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FALINWA



SERVICE CONTRACT

Customer

Contractor: FALINWA FRANCE

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This SERVICE CONTRACT (this “Agreement” or this “Service Contract”), is made and entered into by and between:

A. **Customer**

and

- B. **Falinwa France**, a company organized and existing under the law of France and with a registered address located 8 Place St Sernin 31000 Toulouse, France, hereinafter the “Contractor”.

Whereas, Contractor and Customer desire to enter into a relationship in which Contractor will provide services and support for Odoo implementation in relation with the modules and functionalities described in the statement of work (as defined below).

Now, therefore, in consideration of the premises, and of the mutual promises and undertakings herein contained, the parties, intending to be legally bound, do hereby agree as follows:

I. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

- a) “Services” means any and all services specified in the Statement of Work (as defined below).
- b) “Deliverables” means any tangible property, including software media, and any paper and soft documents delivered to Customer under this Service Contract, as specified in the Statement of Work.
- c) “Project” means the combination of Services and Deliverables to be provided under this Agreement.

II. STATEMENT OF WORK

Contractor shall perform and deliver the Project as set forth in the Statement of Work issued against and subject to the terms and conditions of this Agreement.

The work which Contractor shall perform shall be specified in the Statement of Work--attached hereto as Attachment A--which will be written under the terms and conditions of this Agreement. The Statement of Work shall specify: (i) Description of Services and Deliverables, (ii) Project management and actors, (iii) Price, Invoicing and Payment Schedule.

III. TERM

The term of this Agreement is provided in Section IX below.

IV. TERMS OF PAYMENT

a. PRICE.

Projects will be performed on a firm fixed price basis or a time and materials basis, as indicated in the applicable Statement of Work. Any additional or unscheduled Services or Deliverables to be



provided by Contractor outside of the Statement of Work must be mutually agreed upon in writing signed by both parties hereto referencing this Agreement.

b. TAXES.

The project price does not include any taxes and Customer is responsible for all taxes (except taxes on Contractor's income) tariffs, and any similar charges imposed upon or related to the Services or Deliverables or their delivery or use. The tax-included price will be marked in Appendix c of this contract, and the project price and the total tax-included price are listed separately.

c. PAYMENT SCHEDULE.

Customer will receive invoices based upon the billing/payment schedule contained in the applicable Statement of Work. Invoices will contain a description of the Services or Deliverables provided. Invoices are due and payable within five days(5) to fifteen days(15) of Contractor's invoice date. Interest may be charged on all amounts unpaid from the first day of late payment without prior at the annual rate of 10 percent or the highest legal rate, whichever is lower. If any invoice is not paid when due, Contractor may suspend provision of Services and/or Deliverables without liability or penalty until final resolution of the matter.

V. DELIVERABLES

Except for commercial off-the-shelf type products where the license for such products is contained in the applicable Statement of Work, Customer shall have exclusive unlimited ownership rights to all deliverables developed under this Agreement. All of the foregoing shall be deemed to be work made for hire, except as hereafter specified, and belong to Customer, with Customer having the sole right to obtain, hold, and renew, in its own name or for its own benefit, patents, copyrights, registrations, or other appropriate protection.

Customer acknowledges that Contractor uses, or may develop hereunder, methods, concepts, code sequences, format, sequence structure, organization, menu command hierarchy, templates, masks, user interface, techniques, program organization, database structuring techniques, and the like (Contractor proprietary items) that are proprietary to Contractor. It is agreed that these Contractor proprietary items shall remain the sole and exclusive property of Contractor. Contractor grants Customer a perpetual, non-exclusive, paid-up license to use Contractor proprietary items subject to the following:

- a. Customer may use Contractor proprietary items solely in connection with the products purchased hereunder, for the purpose for which those products were originally purchased.
- b. Customer may not transfer, sell, or otherwise dispose of any Contractor proprietary items without the prior written consent of Contractor.
- c. This license gives no title or ownership rights of Contractor's proprietary items or related intellectual property to Customer.
- d. If software source code is delivered to Customer under this license, Customer agrees to keep the source code strictly confidential in accordance with Section 13 below. If software object code is delivered, Customer will not copy or modify the software or subject the software to any process intended to create computer source code from Contractor proprietary items.



- e. Customer agrees to retain or reproduce on all copies of any Contractor proprietary items all copyright notices and other proprietary legends and all trademarks or service marks of Contractor or any third party.
- f. Customer will have no rights to assign or sell the license granted herein to others.
- g. If Customer orders any commercial off-the-shelf type products, a separate licensing agreement shall be negotiated and shall become part of the applicable Statement of Work.
- h. Customer grants Contractor a perpetual non-exclusive, paid-up license to use all portions of the deliverables first developed by Contractor during the performance of this Agreement, not to include content or any material provided to Contractor by Customer.

VI. ACCEPTANCE

The Deliverables, if any, shall be deemed accepted by Customer upon completion of the following acceptance test:

- a. Immediately upon receipt of said Deliverables, Customer shall promptly perform testing of the Deliverables to confirm that the Deliverables perform in accordance with the documentation or other standards applicable thereto as set forth in the Statement of Work.
- b. Customer shall either promptly provide Contractor with written acceptance of the Deliverables, or deliver to Contractor a detailed written statement of nonconformities to be corrected prior to Customer's acceptance of the Deliverables. Unless otherwise agreed to in writing by the parties, Contractor will redeliver corrected Deliverables to Customer within a reasonable amount of time after receipt of such statement of nonconformities.
- c. Following redelivery of corrected Deliverables, a new acceptance test shall be immediately started by Customer. Any such written statement of nonconformities shall provide sufficient detail to enable Contractor to remedy the failure to conform to the Completion Criteria. If Customer fails to provide a written acceptance or a written statement of nonconformities within five (5) working days (this refers to the Chinese official holidays set by the Chinese governments, Saturdays and Sundays are not considered as working days.) of initial receipt of said Deliverables or such other mutually acceptable period as defined in the applicable Statement of Work, or within five (5) working days of re-delivery of said corrected Deliverables or such other mutually acceptable period, the Deliverables shall be deemed immediately accepted by Customer.

VII. CONDITIONS OF SERVICES

Section 1.01 No Soliciting or Hiring

Except where the other party gives its consent in writing, each party, its affiliates and representatives agree not to solicit or offer employment to any employee of the other parties, Customer, Contractor or Reseller, who is involved in performing or using the Services under this Agreement, for the duration of the Agreement and for a period of 12 months from the date of termination or expiration of this Agreement. In case of any breach of the conditions of this section that leads to the termination of said employee toward that end, the breaching party agrees to pay to the other party an amount of EUR (€) 30 000.00 (thirty thousand euros).



VIII. WARRANTIES AND REMEDIES

a. Contractor warrants deliverable functionality substantially as defined in the Statement of Work for a period of three hundred and sixty-five days (365) days following final delivery. Final delivery means, the delivery of the last module included in the contract (or all the modules in its entirety).

b. Contractor warrants that with respect to any Deliverable assigned by Contractor to Customer that Contractor has the right to transfer title to Customer.

c. Contractor further warrants that to its knowledge the Deliverables do not infringe any intellectual property right held by a third party.

d. Customer's sole and exclusive remedy and Contractor's only obligation for breach of the warranty hereunder will be, at Contractor's option, to correct any material errors in provision of Services or to replace or repair Deliverables which do not conform to the warranty.

In order for Customer to exercise this remedy (d), Customer must give Contractor written notice of such nonconformity within the warranty period, and Contractor must determine that any nonconformity did not arise due to any cause specified below. Contractor shall be given free and full access to deliverables to make corrections, and Customer shall promptly inform Contractor of any changes in the location of Deliverables during the warranty period. If this remedy is adjudged to have failed of its essential purpose, Contractor's total liability will be to refund the price paid to Contractor by Customer for the nonconforming Deliverables. The remedy provided by Contractor for breach of warranty does not include the following, which may be provided, at Contractor's sole option, at Contractor's then-current time and materials rates:

1. Repair of damage to Deliverables caused by Customer during unpacking.
2. Repair of damage caused by events beyond Contractor's reasonable control.
3. Repair of damage caused by Customer's improper installation, relocation, or rearrangement of Deliverables.

e. Except for the warranties stated in this Section, Contractor DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES AND DELIVERABLES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST NON-INFRINGEMENT. Contractor expressly does not warrant that the operation of Deliverables which are software shall be uninterrupted or error-free; or that Deliverables will operate on any system, or with any software, other than the system with which the Contractor tested such Deliverables. Contractor does not warrant any third-party software development tools. Contractor specifically does not warrant the accuracy of any technical or subject matter content of the courseware or software that is based upon information or direction provided by Customer.

IX. LIMITATION OF LIABILITY

The total liability of Contractor to Customer from any cause whatsoever, will be limited to the lesser of Customer's actual damages or the Project price paid to Contractor for those Services and Deliverables in a Project that are the subject of Customer's claim. In no event will either party be



liable for SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, including but not limited to loss of profits, revenues, data or power, damage to or loss of the use of products, damage to property, claims of third parties, including personal injury or death, suffered as a result of provision of Services or use of Deliverables.

X. TERMINATION

Customer reserves the right to terminate a Project in whole or in part, upon forty-five (45) days written notice to Contractor. In the event the Project is terminated by Customer prior to completion, Contractor shall use its best efforts to conclude or transfer the Project, as directed by Customer, as expeditiously as possible. Contractor shall not undertake further work, incur additional expenses, or enter into further commitments with regard to the Project after receiving such notice of termination from Customer, except as mutually agreed upon by the parties. In the event of termination of a Project as described above, Contractor shall be entitled to compensation as follows:

- a. All payments due and owing under this Agreement at the time of Contractor's receipt of the written notice of termination for work completed and in progress;
- b. Reimbursement for any non-cancelable services and commitments entered into by Contractor, in connection with the Project being terminated, provided Contractor provides Customer with documentation of completion of work or expenses incurred.

Termination of the Project shall not affect either party's obligations in connection with any other ongoing Projects and the rights and obligations of all non-terminating parties to the Agreement shall remain in full force and effect.

Failure by either party to comply in any material respect with any of its obligations in this Agreement shall entitle the other party to give notice to the party in default requiring it to cure such default. If such default is not cured within thirty (30) days after receipt of such notice, the notifying party shall be entitled to terminate this Agreement by giving notice of such termination to take effect immediately. The right of either party to terminate this Service Contract, as herein provided, shall not be affected in any way by its waiver of, or failure to take action with respect to, any previous default.

XI. DELAY OR SUSPENSION OF WORK

If Customer's acts or failure to act causes Contractor to delay or suspend performance of Services, Contractor and Customer will mutually agree to one of the following remedies:

- a. Contractor will use reasonable efforts to continue performance as practicable under the circumstances and Customer will continue to make all scheduled payments; or
- b. Contractor will re-assign personnel to extend Contractor's work schedule without liability, and Customer will pay all additional costs, if any.

Notwithstanding the above, Contractor shall have the right to invoice Customer for any work performed to date of suspension.

XII. CONFIDENTIALITY

Contractor and Customer acknowledge that during the course of the performance of a Project, information of a confidential nature may be disclosed between the parties. Such information, excluding the Deliverables and any other information incident to the Deliverables that a party



could reasonably be expected to be provided to the other party as contemplated hereunder, shall be considered confidential information (“Confidential Information”). Neither party has the right to disclose the Confidential Information of the other, in whole or in part, to any third party, and neither party will make use of the Confidential Information of the other for its own or a third party’s benefit or in any way use such Confidential Information other than for the purposes of performance of this Agreement without the prior written consent of the disclosing party. Each party agrees to take all steps reasonable to protect the other’s Confidential Information from unauthorized use and/or disclosure. The parties agree not to copy in whole or in part, any Confidential Information nor modify the same in any way without prior written consent from the other party. Neither party will be liable to the other for the disclosure of Confidential Information if, as shown by clear and convincing evidence, the Confidential Information:

(a) is generally known to the public at the time of disclosure by the disclosing party; or (b) becomes generally known to the public through no fault of the receiving party; or (c) was lawfully in the possession of the receiving party prior to signing this Agreement; or (d) is subject to applicable Belgian laws or a valid court order requiring disclosure of such Confidential Information.

