

DESCRIPTION OF ADDITIONAL ON-CALL SERVICES
AKANEA DEVELOPPEMENT
APPENDIX TO THE GENERAL TERMS AND CONDITIONS,

The Customer has acquired the rights to use the Software Package indicated in the Purchase Order, said Software Package being marketed in licence, limited use, or SaaS mode as the case may be.

As part of the support services to which it has subscribed either under a software package maintenance agreement, under an agreement for use and assistance of the software packages of the Publish, under the general terms and conditions of SaaS services, or in any other agreement providing a telephone support service for maintenance agreements (hereinafter “Main Agreement”), the Customer wished to subscribe to an optional on-call service to obtain, in particular, a wide range of support after having received the information useful for its decision-making in accordance with Articles 1112 *et seq.* of the French civil code.

In order to be entitled to this option, the Customer must have subscribed to a Main Agreement.

The purpose of this appendix is to describe the various on-call options to which the Customer may subscribe.

As part of the on-call service, the Customer shall be entitled to the services described in article 1 under the conditions and within the working hours defined in article 2, depending on the subscribed on-call option.

If the Customer subscribes to the Publisher’s **Morning On-Call** offer, it shall be entitled to the services described in article 1 under the conditions defined in article 2.1.

If the Customer subscribes to the **Morning On-Call** offer, it shall be entitled to the services described in article 1 under the conditions defined in article 2.2.

If the Customer subscribes to the **Weekend On-Call** offer, it shall be entitled to the services described in article 1 under the conditions defined in article 2.3.

If the Customer subscribes to the **24/7 On-Call** offer, it shall be entitled to the services described in article 1 under the conditions defined in article 2.4.

1. Description of “On-call” Additional Maintenance Services

Provision of telephone technical support relating to the Software Package in the event of:

- Inability to connect or blocked applications
- Inability to print
- No EDI received
- Inability to use TPs (scan guns, PDAs, etc.)

2. Conditions of Delivery of “On-call” Additional Maintenance Services

2.1 Morning On-Call Offer

The Customer shall be entitled to the services described in article 1 during the following service times: Monday to Friday, between 1:00 a.m. (mainland France time) and the “standard” support opening time described in said Main Agreement, depending on the level of maintenance ordered.

2.2 Night On-Call Offer

The Customer shall be entitled to the services described in article 1 during the following service times: Monday to Friday, after the closing time of the “standard” support described in said Main Agreement according to the ordered level of maintenance, until 1:00 a.m. (mainland France time).

2.3 Weekend On-Call Offer

The Customer shall be entitled to the services described in article 1 on Saturdays and Sundays between 8:00 a.m. and 6:00 p.m. (mainland France time).

2.4 24/7 On-Call Offer

The Customer shall be entitled to the services described in article 1 24 hours a day from Monday to Sunday (seven days a week).

3. Invoicing Duration

The services covered by this appendix shall enter into force on the date of signature of the Purchase Order concerned.

They shall be invoiced on a prorated basis, for the remaining annual period of the Main Agreement, and shall be renewed under the conditions described in said Main Agreement.

4. Provisions

All the provisions of the Main Agreement not modified by this Appendix remain applicable. In the event of any contradiction between the terms of the Main Agreement and those herein, the latter shall take precedence.