended and any other applicable laws and regulation relating to protection of Customer Data (the "Data Privacy Laws and Regulations").

In the enforcement of this Agreement, the Service Provider may access or receive Personal Data from the Customer and act as a "Data Processor" in the sense of Data Privacy applicable Laws and Regulations.

The Customer Personal Data is and shall remain proprietary to the Customer.

The Service Provider shall at all times comply with the laws and rules in force relating to data privacy, and shall comply with the provisions of Schedule 5.

The Service Provider shall process Customer's Personal Data only pursuant to Customer's instructions, and the Service Provider shall not:

- use the Personal Data other than for the sole purpose of the performance of its obligations hereunder;
- disclose, sell, assign, lease or otherwise provide to third parties the Personal Data;
- exploit the Personal Data commercially;
- transfer the Personal Data in violation with the specific terms and conditions agreed by the Parties in this respect or in violation of Data Privacy Applicable Laws and Regulations.

The Service Provider shall:

- cooperate with the Customer in satisfying the legal obligations related to the protection of Customer Personal Data, by supplying any information necessary for the fulfillment of its obligations;
- not retain Customer Personal Data longer than the duration of conservation requested/instructed by the Customer with respect to the finality for which the Personal Data have been collected and, in any case, If no such duration is set, then the retention duration shall be limited to the duration of this Agreement;
- inform the Customer of any request or order issued by a public authority including data protection authority concerning the Customer Personal Data and notified to the Service Provider to the extent such information is not prohibited by applicable mandatory applicable laws;
- Comply with the Security Requirements defined under Schedule 4.

The Customer Personal Data shall only be processed by the Service Provider in France and it shall under no circumstances export such data, including to its authorized subcontractor.

22. COMPLIANCE WITH LAWS

The Service Provider shall comply with all laws applicable to the provision of the Services and the business of the Service Provider.

The Service Provider shall monitor change in Laws applicable to the business of Service Provider, and inform the Customer of those changes and if they may impact the performance of the Services.

The Customer will monitor change in Law applicable to Customer's business activities and inform the Service Provider of those changes in case the related change of Laws may impact the Services. Changes in any Law which may impact the business of Service Provider shall be borne by the Service Provider.

Changes in any Law which may impact the business of Customer shall be borne by the Customer.

23. PERSONNEL

24.1 Service Provider's Personnel

The Service Provider warrants that:

- The Service Provider's personnel appointed to perform the Services will have the proper qualification, skills, experience and training for the Services; and

- the composition of the team assigned by the Service Provider remains under Service Provider responsibility during the term of this Agreement and that any such modification shall remain without detrimental impact on the provision of the Services.

The Service Provider shall at all time and in all places, exert his employer authority on its personnel, including when such employees provide Services outside the Service Provider's premises. The Service Provider's employees shall not become Customer's employees for the reason that they are performing the Services. Service Provider shall refrain from any behavior that could create any ambiguity with regard to his position as employer of its personnel.

The Service Provider shall be solely responsible for meeting all legal obligations under applicable law with regard to its personnel.

24.2 Key Personnel

Each of the Service Provider's Key Personnel is designated on Schedule 11 of this Agreement. This Schedule may be modified from time-to-time in accordance with this Agreement.

Without the Customer's prior written consent, the Service Provider shall not undertake any action with respect to any Service Provider's Key Personnel that would substantially impact the performance of the Service Provider's duties hereunder.

The Service Provider shall submit prior notification to the Customer of the replacement or re-assignment of such Key Personnel to the extent that they are not available as foreseen in the Agreement. Such notification shall be accompanied by a brief explanation for the replacement, the time allocation and a comprehensive qualification description and professional profile of the new Key Personnel who shall possess equivalent qualifications, expertise and seniority to the key person being replaced. The replacement shall be considered accepted by the Customer provided all security clearances are obtained by the Service provider as regard such new key personnel and unless it has raised an objection for justified reasons within five (5) days from the relevant notification. All costs and expenses associated with educating and training of the replacement personnel shall be borne by the Service Provider.

The Customer may, for justified reasons linked to the performance of the Agreement, ask for a replacement of Key Personnel. Such request shall be presented in writing to the Service Provider who shall then, within thirty (30) days or any other delay agreed by the Parties, remedy the situation, including, if necessary, replacement of such Key Personnel.

In no event will the Customer be charged for any time required for any said replacement to be trained to provide or become familiarized with the Services, regardless of whether or not said replacement is requested by the Customer.

24. CHARGES AND PAYMENT

25.1 Charges

The Charges for Services, Deliverables and the Solution are set out in Schedule 6.

The Charges shall not be changed unless through the Change Procedure.

The Charges shall be in EURO, and include all related costs resulting from the performance of the Services, including all expenses (including travel and lodging expenses) that Service Provider may incur for or through the performance of the Services.

The payment to be made by the Customer under this Agreement shall be in this currency.

The Service Provider shall invoice the Services in accordance with the terms of the invoicing plan as specified in Schedule 6.

25.2 Taxes

Charges are exclusive of VAT. However, the Service Provider shall be liable for and shall pay all other taxes and duties and levies in connection with the Services.

If the Customer is compelled by Law to make any deduction or withholding on the payments due to the Service Provider, then the Customer shall:

- ensure that the deduction or withholding does not exceed the minimum amount legally required, and
- promptly pay to the relevant taxation authority or other authorities within the period for payment permitted by law the full amount of the deduction or withholding, and
- furnish to the Service Provider, within the period for payment permitted by the relevant law, an official receipt of the relevant taxation authorities involved in respect of all amounts so deducted or withheld or if such receipts are not issued by the taxation authorities concerned on payment to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding.
- if the Service Provider provides in due time to the Customer a valid certificate of withholding tax rate reduction or exemption according to relevant tax laws and double taxation Agreements, XXX will operate the withholding accordingly.

25.3 Invoices

For payment purposes, the Service Provider shall issue an invoice in three (3) original copies and send them to the attention of XXX accounting department.

Without prejudice to mandatory requirements imposed by applicable Laws and Regulations, each invoice shall include:

- the reference to this Agreement;
- the prices, in the required breakdown, and the VAT (if applicable);
- the names and addresses of the Parties;
- the Service Provider's VAT registration number, if relevant.
- the customer's receipt reference, if applicable

In the event that the invoice received is not valid, the Customer shall reject the invoice and return the invoice to the Service Provider stating the reasons for such rejection.

25.4 Payment

Payments shall be made by electronic bank transfer to the Service Provider's bank account, as notified to the Customer, provided that the invoice received from the Service Provider is valid, accurate and due.

Payments of invoice shall occur forty-five-day end of the month of the following month in which the invoice is issued. If the date on which payment is payable (the “Due Date”) falls on a Saturday, Sunday or a bank holiday then the payment shall be made on the following business day.

In the event of late payment, it will be applied in accordance with the applicable law as a penalty, an increase in the amount of receivables equal to three times the French statutory rate of interest. Similarly, in case of late payment, a lump sum of 40 € is payable ipso jure from the first day of delay.

In the event of a dispute between the Parties, the Customer shall be entitled without incurring any liability to withhold the payment of any disputed amount of an invoice hereunder until resolution of such dispute to the extent the Customer provides reasonable grounds to withhold the payment.

The Service Provider shall not have the right to suspend the provision of the Services if the Customer retain payment of disputed amount of any invoices until resolution of such dispute in accordance with the escalation procedure in Schedule 9.

By way of derogation to article 1223 of the Civil Code, the Parties agree that no price reduction may be applied by the Client by simple notification. In the event of a partial compliance, ie in the event of persistent non-conformities to the Specifications, the Parties shall meet to define by mutual agreement an action plan. Upon implementation of the action plan, if the initial non-conformities to the Specifications persist, the parties will agree to a price reduction, the amount of which will be proportional to the non-conformities

25.5 Credit note

In the event that the Service Provider issues a credit note to the Customer under this Agreement and that the Customer has not been in a position to use such credit note for other payments to the Service Provider within one (1) month following the date of issue of the relevant credit note, the Service Provider shall promptly pay the amount of such credit note within a 60 days delay to the Customer.

