

**DESCRIPTION OF MAINTENANCE SERVICES**  
**AKANEA DEVELOPPEMENT**  
APPENDIX TO THE GENERAL TERMS AND CONDITIONS

The Publisher offers its support and maintenance services relating to the Software Package as part of three offers: **Essential** Support, **Evidence** Support, and **Comprehensive** Support.

Unless otherwise stated in the Purchase Order, the **Essential** Support services shall be those provided by default to the Customer.

If the Customer subscribes to the Publisher's **Essential** Support offer, only the services described in Articles 1.1.1 below shall be provided.

If the Customer subscribes to one of the Publisher's **Evidence** Support or **Comprehensive** Support offers, it shall also be entitled to the additional services described in Article 1.1.2 or 1.1.3.

Furthermore, the Publisher also offers maintenance services on Adaptations that are described in Article 1.2 below. These services shall only be performed as long as the Customer expressly subscribes to them according to the financial conditions appearing in the Purchase Order.

## **1.1 - Software Package Maintenance**

### **1.1.1 Essential Support Offer**

#### **a) Essential Support**

For the maintenance of the Software Package, the Publisher shall provide technical and functional support through a team of technicians and specialists.

Except for public holidays and exceptional days when the Publisher is closed, and except in cases of force majeure as defined in Article 11 hereof, the hours of intervention of this support team shall be Monday to Friday, 9:00 a.m. to 12:00 p.m. and 2:00 p.m. to 6:00 p.m. (Paris time).

The Publisher reserves the right to change its working hours and shall notify the Customer of the new working hours by any means at its discretion.

In order to receive support, the Customer must contact the Publisher's team of technicians during the support hours by telephone on the number previously communicated to it or connect to the Publisher's Web Assistance portal, available 24 hours a day, 7 days a week at the URL provided to the Customer at the time of the order. This portal allows trained Users to report Anomalies or any requests for support.

The Publisher undertakes to respond to the Customer's request within a maximum of eight (8) working hours from the Customer's call recorded by the Publisher's team of technicians or the entry of the Customer's declaration on the extranet.

The Response Time for an Anomaly or a request for support refers to the time necessary for the assignment of one of the Publisher's workers to handle the request sent by the Customer. The response to the Anomaly or the request by the Publisher's support team shall be conveyed by a Customer callback or an email from the Publisher.

The Customer shall provide the Publisher with any requested element in order to qualify the Anomaly or the request.

Software Package maintenance includes the following services:

- Access to the Publisher's remote maintenance service. This remote maintenance service shall be performed exclusively within the framework of the Publisher's procedure available from the Publisher.

The version of this procedure in force at the time of the signing of this Agreement shall be sent to the Customer after the signing hereof.

- The provision of Corrective Updates and Minor Updates to the Software Package subject to the provisions of this article. The need to implement an Update shall be decided unilaterally by the Publisher in view of legal and technological developments.

- Access to a Software Package knowledge certification program permitting a centralised assessment of their ability to use software.

Any exchange of programs or data between the Customer and the Publisher must comply with the media standards in force at the Publisher at the time of dispatch.

Updates must be installed by competent persons at the Customer's site after they have been tested in a test environment identical to that in which the Software Package is used.

In order to enable the Publisher to perform the remote maintenance service and identify the incident, the Customer undertakes to allow the Publisher to have remote access to the hardware on which the Software Package is installed or with which it is used.

In the event of an incident, if the Customer was unable to implement the solutions recommended by the Publisher or if the Publisher was unable to identify the incident, the Publisher shall propose to the Customer an on-site intervention if it deems this necessary and after attempting remote intervention via the remote maintenance service. Any on-site intervention shall be invoiced for the time spent on the basis of the rate in force at the time of the intervention. The Customer shall remain responsible for travel and possibly accommodation expenses, justified by supporting documentation, with the understanding that any day started shall be invoiced for the whole day.

The Customer undertakes to provide the Publisher with an office, the initial documentation provided by the Publisher, and any subsequent updates, the possibility of questioning one or more competent members of the Customer's staff who have experienced the problem in question, and free access to the machine where the incident occurred, as well as free use of the machine time and memory space necessary to correct said incident.

