

SERVICE AGREEMENT
VISIATIV
Solution – *“On Premise”*



1- Purpose

This Service Agreement describes the specific provisions, technical and operational characteristics applicable to support and maintenance services for a standard Visiativ application software solution installed "On Premise".

This Agreement forms an integral part of the Contract and the provisions of the Service Agreement shall, in the event of any contradiction, prevail over or supplement the general provisions of the Contract.

2 - Scope

This Service Agreement applies to any "on premise" software solution, to the exclusion of any Visiativ SaaS Service.

For clarification purposes, an "On Premise" Solution is defined as a Visiativ Software Solution installed and hosted on the Customer's site and environment and/or a Visiativ Software Solution hosted by a third party.

This Service Agreement applies only to software products published by Visiativ in their current standard version.

No specific development, i.e. development specifically developed for the customer's needs and not integrated into the standard version, may be included in the Service or made accessible under the Service. Any support or maintenance of specific developments must be the subject of a separate technical and commercial proposal.

The terms and conditions of each third-party publisher partner of Visiativ, whose products are integrated, apply to the products they publish.

The effective Scope of Service is that which corresponds to the services ordered (functional modules, number of users defined, etc.) by the Customer as defined in the Contract containing the elements of the Visiativ offer.

Visiativ may modify any element of the Service (and in particular the versions of software required as a prerequisite for the provision of application or complementary services) or release a new version of an existing application service or Service suite. Visiativ, as part of its Publisher Policy, reserves the right to add new features or functionalities to the Service, or to remove existing features or functionalities from the Service.

The customer acknowledges having been sufficiently informed of the application's functionalities to appreciate and accept its suitability to his needs.

Visiativ can assist the customer in setting up the application and training users. This service is provided according to the conditions described in the contract and special conditions.

The Service is available in mainland France.

The Customer is informed that the Service is strictly for professional use, excluding any private use.

3- Evolution of the Service Agreement

Visiativ may modify the Service Agreement by giving one (1) month's notice to the Customer by letter and/or information on the Visiativ Service support site and/or any other appropriate means. At the end of the one (1) month's notice period following notification of the change by Visiativ, and in the absence of termination by the Customer in accordance with the provisions of Article "Termination" of the Visiativ General Terms and Conditions, the Service Agreement will be modified and this new version will be deemed accepted by the Customer. The latest version of the Service Agreement can be accessed at any time on the Visiativ website or at any other website address provided by Visiativ.



Visiativ may nevertheless modify the Service Agreement at any time, in particular in the event of a security emergency and/or to comply with any new laws and/or regulations.

4- Prerequisites & Conditions for Service Availability

Prerequisites

The technical prerequisites, configuration requirements and system software required to access and use the Service are those defined in the Product Documentation and/or in the Visiativ offer provided to the Customer and/or recommended by Visiativ.

Contact

The appointment of contacts as defined below by the Customer is a prerequisite for the Service.

5- Support accessibility

- **Accessibility via the Visiativ Portal**

Any request for support by the user is made by opening a Support Request on the VISIATIV online support platform <https://www.visiativ.com/support-clients-visiativ/> or any other support site address communicated to the customer.

This site is accessible 7 days a week, 24 hours a day, except for urgent maintenance or security operations.

- **Visiativ customer service hotline - in addition to the Visiativ Portal**

The phone line is indicated in addition to the Visiativ portal, which remains the entry point for all support requests.

The Visiativ customer service telephone line can be reached during working hours, i.e. Monday to Friday from 8:30 to 12:30 and from 13:30 to 17:00 (Central European Time CET / Central European Summer Time CEST). The contact details are available on the Visiativ website (Cf. <https://www.visiativ.com/support-clients-visiativ/>).

- **Support accessibility**

The Service is accessible and Assistance Requests (AR) are handled by Visiativ's Customer Service teams in France during working hours, i.e. Monday to Friday from 8:30 am to 12:30 pm and from 1:30 pm to 5 pm (Central European Time CET / Central European Summer Time CEST), except on French public holidays and on days when Visiativ is closed for exceptional reasons, as indicated to the Customer.

Any on-call option will be subject to prior written agreement between the parties, and will be invoiced additionally if the on-call period is approved by the parties.

Access to Support is provided exclusively for Anomalies, reproducible malfunctions of standard software Solutions used in accordance with their documentation, prerequisites and recommendations specified by Visiativ.

