



## France -Additional Jurisdiction Specific Terms

### 1. Local Law Requirements – France

For Customers domiciled in France, the following provisions apply:

- i. The following is added to Section 3.3, '**Late Payment**':

"Late payments are subject to the European Central Bank refinancing rate plus ten percent, together with €40.00 recovery costs."

- ii. Section 4.3, '**Warranty Disclaimers**' is deleted and replaced as follows:

**"4.3 Warranty Disclaimers.** THE WARRANTIES AND REMEDIES OFFERED TO CUSTOMER IN CASE OF CONTRACTUAL BREACH BY PROS (UNDER ARTICLE 1217 OF THE FRENCH CIVIL CODE) ARE LIMITED TO THOSE EXPRESSLY SET FORTH IN THIS SECTION 4 AND IN SECTION 4 OF THE PROFESSIONAL SERVICES SUPPLEMENT, AND MORE GENERALLY IN THESE TERMS, AND ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES GIVEN BY PROS AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, PROS MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PROS DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE WILL BE ERROR FREE OR UNINTERRUPTED."

- iii. Section 6.2, '**Exclusions**' is amended by deleting all references to "special or incidental", "exemplary" and "punitive" damages in Section 6.2(d).

- iv. The following new Section 6.4, '**Risk Allocation**' is added:

**"6.4 Risk Allocation.** These Terms allocate the risks between PROS and Customer. The fees set forth herein and/or in the applicable Order(s) and SOW(s) reflect this allocation of risk and the limitations of liability."

- v. Section 7.2, '**Feedback**' is amended by replacing the reference to a perpetual license with reference to a license for a term of 20 years.

- vi. The following new paragraph is added to the end of Section 9.2, '**Termination for Cause**':

"For the avoidance of doubt, a breach of a party's obligations with respect to Professional Services shall not by itself constitute a breach of its obligations with respect to the Subscription Service. Notwithstanding the provisions of Article 1186§2 of the French Civil Code, any Order or SOW issued hereunder, and not terminated pursuant to this Section 9.2 shall remain in full force and shall continue for the term stated therein (unless otherwise terminated in accordance with these Terms)."

- vii. Section 11.4, '**Injunctive Relief**' is deleted.

- viii. Section 11.5, '**Force Majeure**' is amended such that a "Force Majeure Event" will be as defined by Article 1218 of the French Civil Code.

- ix. The following new Section 11.15, '**Change in Circumstances**' is added:

**"11.15 Change in Circumstances.** Each party hereby accepts the risks linked to an unforeseeable change in circumstances which would render performance of these Terms excessively onerous, contrary to Article 1195 of the French Civil Code."

- x. The definition of "**Willful Misconduct**" in Section 12 is deleted.

- xi. Section 4.2 of the Professional Services Supplement, '**Warranty Disclaimers**' is deleted and replaced as follows:

**"4.2 Warranty Disclaimers.** THE WARRANTIES AND REMEDIES OFFERED TO CUSTOMER IN CASE OF CONTRACTUAL BREACH BY PROS (UNDER ARTICLE 1217 OF THE FRENCH CIVIL CODE) ARE LIMITED TO THOSE EXPRESSLY SET FORTH IN THIS SECTION 4 AND CONSTITUTE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY PROS WITH RESPECT TO THE PROFESSIONAL SERVICES AND DELIVERABLES. PROS MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PROFESSIONAL SERVICES OR THE DELIVERABLES INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW."