

OpenClassrooms - Terms and Conditions of Sale for Business

General Terms and Conditions of Sale

Preamble

OpenClassrooms is an online e-Education platform offering top quality, education-to-employment programs for learners worldwide, based upon projects, on-demand course options and personalized support. OpenClassrooms has developed a know-how and expertise of pedagogical engineering in the creation and dissemination of Massive Open Online Course (or MOOC) and online paths leading to the award of diploma or professional certification.

These General Terms and Conditions of Sale are applicable between OpenClassrooms, 10 Quai de la Charente, 75019 Paris - RCS 493 861 363 (hereinafter **OpenClassrooms**), and the client, private or public employer, wishing to access these Services for its learners so that they can be trained online (hereinafter the **Client**) and whose purpose is to define the conditions of sale and the conditions under which OpenClassrooms grants the Client, who accepts it, the non-exclusive and non-transferable right to use the courses and online training paths, part of the OpenClassrooms offer (hereinafter the **Service**) chosen by the Client.

These General Terms and Conditions of Sale apply to the full set of services offered by OpenClassrooms. THESE GENERAL TERMS AND CONDITIONS OF SALE ARE SUPPLEMENTED BY SPECIAL TERMS AND CONDITIONS APPLICABLE TO THE SPECIFIC SERVICES PROVIDED BY OPENCLASSROOMS TO THE CLIENT, WHICH ARE ANNEXED TO THESE GENERAL TERMS AND CONDITIONS OF SALE. All General Terms and Conditions, Special Terms, and Purchase Order will be together hereinafter referred to as the **Contract**.

The contractual relationship between the parties is formalized by the signature of a Purchase Order (as defined below). The signature of the Purchase Order implies prior, express and unreserved acceptance by the Client of these General Terms and Conditions of Sale and Special Terms and Conditions applicable to the Services, subject to the exceptions agreed between the Parties and specified on the Purchase Order. In that respect, the Client acknowledges having read and accepted these General Terms and Conditions of Sale and Special Terms and Conditions applicable to the Services at the time of placing the order. The Purchase Order is firm and final only after signature by a person duly authorized to do so by each of the parties.

In case of conflict or inconsistency between these General Terms and Conditions and the Special Terms, it is expressly agreed between the parties that, unless otherwise stipulated, the provisions of the Special Terms shall prevail over the General Terms.

The Client and OpenClassrooms (hereinafter individually the **Party** and collectively the **Parties**) undertake to fulfill their respective commitments in accordance with the terms of this Contract, which they acknowledge as firm and definitive.

Terms

The following terms, singular or plural, shall have the following meaning in this Contract:

Administrator Guide: Guide provided by OpenClassrooms to the Administrator of the Services during the onboarding of the Service.

Administrator of the Services: Person appointed by the Client as such at the time of the signing of the Purchase Order. An Administrator of the Service may be a Learner.

Course: Video resources, online reading, quizzes and exercises to help Learners achieve their learning goals;

Data: All documents and data of the Client, including all Personal Data created by a Learner or generated by the Platform during its use by Learners, stored on OpenClassrooms servers and accessible only by the Client's Learners. The Data is and remains the property of the Client.

Duration of the Service: Period during which the Service is operational;

Employer Success Team: The OpenClassrooms team in charge of the deployment of the Service and the support to the Client when using the Service;

Learner: Person employed or under the responsibility of the Client accessing the Services using the Client equipment.

Path: An online education experience that includes projects, courses, and mentoring sessions. Learners who complete a path usually receive a State-recognized diploma in France;

Platform: Digital platform of the Web type and/or mobile application allowing access to the Service and its use;

Provision of the Service: Date on which the Service is operational;

Purchase Order: Document describing the Service(s) ordered by the Client, signed by the Client and accepted by OpenClassrooms.

Article 1 - Description of the Services

The Client acknowledges having knowledge of the features offered by the Service and represents that these features meet its needs. The Client also acknowledges that it is aware of all the technical characteristics required by the Service and represents it is suitable with its information systems.

1.1 Rights granted by OpenClassrooms to the Client

Throughout the duration of the Contract, OpenClassrooms undertakes to provide the Client with the following services, all of which form the Service:

- A Learner license for the Services for the number of Learners listed in the Purchase Order;
- Access via the Platform to the Services corresponding to the license subscribed;
- A 24/7 availability of the Service, save scheduled maintenance periods, subject to a 7-day prior notice by email to the Client (those maintenance operations should last between 1 to 4 hours maximum per maintenance and are carried out when traffic on the Platform is the lowest, it being agreed that these figures are indicative only);
- Backup of Client Data relating to the Service, it being specified that this Data will be kept only as long as needed for the purposes for which they are intended, in accordance with the legal requirements, and in accordance with the Privacy Policy available on the OpenClassrooms website;
- Provision of the "Employer Success" support service on a best effort basis: Access to Learners support and related services; access to support services for the deployment and use of the service as defined in the conditions of the "Employer Success" service plan subscribed by the Client in the Purchase Order, if applicable.

1.2 Corrective maintenance and new versions

Throughout the duration of the Contract, OpenClassrooms undertakes to perform all corrective maintenance of the Service.

All new versions of the Platform and content will be posted as soon as they become available. It is expressly agreed that only the most recent versions will be available to the Client.

Article 2 - Provision of Services

Depending on the services ordered by the Client, the provision of Services requires the active collaboration of the Client and the transmission to OpenClassrooms of information, such as the contact details (email, address and telephone number) of the project manager, of the administrator, or those of the concerned employees, as well as any other information of the same type as may be requested by the Employer Success team from time to time.

The Client undertakes to appoint an Administrator of the Service/Project Manager and to communicate the contact details of such administrator at the time of signing of the Purchase Order.

The Services will be made available to the Client using the Client equipment. Each Learner is assigned login credentials. The login credentials open rights defined according to the training of each Learner. These rights are allocated only for the duration of the OpenClassrooms training. These login credentials are strictly personal, they must in no case be communicated to a third party including another Learner. It is specifically the sole responsibility of the Client to define the security rules and conditions of access to the Services by Learners. OpenClassrooms cannot, under any circumstances, be held liable if an unauthorised third party accesses the Services.

Article 3 - Use of the Services

The Services are used by the Client under its sole control and responsibility, for its own needs. The Client shall be entirely and solely liable for the vetting of the Learners, in particular the fulfillment of the prerequisites for any given training by the selected Learners. Learners must be registered on the Platform as Learners for the implementation of the Service and therefore undertake to comply with the OpenClassrooms [Terms of Use](https://openclassrooms.com/en/terms-conditions) (openclassrooms.com/en/terms-conditions).

Article 4 - Development/Modification of Services by OpenClassrooms

In order to ensure the development of each Service or maintain its level of quality, OpenClassrooms may adapt and/or modify content, as well as certain operational modalities for the provision of said Services. Accordingly, OpenClassrooms undertakes to develop its Services in order to keep up with technological advances and may take any action, including but not limited to, taking down some courses, in view of constantly guaranteeing a quality of Service that complies with applicable standards, improving the performance, availability and reliability of the Services.

Article 5 - Duration and Termination

5.1 Duration for the Services

The dates of the Services are indicated in the contractual agreement between the Parties.

5.2 Termination

In the event of breach by either Party of its essential obligations incumbent upon it by virtue of the Contract, not remedied within thirty (30) days after the non-breaching Party has sent a formal notice to perform by registered letter with acknowledgment of receipt, the non-breaching Party may terminate the Contract, without prejudice to any claim for damages.

The Client understands and agrees that upon termination of this Contract, any amounts owed under this Contract by the Client will be immediately due and payable, save the following cases: termination for breach as provided in this article and in force majeure event described in Article 12.

5.3 Effects of Termination

Upon expiration or termination of the Contract, for any reason whatsoever, the Service will be disconnected. OpenClassrooms will return to the Client or delete or have deleted all Data related to the Service sixty (60) days after the expiry or termination of the Contract. Before such deletion, and upon request of the Client within thirty (30) days after the expiry or termination of the Contract, the records and other Data relating to the Client will be transferred to the Client.

Article 6 - Extension of Services upon Client's request

The extension and/or renewal of the Services depends on the Special Terms and Conditions applicable to the Services concerned.

Article 7 - Financial conditions

7.1 Price

The prices of the Services are indicated in the Purchase Order and any subsequent amendment to the Purchase Order or in a new Purchase Order if any.

Any price indicated elsewhere than in the Purchase Order (commercial documents, price list, quote etc.) is given as an indication and can be modified at any time and without notice.

7.2 Taxes

The price is established and calculated excluding taxes and is increased by the duties and taxes applicable on the day of invoicing.

The Client understands and agrees that all prices indicated in the Purchase Order do not include any withholding taxes or other amounts required to be withheld by the Customer under any applicable law. If applicable, payments by the Client to OpenClassrooms shall be increased with the amount to be withheld by relevant authorities in the residing country of the Client.

7.3 Billing

The Service will be invoiced annually in advance. Unless agreed otherwise by the Parties, OpenClassrooms will send the invoice by email to the email address of the billing contact indicated by the Client and mentioned on the Purchase Order. Any change of billing address must be notified to OpenClassrooms by registered letter with acknowledgement of receipt at least thirty (30) days before the change becomes effective.

7.4 Payment

The Client shall pay to OpenClassrooms an upfront payment of 100% of the total annual amount upon signature of the Contract, and thereafter on each anniversary date of the execution, within thirty (30) days from the date of issue of the corresponding invoice. Such payment shall be non-refundable and non-creditable against any other payments due hereunder.