Support Requests will be recorded in Visiativ tools to ensure traceability and processed according to their degree of criticality. In order to facilitate the execution of the Support, the Customer undertakes to accurately describe his Request and the situation he encounters (description of the context, error messages, sequence of menus, etc.), documenting it if necessary.

Support can only be provided insofar as users have been previously trained in the use of the Service and its Updates, and the Customer has the technical devices required for remote assistance. Should this not be the case, Visiativ may suspend Support with immediate effect, without the Customer being entitled to claim any compensation.

6- Definition of Assistance Request (AR)

Support is requested by opening an Assistance Request on the VISIATIV--

Any request for assistance may only be made by the Contacts designated within the framework of the Contract, and may only be made via trained users.

All Support Requests must, at a minimum, be recorded in the Visiativ support tracking and management tool and shared with the Customer.

All Assistance Requests must include the following elements and be duly documented:

- Customer name
- Contract no.
- Specific question expected or problem encountered.
- Description of the behavior observed by the customer
- Description of the behavior expected by the customer
- Scenario of actions performed by the customer to reproduce the behavior
- Any element enabling a better understanding of the behavior obtained (screenshot, video, files, etc.).

Any anomaly must be reproducible to enable it to be managed.

In order to facilitate the execution of the Support, the Customer undertakes to describe precisely the Support Request (SR) and the situation encountered (description of the context, error messages, sequence of menus, etc.), documenting it if necessary by any means at his disposal, so as to enable Visiativ to reproduce and qualify any incidents and/or anomalies brought to its attention. Visiativ will respond to the Customer either electronically or by telephone.

Classification of Requests for Assistance (RFA)

The classification of ADs follows the recommendations of the ITIL standard and is based on the following priority matrix:

| | | - Impact - | | |
|---------------------|--------|--------------|--------------|--------------|
| | | Fort | Medium | Low |
| - Emergency - | Review | P1 - High | P1 - High | P2 - Average |
| | Major | P1 - High | P2 - Average | P3 - Normal |
| | Normal | P2 - Average | P3 - Normal | P3 - Normal |

| | | |
|--------|--------|--|
| Impact | Fort | All users affected |
| | Medium | Several users are affected. If there is a workaround, it may pose time/data quality problems (risk of error). |
| | Low | Only one user is affected |

| | | |
|-----------|--------|--|
| | | |
| Emergency | Review | The problem has a major impact on production |
| | Major | The problem has an impact on production, but there's a way around it |
| | Normal | Request for information or incident with no impact on production |

Qualification is proposed by the customer when the AD is created in the support tracking tool. Visiativ can modify the qualification in accordance with the above matrix.

Assistance request processing times (DA)

Visiativ Customer Service pays particular attention to the priority of requests and does its utmost to intervene as quickly as possible according to the level of criticality qualified.

Visiativ undertakes to deal with "P1 - High" priority ADs within 8 working hours of the Assistance Request being registered during working hours.

Customer Service will do its utmost to take all DAs within 2 working days.

The status of the Support Request in the tracking tool then changes to "In progress".

7- Third-party software support

The Software Products may contain third-party software ("Third-Party Software"), from third-party publisher partners, for which Visiativ has acquired a distribution right for the purposes of marketing and integration within Visiativ's offerings. These Third-Party Software Products remain subject to the specific terms and conditions of use of the third-party publishers.

8 - backups and customer data

As this is an "on premise" solution, the customer is responsible for its own backup policy and organizes any necessary backups.

Prior to any update or new version, the Customer shall make all necessary backups.

The Customer also ensures compliance with any technical prerequisites for access to the Solution.

9- Support exclusions

The following are expressly excluded from Support: specific states and options, Specific Developments (i.e. computer programs specifically designed and produced solely for the needs of the Customer or produced by the Customer).

It is expressly agreed that Visiativ is not responsible for and does not have any obligations with respect to the following items, which are therefore excluded from the support:

- Any request for Assistance and/or Anomalies resulting from the Customer's environment;
- Any request for intervention or support on specific developments and/or specific states;
- Any request for intervention and/or anomalies concerning customer data;

- The Customer has not provided Visiativ with the information, files, documents requested for the resolution of the Anomalies, taken charge of the AD or the Customer has not expressly validated the Anomaly resolution solutions proposed by Visiativ;
- Anomalies result from use of the Solution and/or Service by the Customer and/or Users that does not comply with the Product Documentation or any other specific instructions issued by Visiativ;
- Any intervention by the Customer or a third party on the Solution not authorized by Visiativ;
- Non-compliance with the Prerequisites by the Customer ;
- The Anomalies result from a failure of the electrical power or Internet connection service, and/or a security flaw affecting the Customer's Environment.