25. TERM - TERMINATION

Unless earlier terminated in accordance with section 27, this Agreement shall be deemed to enter into force as of the Effective Date and shall remain in force until the Solution has been fully delivered as set forth herein and all Services have been performed including the Warranty Period Services.

26.1 Termination for Parties' default

In the event a Party fails to comply with one or more of its obligations under this Agreement, the other Party may give the failing Party written notice of such breach at any time. The failing Party shall remedy such breach or provide an action plan within thirty (30) days from receipt of such notice, unless otherwise agreed in this Agreement.

In the event that Party does not remedy such breach or provide an action plan within thirty (30) calendar days, , then, the other Party shall, without incurring any liability whatsoever, have the right to terminate in whole or in part the Agreement, by giving written notice of termination to the failing Party, without prejudice to the other Party's rights to claim damages and/or any other remedies.

26.2 Termination for convenience

The Customer may at any time and for any reason terminate as of right the Agreement by giving a thirty (30) day prior written notice of termination to the Service Provider, without incurring any liability whatsoever in respect of such termination.

If a notice of termination for convenience is served, it shall specify a reasonable effective date of termination.

In all events, to the extent permitted by law, a termination account will be drawn up, taking into consideration the ratio between the Services portion performed and the scope of Services initially agreed.

The Customer should pay for all Services rendered and expenses incurred by Service Provider prior to the date of termination as applicable to the particular type of engagement taking into account deal shape, pricing, etc. resulting from such early termination

26.3 Termination in case of insolvency

To the extent permitted by law, in the event that the a Party becomes insolvent or into liquidation or cease paying its debts as they fall due or makes an assignment for the benefit of creditors passes a resolution for its winding up or if petition for its winding up is presented or it files for protection from its creditors, the other Party shall, without incurring any liability whatsoever, have the right to terminate as of right the Services in progress, in whole or in part, by giving written notice of termination to the Provider, without prejudice to the rights to claim damages and/or any other remedies.

26.4 Termination in case of Excusable Delay

The Customer shall be entitled to terminate the Agreement under the conditions set forth in Article 26.1, without incurring any liability whatsoever in respect of such termination.

26.5 Termination procedures

Any notice of termination of the Agreement shall specify the effective date of termination (the “**Termination Date**”).

The above mention termination is future looking, meaning that only the effects of termination within the provisions of article 1229 of the civil code apply.

In the event of termination, the Client shall pay for all services rendered until the actual day of termination.

By express derogation from Articles 1224 and 1226 of the Civil Code, the Parties further agree that apart from these provisions, no termination or resolution of the Contract may result from a simple notification from the creditor to the debtor.

26. AUDIT

The Customer or an external auditor appointed by the Customer will have the right, upon ten (10) Days prior written notice, to perform audits and inspections of the Service Provider and/or its subcontractors or other representatives during Business Days and working hours to check any of the following non-exhaustive purposes:

- Performance and quality of the Services;
- Compliance of the Services' performance with this Agreement;

The external auditor should not be a direct competitor of the Service Provider. The Purchaser shall ensure that the auditor is bound by the same confidentiality obligations as contained in the NDA and shall provide the Service Provider upon request with written evidence thereof.

The Service Provider shall fully co-operate with (and shall cause its subcontractors and representatives to fully co-operate with) the Customer's external auditor, including by providing access to any locations at which any personnel, equipment, data, records and systems relating to the Services are located.

Following completion of the audit, the Parties shall discuss its findings and without prejudice to the Customer's other rights and remedies, the Parties shall no later than three (3) weeks after the delivery of the audit report, agree on a remediation plan including all necessary steps as well as timetable to implement the plan to fully address any concerns identified.