Payments to be made by bank transfer. Unless otherwise specified in the Purchase Order, invoices are due thirty (30) days from their date of issue. If applicable, any down payment invoice is payable upon receipt.

7.5 Late payment

In accordance with Articles L. 441-10 and D. 441-5 of the French Commercial Code, failure to pay an invoice when due automatically entails, in addition to penalties for late payment, an obligation for

the debtor to pay a lump sum compensation of 40€ for recovery costs, without prejudice to the application of the provisions of article 1231-6 of the Civil Code.

In the event that the recovery costs incurred exceed the amount of the compensation fixed, OpenClassrooms may request additional compensation equal to the costs incurred.

Without prejudice to the foregoing provisions and to the right for OpenClassrooms to terminate the Contract, in the event of any late payment exceeding thirty (30) days, OpenClassrooms is entitled to automatically suspend the supply of the Service without prejudice to any penalty, damages, and interests that OpenClassrooms could claim. For the avoidance of doubt, such suspension shall not relieve the Client of its obligation of payment.

Article 8 - Liability

OpenClassrooms undertakes to perform the Services in accordance with the state of the art, in compliance with applicable legal and regulatory provisions.

OpenClassrooms shall not be held liable for damages resulting from errors due to Data, any input by the Client of incorrect documents or information or any omission by the Client of information, Data and documents necessary for the proper performance of the Services.

The Parties expressly agree that OpenClassrooms shall solely be liable in the event of a proven fault. OpenClassrooms cannot be held liable for any damage suffered by the Client due to:

- to any interruption of the Services independent of the control of OpenClassrooms;
- to misuse of the Services by the Client;
- to any incident or interruption of the Services caused by an incident/failure occurring on the Client's equipment;
- to errors or omissions in the content posted online as part of the Service;
- to a suspension of Service or the termination of the Contract as a result of a use of the Services that infringes third parties' rights or violates any applicable rules and laws.

OpenClassrooms shall in no event be responsible for any indirect damage suffered by the Client under the Contract, such as any commercial loss, loss of customers, loss of orders, commercial disturbances whatsoever, loss of profit, loss of revenue, damage to image or reputation or for any claim made against the Client by a third party.

The maximum aggregate liability of OpenClassrooms to the Client under or in connection with the Contract for the direct losses suffered by the Client, on all grounds combined, shall be limited to the amount actually paid by the Client for the Service during the six (6) months prior to the date of occurrence of the chargeable event for which the liability of OpenClassrooms has been proven, minus all costs incurred by OpenClassrooms or its subsidiaries for the performance of the Service.

OpenClassrooms cannot be held responsible for the non-execution or delays in the performance of the Services due, in full or in part, to the Client's fault or to the occurrence of a case of force majeure as defined in Article 12 or any other case beyond OpenClassrooms' control preventing the normal performance of the Services.

Article 9 - Intellectual property

The content of the Courses and Paths is the property of OpenClassrooms and that of our partners. OpenClassrooms does not grant the Client any intellectual or industrial property rights during the provision of the Services.

The contents of Courses and Paths published on our Platform is subject to one of the following Creative Commons licenses, as indicated under the submitted content:

- the Creative Commons license "CC BY-NC-SA 4.0 (or its previous 2.0 version)" known as "Attribution - No Commercial Use - Share Alike 4.0 " which allows the modification and adaptation of the content for non-commercial purposes, on condition only that the name of the author is mentioned and that the resulting creation is distributed under the same license as the original. For more information on the content of the CC BY-NC-SA 4.0 Creative Commons license,

the Client is invited to click on the following link: <https://creativecommons.org/licenses/by-nc-sa/4.0/legalcode.en>;

- the Creative Commons license "CC BY-SA 4.0 (or its previous 2.0 version)" known as "Attribution - Share Alike 4.0" allows the modification and adaptation of the content for commercial purposes, provided only that the name of the author is mentioned and that the resulting creation is distributed under the same license as the original. For more information on the content of the CC BY-SA 4.0 Creative Commons license, the Client is invited to click on the following link: <https://creativecommons.org/licenses/by-sa/4.0/legalcode.en>.

OpenClassrooms owns the Platform, including but not limited to its technical, graphical, textual aspects, as well as other components, except the data provided by Learners. In particular, the Platform is accessible by means of software and databases designed and developed by OpenClassrooms, which belong to it or over which it has intellectual property rights.

Nothing in this Agreement shall be construed as granting to the Client any right, title and interest in and to OpenClassrooms' Platform, Administrator Guide, Courses, its contents, its components or the brands, logos, and visuals of OpenClassrooms. Any reproduction, imitation or total or partial unauthorised representation of its trademarks, logos, and distinctive signs constitutes a copyright infringement, on which grounds the infringing party may face civil and criminal prosecution.

The Client is only entitled to use the Service, subject matter of this Contract, in accordance with these General Terms and Conditions of Sale. The Client undertakes to indemnify OpenClassrooms and/or its affiliates for any loss resulting from the infringement by the Client of any of their intellectual property rights.