Visiativ reserves the right to invoice the Customer for the time spent analyzing the cause of the Anomaly or AD and any resolution provided that the AD or Anomaly encountered by the Customer does not originate from the Software Product, the SaaS Service and/or services for which Visiativ is responsible.

10- Updates

Definitions

Update(s): refers to improvements made to existing standard application functionalities accessible under the Service, decided unilaterally by the Publisher, i.e. Visiativ, in the light of functional evolutions and provided that such adaptations or evolutions do not make it necessary to rewrite a substantial part of the existing standard application functionalities and associated software code. Updates also include the correction of any anomalies in the Service and in relation to their Documentation.

Updates are classified into two categories:

- New versions which imply a change in the version numbering of the Service's standard application functionalities;
- Corrective patches.

The following are expressly excluded from updates and/or new versions: specific states and options, Specific Developments (i.e. computer programs specifically designed and produced solely for the needs of the Customer or produced by the Customer).

Unless otherwise stipulated, only the latest Major Version (n), and the Major Version (n-1) within a limit of 12 months after the release of the Major Version (n) of Visiativ Application Solutions are supported and maintained.

The Customer is hereby informed that certain Updates, due to their content (functional or ergonomic changes) or their technical complexity (including, but not limited to, changes in configuration) may require Implementation Services (including training).

Visiativ undertakes to inform the Customer prior to making the said Updates available.

The Customer is hereby informed that the provision of Updates does not include the performance of Implementation Services.

The Customer is also informed that with each new Update, specific states and/or specific developments may no longer be compatible or operational.

If a new version of the software is available, it will be made available to the Customer.



Installation, migration and specific development services are excluded from Updates and are invoiced separately.

Visiativ reserves the right to impose any Update on the Customer, in particular for security reasons or for minor versions that do not require any action on the part of the Customer and/or Additional Services. Visiativ may not be held liable in the event of non-application of this obligation by the Customer.

11 -Contacts

As part of the Contract, the Customer will designate at least two main contacts. The first for the technical administration of the subscription, the second for financial aspects, billing and payment. If the Parties deem it necessary, the Customer may designate additional contacts. The Customer shall ensure that all designated contacts are and remain available. The Customer shall provide all contact details and shall ensure that the information provided is up to date and accurate.

All changes concerning the customer's main contact must be made in writing and signed by an officer of the customer's company.

In the context of Service Support, Visiativ will only respond to requests and calls from these contacts in the event of an incident. The means used to reach the Customer's designated contacts will depend on the applicable severity level.

Unless otherwise agreed by the Parties, the language of contact will be French.

12 - Governance and crisis management

Visiativ has implemented an Information Security Management System to guarantee effective incident and crisis management, which is documented and audited annually in accordance with ISO 27001.

The objectives of Visiativ's crisis management policy are as follows:

- Monitor safety incidents and identify areas for improvement
- Minimizing the potential impact on our customers
- Ensure rapid and efficient business recovery
- Maintaining data confidentiality in all circumstances
- Establish clear and transparent communication with relevant stakeholders

Visiativ undertakes to take the following steps in the event of a security incident:

- Detection and assessment: Visiativ has implemented real-time monitoring tools to detect security incidents and rapidly assess their criticality and impact.
- Crisis management: Creation of crisis units (Strategic and Operational) capable of managing critical incidents.
- Protective measures: Visiativ undertakes to take any protective measures deemed necessary by the crisis unit to isolate the incident and minimize its potential impact on customers.
- Investigation: Visiativ undertakes to carry out a systematic investigation to determine the causes of the incident and identify the measures to be taken to prevent a recurrence.
- Business resumption: Visiativ is committed to prioritizing data and service restoration operations in order to minimize the impact on customers.
- Communication: Visiativ undertakes to communicate regularly with the stakeholders concerned to keep them informed of the situation, the measures taken and any implications.

All incident notifications will be made to the customer via the Visiativ TRAVAUX site or any other Visiativ portal that will be communicated to the customer. Conversely, the customer must alert Visiativ of any security incident via the e-mail address security@visiativ.com or any other address communicated by Visiativ.