27. CONTRACTUAL LIABILITY, NON-CONTRACTUAL LIABILITY AND INSURANCE

28.1 Limitation of contractual liability.

The Service Provider's entire contractual liability for all claims or damages arising out of or related to this Agreement will be 5 times the global Charges invoiced by the Service Provider under the present Agreement. The indirect and consequential damages are excluded.

Such limitation of liability shall in no event cover any amount to be paid by the Service Provider under the provisions of this Agreement under the headings "", "Infringement Claim", "Non-Contractual Liability", "Confidentiality", and "Necessary level of confidentiality Defense/Authorizations", ", nor any costs, damages, liabilities suffered by the Customer as a result of any wilful misconduct, gross negligence, death or body injury caused by act and/or omission of the Service Provider or for any other reason based on article 1170 of the French civil code.

Accenture does not commit towards third parties, and particularly towards Client's affiliates (hereinafter collectively the "Third Parties"). The provision for the benefit of Third Parties or the direct or indirect use by Third Parties of the Services performed by Accenture will be under the sole responsibility of the Client, who agrees to indemnify and hold Accenture harmless from third party claims. This clause shall survive the expiration, termination or extinction of this Proposal, for any reason whatsoever.

The exclusion and limitation of liability in this Clause represent the agreed and bargained-for understanding of the parties and Accenture's compensation for the Services reflects such allocations.

27.2 Non contractual liability

Each Party shall be solely liable for, indemnify and hold harmless the other Party, its officers, directors, employees or insurers from and against any and all claims, losses, liabilities, suits, judgments, expenses and costs (including attorneys' fees) or the like in any way connected with the death of or injury to any person whomsoever, or loss of or damage to any property of third person, entity or company when arising out of or having its origin in the acts or omissions of, the Party in connection with the performance of this Agreement to the extent such person would have the right of claiming directly against the liable Party in accordance with applicable law.

When the performance of the Agreement requires the presence or attendance of either Party's representative at the premises of the other Party, each Party shall be solely liable for, indemnify and hold harmless the other Party, its officers, directors, employees or insurers from and against all claims,

losses, liabilities, suits judgments, expenses and costs (including attorneys' fees) or the like in any way connected with the death of or injury to any of its representatives or loss of or damage to any property of any of its representatives, unless in the cases of gross negligence or wilful misconduct of the other Party to the extent such person would have the right of claiming directly against the liable Party in accordance with applicable law.

Nothing in the Agreement shall operate so as to exclude or limit the liability of either Party to the other for death or personal injury arising out of negligence, or for any other liability which cannot be excluded or limited by law.

28. INSURANCE

Without prejudice to its liabilities and obligations, the Service Provider shall subscribe and maintain, at its own cost, with insurers of recognised reputation and security, the insurance policies needed for the coverage of its liabilities set forth above, and shall furnish annually to the Customer the corresponding insurance certificates, upon request.

General Third Party Liability Insurance and Professional liability Insurance: The Service Provider shall, when carrying out work of any kind on the premises of the Customer effect and maintain General Third Party Liability Insurance for an amount provided below. This insurance shall be effective at the signature of the first is Agreement.

The Service Provider shall effect and maintain Professional Liability Insurance for loss or damages occurring after the performance of the Service under this Agreement and resulting from or anyway connected with the performance of such Service.

The current insurance certificate is appended as Schedule 14 of this Agreement.

29. CONFIDENTIALITY

30.1 Confidentiality

The use and disclosure of Confidential Information to which the Parties have access in connection with the performance of the Agreement shall strictly comply with the terms of Schedule 10.

Each party may have access to information (in any form) that relates to the other party's past, present, and future research, development, business activities, products, services, and technical knowledge, which is identified by the disclosing party as confidential or is by its nature clearly confidential or proprietary to the disclosing party ("Confidential Information").

3.2 Notwithstanding any other terms, the term Confidential Information will not include any information that identifies or directly relates to natural persons ("Personal Data").