Article 10 - Confidentiality

The Parties undertake to treat the information communicated under this Contract between them as confidential and not to disclose it to third parties, unless upon prior written approval of the disclosing Party. This confidentiality obligation will be effective between the Parties for two (2) years after the expiry date of this Contract, whatever the reason.

The above undertaking shall not apply to information and documents (i) which have fallen into the public domain for any reason other than the violation of this Article, (ii) are already in the possession of the Party concerned at the time of communication by another Party, or (iii) where, after communication by another Party, such documents and information are received from a third party authorized to disclose them, (iv) are to be produced where necessary, only before the courts, any supervisory authority or before the representatives of tax and social security authorities empowered to obtain such communication.

Article 11 - Personal data

For the purposes of this article, terms beginning with a capital letter shall have the meaning assigned to them by General Data Protection Regulation No. 2016/679.

11.1 Processing Activities as a Processor of the Client

The performance of the Services may involve the Processing of Personal Data by OpenClassrooms. As part of the Services, OpenClassrooms carries out the Processing activities defined below as a Processor of the Client, who acts as the Data Controller. Depending on the Services provided, the Processing activities carried out by OpenClassrooms have the following characteristics:

- Nature of the processing: collection, recording, organization, structuring, storage, consultation, use, disclosure by transmission, dissemination or otherwise making available, erasure or destruction.
- Purpose of the Processing:

The sharing of Personal Data between the Parties to:

- (i) enable them to carry out the Service under the conditions of the Contract; and

- (ii) allow OpenClassrooms to deliver training to the Learners and comply with its obligations under the Contract.
- Type of Personal Data: gender, name, surname, date of birth, email, picture, video, address, phone number, customer number, education, employment & professional activity data, communication with individuals (meeting, call, chat, email, interview, notes, feedback, etc.), digital activity data (e.g. cookies, number of connections, etc.).
- Data Subjects: Learners.

11.2 Obligations of the Parties

OpenClassrooms and the Client acknowledge that they are fully aware of all applicable legal requirements regarding the protection of Personal Data and undertake to comply with them.

The Client is responsible for the management of any requests from data subjects for the exercise of their rights under the applicable data protection law. It is the responsibility of the Client to inform its employees of the various Data Processing implemented by OpenClassrooms in relation to the Contract and the rights they may exercise over its data, in particular by inviting them to consult the [Privacy Policy](#) available at any time on the OpenClassrooms website.

The Client is informed that in the course of performance of the Contract, OpenClassrooms may have to use sub-processors, that may be based outside the European Economic Area (EEA). In such event, any international transfer of Personal Data will be carried out using all appropriate guarantees, in compliance with the applicable data protection legislation.

As Data Controller, the Client guarantees the lawfulness and compliance of the Personal Data Processing activities entrusted to OpenClassrooms. As a Processor, OpenClassrooms undertakes to:

- process the Personal Data only for the purpose(s) necessary for the performance of the Services, in accordance with the Client's instructions documented in this clause. Any additional instructions must be documented in writing. OpenClassrooms informs the Client if it considers an instruction to be contrary to the applicable regulations it may suspend the relevant Processing pending confirmation by the Client of the disputed instruction.
- adopt appropriate technical and organizational measures to guarantee the integrity, security, availability and confidentiality of the Client's Personal Data;
- notify the Client of any Data Breach as soon as possible after becoming aware of it and attach to this notification any relevant documentation (may be in phases) in order to enable the Client, if necessary, to notify the Breach to the competent Control Authority and/or the Data Subjects;
- assist the Client in answering, to the extent possible, to requests submitted by the Data Subjects pursuant to their Data protection rights and in notifying them without delay of requests received directly;
- ensure compliance with the applicable regulations in case of transfer of Client's Personal Data outside the European Economic Area;
- only hire sub-processors with adequate guarantees and to sign a written contract with each sub-processor imposing on the latter obligations identical to those set out in this article. When the sub-processing covers core Processing operations, OpenClassrooms undertakes to inform the Client in advance in writing, the latter being able to present its legitimate objections within a period of ten (10) days from the date of receipt of the information. For the avoidance of doubt, the sub-processing of ancillary Processing operations, such as technical means, does not require any information to the Client;
- restrict access to the Client Personal Data only to persons authorized who have been bound by confidentiality and have previously had the necessary training relevant to their work;
- at the choice of the Client and subject to the conditions of Article 5.3, return to the Client at the end of the Service or destroy copies of the Data stored in a data protection compliant manner and confirm such destruction upon request. This obligation is without prejudice to the data kept by OpenClassrooms to meet regulatory requirements or protect OpenClassrooms' interests in the event of a dispute with the Client concerning the Services.

