cegid



Terms of services

Cegid Notilus Travel & Expense (TNE)

www.cegid.com/global/products/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.

Anomaly: refers to a defect, malfunction, or non-conformance, that CEGID can 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 (Priority 1):** anomaly which renders access or use of one or more essential functionalities of the Service impossible and for which there is no technical or organizational workaround solution.
- **High (Priority 2):** anomaly which renders access or use of one or more features of the Service inoperable and for which there may be a technical or organizational workaround solution.
- **Moderate (Priority 3):** anomaly which does not present the characteristics of an Anomaly of another level of criticality.

Electronic Document Management (EDM): refers to the computer system for managing digital documents (digitized or dematerialized) uploaded to Cegid Notilus.

Request: means any request for assistance or development, as well as any request to resolve an Anomaly 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 an 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 initiates the replication request. 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 Anomalies relative to the Documentation.

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

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

Electronic Archiving Service (EAS): refers to the safe in which the supporting documents for expenses uploaded to Cegid Notilus are stored with the secure dematerialization option.

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.

| Function | | Service level |
|---|----------|--|
| Production environment | ~ | Included |
| Test environment | ? | Option |
| Storage of data entered in the platform | ~ | Included during the contractual period |
| Storage of supporting documents in the EDM | ~ | Included for 3 years plus the current year |
| Storage of supporting documents in the SAE (probative value for 10 years) | ? | Option |
| Approval of supporting documents for Spain (probative value for 6 years) | ? | Option |
| Storing files on repository directories | ~ | Included for 30 days |
| Data location | ~ | France & EU |

When the Service is opened, a pre-production environment is made available to the customer. When the production environment is switched to production, the data entered during the acceptance test is deleted (excluding configuration and EDM/SAE) and the environment is switched to production.

3.1 - OPTION - TEST ENVIRONMENT

Optionally, the Client may request the implementation of a Test Environment for testing or training. The additional environment is installed after the switch to production, by restoring a backup of the production database.

The Test Environment is independent of the Production Environment. When changes are made to the acceptance environment's settings, interfaces, or reports, these changes must be transferred to the Production Environment for them to take effect.

The Test Environment can be configured with or without the Analysis and Business Travel modules, or the interfaces and automatic authentication options (see Access Management).



Note: For the Business Travel module, the ability to configure online or offline booking platforms with return flows in the acceptance environment in addition to the production environment must be validated with the relevant partner. If necessary, additional services may be required to implement this dual connection.

3.2 - OPTION - STORAGE OF SUPPORTING DOCUMENTS IN THE EAS

The Cegid Notilus subscription includes use of the Electronic Document Management (EDM) service and associated maintenance. CEGID offers an optional certification and archiving process with probative value for digitized or electronic expense receipts uploaded to Cegid Notilus (see ARTICLE 11: Electronic document management).

3.3 - OPTION - APPROVAL OF SUPPORTING DOCUMENTS FOR SPAIN

In addition to the Electronic Document Management (EDM) service, the "Dematerialization of Supporting Documents for Spain" option allows you to digitally sign supporting documents paper scanned via the Cegid Notilus application in accordance with Spanish legislation (see ARTICLE 13: Secure Digitalization for Spain).

ARTICLE 4: ACCESS TO THE SERVICE

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

4.1 - RULES RELATED TO THE SERVICE URL

By default, CEGID proposes a URL based on the Client's company name; this can be modified upon signing the contract. The chosen URL cannot be changed under any circumstances once the environment is made available.

CEGID may modify the configurations and IP addresses of its servers without notifying the Client, if access via the URL is maintained and the quality of service is not affected.

The Client may not configure an IP address rule in its network that would hinder CEGID's ability to modify these IP addresses.

4.2 - 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 can 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 |

Anomalies are handled only during Business Hours.

To achieve and comply with these objectives, all our technical resources are covered by contracts including Guaranteed Service Recovery Times (GRT) of 4 hours. The availability rate applies only to the Production Environment, to the exclusion of any other environment.

Scheduled maintenance can be carried out between 12 a.m. and 7 a.m. every day of the week.

