

**N2JSoft**  
**TERMS OF SALES**  
11/03/2020

**1. Object**

The purpose of these terms of sales is to regulate the online supply by N2JSoft (the "Provider") to the client (the "Client") of a service for scanning and managing expense reports (the "Service") based on N2F software owned by N2JSoft. The functionalities of the Service are listed on the site [www.n2f.com](http://www.n2f.com), and the Customer has the possibility of making a free trial in order to check the adequacy of the Service to his needs.

The Service is provided as a "standard" option or as an "Probative value archiving" option. It is reserved for the professional use of Customers.

**2. Contractual documents - Completeness**

The relations between the parties are governed by these Terms of Sales and the options chosen by the Customer summarized in the order confirmation email sent to him, together constituting the "Contract".

The Contract constitutes the entire agreement between the parties. No other document can create obligations relating to the same object. The Customer's general conditions of purchase are expressly excluded.

**3. Conditions of access to the Service**

a) Use of the Service

Client agrees to refrain from any action likely to impair the operation of the SaaS platform on which the Service runs, such as, for instance, any attempted data intrusion or corruption, denial-of-service attack or, more generally, any action likely to impair data integrity.

b) Option « Probative value Archiving »

In France, and for some European countries, the compliance of the Software with « Probative value Archiving » option to applicable legal and tax requirements has been the subject of a « Legal Opinion » written by a law firm. The list of the « Legal Opinion » can be obtained from N2JSOFT on request at [support@n2f.com](mailto:support@n2f.com). In this case, and subject to the respect by the Client of the prerequisites described in SCHEDULE 1:

- Documents may be kept in electronic form only;
- The Documents are supporting documents in the eyes of the tax authorities for the deduction of any applicable tax.

**Client acknowledges and accepts that failure by its Users to comply with the Prerequisites may result in digitization not being non-compliant with applicable legal and tax legislation requirements. Client accordingly warrants compliance by its Users with the requirements covered by the Prerequisites and agrees to assume all possible consequences of non-compliance therewith, Service Provider disclaiming any and all liability on this basis.**

**If the Client is not subject to a jurisdiction for which a Legal Opinion has been established, it is his sole business to verify the conformity of the features of the probative value ARCHIVING option with the legal and tax legislation applicable to him.**

c) Means of communication

Client shall be solely responsible for the means of communication (telephone equipment, network, internet, etc.) used to access the Service, regardless of whether such means of communication are under its sole control or not (BYOD for example). Service Provider disclaims any and all liability in case of any failure or malfunction of such means.

d) Security of identifiers/passwords

The identifiers and passwords permitting access to the Service are strictly personal to each User and are nontransferable. Client shall be responsible for security and confidentiality thereof, and shall take the necessary organizational measures so that they are neither diverted nor compromised, nor permit access to the Service by an unauthorized third party.

It is specified that Service Provider does not store the passwords in cleartext, but only in encrypted format.

e) Exclusive purpose

The purpose of the Service is exclusively the digitization and processing of expense reports in the context of the professional activities of the Users designated by Client. Client agrees to refrain, and warrants that all of the Users shall refrain from using the Software for any other purpose, including the digitization and storage of unlawful content within the meaning of French law, and in particular section 6 of Act No. 2004-575 of June 21<sup>st</sup>, 2004 to promote trust in the digital economy, or any other content likely to infringe third-party rights. Client shall hold Service

Provider fully harmless from and against any breach of this commitment.

#### **4. Ownership**

The Documents are the exclusive property of Client. With the exception of the Documents, the contents available on the SaaS platform running the Service, regardless of their form: text, logo, trademark, photo, etc. (the “**Contents**”) are the exclusive property of Service Provider or of its successors. Client agrees not to re-use, modify or reproduce any Content, on penalty of infringement subject to civil and criminal penalties. Client warrants compliance by the Users with this prohibition.