OpenClassrooms has appointed a Data Protection Officer in charge of data protection. The Client is invited to send any request to the following address: by email to data-protection@openclassrooms.com or by post to: OpenClassrooms - Data Protection Officer 10 Quai de la Charente, 75019 Paris, France. The Parties agree that all notifications related to Personal Data shall be addressed to the Data Protection Officer of OpenClassrooms and to the Client Administrator of the Services, unless the Client has appointed a Data Protection Officer. The contact details of such client data protection representative and any change must be notified without delay to OpenClassrooms. OpenClassrooms cannot be held liable for any damage suffered as a result of recipients and/or contact details that are incorrect and/or not updated by the Client.

Article 12 - Force Majeure

OpenClassrooms cannot be held liable for any delay or non-performance of the Contract resulting from a case of force majeure, as usually defined by law and case law. The occurrence of such an event shall suspend any obligation of OpenClassrooms during the force majeure event.

Expressly, are considered as force majeure events, besides those usually retained by the case law of the French courts: total or partial strikes, lockouts, bad weather, epidemics, earthquakes, fires, blackouts. By way of example, any governmental or legal restrictions, legal or regulatory modifications of the forms of marketing, total or partial blocking of the means of telecommunications, as well as a breakdown of the Platform or any occurrence at the OpenClassrooms hosting provider of a breakdown and any other case beyond the control of the Parties and preventing the normal performance of the Contract - shall be considered by the Parties as a case of force majeure.

The occurrence of a case of force majeure suspends the performance of the Contract. If the Service remains suspended due to a case of force majeure beyond a period of three months, the Contract shall automatically be terminated for the portion of the Service concerned, unless otherwise agreed by the Parties.

Article 13 - General provisions

13.1 No implied waiver

Failure to rely at any time on any of the provisions of the Contract shall not be construed to or imply OpenClassrooms' final waiver of its rights hereunder and shall in no way affect the validity of the Contract, in whole or in part and will not affect the rights of OpenClassrooms to act accordingly.

13.2 Severability

If any provision of this Contract is or becomes invalid, illegal, void or unenforceable following any law, regulation, or final decision of a competent court, it shall be deemed to be unwritten. The remainder of provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13.3 Entire agreement and assignment

This Contract (i) constitutes the entire agreement between the Parties as to its purpose and supersedes all previous agreements, warranties, representations, promises or arrangements between them, whether written or oral, relating to its subject matter. In particular, the terms and conditions of purchase or any similar document issued by the Client, as well as any pre-contractual document shall be null and void; (ii) may only be modified in writing and; (iii) may not be assigned to a third party by the Client, in whole or in part, directly or indirectly, by any means whatsoever, including the effect of a merger, partial transfer of assets or any other universal transfer of assets. The Client is informed that all the rights and obligations of OpenClassrooms under the Contract, may be transferred to a third

party, it being understood that the entity taking over the Contract will be holding the same rights and obligations as OpenClassrooms.

13.4 Notifications

Any notice hereunder must be sent to the other Party at the address indicated in the Purchase Order, or such other address as the recipient may have indicated, by registered letter with acknowledgment of receipt and will be deemed to have been served on the date of receipt of the said registered letter.

13.5 Headings

The headings herein are for convenience only and may not be used to supplement or interpret this Contract.

13.6 Collaboration

The Parties undertake to cooperate in good faith for the proper performance of this Contract.

Specifically, each Party undertakes to inform the other of any difficulty that it may face in the course of performance of this Contract, in order to resolve them as soon as possible, thereby contributing to the success of all services.

13.7 Client reference

The Client authorises OpenClassrooms to include its corporate name and/or distinctive signs on a list of commercial references communicated to the public, in particular on the Platform and in the commercial documentation of OpenClassrooms.

Article 14 - Applicable Law and Dispute Resolution

This Contract shall be governed by and construed in accordance with the laws of France. The Commercial Court of Paris, regardless of an appeal in guarantee or plurality of defendants and subject to the public policy provisions which may apply, shall have the exclusive jurisdiction to settle any unresolved dispute and any dispute relating to the interpretation and performance of this Contract.

APPENDIX 1

SPECIAL TERMS AND CONDITIONS

APPLICABLE TO SPARK SERVICES

ARTICLE 1 - Description of the Services

SPARK allows managers to identify the talent among their existing workforce that is willing to reskill or upskill in order to change positions in the company.

