

Services Levels (SLA) and Associated Services

1. Service Level Agreements (SLAs)

Services levels (valid for production environments)	04312 SLA Standard
Services availability by application process (cumulative service uptime over one (1) month)	99,5%
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
RTO - Recovery Time Objective	4 hours
RPO - Recovery point objective	4 hours
GTI	15 minutes
GTR Incident GENERIX P1 - CRITIQUE *	4 hours
GTR Incident GENERIX P2 - HIGH (MAJOR) *	8 hours
GTR Incident GENERIX P3 - NORMALE *	16 hours
GTR Customer request / Additional request P4	N/A

* Service restored within support opening hours. Please note that the calculation of Service Levels does not include the time required to reproduce an anomaly.

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. Special features relating to the processing of Customer Incidents

Should the Customer's request prove to be outside the scope of the present contract, i.e. motivated not by the transmission to the support service of an Anomaly but of a Customer Responsibility Incident, the following financial conditions will apply:

Customer Incident unit price, i.e. €500 excl. tax * number of quarterly Customer Incidents invoiced in arrears.

Each Customer Incident is billed separately.

Invoicing of Incidents for which the Customer is responsible (excluding Incidents requiring the setting up of a crisis unit) will begin within one (1) month of the signing of the Operational Acceptance Test (OAT) report for the project phase.

4. Penalties

In the event of non-compliance with the Services Levels indicators specified in this Subscription Contract, directly and exclusively attributable to the Provider, on the express condition that he is up to date with all payments due under the Contract, 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 ten percent (10%) 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 days from the event giving rise to the penalty, the Customer is deemed to have definitively waived application of the penalty.

4.1 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.

4.2 Calculation of penalties:

SLA AVAILABILITY

- For the production environment, the 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 10% 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 10% 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:

Production deadlines	Expected service commitments	Metrics indicators	Penalty points
Incidents Generix P1 Resolution/workaround times	Number of P1 incidents resolved within the deadline / (Total number of P1 incidents)	98% of P1 incidents handled within the agreed service level subscribed	03
Incidents Generix P2 Resolution/workaround times	Number of P2 incidents resolved within the deadline / (Total number of P2 incidents)	90% of P2 incidents handled within the agreed service level	02
Incidents Generix P3 Resolution/workaround times	Number of P3 incidents resolved within the deadline / (Total number of P3 incidents)	80% of P3 incidents handled within the agreed service level	01

Number of penalty points	Penalty rate on monthly rent
1 to 3 points	3%
4 to 6 points	5%
7 to 10 points	8%
More than 10 points	10%

Example: During the month, 5 P1s and 5 P2s were recorded in the ticketing tool with a standard SLA. 1 P1 is out of time on 5 and 2 P2 are out of time on 5.

For P1 incidents, the achievement rate is 80% (less than 98%) and results in a penalty of 3 points.

For P2 incidents, the achievement rate is 60% (less than 90%) and results in a penalty of 2 points.

The total of 5 penalty points corresponds to a penalty of 5% of the monthly rent.

5. 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.

5.1 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.

5.2 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.

6. Description of third-party application maintenance (TMA), configuration, and specific integration

Désignation	Montant (HT)
<p>Monitoring, support, and maintenance of configuration, data integration, hardware integration and integration with other systems, specific developments</p> <p>Standard support (Monday to Friday, 9 a.m. to 6 p.m.) level 2 (not directly with users) for questions about operation, configuration, integration, or problems other than software</p> <p>Updates to integration or specific configuration documentation if changes are made during the run phase</p> <p>Specific configuration changes</p> <p>Corrections to be made to data integration or with hardware or third-party systems following a change or problem arising from data feeds or third-party system hardware independent of the software</p> <p>Field visit, satisfaction survey</p> <p>Study of new requirements</p> <p>COFIL in the run phase</p>	<p>3 billing options available:</p> <ul style="list-style-type: none"> • Flat rate of 20% of set-up costs • Or annual TMA budget to be calibrated together at the end of the build phase, • Or monthly billing based on time spent
<p>Option:</p> <p>Evening and Saturday on-call fees</p> <p>Evening and weekend on-call fees</p>	<p>€4,750/year</p> <p>€9,000/year</p>