#### **5. Automatic extension - Payment terms - Renewal**

The sums due for the Service are debited in advance from the bank card or the PAYPAL account provided by the Client in the following ways, which the Client acknowledges and accepts without reservation:

- For annual subscriptions, one month before the end of the current period.
- For monthly subscriptions, seven days before the end of the current period.

By default, the extension of the subscription is automatic. The customer can configure the extension methods by going to the "Parameters / advanced parameters / subscription" menu of his account.

#### **6. Price review**

Service Provider may review prices on a yearly basis, but any resulting increase may not exceed 3%.

#### **7. Termination due to breach**

If a Party fails to perform a material obligation for which it is responsible under this Agreement, the Party to whom performance is owed may serve notice of breach and opportunity to cure on the other Party. If, thirty (30) days after receipt by the other Party of the notice of breach and opportunity to cure, such breach has not been cured, the Party to whom performance is owed may give notice of termination of the Agreement to the other Party, by right and without any prior legal formalities being required.

#### **8. Reversibility – end of Agreement**

Reversibility comprises both expense metadata (date, amount, etc.) and the supporting files in PDF or image format.

Upon cessation of the Agreement for any reason whatsoever, at Client’s request:

- Within 3 months of the Agreement’s end date, the Documents and data associated with such Documents shall be returned to Client free of charge within 4 weeks of the request;
- For an additional 9 months, the return of the Documents is subject to payment of a quoted amount, capped at 25% of the amount of the annual invoice for the previous year.

Client acknowledges that beyond this period, Service Provider’s obligation to return the Documents is extinguished.

The Service Provider does not support any obligation relating to the preservation or readability of the Documents after the end of the Contract. It is the sole responsibility of the Client to take the appropriate measures in this regard.

Upon the instructions and at the prerogative of Client, Service Provider shall delete, anonymize, render illegible and/or return to Client all Documents in its possession.

In any event, after the end of the contract, the customer is solely responsible for the conditions under which he ensures the preservation of the Documents and their probative value.

#### **9. Personal data**

Each party undertakes to collect and process personal data in accordance with the regulations in force applicable to the Processing of this data, and in particular to regulation (EU) 2016/679 of April 27, 2016 (hereinafter "European regulation on the data protection "or" GDPR "), to law n ° 78-17 of January 6, 1978 as amended (hereinafter" Data Protection Act ").

Client, as the controller, entrusts to Service Provider, as the processor, the processing of personal data (“**PD**”) in relation to the expense reports managed by the Service in SaaS mode.

In the performance of the Agreement Service Provider, acting as a processor, agrees:

- a) to process the PD only as strictly necessary for performance of the services and on documented instructions from Client;
- b) to take all useful precautions to preserve the confidentiality and the security of the PD and in particular to prevent such PD being altered, damaged or disclosed to unauthorized third parties; more generally, Service Provider agrees to implement appropriate technical and organizational measures to protect the PD against

- accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure of, or access to, such PD; Service Provider agrees to ensure that these measures are respected by all persons processing PD under its responsibility;
- c) not to license, rent, assign or otherwise disclose to a third party all or part of the PD, free of charge or for a fee; However, if the Client has subscribed to the Service through a partner of the Provider, the PD of the Customer may be transmitted to the partner within the framework of this partnership;
  - d) not to use the PD for any purposes other than those contemplated in this Agreement, in particular for marketing, direct marketing or other purposes;
  - e) to erase the PD, at Client's request and as per its documented instructions;
  - f) to respond without undue delay to any request by Client in relation to the PD to permit the latter to take into account, within the imparted deadlines, any possible requests by data subjects (right of access, right of rectification, right of erasure, etc.);
  - g) to inform Client without undue delay:
    - ✓ of any request made by data subjects concerning the processing of their PD directly received by Service Provider;
    - ✓ of any request made by the French Data Protection Authority, CNIL or any other competent authority concerning the processing of PD on behalf of Client;
  - h) to cooperate with Client in case of any requisition, injunction or official notice issuing from CNIL or any other competent authority, involving the processing of PD, and assist Client in preparing the responses to be given to such authorities, as per the financial terms to be defined by the Parties;
  - i) to immediately inform Client in writing of any modification or change concerning it that may have an impact on the processing of PD carried out on Client's behalf;
  - j) not to sub-contract performance of the services to a third party without Client's prior written authorization;
- The Customer agrees in advance that the hosting services could be subcontracted to a third party, subject to compliance with