This Agreement covers exclusively French territory including the French overseas departments and territories. It is limited to maintenance at the Customer's site indicated in the Special Terms and Conditions. In the event of a site relocation or a change of machine, the Customer must inform the Publisher in writing before the relocation or change in question.

#### **b) Optional Services**

Under the "Essential" Offer, the Customer, in addition to the maintenance services described in point a) above, may subscribe to the following optional services:

- 2-hour Top Priority (Response Time):

For any Anomaly reported to the Publisher by the Customer, via the Publisher's Web Assistance portal or via the telephone services, the Publisher undertakes to respond to said Anomaly within two (2) working hours.

- Verification and Maintaining in Operational Condition

In the event of a loss of configuration of access to the server by a workstation, the Publisher shall carry out a remote maintenance intervention to ensure its reconfiguration within a limit of 5 workstations per year. In addition, one of the Publisher's technicians shall take preventive initiatives on the Customer's server every 6 months in order to check the disk capacity, the database (space, index, fragmentation), and the backup (active and consistent).

- On-Call Technical Support:

Provision of extensive telephone support on the Software Packages to resolve certain defined technical issues.

- Support review meeting:

Analysis of requests for interventions to the Publisher's support team. On this occasion, a quarterly report shall be drafted and presented during a telephone meeting. The report shall be accompanied by statistics and a set of recommendations aimed at maintaining and improving the Customer's performance.

- Customisation service

On the basis of the Publisher's catalogue of services, the Customer may choose a service hours package.

- E-learning

The Customer may access, via the Internet, an online training platform consisting of videos and visual learning materials and revisions on the key functions and new features offered in the Software Packages.

- Expertise and Proximity Agreement (CEP)

In order to ensure continuous improvement of the use of the Software Packages, the Publisher offers to make available at the Customer's operating site the expertise of a consultant designated as the primary contact for optimal use of the Software Packages.

These optional services may be available to Customers having subscribed to the "Essential" Support offer under the pricing conditions described in the Special Terms and Conditions at the time of their request and may be ordered at any time throughout the duration of this agreement. As such, these optional services shall be invoiced separately.

If the Customer has not used all of its annual services after an annual maintenance period, these services cannot be carried forward to the following year.

### 1.1.2 Evidence Support offer

#### a) Evidence Support

As part of the "Evidence" offer, the Publisher provides the Customer with the following services:

- Telephone support hours (Paris time): Monday to Friday, 8:30 a.m. to 12:30 p.m. and 2:00 p.m. to 6:00 p.m., except for public holidays and exceptional days when the Publisher is closed and except in cases of force majeure as defined in Article 11 hereof. The Publisher reserves the right to change its working hours and shall notify the Customer of the new working hours by any means at its discretion. In order to receive support, the Customer must contact the Publisher's team of

technicians during the support hours by telephone on the number previously communicated to it or connect to the Publisher's Web Assistance portal, available 24 hours a day, 7 days a week at the URL provided to the Customer at the time of the order. This portal allows trained Users to report Anomalies or any requests for support.

- Access to the Publisher's remote maintenance service. This remote maintenance service shall be performed exclusively within the framework of the Publisher's procedure available from the Publisher.

The version of this procedure in force at the time of the signing of this Agreement shall be sent to the Customer after the signing hereof.

- The provision of Corrective Updates and Minor Updates to the Software Package subject to the provisions of this article. The need to implement an Update shall be decided unilaterally by the Publisher in view of legal and technological developments.

- Access to a Software Package knowledge certification program permitting a centralised assessment of their ability to use software.

- 4-hour Priority Support (Response Time):

For any Anomaly reported to the Publisher by the Customer, via the Publisher's Web Assistance portal or via the telephone services, the Publisher undertakes to respond to said Anomaly within four (4) working hours.

- Support review meeting:

Analysis of requests for interventions to the Publisher's support team. On this occasion, a quarterly report shall be drafted and presented during a telephone meeting. The report shall be accompanied by statistics and a set of recommendations aimed at maintaining and improving the Customer's performance.

- Verification and Maintaining in Operational Condition

In the event of a loss of configuration of access to the server by a workstation, the Publisher shall carry out a remote maintenance intervention to ensure its reconfiguration within a limit of 5 workstations per year. In addition, one of the Publisher's technicians shall take preventive initiatives on the Customer's server every 6 months in order to check the disk capacity, the database (space, index, fragmentation), and the backup (active and consistent).