3.3. Confidential Information may only be used by the receiving party in connection with the Services and may not be copied or reproduced without the disclosing party's prior written consent except as reasonably needed to perform its obligations under the Agreement. The receiving party agrees to protect the Confidential Information of the disclosing party in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care. Access to the Confidential Information will be restricted to Accenture and Client personnel (including such personnel employed by their affiliates) and subcontractors engaged in the performance, management, receipt or use pursuant to the parties' rights and obligations under this Agreement, provided such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement.

3.4 Nothing in this Agreement will prohibit or limit either party's use of information (i) previously known to it without an obligation not to disclose such information, (ii) independently developed by or for it without use of Confidential Information, (iii) acquired by it from a third party which was not, to the receiver's knowledge, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach of this Agreement.

30.2 Publicity and public announcements

The Service Provider cannot use, reproduce or imitate for any purpose whatsoever nor shall it refer to, in the form of public announcement or news release, any of the filed or registered trademarks of the Customer, XXX GROUP, including their company names, logos and XXX Group programs names or logos associated with, products or services, unless with the Customer's prior written approval.

30. ASSIGNMENT AND TRANSFER

31.1 Assignment and transfer by the Customer

To the extent permitted by law, it is expressly agreed between the Parties that the Customer is entitled to assign at any time the benefits, rights and remedies and/or transfer all or part of its obligations under this Agreement, to any XXX Group company and to any successor (i) in case of any merger, consolidation, re-organization, voluntary sale or transfer of the Customer or, (ii) the voluntary sale or transfer of all or substantially all of the Customer's assets.

31.2 Assignment and transfer by the Service Provider

The Service Provider may not assign any of its benefits, rights and remedies and/or transfer any of its obligations under this Agreement to any other third party without the prior written consent of the Customer. In the event such consent is given, the Service Provider shall remain jointly and severally liable to the Customer and/or any assignee of the Customer for all obligations hereunder.

Notwithstanding anything to the contrary contained in this Agreement, the Customer already agreed that Accenture's rights and obligations under this Agreement may be assigned (as appropriate) to Accenture Plc. or any other member of the Service Provider Group.

31. CHANGE OF CONTROL OF THE SERVICE PROVIDER

In case of a Change in Control of the Service Provider, the Service Provider undertakes to notify such event to the Customer within thirty (30) days.

In the event that Service Provider is acquired by a third party which is a direct competitor of Customer and which acquisition will have substantiated negative impact for the Customer; The Customer shall then be entitled to terminate this Agreement without incurring any liability, in connection therewith within thirty (30) days from a written notification by the Service Provider of the Change in Control, if such Change in Control reasonably appears to the Customer to materially affect the ability of the Service Provider to perform its obligations under the Agreement or if such Change in Control is in favour of a party which is strategically not acceptable to the Customer because of existing, latent, or potential conflict of interest

32. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

32.1 Applicable law

This Agreement shall be construed according to the laws of France.

This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

32.2 Settlement of disputes

In the event of a dispute, controversy or claim ("**Dispute**"), arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, the Parties shall use their best endeavours to immediately resolve the Dispute amicably following a notice of dispute addressed to the other Party.

If, within a period of three (3) months of the notice of a Dispute, the Parties fail to resolve amicably the Dispute, then such Dispute shall be finally assigned to the Commercial court of Paris, notwithstanding multiple defendants or the introduction of third parties equally for urgent proceeding or for interim, summary or ex parte procedures..

Other Proceeding excluded: recourse to jurisdiction is expressly excluded except as provided for in the International Chamber of Commerce Rules of Arbitration concerning Conservatory and Interim Measures.

Service Provider's Obligation: To the extent permitted by law, the Service Provider agrees to proceed diligently with the performance of the work hereunder, including the delivery of the Maintenance Service pending resolution of any such Dispute, unless otherwise instructed by the Customer

When the resolution of the Dispute leads to a modification of this Agreement, and/or the Statement of Services, the Parties shall proceed with the relevant amendment of this Agreement, the Statement of Services.