Article 7 (Hosting) and the prior information of the Client

- k) in case of authorized sub-contracting, to impose the same obligations as set forth in this section on its sub-processor pursuant to contractual clauses;
- l) not to transfer the PD outside the European Economic Area to a country that is not recognized by the European Commission as providing an adequate level of protection, in particular in case of hosting, without Client's prior authorization and without having given Client at least three (3) months' notice prior to the contemplated date of transfer (whether what is involved is the hosting of PD outside the European Economic Area or the provision of maintenance services when such services involve remote access to the PD), to permit Client to carry out any prior formalities required by law;
- m) If Service Provider has reasons to believe, or has become convinced that there has been a security breach, or a loss or alteration of the PD processed on behalf of Client, to:
  - ✓ notify that incident to Client without undue delay,
  - ✓ refrain from communicating about that incident,
  - ✓ assist Client in the taking of steps to put an end to that breach.

The Client may carry out or have carried out at his own expense by an independent auditor, at most once a year, an audit to verify that the Service Provider has implemented sufficient guarantees in terms of technical and organizational measures for the treatment to be performed in accordance with the Applicable Regulations and guarantees the rights of the persons concerned. The Client will compensate the Service Provider for the time spent by his staff to accompany the audit, which in no case may exceed a period of two working days.

The audit report and / or responses to the questionnaire will be analyzed by both Parties and any proven non-compliance will have to be corrected by the Service Provider within the deadline set by the Parties.

## 10. Confidentiality

"Confidential Information" means all information, data and documents of any nature provided by a Party to the other Party in the course of performance of this Agreement.

Confidential Information shall not include information (i) which was already publicly known on the date of disclosure to the beneficiary Party, and/or (ii) which was known to the beneficiary Party (as can be proven by that Party) prior to its disclosure, and/or (iii) which subsequently becomes publicly known after its disclosure to the beneficiary Party, but without any breach of this Agreement, and/or (vi) which is disclosed to the beneficiary Party by a third party who has free disposal thereof.

Each Party agrees not to copy, duplicate or distribute to any natural or legal person whatsoever, all or part of the other Party's Confidential Information without such Party's prior written consent.

Notwithstanding the foregoing, the Parties may disclose Confidential Information if legally required to do so, in particular to their auditors or to any administrative or judicial authority pursuant to a subpoena or other validly issued order, provided the Party required to make such disclosure gives the other Party reasonable advance notice.

The confidentiality obligation stipulated in this section shall apply for a period of 3 (three) years following the cessation of the Agreement for whatsoever reason.

### **11. Responsibility**

In case of fault by a Party in the performance of its contractual obligations hereunder, the other Party may obtain recovery of any direct damages it can prove having sustained. Under no circumstances shall the maximum aggregate liability per calendar year of Service Provider with respect to any and all claims exceed the amount invoiced by Service Provider during the previous 12 months.

The Parties expressly agree that Service Provider's liability cannot be incurred in the following cases:

- Non-compliance by Client with the terms of use of the Software defined in section 3
- Loss of information, in which case Service Provider's liability is limited to restoring the last backup;
- Failure or malfunction associated with Client's means of communication.
- Potential prejudices resulting from the non-compliance of the option "probative value archiving option" with the tax legislation applicable if the Client does not fall under a jurisdiction for which a legal opinion has been established.

