

PROFESSIONAL SERVICES

1. INTERPRETATION

For the performance hereof, the following terms in both singular and plural form shall be construed as defined below. Capitalised terms not defined herein shall have the meaning ascribed to them in the Clause Interpretation of the Terms and Conditions.

"Deliverables" means the results obtained at the end of the Professional Services, including in particular documentary and IT deliverables depending on the type of services performed.

"Professional Services" means the provision of implementation services (such as integration and support) and/or training services in relation to the Service provided by Invoke. The Professional Services are described in Appendix 1 Commercial Proposal.

2. PURPOSE

The purpose of this document is to define the terms and conditions under which Invoke undertakes to provide to the Client the Professional Services referred to in the Commercial Proposal (appendix 1 of the Purchase Order).

This document is an attached document to the Software as a Service (SaaS) Terms and Conditions.

3. PROFESSIONAL SERVICES

3.1 General provisions

Invoke undertakes to provide the Professional Services under the conditions set out in Appendix 1 Commercial Proposal.

Invoke undertakes to provide the Professional Services in accordance with Good Industry Practice and to comply with the methodology specified in Appendix 1 Commercial Proposal.

The Client acknowledges and accepts that any modification he would like to make to the schedule of services of any of the Professional Services may generate additional costs or sums for Invoke, which will be borne by the Client.

3.2 Training

The content of the training courses is described in the educational content or training plans, which can be sent to the Client upon request.

3.3 Collaboration

The proper performance of the Professional Services requires active and ongoing collaboration between the Parties.

Therefore, each Party undertakes to:

- be actively involved in fulfilling its obligations;
- alert each other as soon as possible in the event of any difficulties and consult each other to determine the best possible solution to be implemented.

3.4 Invoke's personnel

Invoke undertakes to apply all legal and regulatory provisions that it is responsible for complying with regard to labour and social legislation and in particular to provide the Client, at his request, with all certificates that the latter may require.

The personnel of Invoke remains under the direction, control and responsibility of Invoke, which is responsible for its administrative, accounting and social management.

If Invoke's personnel is required to work on the Client's premises for the purposes of the execution of the Professional Services, Invoke undertakes to comply with the rules relating to safety and hygiene in force at the Client's premises, which the latter will have previously communicated to Invoke in writing. In that case, Invoke undertakes to give the necessary instructions to its staff so that they comply with the said rules.

3.5 Personal Data Processing

The applicable provisions on Personal Data protection are those set out in the Personal Data Processing document.

4. ACCEPTANCE OF PROFESSIONAL SERVICES

In the absence of specific provisions in the Commercial Proposal, the Client must, within three (3) Business Days of the completion of the Professional Services by Invoke, check that the Professional Services have been performed in accordance with their descriptions as set out in the Commercial Proposal.

At the end of this period, the Client must notify Invoke in writing of any non-conformity of the Professional Services with their descriptions by detailing it. Invoke will make its best efforts to correct the notified non-conformity, provided that the non-conformity is attributable to Invoke. In the absence of notification of non-compliance by the Client within the aforementioned period, the Professional Services will be deemed to have been accepted by the Client.

Invoke cannot be held liable in the event of a delay by the Client in the above-mentioned acceptance procedure, as well as in the event of non-conformity which is not exclusively attributable to Invoke.

5. OWNERSHIP

5.1 Ownership of the Deliverables

Invoke retains ownership of the Deliverables, including Invoke's standard documentation, Invoke's methodology and the parameterisation.

The Client shall be the owner of the documentary Deliverables produced by Invoke specifically for the Client's needs.

5.2 Know-how

Each Party shall remain the sole owner of the know-how that it possesses independently of the Purchase Order or that it acquires in the course of the performance of the Purchase Order and shall therefore remain free to use it. Invoke shall be free to perform similar services on behalf of other Clients. Neither of the Parties may claim any right whatsoever on the know-how of the other Party.