The existing talent optimization services include, the following services, according to the Purchase Order:

1.1 For Purchase Orders from 10 up to 99 licenses

- Access to up to 3 team dashboards on OpenClassrooms to push courses from our catalog to their teams;
- Where applicable, certificates of completion for courses for end Learners;
- Access to usage stats per Learner;
- Initial courses recommendation from OpenClassrooms;
- Introduction webinar for account administrators;
- Support available Monday to Friday;
- Review call 2x a year to optimize usage with the system administrator;
- Administrator Guide for account administrators to help them manage their community of Learners;
- Quarterly newsletter for system administrators
- Administrator licences within the following limits:
 - 1 Administrator licence for 10 to 24 Learners
 - 2 Administrator licences for 25 to 49 Learners
 - 3 Administrator licences for 50 to 74 Learners
 - 4 Administrator licences for 75 to 99 Learners

2.2 For Purchase Orders of more than 100 licenses

- Access to up to 10 team dashboards on OpenClassrooms to push courses from our catalog to their teams;
- Certificates of completion for all courses for end Learners;
- Access to usage r stats per Learner;
- Introduction webinar for account administrators;
- Support available Monday to Friday;

- Administrator Guide for account administrators to help them manage their community of Learners;
- Quarterly newsletter for system administrators;
- Configuration workshop to define a quarterly courses push calendar tailored to the end Learners needs;
- Quarterly team pages update according to the predefined calendar;
- Introduction webinar for Learners(employees) at the start of the services;
- Review call every quarter to optimize usage with the system administrator;
- Assigned customer service manager;
- Up to 5 Administrator licenses

ARTICLE 2 - Provision of the Services

Spark is available between five (5) working days and ninety (90) days maximum after the signing of the Contract and subject to the receipt by OpenClassrooms of the email address of the administrator designated by the Client for the Services.

Notwithstanding the provisions of article 6 of this Appendix, the Client, through its administrator access, can add and remove Learners, to the extent allowed by the maximum number of subscribed Learners.

ARTICLE 3 - Obligation of the Parties

OpenClassrooms undertakes to respect any provision of the services schedule indicated in the Purchase Order, subject to any subsequent modification agreed with the Client and/or any delay due to Client's response time to OpenClassrooms' requests.

The Client commits to pay OpenClassrooms the agreed upon price pertaining to the Services at the due date, as set in the Purchase Order and detailed in Article 4 below.

The Client acknowledges that it is solely responsible for identifying the objectives pursued, for making technical, functional, organisational or financial choices and for taking into account the challenges of its own organisation and the business imperatives that must be observed. In this respect, the Client undertakes, in particular to:

- clearly express needs and constraints and verify that OpenClassrooms' proposals correspond to them;
- provide any document, instruction or information necessary for understanding and providing the Services;
- verify the accuracy and completeness of the information provided;
- check the compliance with obligations relating to its computer system (equipment, security, etc.);
- remove any ambiguity or imprecision in the expression of its expectations as soon as it becomes aware of them;
- ensure the cooperation of all its stakeholders and mobilise the necessary resources for the execution of the Services;
- proceed to the reception of activity reports and use for internal analysis;
- comply with any agreed deadlines included in the Purchase Order and/or the Terms and Conditions.

The Client acknowledges that OpenClassrooms' Services are not exclusive and that OpenClassrooms may render similar services to other persons and entities.

The Client understands and agrees that OpenClassrooms will not be responsible for any consequences whatsoever that result from any action of the Client in following or declining to follow any advice or recommendation of OpenClassrooms. It is agreed that the Services provided under these Special Terms and Conditions are consulting only and any decision-making regarding the Client's business, including without limitation whether or not to follow any advice by OpenClassrooms, is solely the responsibility of the Client.

ARTICLE 4 - Financial conditions

4.1 Price

The price of the Services is indicated in the Purchase Order. The price corresponding to additional Learners in the current period is calculated in proportion to the remaining duration until the anniversary date of the current period.

The price for the Services may be revised annually on each anniversary date. In the event of renewal of the Contract, and where the pricing for the Services results from a calculation involving a quantity and a unit price, any change in the applicable unit price will be communicated by OpenClassrooms to the Client at least three months before the date such price change becomes effective.

4.2 Billing

The invoices for the Service will be issued five (5) working days maximum after the date of signature of the Contract.

If additional Learners are added during a period, the invoice will be issued as soon as the Service is made available to such additional Learners.

Any invoice issued by OpenClassrooms must be paid by the Client within thirty (30) days from the date of invoice. In case of late payment, and in addition to the penalties provided for in the Terms and Conditions and without prejudice to any other course of action, OpenClassrooms may suspend or terminate all Services in progress until receipt of full payment of overdue invoices. The Client shall not be entitled to withhold or defer payment of any amount due to OpenClassrooms even in the event of a dispute or claim.

Article 5 - Duration

The Contract shall remain in effect for an initial period of twelve (12) months (**Initial Period**) from the date of signature. At the expiration of the Initial Period or any Extension Period thereof, it will be automatically renewed for successive periods of twelve (12) months each (**Extension Period**).

At the end of each 12-month period (Initial Period or Extension Period), each Party shall be entitled to terminate the Contract, subject to a 3-month prior notice from the date on which a registered letter with acknowledgement of receipt is sent to the other Party notifying it of its intention to terminate the Contract.

Article 6 - Extension of Services upon Client request

The Client may request that the Service be made available to additional Learners during the Initial Period or an Extension Period. Such extension of scope is subject to an additional Purchase Order signed by the Client and accepted by OpenClassrooms.