33. UNDECLARED WORK

The Service Provider certifies that the employees who shall perform the purpose of the Agreement shall be duly employed under articles L.1221-10, L.1221-13, L.1221-15, L.3243-1, L.3243-2 and L.3243-4 of the French Employment Code.

The Service Provider shall remit to the Customer those documents required by articles L.8222-4 and D.8222-7 et seq. of the French Employment Code to the extent applicable, upon the conclusion of this Agreement (attached as Schedule 15) and every six (6) months thereafter until its expiry or termination.

34. CORPORATE SOCIAL RESPONSIBILITY

The Service Provider shall comply with the Customer's code of conduct set out in Schedule 16.

35. MISCELLANEOUS

36.1 Amendments

The Agreement shall not be amended except by a specific Agreement in writing signed by duly authorized representatives of the Parties.

36.2 Representatives / Notices

Each Party shall appoint one (1) or two (2) person(s) ("Representative") to be represented in its dealings with the other Party throughout the duration of the Agreement with the authority specified in a relevant notification by each Party. The Representatives will be in charge of the proper performance of the Agreement and shall be the primary point of contact of the other Party within their area of competence. Any decision or action taken by the relevant Representative within their area of competence and as permitted by the Agreement, will be binding on the represented Party.

Unless otherwise agreed by the Parties, any communication between the Parties in respect of the Agreement and its administration shall be in writing and shall be sent by mail, registered mail, electronic mail, facsimile or messenger service.

Notices shall be sent to the following Representatives:

If to the Service Provider to:

Address:

If to the Customer to:

Address:

Either Party may designate, in writing, other persons or other addresses to whom such notices, reports, and other communications are to be transmitted.

Either Party may notify by ten (10) days' notice to the other Party in writing changes to its postal or facsimile address or addressee for receipt of such notices.

36.3 Independent contractors

Neither Party shall have the right to contract or in any other way to enter into commitments on behalf of or in the name of the other and shall not by course of conduct or otherwise hold itself out to third parties as having such authority.

The relationship of the Parties under this Agreement shall be that of independent contractors.

36.4 Waiver

Failure or delay at any time by the a Party to enforce any provision of the Agreement or any part thereof shall not constitute a waiver of such provision or affect the validity of the Agreement or any part thereof, nor shall it prejudice the right of the that Party to enforce such provision at a subsequent time.

36.5 Severability

The invalidity in whole or in part of any provisions of the Agreement shall not void or affect the validity of any other provision.

36.6 Language

The Agreement has been drawn up in English and only this language version shall be authentic. Any translation of the Agreement into a language other than English shall be for information purposes only. All notices, correspondence, communication and documentation to be issued, exchanged or delivered to either Party in connection with the performance of the Agreement shall be in English.

36.7 Trade Compliance

Each party shall comply with all export control and economic sanctions laws (collectively, “Trade Control Laws”) applicable to its performance under this Agreement, including the use and transfer of any products, software, technology or services subject to this Agreement (collectively, “Items”). Without limiting the foregoing, neither party shall transfer any Items: (i) to any country subject to comprehensive economic sanctions (including without limitation the Crimea region, Cuba, Iran, North Korea, Sudan, or Syria) (each a “Restricted Country”); (ii) to any party in violation of applicable Trade Control Laws; or (iii) that require government authorization to use or transfer without first obtaining: (a) the informed consent of the other party; and (b) the required authorization. Accenture may decline in its sole discretion to engage in any activity under this Agreement with any connection to a Restricted Country, or that Accenture otherwise determines could constitute a violation of applicable Trade Control Laws, without creating any liability on its part under this Agreement.

IN WITNESS WHEREOF, the duly appointed representatives of the Parties have agreed to execute the Agreement in three (3) original copies, the Customer keeping two (2) and the Service Provider one (1) of these copies.

SIGNATURE

FOR THE CUSTOMER
Airbus Safran Launchers

Name: []

Title: []

FOR THE SERVICE PROVIDER
ACCENTURE

Name: []

Title: []