

General Terms and Conditions of Use of TELELOGOS Associated Services (“Associated Services GTCU”)

1. DEFINITIONS

“**Software GTCR**” refers to the General Terms and Conditions of Resale of the Software communicated to and accepted by the PARTNER on the date of conclusion of this agreement, available in the Partner area of the TELELOGOS website at the following address: <https://www.telelogos.com/en/legal/>. These terms and conditions govern the contractual relationship between TELELOGOS and the PARTNER.

“**Change**” refers to the modification of a component to apply patches or to modify new functionalities.

“**Customer**” refers to the customer of the PARTNER to which the PARTNER resells the TELELOGOS Software in Purchase Mode or Subscription Mode.

“**Customer Agreement**” refers to the agreement entered into between the PARTNER and the Customer for the use of the Software solution in Purchase Mode or Subscription Mode, which must specify and include all of the rights, obligations and responsibilities of TELELOGOS that are provided for in the Software GTCR and in the Associated Services GTCU.

“**Software Partnership Agreement**” refers to the partnership agreement between TELELOGOS and the PARTNER for the resale of the Software, which sets out the particular terms and conditions applicable to the contractual relationship between TELELOGOS and the PARTNER.

“**Patch**” is a change to the Software that allows a Malfunction to be resolved without having to wait for a new Major or Minor Version to be released.

“**TC**” refers to the technical contact designated by the Customer.

“**Malfunction**” refers to a fault, an anomaly or a non-conformity in relation to the technical documents for the Software; the Malfunction is (i) “**Critical**” when it makes it impossible to use a Software function and there is no alternative workaround solution, (ii) “**Major**” when the Malfunction makes it impossible to use a Software function but it may be worked around using a palliative solution, and (iii) “**Minor**” when it does not impede use of the Software.

“**Upgrade**” refers to a change to the Software, integrating the development of a new function or new service, the support of a new environment, a new interface, a new configuration and/or a performance improvement.

“**Software**” refers to all the elements defined and listed in **Annex 1** of the Software Partnership Agreement, which are all developed and published by TELELOGOS.

“**Purchase Mode**” means the PARTNER obtains from TELELOGOS, in the name of and on behalf of his or her Customer, a license to use the Software for an indefinite period.

“Subscription Mode” means the PARTNER obtains from TELELOGOS, in the name of and on behalf of his or her Customer, a temporary right to use the Software.

“PARTNER” means any professional who has entered into a Software Partnership Agreement with TELELOGOS, for the purpose of distributing one or more Software solutions in Purchase or Subscription Mode to his or her clientele, and for this purpose having obtained the title of Certified Partner, and thus being able to provide Associated Services directly to his or her Customers.

“Associated Services” means the support services (the **“Support Service”**) and maintenance services (the **“Maintenance Service”**), defined in the Associated Services GTCU, relating to a Software and provided directly by TELELOGOS or indirectly via a PARTNER, to a Customer (i) benefiting from the Maintenance Service in connection with the use of the Software in Subscription Mode, or (ii) subscribed to Support and/or Maintenance Services, in connection with the use of the Software in Purchase Mode or Subscription Mode.

“Patch Version” is a new version of the Software that encompasses several Patch solutions.

“Currently-for-sale version” refers to the latest version published.

“Major Version” is a new version of the Software that provides substantial upgrades.

“Major Version” is a new version of the Software that provides enhancements to a Major Version in terms of new features and patches.

2. OBJECT OF THE ASSOCIATED SERVICES GTCU

The purpose of these general terms and conditions of use is to define the terms and conditions of the Associated Services, provided by TELELOGOS directly or indirectly through a PARTNER, to any Customer receiving or having subscribed to the said Associated Services in the context of Software use.

The Customer, after having read the content and terms of the Associated Services, and having considered whether to make use of them, may decide to subscribe and/or accept the benefits as appropriate.

IT IS SPECIFIED THAT SUBSCRIPTION TO THE ASSOCIATED SERVICES DOES NOT COVER ANY ADDITIONAL SERVICES OTHER THAN THOSE DESCRIBED BELOW. FOR EXAMPLE, ANY TRAINING OR CONSULTING SERVICES RECOMMENDED BY TELELOGOS OR THE PARTNER, WHERE APPROPRIATE, OR REQUESTED DIRECTLY BY THE CUSTOMER WILL BE THE SUBJECT OF A SEPARATE AGREEMENT BETWEEN TELELOGOS AND AS APPROPRIATE THE CUSTOMER OR THE PARTNER.