The daily restart of all or part of the services takes place between 0 a.m. and 5 a.m.

4.3 - DATA PROCESSING

CEGID has opted for a regionalized contract with Azure France. Data hosting and processing are carried out in Microsoft data centres, spread across two regions:

- **Central France** (data centres in the Paris region)
- **Southern France** (data centres in the Marseille region) a pairing region for replication or "disaster scenario" in the event of a failure in the Central France region.

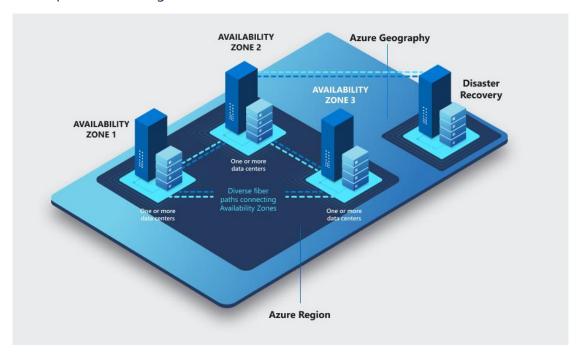
All information relating to Microsoft Azure regions and zones is publicly available:

- https://learn.microsoft.com/fr-fr/azure/reliability/regions-overview
- https://learn.microsoft.com/fr-fr/azure/reliability/availability-zones-overview



4.4 - SERVICE CONTINUITY

The Paris Data Central France) are available across three low-latency zones (<2ms) and correspond to the diagram below:



Each availability zone is a separate physical location in France with independent power, cooling, and networking. All Cegid Notilus servers and products are distributed across different zones to ensure redundancy and high security.

ARTICLE 5: SERVICE LEVEL AGREEMENT (SLA)

5.1 – SERVICE LEVEL

| Commitment of Resources | Service Level |
|-------------------------|---|
| Entry point | Web portal <u>www.cegidlife.com</u> : 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 |

5.2 – 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, to enable Cegid to reproduce and assess any incidents and/or Anomalies 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.

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

From the logging of the Request, and depending on the qualification (Critical, High or Moderate) of the Anomaly, CEGID will have:

- a period of twelve (12) Business Hours to provide the Client with a corrective action plan in the event of a Critical Anomaly (P1)
- a period of six (6) Business Days to provide the Client with a correction or workaround in the event of a High Anomaly (P2)
- a period of six (6) months to provide the Client with a correction or workaround in the event of a Moderate Anomaly (P3).

ARTICLE 6: ARCHITECTURE

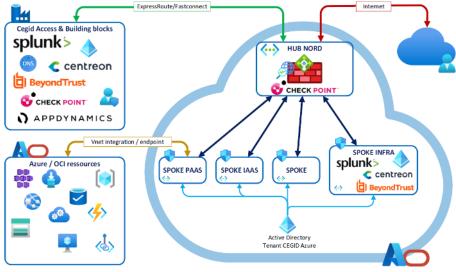
Cegid Notilus is designed for use in SaaS mode and runs on a modern and secure SaaS platform. This design ensures that the application functions normally and is completely secure when used over the Internet.

The Cegid Notilus architecture on the Azure environment is of the "Hub & Spoke" type, consisting of:

| NORTH HUB | Entry and exit point for CEGID applications, secured by shared and | |
|-----------|---|--|
| | standardized security components. It is the central interconnection point | |
| | with the networks hosting the shared building blocks. | |
| SPOKE | Landing zone specific to a platform and environment, containing | |
| | infrastructure resources (laaS/PaaS/CaaS). | |
| | Interconnected with the North Hub network (VNET) via VNET peering. | |



This type of architecture ensures isolation between the different infrastructures and environments, while benefiting from common security components.



Cloud /IRTUAL DATACENTER TOPOLOGY

The solution is designed to be scalable so that it can be scaled up as client load increases. This ensures that performance does not degrade when new clients are added to the environment.

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. |
| Q | "Confirmable" enhancement (Delivered as standard and activable) | Requires activation by the Client and/or communication to its Users. |
| 0 | 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: 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 9: 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.

