

## **SPECIAL CONDITIONS FOR PROJECT MANAGEMENT SERVICES**

### **1. Scope**

Along with the General Subscription Conditions and the Special Conditions for Software and Related Services, these special conditions define the contractual framework governing Linkfluence's intervention for optional Project Management Services (the "**Special Conditions for Project Management Services**").

For the purposes of these Special Conditions for Project Management Services, the following terms will, when starting with a capital first letter, take the meanings given to them in the Special Conditions for Project Management Services and, failing this, in the General Subscription Conditions and the Special Conditions for Software and Related Services.

### **2. Enforceability of Special Conditions for Project Management Services**

The Special Conditions for Project Management Services complete the General Subscription Conditions, the Special Conditions for Software and Related Services, and the Special Conditions for Reports and Analyses Services regarding Project Management Services.

These Special Conditions for Project Management Services shall prevail over the Special Conditions for Software and Related Services in the event that they contradict each other.

The Special Conditions for Project Management Services, the Special Conditions for Software and Related Services, the General Subscription Conditions and the Order Confirmation constitute the contract (the "**Service Contract**") binding the Customer and Linkfluence, drawn up on the date on which the Customer accepted the Order Confirmation (the "**Effective Date**").

### **3. Service**

The Service Provider provides the Customer with a support within a defined geographical area in order to deliver Project Management for Software Services and Related Services and implements such Services in the company's various entities (country, subsidiary, brand, division, BU, department, etc.) ("**Project Management Support**").

### **4. Person in charge of Project Management Support**

The Customer subscribes to Project Management Support through the Customer Success Manager and/or the Project Manager via the Order Confirmation, according to the definition of these terms in the General Subscription Conditions. Any Project Management Support service requested by the Customer initially results in the drawing up of procedures governing the intervention of the Customer Service Manager and/or Project Manager, the duration of their mission and their availability, under the conditions set out in the Order Confirmation within a proposal drawn up by the Service Provider (a "**Proposal**").

### **5. Proposal and order**

The Proposal will be sent to the Customer for acceptance, and will be valid for a period of one (1) month from the date on which it was sent. If the Service Provider does not receive the Customer's agreement within this period, the Service Provider reserves the right to revise the proposed price and implementation timeframe.

The practical terms for the provision, invoicing and payment relating to the Project Management Services are detailed in the Order Confirmation which shall summarise the terms of the selected Proposal.

#### **6. Delivering the Project Management Support Service**

The context, the objectives and duration of the Project Management Support are agreed upon mutual agreement of both Parties once the Project Management Support begins, and are formalised within a written support agreement (a "**Support Agreement**").

Nevertheless, the Service Provider reserves the utmost flexibility to choose the means for carrying out the Project Management Support it has been entrusted with, particularly the selection of partners and any subcontractors that may be required.

Should the provision of the Project Management Support, for any reason out of the Service Provider's control, prove impossible, or should it need to be postponed, the Service Provider shall notify and come to an agreement with the Customer on how to proceed. The Service Provider may not under any circumstances be held liable for this situation.

Should the Customer decide to modify the Project Management Support or the timeframes for its implementation, an Amendment shall be agreed upon by both Parties so as to specify the aforesaid modifications and their effects on the initially agreed invoicing.

#### **7. Service Provider's Obligations**

The Service Provider undertakes to make its best efforts to provide the Project Management Support in accordance with to the terms and conditions defined with the Customer and formalised in a Support Agreement.

#### **8. Customer's Obligations**

The Customer undertakes to:

- Enable the Service Provider to provide the Project Management Support under the best possible conditions;
- Provide the Service Provider with all the resources necessary to carry out its mission.

#### **9. End of Project Management Support**

At the end of the Project Management Support, for any reason whatsoever, the Service Provider shall return to the Customer all elements and information to which it might have had access in the context of its mission.