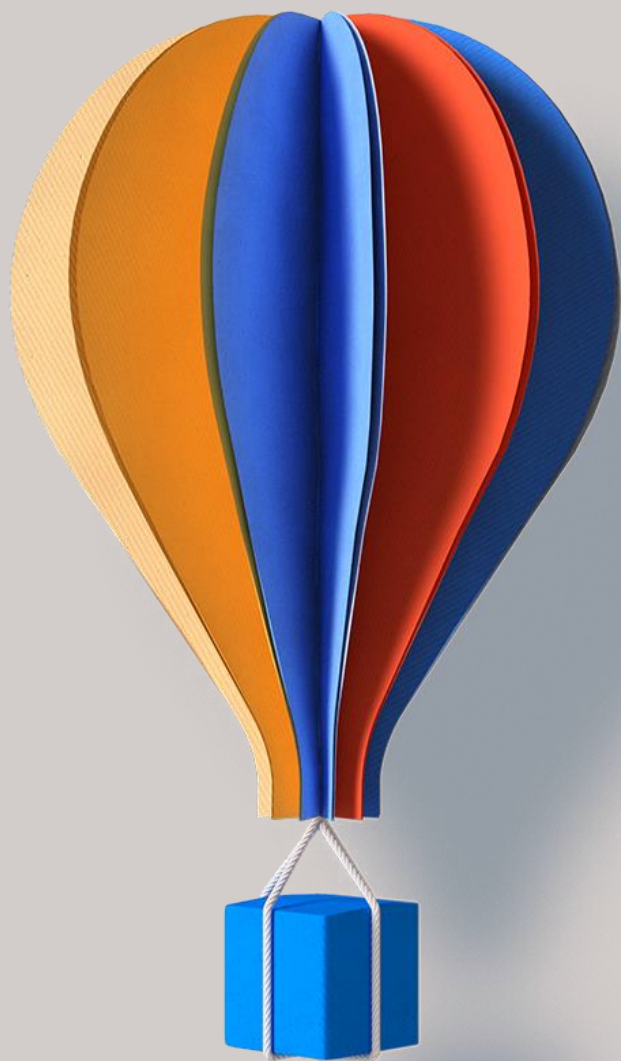


cegid



Service Manual

CEGID Notilus

www.cegid.com/fr/produits/cegid-notilus/

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ARTICLE 1: PURPOSE

This Service Manual, which forms an integral part of the Agreement, describes the specific provisions applicable to the Services, which take precedence over the general provisions of the Agreement in the event of contradiction and/or supplement the general provisions of the Agreement.

ARTICLE 2: DEFINITIONS

The terms defined below have the following meanings in the singular and plural alike:

Administrator: refers to the natural persons appointed by the Client to be the only contact persons for CEGID authorised to carry out specific operations relating to accessing and processing Client Data. CEGID must be notified of any change of Administrator.

Error: refers to a defect, malfunction or non-conformance, that CEGID is able to reproduce, in the Service relative to its Documentation. The initial criticality level is chosen when the request is created and is changed, if necessary, by the technician in charge.

- **Critical:** an Error that makes it impossible to access or use one or more essential features of the Service and for which there is no technical or organisational workaround solution.
- **Major:** an Error that means one or more features of the Service cannot be accessed or used but for which there may be a technical or organisational workaround solution.
- **Minor:** an Error that does not fall under one of the other criticality levels.

Request: means any request for assistance or development, as well as any request to resolve an Error encountered by the Client while using the Service, which the Client brings to CEGID's attention.

Production Environment: means the technical environment in which the CEGID Notilus Software Package is used operationally for travel management and/or travel expenses processes.

Test Environment: refers to the optional technical environment in which configurations and/or processes are tested by clients. The Test Environment is at the same release level as the Production Environment.

Replication of the Production Environment into the Test Environment for Service requirements is limited to twelve replications per year. The Client is to initiate replication requests. Beyond that amount, there is a charge for the replication service.

The Test Environment is only available for the CEGID Notilus application scope, without related solutions.

Business Hours: means the hours the Customer Care service operates.

Business Day: means a weekday, excluding Saturdays, Sundays and French public holidays.

Scheduled Maintenance: means Service maintenance that CEGID plans at least forty-eight (48) hours in advance.

Urgent Maintenance: means an interruption to the Service, outside of Maintenance windows, caused by the application of security patches, urgent patches or any other critical maintenance. Urgent Maintenance can take place at any time.

Updates: means the improvements made to the existing standard application functionalities available under the Service, unilaterally decided upon by CEGID, as regards functional developments, and provided that such adaptations or changes do not entail the rewriting of a substantial part of the existing standard application functionalities. The term Updates also includes the correction of any Service Errors relative to the Documentation.

Active Profile (AP): refers to a user or profile who will actually submit one or more expense claims for approval over a monthly period.

Service: refers to the process of operationally managing travel expenses and the car fleet by the CEGID Notilus solution.

Support: means assistance in using the Service. Support can only be provided by Customer Care under the following conditions:

- (a) Users have been trained beforehand in use of the Service and Updates;
- (b) The Client has up-to-date technical equipment, meeting the Technical Prerequisites;
- (c) When the chosen authentication method is identity federation, the Client makes available and authorises the use by CEGID of an account dedicated to Customer Care teams allowing remote support.

TPAM: Third-party Application Maintenance

GENERAL PROVISIONS CONCERNING THE SCOPE OF THE SERVICE

ARTICLE 3: SCOPE OF THE SERVICE

The actual scope of the Service ordered (modules, number of Active Profiles, volume brackets, etc.) is that specified in the Agreement.

ARTICLE 4: ACCESS TO THE SERVICE

The Service is accessible every day, 24 hours a day, except during Scheduled Maintenance or Urgent Maintenance periods.

ARTICLE 5: SERVICE AVAILABILITY

CEGID undertakes to provide a Service with an availability rate of at least 99% per month. Service availability is defined as when at least one Client User is able to access and connect to the Service.

Commitment of Resources	Service Level
Availability and monitoring of the application	24 hours per day, 7 days per week
Application availability	99% per month
Scheduled service interruptions	Scheduled Maintenance, up to 4 business hours.
RTO (Recovery Time Objective)	24 hours
RPO (Recovery Point Objective)	8 hours

Errors are handled only during Business Hours.

To achieve and comply with these objectives, all of our technical resources are covered by contracts including Guaranteed Service Recovery Times (GRT) of 4 hours.

The aforementioned availability rate applies only to the Production Environment, to the exclusion of any other environment.

ARTICLE 6: SERVICE LEVEL AGREEMENT (SLA)

6.1 – SERVICE LEVEL

Commitment of Resources	Service Level
Entry point	Web portal www.cegidlife.com : available 24/7
Users concerned	CEGID Notilus Administrators only
Ticket processing times	From 9 a.m. to 6 p.m. (5 p.m. on Friday) five Business Days per week

6.2 – CUSTOMER CARE SERVICE COMMITMENTS

Requests will be recorded in Cegid's system to ensure traceability, and processed according to their criticality level. To facilitate Support's work, the Client undertakes to accurately describe its Request and the situation it is facing (description of the context, error messages, sequence of menu options, etc.) by documenting all relevant aspects using any means at its disposal, in order to enable Cegid to reproduce and assess any incidents and/or Errors brought to its attention.

Cegid will acknowledge receipt of the Request in electronic form.

In the absence of an immediate response dealing with the Request, the deadline for a response to a Request from a Cegid technician is four (4) Business Hours from the logging of the Request when this occurs during the Business Hours that the Support service operates.

Support's operating hours are stated on the Portal.

Cegid undertakes to meet a response time of four (4) Business Hours for at least 75% of Requests. Cegid's compliance with this percentage will be evaluated for a period of twelve (12) consecutive months from the start date of Support provision, and entails the Client's compliance with its own obligations and Cegid's Technical Prerequisites, including concerning remote assistance.

Support may only be provided by Cegid if Users have been trained beforehand in using the Service and Updates and if the Client has the technical resources enabling remote assistance.

If this proves not to be the case, Support may be suspended by Cegid automatically, with immediate effect, without the Client being entitled to claim any compensation or reimbursement of sums already paid for the Service.

At the end of the Request response deadline of four (4) Business Hours, Cegid will proceed to assess and reproduce the Error.

Having reproduced and assessed the Error, Cegid will have:




- a period of twelve (12) Business Hours to provide the Client with a remedial action plan in the event of a Priority 1 Error
- a period of six (6) Business Days to provide the Client with a correction or a workaround solution in the event of a Priority 2 Error.

ARTICLE 7: APPLICATION UPDATES

The application is regularly updated to the latest version of the CEGID Notilus software. The Client is informed of this update, generally before the scheduled date. Documentation on the new features is included.

7.1 – CLASSIFICATION OF NEW VERSIONS

Updates are classified as follows:

Type of functionality	Description
 “Silent” enhancement (Delivered and activated as standard)	Functionality automatically implemented.
 “Confirmable” enhancement (Delivered as standard and activable)	Requires activation by the Client and/or communication to its Users.
 Requires support (Delivered as standard and requires investigation before activation)	Requires the intervention of a CEGID consultant for implementation.

Systematic updates are mandatory to guarantee the level of quality, service and security of the software.

7.2 – REGULAR DELIVERY OF NEW VERSIONS

CEGID produces Updates without prior authorisation. CEGID makes any technical documentation associated with Updates available on the Cegid Life portal.

In the event of a scheduled service interruption, CEGID undertakes to inform the Administrator in advance of the implementation dates for the Updates.

The Client is informed that certain Updates, owing to their content (functional or design changes) or their technical complexity (which might include configuration changes, among other things) might require Implementation Services (including training) to be provided. CEGID undertakes to inform the Client thereof prior to the provision of said Updates.

The Client is informed that Implementation Services are not included in the provision of Updates.

ARTICLE 8: RULES AROUND SAAS SERVICE URLS

By default, CEGID offers a URL based on the Client's company name; this can be changed at the time the Agreement is signed. The chosen URL cannot be changed under any circumstances once the environment is made available.

CEGID may change the configurations and IP addresses of its servers without notifying the Client insofar as access via the URL is maintained and the quality of service is not altered.

The Client cannot set up a rule governing IP addresses in its network that would hinder CEGID's own ability to modify these IP addresses.

ARTICLE 9: PROTECTION OF PERSONAL DATA

Cegid has put a Privacy and Cookies Policy in place, available on its website

<https://www.cegid.com/global/privacy-policy/>

The provisions applicable to the protection of Personal Data are supplemented by the "Personal Data Protection Policy" appendix to the Agreement.

ARTICLE 10: ADMINISTRATORS

The Client must appoint at least one (1) Administrator who is the sole contact person for CEGID and the only person in the Client's teams authorised to carry out certain specific operations relating to the access and processing of Client Data.

The Client is permitted to appoint up to five (5) Administrators in total if it so wishes. In these circumstances, the Client acknowledges that all these Administrators have the authority to conduct all the operations described in the previous paragraph and that under no circumstances does CEGID submit requests made by these Administrators for prior approval by the Client. The Client remains fully liable for the actions of its Administrators in all circumstances.

The Client must notify CEGID of any change of Administrator.

ARTICLE 11: DIGITAL ARCHIVING SERVICE

The CEGID Notilus subscription (excluding car fleet management services) also includes:

- Standard archiving of documents until the end of the Agreement (maximum 48 months);
- Use of the EDM service and associated maintenance. The documents added into the EDM system cannot exceed a size of 3 MB per document.

It is not possible to retrieve a document beyond the 48 months of the Standard Storage Agreement or beyond the end of the Agreement.

CEGID implements a Probative Value Archiving process in accordance with the French government order of 23 May 2019 setting out the procedures for digitising documents produced or received in paper form pursuant to Article L.243-16 of the French Social Security Code.

The integrity of supporting documents is guaranteed by an eIDAS server stamp issued by a trusted third party. Probative Value Archiving is provided for a period of ten (10) years with our partner Arkhinéo.

In the event of overrun, an adjustment will be made once a year. The CEGID Notilus Administrator can view how much of the Probative Value Archiving service is being used at any time.

RIGHT OF AUDIT AND INTRUSION TESTING

ARTICLE 12: AUDITS

12.1 – ACCESS MANAGEMENT

The Client is responsible for access management. At the time of creating its environment, CEGID provides the Client with the administrator access credentials that they can then use to control access to the application and related permissions. Users are authorised members of the Client's personnel.

When an SSO connection is used, the Client must provide an account to the Customer Care teams so they can provide application Support.

12.2 – CLIENT AUDITS

Clients are entitled to conduct an audit of the Service, subject to the following conditions:

- The audit must be carried out by the Client or by a trusted third party bound by contract including confidentiality obligations. If the auditors are appointed third parties, CEGID must be informed in advance and reserves the right not to approve the third party auditor, and therefore to prohibit access to conduct the audit.
- The audit must comply with CEGID's audit security policies.
- Only one audit per year can be conducted.

Each party is to pay its own costs and for time spent. An audit must not take more than two working days from CEGID teams. Additional time beyond two working days is charged at the rate used for the professional services of the project manager.

12.3 – VULNERABILITY AND INTRUSION TESTING

Clients may perform or authorise third parties to perform vulnerability or intrusion tests on the CEGID environments, subject to the following conditions:

A testing protocol must be signed by the parties and only one audit campaign can be conducted per year.

The Client must inform their Notilus Customer Care manager of the tests planned at least ten working days before the test protocol is signed. It must specify the details of the expected tests.

CEGID will examine the audit plan in advance. CEGID may impose certain limits on the planned tests (particularly on potentially invasive tests) in order to ensure the integrity of the entire production environment and continuity of service for other Notilus clients.

The tests must be run by a competent party in accordance with industry best practices and applicable laws.

Physical intrusion tests are not permitted in the data centres used by Notilus without prior authorisation.

PROVISIONS CONCERNING SUPPORT

ARTICLE 13: DEFINITION OF SUPPORT LEVELS

13.1 – LEVEL 1 (CLIENT SUPPORT)

This is the Client's internal support in the form of the Administrators for the CEGID Notilus solution, duly trained during the project deployment phase. They are the only people authorised to create tickets and contact Level 2 (Customer Care) support.

13.2 – LEVEL 2 (CUSTOMER CARE)

Level 2 consists of qualified technicians specialising in the CEGID Notilus solution. They are tasked with recording, analysing and resolving tickets. They make telephone contact with Level 1 support if necessary.

13.3 – LEVEL 3 (CEGID FUNCTIONAL EXPERTISE AREAS)

Level 3 intervenes in complex Errors that level 2 has failed to resolve. It consists of three areas of expertise:

- The Technical unit (communication, security, interfaces);
- Travel/Assignments unit;
- The Expenses unit - invoices, expenses claims.

13.4 – LEVEL 4 (CEGID R&D)

Level 4 focuses on Errors requiring changes in the application. It consists of product experts, functional designers, architects and software engineering experts.

ARTICLE 14: DESCRIPTION OF CUSTOMER CARE SERVICE

14.1 – CUSTOMER CARE/CUSTOMER RELATIONSHIP SERVICE

CEGID provides a collaborative Request management and Error resolution monitoring platform for clients and partners. This space allows Requests to be created for the attention of the Customer Care service.

If an Error is found in the use of the platform of a partner interfaced with the Service, Customer Care centralises Requests and sends the information to the partner services concerned for a response.

The Administrators trained in using the solution have a sufficient level of skills transfer to enable them to independently provide the first level of user support (Level 1).

Customer Care might contact end users at an Administrator's request if necessary, but the reverse is not possible.



Warning: Customer Care Support is only provided when Administrators have been trained beforehand in using the Service and Updates.

When the chosen authentication method is identity federation, the Client must without fail provide an account dedicated to Customer Care teams allowing remote support.

14.2 – ACCESS TO THE COLLABORATIVE PLATFORM

Administrators are able to access Customer Care's technical and functional support via a web portal available in French, English and Spanish. This is a web portal accessed via the URL www.cegidlife.com

During the project phase, the Client determines which persons are authorised to contact Customer Care. They receive their credentials by email.

All tickets (Requests and Errors) are entered in the monitoring system, regardless of their entry point. The Client can consequently consult tickets that are in progress or closed, add information essential to understanding the situation (files, screenshots, comments, etc.), run searches, review previous discussions, etc.

Changes in status made to tickets are automatically notified by email.

Clients who have subscribed to the TPAM option have a dedicated Customer Care contact, who handles all Requests and coordinates regular monitoring and the actions to be taken.

14.3 – SPECIAL TERMS AND CONDITIONS OF FULFILMENT

Requests are recorded on the platform to ensure traceability, and processed according to their criticality level. The criticality of a Request is specified by the Client, but can be revised if necessary by Customer Care after investigation.

To facilitate Support's work, the Client undertakes to accurately describe its Request and the situation it is facing (description of the context, error messages, sequence of menu options, etc.) by documenting all relevant aspects using any means at its disposal, in order to enable Customer Care to reproduce and assess any Errors brought to its attention.

CEGID acknowledges receipt of the Request in electronic form. Support confirms that the ticket has been recorded to the ticket issuer, describing the initial diagnosis in the case of an Error.

Support performs an initial assessment in order to:

- Confirm or correct the criticality level using the definitions given.
- Determine the need to route the ticket elsewhere.
- Investigate the problem.

The ticket is either processed directly or escalated.

Crisis unit: when a Client encounters a critical problem and if the Client and CEGID so agree, a crisis unit may be set up during the period needed to resolve the issue and/or implement a workaround solution.

Support does not cover issues related to the Client's infrastructure.

14.4 – URGENT MAINTENANCE

Means an interruption to the Service, outside of Maintenance windows, brought about by the application of security patches, urgent patches or any other critical maintenance. Urgent Maintenance can take place at any time.



N.B.: Support technicians are not authorised to modify how the CEGID Notilus platform operates to any great extent. The scope of their intervention covers changing the application's configuration, updating and correcting data, and re-running the initialisation process, batch jobs or maintenance procedures.

14.5 – SCHEDULED MAINTENANCE

The Scheduled Maintenance process includes the following main tasks:

- Functional and technical diagnosis;
- Impact assessment;
- Completion of the fix;
- Customer Care testing;
- Qualification (by the PM) and Acceptance (if desired by the Project Owner);
- Updates to documentation if necessary;

- Scheduled delivery of the fix.

14.6 – CLOSING A REQUEST

A Request is closed as appropriate when:

- A response has been given to the request for assistance,
- The service has been restored,
- A modification to the application has been delivered into production.

A Request is completed by describing the solution applied and delivered. If applicable, documentation is updated before closing the Request.

Closing a Request is not an end-point, but a status. If an Error re-occurs, the Request can be re-opened by the Administrator from the collaborative platform.

FINANCIAL PROVISIONS AND DURATION OF THE SERVICE

ARTICLE 15: SPECIAL FINANCIAL PROVISIONS

Unless specifically stipulated in the Agreement, the Service will be invoiced annually in the form of a subscription.

The first billing for the subscription will take place at the earliest on the date Cegid communicates the Service access codes to the Client, and no later than (3) three months after this date.

Any exceeding of the thresholds for access or use of the Service set out in Part 1 will result in Cegid updating the subscription charge on the basis of the relevant rates.

ARTICLE 16: DURATION OF THE SERVICE

Unless otherwise stipulated in the Agreement, the Service is concluded for a period of thirty-six (36) months subscription billing.

It will then be tacitly renewed (i.e. automatically unless cancelled) for periods of one year. A Party that decides not to renew the Service must notify the other Party of this decision by registered letter with proof of delivery three (3) billing months before the end of the period running at the time.

The activation of an additional optional service during Service fulfilment will not change the duration of the Service as specified above.

ARTICLE 17: ACTIVE PROFILE MANAGEMENT

CEGID will tolerate an overrun in the number of Active Profiles for 2 months during one year of use of the Service. In the event of an overrun during a third month in the same year, an adjustment invoice equating to one quarter will be sent to the user. The subscription will automatically rise to the level immediately above the current charge for the number of Profiles.

ARTICLE 18: REVERSION

By default, CEGID undertakes to provide a complete backup of the Client's CEGID Notilus database.

As regards secure digitalisation with probative value, in the event of Service termination, all documents and associated metadata can either be returned or kept within the DAS (Digital Archiving Service) until their expiry date.

The Client can export documents stored in CEGID Notilus using the Service's export tool. Metadata appears in a user-readable format (CSV, XML).

All CEGID services necessary in addition to existing functionalities to help the Client export data are invoiced on the basis of time spent and hardware used, as per the scale of charges for CEGID's professional services.

When a Client terminates their agreement, a reversion project may be initiated under TPAM. This serves to define the conditions under which CEGID organises the transfer of data and/or skills to any person authorised by the Client.