

Services Levels (SLA) and Associated Services

1. Service Level Agreements (SLAs)

Services levels (valid for production environments)	04310 SLA Standard	04316 SLA Premium	04322 SLA Business	04319 SLA First
Services availability by application process (cumulative service uptime over one (1) month)	99,5%	99,7%	99,7%	99,7%
EDI message processing performance <i>(for a maximum flow rate of 100 msg/mn and 10Ko/msg; above these values an analysis is required)</i>	2 hours	1 hour	45 minutes	30 minutes
RTO - Recovery Time Objective	4 hours			
RPO - Recovery point objective	4 hours			
GTI	15 minutes			
GTR Incident GENERIX P1 - CRITIQUE *	4 hours	3 hours	2 hours	90 minutes
GTR Incident GENERIX P2 - HIGH (MAJOR) *	8 hours	6 hours	4 hours	3 hours
GTR Incident GENERIX P3 -NORMALE *	4 p.m.	2 p.m.	8 hours	6 hours
GTR Customer request / Additional request P4	N/A	N/A	N/A	N/A

* Service restored within support opening hours.

In the event that the Customer requests to the Provider not to implement a patch in the production environment, the time taken into account for the calculation of Service Levels will be that until the Provider informs the Customer that the patch is ready to be implemented.

Exclusions

The SLA does not apply to:

- (1) non-production environments ;
- (2) any downtime or performance problems caused by or resulting from:
 - a) misuse of the Solution Application or use contrary to the purpose of the Contract;
 - b) Customer Incidents ;
 - c) during the project to implement new services for additional users or applications requested by the customer;
 - d) Planned Downtime, including downtime resulting from upgrades or Updates;
 - e) installation of safety patches or emergency repairs.
 - f) factors beyond Provider's reasonable control, including (i) any force majeure, (ii) telecommunications, Internet, outages or delays, (iii) hardware, software, networks, power or telecommunications systems not in Provider's possession, reasonable control or responsibility, and (iv) any action or inaction by the Customer or any third party; or
 - g) suspension or termination of Customer's right to use the Services in accordance with the terms of the Contract.

The Customer is aware of the technical hazards inherent in the Internet and the interruptions in access that may result. Consequently, the Provider will not be held responsible for (i) any unavailability or slowdown of the Services resulting from the state of the Internet network or (ii) equipment beyond Provider's control; and Service Level measurements will be taken between the entry and exit of Provider's data center.

2. Special conditions access to the Support

Except in the case of a support extension chosen by the Customer and specified in the Subscription Contract, Support will be provided Monday to Friday from 9:00 am to 6:00 pm, France time, excluding public holidays in France.

3. Penalties

In the event of non-compliance with the Services Levels indicators specified in this Subscription Contract, directly and exclusively attributable to the Provider, the Customer may claim penalties under the conditions defined below.

The maximum amount of all penalties that may be claimed, per month, is equal to eight percent (8%) of the monthly amount paid by the Customer for the Services concerned by the Subscription Contract.

If the Customer wishes to make use of its right to claim penalties, it must submit its request to the Provider, and the Parties will examine the request in advance and in good faith, having regard to the terms of the Contract. Penalties will only become payable once the Parties have validated the request for penalties.

After validation by the Parties, the Customer initiating the request will issue an invoice for the amount of the validated penalties. These sums will be paid within a maximum of forty-five (45) days of receipt of the invoice. By agreement between the Parties, these sums may be deducted from the invoice for the following period.

These fixed penalties are characterized as penalty clauses within the meaning of Article 1231-5 of the Civil Code and are in full discharge of obligations.

After a period of thirty (30) days from the event giving rise to the penalty, the Customer is deemed to have definitively waived application of the penalty.

Penalties for non-compliance with Service Level Agreements (SLAs):

In the event of failure to achieve the following Service Levels and following a written complaint from the Customer within thirty (30) days of the event giving rise to the failure, the Customer may request the application of the penalties set out below.

The Service Level Indicators subject to penalties are:

- SLA compliance on Solution Application AVAILABILITY RATE.
- Compliance with PERFORMANCE SUPPORT SLAs on incident handling.

Calculation of penalties:

SLA AVAILABILITY

- For the production environment, percentage of Solution Application availability in each month.
- Penalty equal to 1% of the monthly subscription for each half-percent (0.5%) below the selected SLA availability rate, up to a maximum of 4% of the monthly Subscription.

In the event of availability falling below the SLA availability rate selected over a period of three (3) consecutive months, the Provider will implement an action plan to ensure that the affected Service Levels are restored. If, at the end of this action plan, the Provider is still in default, the Parties agree to meet in order to jointly define a penalty ceiling exceptionally higher than that defined in the present Subscription Contract.