Details of the authentication methods are specified in the Technical Prerequisites of the solution.

ARTICLE 10: MANAGEMENT OF BACKUPS AND RESTORATIONS

CEGID is responsible for conducting backups and restores to secure the Customer's data. Two copies of Customer data backups are stored in two different locations.

In the event of a disaster affecting the infrastructure used to operate the Service, Cegid undertakes to restore the Service as quickly as possible using the most appropriate backup.



Customer data is backed up and stored in the Azure France Centre region, which has three availability zones to ensure redundancy and availability. Each availability zone is a separate physical location with independent power, cooling, and networking systems.

Data backups are based on the Recovery Services Vault "ZRS" (Zone-Redundant Storage), which replicates data across the three availability zones in a single region. Backup jobs are performed daily according to the following backup plan:

- 1 daily backup available for a rolling 14-day period
- 1 monthly backup over 12 months available for a rolling 365-day period

The backup covers all virtual machines: application servers and database servers.

Database backups are performed with maintenance plans every night in a dedicated backup environment. Transaction logs are backed up every 15 minutes for each database.

Database logging and full backups allow for database restoration in the event of a client database or database server crash.



PROVISIONS CONCERNING DOCUMENT MANAGEMENT

ARTICLE 11: ELECTRONIC DOCUMENT MANAGEMENT

The Cegid Notilus subscription includes use of the Electronic Document Management (EDM) service and associated maintenance. Scanned and/or electronic expense report receipts and other attachments uploaded to Cegid Notilus are stored in the solution's internal EDM system.

Documents can be viewed in the EDM system at any time and at each stage of the validation process (depending on the rights of the user concerned: employee, controller, accountant, HR, etc.). At the end of the period, documents can be downloaded by the Client via the audit screen.

The EDM Service includes a shared volume of 24 MB per Active Profile (AP) per year. If the amount exceeded is adjusted once per year, the amount will be adjusted. Invoicing is established upon service launch.

The Client must ensure that documents are retrieved before the end of the storage period. It is advisable to collect documents at the end of each year to ensure complete document recovery.

ARTICLE 12: DIGITAL ARCHIVING SERVICE

CEGID offers optional expense report management, a certification and archiving process for digitized or electronic expense receipts uploaded to Cegid Notilus.

In the event of an audit (internal audit, URSSAF audit, tax audit, etc.), authorized personnel can search and view certified PDF archive documents archived in the SAE directly from Cegid Notilus.

The proposed rate is a flat rate and includes a shared volume based on 24 MB per Active Profile (AP) per year. If the amount exceeds this limit, an adjustment is made once (1) per year. Billing is established upon the launch of the Evidential Archiving service.

12.1 – LEGAL FRAMEWORK AND GUARANTEES

According to Article L. 243-16 of the French Social Security Code, the documents or supporting evidence required to establish the tax base or to audit social security contributions must be kept for at least six years from the date they were prepared or received.

When these documents or evidence are prepared or received on paper, they may be kept electronically under the conditions set out in Article A. 102 B-2 of the French Tax Procedures Manual ⁽¹⁾.

The decree of May 23rd, 2019 ⁽²⁾, which came into force on July 1st, 2019, sets out the procedures for digitizing documents prepared or received on paper for the purpose of



supporting the establishment of the tax base or during the audit of social security contributions.

12.2 - DIGITALIZATION PROCESS

The process proposed by CEGID guarantees that the transfer of supporting documents and documents originally prepared on paper to Cegid Notilus, as well as their digital archiving, are carried out under the conditions stipulated in Article A.102 B-2 of the Tax Procedures Manual

Transfer of supporting documents in digital format

The technical process ensures that the photograph taken from Cegid Notilus, and the document stored under the conditions stipulated by law are identical and that there is traceability between the two documents (via various technical processes: timestamping, indexing, fingerprinting, etc.) to ensure the integrity of the document.