It is specified that the additional Learners are subject to the same duration and renewal conditions applicable to the Learners of the Initial Period or of an Extension Period, if applicable. The pricing and billing terms applicable are those set out in Article 4 of these Specific Terms and Conditions.

APPENDIX 2

SPECIAL TERMS AND CONDITIONS

APPLICABLE TO BOOST SERVICE

ARTICLE 1 - Description of the Services

The Boost Service allows managers to upskill their employees in a short time so they can stay up-to-date on the latest technologies and gather the required competencies for their job.

Standard services

- Decision Maker / Project Manager Onboarding
 - Kick Off meeting
 - Set-up of the path for all the Learners
- Learners Onboarding: materials sent via email
- Customer Support
 - Phone & Email - 8am-8pm Monday-Thursday / 8am-7pm Friday
 - Help Center & FAQ
- Employer Success
 - Access to the Employer Success Team
- List of programs available in OpenClassrooms catalog to form “competencies block” from a path
- 1 on 1 weekly videoconference mentorship session with a dedicated mentor
- Competencies validation through project defence sessions
- Access to Student Success services for any non technical question
- A Certificate of competencies delivered when all projects are validated
- Access to community forums, allowing discussions with all Learners and mentors

Gold service (for cohorts with a minimum of 15 Learners)

Objectives

The goal of the Gold Services, linked to cohorts, is to provide a more personalized customer care approach to our clients to cover for them more services.

Gold service is comprised of all the standard services listed above, as well as the following services listed below:

- Decision Maker / Project Manager Onboarding
 - Project framing
 - Onboarding session of 1 hour
- Learners Onboarding
 - Onboarding Webinar

- Reporting
 - o Monthly Learners Progression qualitative reports
- Program management
 - o First month: weekly review call
 - o From the second month, monthly Review call

ARTICLE 2 - Provision of the Services

The Boost service provision comes in two steps:

- (i) Path reservation - Access to the selected Path, including individual mentoring services, is reserved at the date of signature of the Contract;
- (ii) Path schedule - The Path starts from the date indicated in the Purchase Order.

ARTICLE 3 - Obligation of the Parties

OpenClassrooms undertakes to respect any provision of the services schedule indicated in the Purchase Order, subject to any subsequent modification agreed with the Client and/or any delay due to Client's response time to OpenClassrooms' requests.

The Client:

- shall work fairly and actively with OpenClassrooms and in particular to provide or grant easy access to any Data OpenClassrooms may need in order to perform its obligations under the Contract, subject to such disclosure being permitted; and
- shall pay OpenClassrooms in due course the agreed price for the Services as indicated in the Purchase Order and as detailed above in Article 7 "Financial conditions" of the General Terms and Conditions of Sale.

ARTICLE 4 - Cancellation - Reimbursement

4.1 Cancellation and change policies

OpenClassrooms will not entertain any cancellation requests by the Client. Subject to a 48-hour prior notification in writing to OpenClassrooms, Learner replacement will be allowed up to the start date of the Boost services. For the avoidance of doubt, no Learner replacement will be accepted by OpenClassrooms after the start date of the services.

Up to the start date of the Boost services, any change request for another Boost program made by the Client will be entertained by OpenClassrooms, it being agreed that such change may be subject to a fee adjustment and a new Purchase Order issuance, depending on the price of the new Boost program. For the avoidance of doubt, no change will be accepted by OpenClassrooms after the start date of the service.

With regards to 1 on 1 video conference mentorship sessions with a dedicated mentor, the Learner shall complete such a session one at a time and they cannot be cumulated in any manner whatsoever. Requests for modification or cancellation will ONLY be considered by OpenClassrooms if received in writing 24 hours in advance.

4.2 Reimbursement

The Client acknowledges and accepts that all sums already paid are non-refundable (except in the event of termination for breach of OpenClassrooms, under article 5.2 of the General Terms and Conditions), including but not limited to, where a Learner has completed its training before the end date indicated in the Purchase Order.

For the avoidance of doubt, the price agreed to by the Parties remains due by the Client in full.

Article 5 - Duration

The Contract shall enter into force from the date of signature and shall expire at the end of the last Service provided to the Client under the Purchase Order.

The Reservation Service of the selected Path is activated on the date of signature of the Contract.

The Boost service takes effect only as of the start date indicated in the Purchase Order and ends on the end date indicated in the Purchase Order. These dates are binding and cannot be changed unless a new Purchase Order superseding or completing the previous Purchase Order is signed by the Client and accepted by OpenClassrooms.

Article 6 - Extension of Services upon Client request

The Client may request in writing no later than fifteen (15) working days before the expiration of the initial term stated in the Purchase Order to extend the duration for additional term(s).

Unless otherwise specified, such an extension is possible for a period of one (1) month at least and must be recorded through an additional Purchase Order signed by the Client and accepted by OpenClassrooms.