SLA PERFORMANCE SUPPORT

Within the limit of 4% of the monthly subscription, the percentage penalty applied to the monthly Subscription is defined as follows according to the SLA achievement rate, the number of incidents and the priority level P1 to P3

Percentage of all SLA tickets met	Priority P1	Priority P2	Priority P3
Between <=100% and >=90	0.30%	0.20%	N/A
Between <90% and >=85	0.50%	0.30%	0.20%
Between <85% and >=80%	0.75%	0.45%	0.30%
Between <80% et >= 60%	1.25%	0.75%	0.50%
<60%	2.50%	1.50%	1.00%

Example: During the month, 5 P1s and 5 P2s were recorded in the ticketing tool with a standard SLA.

2 out of 5 P1s and 1 out of 5 P2s are out of time, i.e. an attainment rate of 70%.

The 2 P1 out of time give a penalty 2.5% (2 times 1.25%) of the monthly rent.

P2 after the deadline will incur a penalty of 0.75% (1 times 0.75%) of the monthly rent.

A total penalty of 3.25% of the monthly rent.

4. Reversibility

In the event of termination of the contractual relationship for any reason whatsoever, provided that the Customer has paid all the invoices for the Services in question and has sent a request to this effect by registered letter with acknowledgement of receipt at least three (3) months before the end of the Contract, the Customer may benefit from a reversibility service. The aim of this service is to provide the Customer with all the data belonging to him, in a standard, structured format.

4.1 Terms and conditions of Reversibility

Upon notification by the Customer of the Reversibility, the Provider provides the Customer with, according to its choice:

- Data on digital media,
- A download link, where technically possible, enabling the Customer to access his Data. The Customer will have three (3) months from the date the download link is sent to retrieve his Data.

4.2 Financial terms of Reversibility

The Parties agree to the following financial provisions concerning the Reversibility assistance services provided by the Provider as described above:

- In the event of termination of the Contract due to a fault exclusively attributable to the Provider, he shall bear the costs incurred by him to enable Reversibility;
- In the event of termination of the Contract as a result of a breach attributable exclusively to the Customer or as a result of the Contract coming to an end, the Provider will invoice the Customer for the costs incurred and the services rendered for the implementation of Reversibility;
- These services, which are charged for ten (10) man-days, will be invoiced at the daily rate in force at the time of delivery.

5. Service Delivery Manager (SDM)

As standard, the Provider offers access to the incident management tool.

Beyond this tool, customers can interact with the Provider by contacting their sales contact or the support team. The Provider offers extended governance through the appointment of a Service Delivery Manager.

The Service Delivery Manager's main objective is to act as the customer's single point of contact, facilitating interactions with the Provider's Services by acting as a point of escalation and coordination. He offers advice to optimize the use of the Solution Application, drawing on Provider's expertise and knowledge of the Customer's context; he develops and leads continuous Services improvement plans; and finally, he provides personalized assistance and support to the Customer in the event of a major incident or crisis.

5.1 Main objectives and mission

The Service Delivery Manager promotes the quality of the subscribed Services by aligning contractual commitments with the Customers' business objectives. He/she is the voice of the Customer within Provider. His main missions are (but are not limited to) :

- Organize and lead governance committees,
- Measure and present performance indicators in relation to the SLAs set out in the Contract,
- Monitor and present all budgetary aspects of the Contract,
- Prioritize issues, escalate issues if necessary and provide crisis support to Customer,
- Work closely with Provider cross-functional teams (ITOps, Support, Professional Services, Sales, Product, to define, implement and monitor improvement plans).

As a privileged contact for the Customer, he acts as a true conductor of the orchestra. He is fully aware of the Customer's business challenges and the nature of their projects. He promotes service quality and Customer satisfaction.

5.2 Services Levels for SDM

The following Services Levels are available:

Service Delivery Management				
Services level	Standard	Premium	Business	First
Online access to Support and Incident Manager (incident dashboard, SLA, supervision)	X	X	X	X
Quarterly monitoring committee		X		
Monthly monitoring committee			X	X
Weekly production committee (remote)				X
Regular measurement of customer satisfaction		X	X	X
Billing follow-up		X	X	X
Activity supervision (communication, incidents)		X	X	X
Follow-up of change requests and development requests		X	X	X
Annual face-to-face Strategy Committee				X
Feedback from business, product and strategic experts				X
Crisis management				X

X: Activities included in the Services Levels

The activities presented in the Premium, Business and First Service Levels are carried out by a dedicated contact person (the Service Delivery Manager) during working hours and days.