The entire process, from the integration of the document scanned on a smartphone by the user into Cegid Notilus to the creation of the archived document in PDF format, is carried out under conditions that guarantee the identical reproduction of the document. The result of this digitization is a true copy of the original in terms of image and content. No image processing is performed. File compression is lossless.

Evidential Archiving

To ensure the integrity of the files resulting from the scan, each digitized document is stored in an archived PDF file to ensure system interoperability and data preservation.

The archived PDF file is accompanied by a server stamp based on an elDAS (electronic IDentification Authentication and Trust Services) certificate, the European equivalent of the General Security Framework (RGS), and is time-stamped using a qualified timestamp source to date the various operations performed. The server seal and timestamp are certified and performed by our partner Universign, a PSCQ (Qualified Trusted Service Provider) certification operator, in compliance with elDAS regulations and the technical requirements developed by the French National Agency for Information Systems Security (ANSSI).

Digital archiving is performed via the ARKHINEO Electronic Archiving Service, approved by ANSSI and PSCQ elDAS certified for the validation and preservation of electronic signatures and qualified seals under the European elDAS Regulation.

Digital archiving operations performed by ARKHINEO are documented and subject to internal controls to ensure the availability, readability, and integrity of documents throughout the retention period (10 years).

⁽¹⁾ Article A. 102 B-2 du livre des procédures fiscales.

⁽²⁾ Arrêté du 23 mai 2019 fixant les modalités de numérisation des pièces et documents établis ou reçus sur support papier en application de l'article L. 243-16 du code de la sécurité sociale.



ARKHINEO is committed to ensuring the non-loss of archives and the integrity of the documents you entrust to us.

12.3 - COMPLIANCE WITH THE PROBATIVE VALUE OF ARCHIVING

Through the process described in this document, CEGID commits to and guarantees a solution that strictly complies with the requirements of the tax authorities and URSSAF, as defined in Article L.243-16 of the French Social Security Code and Article A.102 B-2 of the French Tax Procedures Manual, allowing you to completely digitize the management of your expenses and expense receipts.

ARTICLE 13: SECURE DIGITALIZATION FOR SPAIN

CEGID offers an optional expense report management system, a process for digitizing and certifying expense receipts uploaded to Cegid Notilus for Spain.

13.1 - LEGAL FRAMEWORK AND GUARANTEES

The Cegid Notilus application is approved by the AEAT (Agencia Estatal de Administración Tributaria), the Spanish tax agency, in accordance with Decree EHA 962/2007⁽¹⁾ and the resolution of October 24, 2007, relating to the approval procedure for invoice scanning software.

Digital copies (photos) of expense receipts made with the Cegid Notilus application are therefore legally recognized. Supporting documents issued natively in electronic format (e.g., PDF invoices) imported into the application are not subject to this signature. In the event of an audit, it is the Client's responsibility to demonstrate that these PDFs have not undergone any transformation between their generation and their integration into Cegid Notilus.

(1) Resolution of October 24, 2007, of the State Tax Administration Agency, on the procedure for the approval of digitalization software contemplated in Order EHA/962/2007, of April 10, 2007.

13.2 - DIGITALIZATION AND ARCHIVING PROCESS

Expenses recorded in Cegid Notilus are saved monthly with their supporting documents in a PDF archive file. These files are signed and then archived in the Cegid Notilus "Hacienda" hub and are available upon request from Customer Care for the entire retention period.

13.3 - RETENTION PERIOD

The digitally signed supporting documents archived in the "Hacienda" hub are retained for seventy-two (72) months, in accordance with Spanish law.



PROVISIONS CONCERNING SUPPORT

ARTICLE 14: DEFINITION OF SUPPORT LEVELS

14.1 – 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.

14.2 – LEVEL 2 (CUSTOMER CARE OR PARTNER HELPDESK)

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.

14.3 – LEVEL 3 (CEGID FUNCTIONAL EXPERTISE AREAS)

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

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

14.4 - LEVEL 4 (CEGID R&D)

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

ARTICLE 15: DESCRIPTION OF CUSTOMER CARE SERVICE

15.1 – CUSTOMER CARE/CUSTOMER RELATIONSHIP SERVICE

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

If an Anomaly 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.

15.2 – ACCESS TO THE COLLABORATIVE PLATFORM

Administrators can 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 Anomalies) 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.

15.3 – 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, to enable Customer Care to reproduce and assess any Anomalies 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 Anomaly.

Support performs an initial assessment 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.

15.4 – 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.

15.5 - 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.

15.6 - 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 endpoint, but a status. If an Anomaly re-occurs, the Request can be re-opened by the Administrator from the collaborative platform.



FINANCIAL PROVISIONS AND REVERSION

ARTICLE 16: SPECIAL FINANCIAL PROVISIONS

16.1 – ACTIVE PROFILE MANAGEMENT (T&E VERSION)

The Customer subscribes to a monthly number of Active Profiles. This subscription is billed at a flat rate. At the end of each calendar year, a check is performed to verify whether the total number of Active Profiles used exceeds the Customer's annual subscription.

The following rules applies:

- Compensation: If during certain months of the year, the Customer consumes fewer Active Profiles than their monthly subscription, they can compensate by using more Active Profiles during other months of higher activity, provided that the annual period total is in balance with their contract.
- Adjustment: If at the end of the annual period, the Customer has used more
 Active Profiles than their annual subscription, a regularization invoice will be
 issued. This invoice will cover the excess up to the number of additional Active
 Profiles used.

If the thresholds for access to or use of the Service are exceeded in relation to those set out in the "Items ordered" section, Cegid will invoice the Client based on the current rates plus forty (40) per cent.

Subscription Reassessment: If the Client finds that they regularly or significantly exceed the number of Active Profiles subscribed to, they may choose to upgrade to a higher tier to benefit from a more suitable offer for the following year.

16.2 – ACTIVE PROFILE MANAGEMENT (PREVIOUS VERSIONS)

The Client subscribes to a monthly number of Active Profiles. This subscription is billed at a flat rate.

CEGID tolerates exceeding the number of active profiles by two months during a year of use of the Service. If the number exceeds during a third month of the same year, a quarterly adjustment invoice will be sent to the Client.

The subscription automatically moves to the next higher tier of the current rate for the number of Profiles.

16.3 - EDM AND SECURE DIGITALIZATION

The EDM and Secure Digitalization Services include an annual data volume equivalent to 24 MB per Active Profile. Any excess of the Service usage threshold will be subject to regularization invoicing by Cegid based on the rates in force.



ARTICLE 17: RESTITUTION OF CLIENT'S DATA

The standard terms of data restitution are provided for in the Contract. By default, CEGID undertakes to provide a complete backup of the Client's Cegid Notilus database.

Documents stored in the Cegid Notilus EDM system can be exported by the Client using the Service's export tool until the termination date. The metadata appears in a user-readable format (CSV, XML).

In the event of termination of the Secure Digitalization Service, the documents and associated metadata can either be returned to the Client or retained within the EAS until their expiry date:

- Data return: the Client can retrieve their documents archived in the EAS from their Cegid Notilus platform until the termination date. Depending on the volume of the archives, Arkhineo may provide them via MFT or require encrypted storage (quote based on workload, media type, shipping costs, etc.).
- Data retention: The Client may subscribe to their own vault with the third-party archiver Arkhineo and must provide the necessary information to the CEGID teams to transfer their archives from the Cegid Notilus vault to the Client's vault.

Note: When returning archives, it is the Client's responsibility to ensure the availability of documents whose expiration date has not expired and to define and document the organization and internal controls it implements to archive its documents for the entire retention period in accordance with applicable legislation.

All CEGID services required, in addition to existing features to assist the Client with data export, are billed based on time spent and materials used, according to CEGID's professional services price list. When the Client terminates its contract, a reversibility project may be initiated within the framework of the Third-Party Application Maintenance (TPAM) option if it has been subscribed to. This allows the conditions under which CEGID organizes the transfer of data and/or skills to any person authorized by the Client to be defined.

END OF THE TERMS OF SERVICES WHICH CONTAINS 21 PAGES