- Customisation service

On the basis of the Publisher's catalogue of services, the Customer may choose a service hours package. To this end, it has a credit of three (3) hours of service.

- E-learning

The Customer may access, via the Internet, an online training platform consisting of videos and visual learning materials and revisions on the key functions and new features offered in the Software Packages.

#### b) Optional Services

Under the "Evidence" Offer, the Customer, in addition to the maintenance services described in point a) above, may subscribe to the following optional services:

- 2-hour Top Priority (Response Time):

The Publisher undertakes to respond to the Customer's request within two working hours from the Customer's call recorded by

the Publisher's team of technicians. Under the Evidence offer, the customer has one (1) free 2-hour Top Priority call.

- 1-hour Priority Support (Response Time):  
The Publisher undertakes to respond to the Customer's request within one working hour from the Customer's call recorded by the Publisher's team of technicians.

- On-Call Technical Support:  
Provision of extensive telephone support on the Software Packages to resolve certain defined technical issues.

- Expertise and Proximity Agreement (CEP)  
In order to ensure continuous improvement of the use of the Software Packages, the Publisher offers to make available at the Customer's operating site the expertise of a consultant designated as the primary contact for optimal use of the Software Packages.

These optional services may be available to Customers having subscribed to the Comprehensive Support offer under the pricing conditions described in the Special Terms and Conditions at the time of their request and may be ordered at any time throughout the duration of this agreement. As such, these optional services shall be invoiced separately.

If the Customer has not used all of its annual services after an annual maintenance period, these services cannot be carried forward to the following year.

### **1.1.3 Comprehensive Support offer** **a) "Comprehensive" support**

As part of the "Comprehensive" offer, the Publisher provides the Customer with the following services:

- Telephone support hours (Paris time): Monday to Friday, 8:30 a.m. to 12:30 p.m. and 1:30 p.m. to 6:00 p.m., except for public holidays and exceptional days when the Publisher is closed and except in cases of force majeure as defined in Article 11 hereof. The Publisher reserves the right to change its working hours and shall notify the Customer of the new working hours by any means at its discretion. In order to receive support, the Customer must contact the Publisher's team of technicians during the support hours by telephone on the number previously communicated to it or connect to the Publisher's Web Assistance portal, available 24 hours a day, 7 days a week at the URL provided to the Customer at the time of the order. This portal allows trained Users to report Anomalies or any requests for support.

- Access to the Publisher's remote maintenance service. This remote maintenance service shall be performed exclusively within the framework of the Publisher's procedure available from the Publisher.

The version of this procedure in force at the time of the signing of this Agreement shall be sent to the Customer after the signing hereof.

- The provision of Corrective Updates and Minor and Major Updates to the Software Package subject to the provisions of this article. The need to implement an Update shall be decided unilaterally by the Publisher in view of legal and technological developments.

- 2-hour Priority Support (Response Time):  
For any Anomaly reported to the Publisher by the Customer, via the Publisher's Web Assistance portal or via the telephone

services, the Publisher undertakes to respond to said Anomaly within two (2) working hours on the basis of 80% of calls.

- Access to a Software Package knowledge certification program permitting a centralised assessment of their ability to use software.

- Annual technical review meeting at the Customer's request in agreement with both parties.  
On this occasion, a technician conducts a remote audit of use of the Customer's IT environment and provides it with technical review presenting recommendations and areas for improvement of its environment following meeting.

- Technical security services  
At the customer's request, the Publisher intervenes by remote maintenance to reinstall and restart the Software Package or the peripheral solutions installed by the Publisher, in accordance with the technical prerequisites of the initial installation, according to the terms and conditions available from the Publisher.

- Verification and Maintaining in Operational Condition  
In the event of a loss of configuration of access to the server by a workstation, the Publisher shall carry out a remote maintenance intervention to ensure its reconfiguration within a limit of 5 workstations per year. In addition, one of the Publisher's technicians shall take preventive initiatives on the Customer's server every 6 months in order to check the disk capacity, the database (space, index, fragmentation), and the backup (active and consistent).