APPENDIX 3

SPECIAL TERMS AND CONDITIONS

APPLICABLE TO PIVOT SERVICE

ARTICLE 1 - Description of the Services

The Pivot Service is comprised of the following features:

Standard services

- Access to projects
- 1 on 1 weekly visioconference mentorship sessions with a dedicated mentor
- Competencies validation through project defence sessions
- Access to community forums, allowing discussions with all other Learners and mentors
- Access to Student Success services for any non technical question
- Enterprise Contact Onboarding (Decision Maker / Project Manager)
 - o Onboarding Pack
- Learners Onboarding: materials sent via email
- Customer Support
 - o Phone & Email - 8am-8pm Monday-Thursday / 8am-7pm Friday
 - o Help Center & FAQ
- Program management
 - o Follow-up call at mid and end contract
- Employer Success
 - o Access to the shared Employer Success team
- When applicable, issuance of a State-recognised diploma upon completion of all projects and subject to the jury's decision

Gold service (for cohorts with a minimum of 5 Learners)

Objectives

The goal of the Gold Services, linked to cohorts, is to provide a more personalized customer care approach to our clients to cover for them more services.

The Gold service is comprised of the standard services listed above, as well as the additional features as follows:

- Enterprise Contact Onboarding (Decision Maker / Project Manager/Tutors)
 - o Project Framing
 - o Onboarding session of 1 hour
- Learners Onboarding
 - o Dedicated Onboarding Webinar
- Reporting
 - o Dashboards - Real time progression
 - o Monthly Learners Progression qualitative reports
- Program management
 - o Monthly Review call
 - o Quarterly Steering committee
- Employer Success
 - o Assigned Employer Success Manager

ARTICLE 2 - Provision of the Services

The Pivot service provision comes in two steps:

- (i) Path reservation - Access to the selected Path, including individual mentoring by a mentor is reserved at the date of signature of the Contract;
- (ii) Path schedule - The Path starts from the date indicated in the Purchase Order.

ARTICLE 3 - Obligation of the Parties

OpenClassrooms undertakes to respect any provision of the services schedule indicated in the Purchase Order, subject to any subsequent modification agreed with the Client and/or any delay due to Client's response time to OpenClassrooms' requests.

The Client:

- shall work fairly and actively with OpenClassrooms and in particular to provide or grant easy access to any Data OpenClassrooms may need in order to perform its obligations under the Contract, subject to such disclosure being permitted; and
- shall pay OpenClassrooms in due course the agreed price for the Services as indicated in the Purchase Order and as detailed above in Article 7 "Financial conditions" of the General Terms and Conditions of Sale.

ARTICLE 4 - Cancellation - Reimbursement

4.1 Cancellation and change policies

OpenClassrooms will not entertain any cancellation requests by the Client. Subject to a 48-hour prior notification in writing to OpenClassrooms, Learner replacement will be allowed up to the start date of the Pivot services. For the avoidance of doubt, no Learner replacement will be accepted by OpenClassrooms after the start date of the Pivot services.

Up to the start date of the Pivot services, any path change request made by the Client will be entertained by OpenClassrooms, it being agreed that such Path change may be subject to a fee adjustment and a new Purchase Order issuance, depending on the price of the new Path. For the avoidance of doubt, no Path change will be accepted by OpenClassrooms after the start date of the service.

With regards to weekly 1 on 1 visioconference mentorship sessions with a dedicated mentor, the Learner shall complete such a session one at a time and they cannot be cumulated in any manner whatsoever. Requests for modification or cancellation will ONLY be considered by OpenClassrooms if received in writing 24 hours in advance.

4.2 Reimbursement

The Client acknowledges and accepts that all sums already paid are non-refundable (except in the event of termination for breach of OpenClassrooms, under article 5.2 of the General Terms and Conditions), including but not limited to, where a Learner has completed its Path before the end date indicated in the Purchase Order.

For the avoidance of doubt, the price agreed to by the Parties remains due by the Client in full.

ARTICLE 5 - Duration

The Contract shall enter into force from the date of signature and shall expire at the end of the last Service provided to the Client under the Purchase Order.

The Reservation Service of the selected Path is activated on the date of signature of the Contract;

The Path service takes effect only as of the start date indicated in the Purchase Order and ends on the end date indicated in the Purchase Order. These dates are binding and cannot be changed unless a new Purchase Order superseding or completing the previous Purchase Order is signed by the Client and accepted by OpenClassrooms.

Article 6 - Extension of Services upon Client request

For the Pivot Service, the Client may request in writing no later than fifteen (15) working days before the expiration of the initial term stated in the Purchase Order to extend the duration for additional term(s).

Unless otherwise specified, such an extension is possible for a minimum period of three (3) months and must be recorded through an additional Purchase Order signed by the Client and accepted by OpenClassrooms.