### **12. Communication**

The Client authorizes the Service Provider to represent its logos and / or trademarks on its website and product brochures, as a commercial reference only and without further information relating to the Contract, during the term of the Agreement. Any other type of communication will be subject to the prior agreement of the Client.

### **13. Applicable law - Attribution of jurisdiction**

THIS AGREEMENT AND ITS INTERPRETATION ARE GOVERNED BY FRENCH LAW.

THE PARTIES SHALL STRENGTHEN, RESOLVE AMICALLY ANY DISPUTE RELATED TO THE INTERPRETATION AND / OR PERFORMANCE AND / OR VALIDITY OF THIS AGREEMENT

IN FAIL OF A FRIENDLY RESOLUTION, ANY LITIGATION ARISING FROM THIS AGREEMENT WILL BE EXCLUSIVE JURISDICTION OF THE PARIS TRIBUNAL DE COMMERCE NONOBTANT PLURALITY OF DEFENDANTS, CALL FOR GUARANTEE OR CONSERVATORY OR REFERRED PROCEDURE.

#### **Evidence agreement**

This Agreement is signed in natively electronic form.

The probative value of the Contract is insured in accordance with article 1366 of the Civil Code. The Client acknowledges and accepts that the Contract signed in natively electronic form has the same probative value and commits it in the same way as a contract in paper form.

SCHEDULE:Conditions applicable to the  
PROBATIVE VALUE ARCHIVING option

**IMPORTANT NOTICE**

**CLIENT ACKNOWLEDGES AND ACCEPTS THAT THE QUALITY OF THE DIGITALLY IMAGED RECORD, WHICH IS A FUNDAMENTAL FACTOR IN THE ACCEPTABILITY OF THE DOCUMENTS FOR THE TAX AUTHORITIES, IS OF ITS SOLE RESPONSIBILITY, SERVICE PROVIDER HAVING NO CONTROL OVER THE USERS.**

**CLIENT ACCORDINGLY AGREES TO TAKE ALL NECESSARY MEASURES TO INFORM USERS OF THE CORRECT WAY TO CREATE IMAGED RECORDS AND TO PROVIDE THEM WITH TRAINING IN THIS RESPECT, TO VERIFY THAT THE DOCUMENTS HAVE BEEN PROPERLY IMAGED, AND THAT THEY MEET ALL OF THE REQUIREMENTS IF THEY HAVE BEEN GENERATED USING A SOURCE OTHER THAN N2F (FOR EXAMPLE, A PDF INVOICE ADDED FROM THE WEB VERSION OF N2F), AND TO TAKE ALL NECESSARY CORRECTIVE MEASURES.**

**1) Methods of digital imaging**

Client agrees to inform Users of the need to **take good quality photos that faithfully render the supporting documents in terms of content, size, colors, proportions and legibility.**

More specifically:

- A photo must only pertain to one supporting document at a time;
- Any supporting document must be photographed in full;
- The photograph must be sharp (not blurry) and be perfectly readable to the human eye.

The same applies for Documents added from a computer or the photo gallery of a phone.

**2) Tests and control**

- The Customer declares and warrants that he is solely responsible for the calibration of the scanning devices used. The Customer can not in any way seek the responsibility of the Provider due to a lack of calibration of these devices.

- Client shall ensure during the verification or accounting entries phase the good quality of the imaging and in particular the presence of electronic supporting documents. N2F, due to its configuration, enables automated control of the presence of the electronic supporting document. However, as the configuration of this function can be adjusted by Client by category of expense, it is Client's responsibility to ensure that the configuration setting requires the presence of an electronic supporting document for all categories for which this is necessary and to double check the configuration during the accounting entries phase.

**3) Access control**

Client must define and implement access control, both on smartphones and on management tools.

Client agrees to require Users to use passwords that are sufficiently robust (minimum length, combination of numbers/letters, upper and lower-case characters and special characters, prohibition on using words in dictionaries, dates of birth, etc.).