In any judicial proceeding, it will be presumed that the Confidential Information in question constitutes protectable trade secrets of the disclosing party, and the receiving party shall bear the burden of proving that the Confidential Information was publicly or rightfully known or disclosed..

XIII. SUBCONTRACTING

Contractor may, at its option, subcontract work under a Statement of Work but Contractor’s use of subcontractors shall not affect its responsibilities under the applicable Statement of Work. Moreover, Contractor shall be fully responsible for work done by its subcontractors within the scope of the applicable Statement of Work as it is for work done by its own employees. Contractor shall have written agreement(s) with its subcontractors that contain, at a minimum, clauses that are the same as or comparable to the sections of this Agreement regarding ownership rights and confidentiality of Customer’s materials.

XIV. GENERAL TERMS

a. LAWS

This Service Contract shall be deemed to have been made, executed and delivered in Belgium and shall be construed in accordance with the laws of Belgium.

b. SEVERABILITY AND ASSIGNMENT.

The invalidity or unenforceability, in whole or in part, of any provision in this Agreement shall not affect in any way the remainder of the provisions herein. This Agreement may not be assigned by Customer without Contractor’s consent.

c. ENTIRE AGREEMENT.

This Agreement, together with any other materials referenced in or expressly made a part of the Agreement, constitutes the final and entire Agreement between Contractor and Customer and supersedes all prior and contemporary agreements, oral or written.



d. COUNTERPARTS.

The Parties hereto agree that facsimile signatures shall be as effective as if originals. This Agreement may be executed via facsimile in any number of counterparts, all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

The Customer:

The Contractor: SARL Falinwa France

Nicolas Rousseau-Chenu

A. APPENDIX: STATEMENT OF WORK

THIS STATEMENT OF WORK (this “Statement of Work”) is entered into by and between the customer and the contractor as described in the first pages of this contract.

a. Description of Services and Deliverables

The Customer will have a project manager, who will be an unique entry point for the Contractor in charge of the project management and the collaboration between Contractors’ consultant and Customer’s key users.

b. Project management and actors

To manage the project properly, the contract appoints the following actors:

- **Nicolas ROUSSEAU CHENU, Project Architect/Expert ERP Consultant/Expert Financial.**
 - Background: PhD in Financial Mathematics at Université Nice Sophia-Antipolis.
 - Standard hourly rate: 200€/hour.
- **Senior Odoo Consultant.**
 - Scope: intervention on configuration, studio and server actions.
 - Standard hourly rate: 125€/hour.

For information but without direct interventions on the project:

- **Senior Technical consultant (offshore):**
 - Scope: punctual intervention in case of technical issue on Odoo.sh or on a configuration / server actions.
 - Experience: senior technical consultant.
 - Standard hourly rate: 75€/hour.
- **Senior Functional consultant (offshore):**
 - Scope: Ticket support level 1 and level 2
 - Experience: senior functional consultant.
 - Standard hourly rate: 75€/hour.
- **Junior Technical consultant:**
 - Scope: punctual intervention for migration.
 - Experience: junior technical consultant.
 - Standard hourly rate: 50€/hour.

c. Order, Invoicing and Payment Schedule

Payment and Invoice milestone:

- Invoice schedule plan: monthly, based on consumed hours.
- Payment terms: Invoices are due seven days after issuing.

Customer shall pay the following fees and expenses if needed:

- Travel expenses which are not included in the fixed price will be invoiced at actual cost plus administrative burden or directly paid by the customer.