3. SUPPORT SERVICE

The Customer or PARTNER, as the case may be, may benefit from a Support Service for the entire period during which the version of the Software, which is the subject of the Agreement, is maintained, and then for a period of twenty-four (24) months from the end of maintenance of the said version of the Software.

As part of this Support Service, TELELOGOS provides, depending on the Customer or PARTNER, a Service Center to assist, as the case may be, the Customer or the PARTNER in the implementation, set up and use of the Software in standard environments



(operating systems, telecommunication networks, telecommunication interfaces, supported hardware) mentioned in the technical documentation for the Software.

To this end, the Customer shall designate a member of its staff as the Technical Contact (TC), who shall be in charge of Software management and administration and who shall monitor the relationship with either the PARTNER or TELELOGOS. The TC's contact details shall be communicated to TELELOGOS by the Customer and/or the PARTNER. If a TC is replaced, TELELOGOS must be notified of this change at the earliest opportunity.

The first call to the Service Center for assistance shall be made exclusively by the TC or the PARTNER, as the case may be. It is identified by a "ticket number" assigned by TELELOGOS. All calls concerning the same support request are identified using the same ticket number.

At each call, as the case may be, the TC or the PARTNER must be able to communicate to TELELOGOS the Customer's identification number and the ticket number.

The Service Center is open on weekdays from Monday to Thursday from 9:00 am to 6:00 pm and on Fridays from 9:00 am to 5:00 pm (GMT+2).

The Service Center can be contacted:

- By email: support@telelogos.com
- By Phone at: +33 (0)2 41 22 70 18

TELELOGOS reserves the right to modify these schedules and/or contact details, and shall inform as appropriate the Customer or the PARTNER of such modifications by any means available.

TELELOGOS undertakes to make every effort to implement the following actions as quickly as possible:

Actions	Maximum processing time
– Handle a request for assistance	Eight (8) hours from opening the support ticket
– Provide a satisfactory answer	Sixteen (16) hours from opening the support ticket
– Process a request relating to an Upgrade	Thirty (30) hours from opening the support ticket

THE NUMBER OF CALLS TO THE SERVICE CENTER IS NOT LIMITED DURING THE ENTIRE PERIOD THAT THE CUSTOMER BENEFITS FROM THE SUPPORT SERVICE, IT BEING SPECIFIED THAT THE CUSTOMER UNDERTAKES TO CONTACT THE SERVICE CENTER IN A REASONABLE AND INFORMED MANNER.

4. MAINTENANCE SERVICE



Any Customer with a temporary use right for a Software may, after subscription, benefit from a Maintenance Service for the entire period during which the version of the Software, which is the subject of the Agreement, and is currently being sold, and then for a period of twelve (12) months from the release date of the following version of the Software.

This Maintenance Service is provided, as the case may be, directly by TELELOGOS or indirectly via the PARTNER.

During the entire period that the Customer has subscribed to the Maintenance Service, TELELOGOS shall make available, as the case may be, to the Customer or the PARTNER:

- any new Major, Minor or Patch Version of the relevant Software; and
- the patching of possible Malfunctions for the versions of the Software supported by TELELOGOS – namely the versions on the market and the previous versions from the previous twelve (12) months. The Customer acknowledges and agrees that if he or she uses a version of the Software prior to the supported versions, TELELOGOS will not perform any diagnostics or Patches.

It is specified that in order to be repaired, a Software malfunction must be reproducible, which implies the following:

- the occurrence of an incident; and
- the possibility for TELELOGOS to reproduce it.

Subject to these reservations, in the event of a Malfunction of the Software, TELELOGOS undertakes to make every effort and to deploy the necessary means to fix the malfunction as quickly as possible, and in particular:

Nature of the malfunction	Maximum time for a response from opening the support ticket	Maximum time for a work around from opening the support ticket	Maximum time for a resolution from opening the support ticket
Critical	2 hours	10 hours	5 working days
Major	4 hours	3 working days	15 working days
Minor			Effort to integrate it into the next Major or Minor Version

In particular:

- In the event of a Critical Malfunction: a diagnosis and development plan for a Patch will be carried out within the aforementioned deadlines, and will be communicated, as appropriate, to the Customer or the PARTNER. A Patch will then be made available; then incorporated into the next Patch, Major or Minor Version of the Software;
- In the event of a Major Malfunction: a diagnosis will be carried out within the aforementioned deadlines, and all necessary means will be used to propose a palliative solution. A Software patch shall then be developed by



TELELOGOS and made available in a Patch or in a new Patch, Major or Minor version of the Software; and

- In the event of a Minor Malfunction: if possible, a Patch will be integrated in the next new Major or Minor version of the Software.