- Customisation service  
On the basis of the Publisher's catalogue of services, the Customer may choose a service hours package. To this end, it has a credit of six (6) hours of service. For services ordered beyond the credit mentioned above, these optional services shall be invoiced separately.

- E-learning  
The Customer may access, via the Internet, an online training platform consisting of videos and visual learning materials and revisions on the key functions and new features offered in the Software Packages.

### **b) Optional Services**

Under the "Comprehensive" Offer, the Customer, in addition to the maintenance services described in point a) above, may subscribe to the following optional services:

- On-Call Technical Support:  
Provision of extensive telephone support on the Software Packages to resolve certain defined technical issues.

- Expertise and Proximity Agreement (CEP)  
In order to ensure continuous improvement of the use of the Software Packages, the Publisher offers to make available at the Customer's operating site the expertise of a consultant designated as the primary contact for optimal use of the Software Packages.

These optional services may be available to Customers having subscribed to the Comprehensive Support offer under the pricing conditions described in the Special Terms and Conditions at the time of their request and may be ordered at any time throughout the duration of this agreement. As such, these optional services shall be invoiced separately.

If the Customer has not used all of its annual services after an annual maintenance period, these services cannot be carried forward to the following year.

### 1.2 Maintenance of Adaptations

The Customer may subscribe to the Publisher's maintenance services for Adaptations, expressly mentioned in the Purchase Order. These services supplement the maintenance services of the Software Package and are subject to an additional annual fee in the amount indicated in the Purchase Order.

The Adaptation maintenance services include exclusively:

- The correction of Anomalies duly identified in the Adaptations,
- A remote maintenance service handling the maintenance of the Adaptations;
- Maintenance support on the Adaptations.

For any use of maintenance services, the Customer shall report to the Publisher via the Web Assistance portal any anomalies observed in the use of the Adaptations, describing the event in a dialogue sheet and, if necessary, commenting on them on the telephone. The Publisher shall handle the Anomalies, carry out their diagnosis, make the necessary corrections where applicable, and inform the Customer of its diagnosis and actions.

### 1.3 EXCLUSIONS

The Software Package maintenance service does not include:

- The supply of a New Product
- The costs of installing the provided Updates and the necessary travel;
- The work made necessary on the Adaptations by the installation of the Update, unless the Customer subscribes to the additional maintenance service for Adaptations, under the conditions defined in Article 3.2.4 and subject to the payment of the corresponding additional fee as defined in the Special Terms and Conditions;
- Any work or supplies not explicitly mentioned in this Agreement, including training of the Customer's staff by telephone;
- Maintenance concerning future versions, modules, options, or products that the Publisher provides under separate additional licences.

The Publisher shall not provide maintenance services in the following cases:

- Anomalies that the Publisher cannot reproduce on the current standard version;
- Request for intervention on N-2 and earlier versions of the Software Package;
- Use of the Software Package not in accordance with the Documentation and, in particular, the Customer's failure to follow the backup procedures recommended by the Publisher;
- Non-accessibility or unavailability of the equipment on which the Software Package is installed or with which it is used, not permitting the performance of remote maintenance services;
- Continued operation of the Software Package without the Publisher's consent following an incident;
- Modification of the Software Package by the Customer or a third party without the Publisher's consent;

- Change of all or part of the hardware or peripheral software making them subsequently incompatible with the Software Package, without the Publisher's prior written consent;
- Failure of the computer, its peripherals, or the Customer's network preventing normal operation of the Software Package;
- Any work or supplies not explicitly mentioned in this Agreement, including training of the Customer's staff by telephone and changes to configurations and settings.

**1.3.1** The maintenance service for Adaptations does not include:

- Updates to the Adaptations;
- Handling the work made necessary as a result of the change of all or part of the hardware, a change in configuration, or a significant modification of the basic software;
- Configuration of the Adaptations and modifications of states of the Adaptations;
- Additional work following the relocation of machines to another site or a change of staff;
- Work following the compliance upgrade of the Adaptations with a new version of the Software Package;
- Correction of data;
- Crystal Reports, queries, or processing developed by the Customer internally or by a third party, unless they were the subject of an appropriation phase;
- Telephone support, with exchanges between the Parties to be carried out through dialogue sheets.