TELELOGOS will inform the Customer or PARTNER, as appropriate, as soon as a Patch, or a new Major, Minor or Patch Version of the Software becomes available, and will provide a download link.

In general, TELELOGOS shall perform the diagnosis of an incident or an anomaly and carry out the Software Patches in its own premises. If an intervention by TELELOGOS in the premises of the Customer or the PARTNER proves necessary:

- this intervention, as well as the associated travel expenses, shall be borne by the Customer or PARTNER, unless the intervention of TELELOGOS reveals that the alleged incident or anomaly is a Malfunction;
- The Customer and/or PARTNER, as applicable, undertake to:
 - allow TELELOGOS access to the operating environment related to the incident or anomaly;
 - provide TELELOGOS with the technical documentation for this environment; and
 - back up its data before the intervention by TELELOGOS.

THE CUSTOMER DECLARES TO BE THE HOLDER OF A CIVIL LIABILITY INSURANCE POLICY COVERING ALL DAMAGE WHICH COULD BE CAUSED TO TELELOGOS DURING AN INTERVENTION IN HIS OR HER PREMISES.

TELELOGOS SHALL NOT BE LIABLE FOR SYNCHRONIZATION MALFUNCTIONS DUE TO HARDWARE DEFECTS IN CUSTOMER PLAYERS/DEVICES.

IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE L122-6-1 OF THE INTELLECTUAL PROPERTY CODE, TELELOGOS RESERVES THE EXCLUSIVE RIGHT TO CORRECT ANY ERRORS AND MALFUNCTIONS IDENTIFIED RELATING TO THE SOFTWARE.

5. WORKING RELATIONS

In order to allow TELELOGOS to provide the Associated Services, the Customer and/or the PARTNER, as the case may be, shall undertake in particular to:

- refer to the Software technical documentation before making any request or call to the Service Center;
- make available to TELELOGOS any necessary information requested by TELELOGOS in connection with the provision of an Associated Service; and
- facilitate access by TELELOGOS staff to all of its facilities as necessary and to ensure free access by TELELOGOS staff to the premises and any relevant contacts.

6. RESPONSIBILITY – WARRANTY



6.1 Liability and Warranty of TELELOGOS

TELELOGOS fulfills its contractual obligations with the greatest duty of care characteristic of its profession. TELELOGOS is responsible for the services it provides in accordance with the rules of general law and is subject to an obligation of means.

THE CONDITIONS UNDER WHICH TELELOGOS MAY BE HELD LIABLE IN RESPECT OF THE CUSTOMER WHO HAS DIRECTLY CONTRACTED TELELOGOS ARE DESCRIBED IN THE AGREEMENT CONCLUDED WITH THE LATTER.

IF THE CUSTOMER HAS CONTRACTED THROUGH A PARTNER, THE CUSTOMER MAY NOT HOLD TELELOGOS LIABLE UNDER ANY CIRCUMSTANCES WHATSOEVER. THE CUSTOMER MUST TAKE ACTION AGAINST THE PARTNER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CUSTOMER AGREEMENT.

THE PARTNER ASSUMES ALL RESPONSIBILITY IN RESPECT OF THE CUSTOMER, AS APPLICABLE.

6.2 Liability and Warranty of the Customer

THE CUSTOMER OR WHERE RELEVANT, THE PARTNER IS SOLELY RESPONSIBLE FOR ANY CONSEQUENCES RELATED TO THE HOSTING OF THE CUSTOMER'S INFORMATION AND DATA ON THE CUSTOMER'S SERVERS, THE PARTNER'S SERVERS OR ANY OTHER SERVICE PROVIDER MANDATED BY ONE OF THESE.

7. MISCELLANEOUS PROVISIONS

7.1 Assignment of rights

The Customer's rights arising from this Agreement may not be assigned and/or transferred in any form whatsoever to third parties without the prior written consent of TELELOGOS.

7.2 Notifications

All notices in connection with the execution of the Associated Services must be sent to the domicile address of each party concerned by registered letter with acknowledgment of receipt or by email with acknowledgment of receipt.

7.3 Applicable law and jurisdiction

These terms and conditions are governed by French law.

FOR ALL DISPUTES CONCERNING THE VALIDITY, INTERPRETATION, EXECUTION, RESOLUTION, CONSEQUENCES AND REPERCUSSIONS OF THE ASSOCIATED SERVICES GTCU, THE COMPETENT COURT IS THE COMMERCIAL COURT OF ANGERS.

