

General Conditions Support and Maintenance ("GCSM")

1. DEFINITIONS

"GCOPS" means the General Conditions to On Premise Subscription, available on the Website, and setting out the conditions of use of Software in On Premise Subscription Mode.

"GCTS" or "GC Telelogos SaaS " means the General Conditions of Telelogos SaaS, available on the Website, setting out the conditions of access and use of SaaS Telelogos.

"GCS" means the General Conditions of Sale, available on the Website, defining the terms and conditions of sale, payment and delivery of products and services provided by Telelogos.

"Customer" refers to the legal entity that has subscribed to a Software package from Telelogos, directly or indirectly through the Partner, for the purposes of its commercial activity.

"Workaround" means the provision of a temporary solution enabling a Customer to continue to use a feature despite a Malfunction.

"Customer-Partner Agreement" means the agreement concluded between the Partner and the Customer, the purpose of which is, in particular, for the Customer to obtain a License or Rights of Use.

"RPA" or "Resale Partnership Agreement" means the partnership agreement, concluded between Telelogos and the Partner, the purpose of which is to set the conditions under which the Partner is authorized to distribute Software(s).

"Corrective" means a modification to the Software that resolves a Malfunction, without having to wait for the availability of a new Major or Minor Version.

"Software Documentation" means the technical documentation for installation and use of the Software, available upon implementation of the Software.

"Right of Use" means the temporary, non-exclusive and non-transferable rights of access and use granted to the Customer by Telelogos, directly or through a Partner, to the Software, or Telelogos SaaS.

"Malfunction" means a defect, anomaly or non-conformity of the Software in relation to the Software Documentation.

"Blocking Malfunction" means a malfunction which completely prevents the user from performing an essential task of the Software, for which there is no workaround, and which has a significant direct impact on the Customer's business in terms of loss of productivity or revenue.

"Evolution" means a modification to the Software that includes the development of a new function or service, support for a new environment, a new

interface, a new parameterization, and/or an improvement in performance.

"License" means the license agreement, governing the terms and conditions under which Telelogos grants a non-exclusive, non-transferable right to use the Software.

"Software(s)" means the Software(s) developed and published by Telelogos, listed in the Purchase Order or Quotation, or as the case may be in the Customer Contract .

"On Premise Subscription Mode" means the acquisition by the Customer, directly or indirectly, through a Partner, of a Right of Use to the Software, installed and hosted on the Customer's servers.

"Partner" means any professional who has entered into a Resale Partnership Agreement with Telelogos.

"Certified Partner" means a Partner who has been trained and certified by Telelogos, under the terms of the Resale Partnership Agreement.

"Parties" or "Party" means collectively or individually, Telelogos and/or the Customer.

"Acknowledgement" means the actual acknowledgement of a Support request received by Telelogos.

"Resolution" means the provision of a definitive correction of a Malfunction.

"Support and Maintenance Services" means the support services (the **"Support Service"**) and maintenance services (the **"Maintenance Service"**), defined in the Support and Maintenance GTC, relating to Software and provided, directly by Telelogos or indirectly through a Certified Partner, to a Customer.

"Service Support" refers to the support service described in article 3 of the Support and Maintenance GC.

"Maintenance Service" refers to the maintenance service described in article 4 of the Support and Maintenance GC.

"Website" refers to the Telelogos website, <https://www.telelogos.com>.

"Level 0 Support" includes access by the Customer or Partner to Telelogos' online support tools, which provide answers to questions about installing and using the Software, or solutions to Malfunctions already identified and resolved. These tools include online help for the Software, as well as various resources accessible via the Telelogos support portal, such as user guides, tutorials, technical documentation and knowledge bases.

"Level 1 Support" includes assistance to customers who have not found a solution under Level 0 Support. This assistance is provided by a Certified Partner, or by Telelogos when the Customer benefits from or has subscribed to the Support and

Maintenance Service. This assistance includes helping customers to implement, configure and use the Software, and to resolve incidents and malfunctions, in standard environments as described in the Software Documentation.

"Level 2 Support" includes the resolution of complex incidents and unresolved malfunctions. In coordination with the Certified Partner or Customer, Level 2 Support analyzes incidents to identify causes, implement workarounds and develop corrective measures.

"Level 3 Support" includes the development of Patches.

"Corrective Version" is a new version of the Software whose purpose is to bring together several Corrective Features.

"Release Version" means the latest available Major or Minor version of the Software.

"Major Release" is a new version of the Software making significant structural and functional changes that may result in incompatibilities with previous versions.

"Minor Version" is a new version of the Software intended to add new features, improve performance or correct Malfunctions, while maintaining compatibility with previous versions.

2. SUBJECT SUPPORT AND MAINTENANCE CONTRACTS

The purpose of these General Conditions of Support and Maintenance is to define the terms and conditions of the Support and Maintenance Services, provided by Telelogos directly or indirectly through a Certified Partner, in the context of the use of Software or Rights of Use, to any Customer benefiting from or having subscribed to the Support and Maintenance Services. The Support and Maintenance GC supplement the other documents provided to the Customer, with which they form a contractual whole.

3. SERVICE SUPPORT

3.1 Definition

Support Service refers to the service provided to Customers, by Telelogos or by a Certified Partner, to assist them in using the Software or the Rights of Use and to help them resolve incidents. As part of the Support Service, Telelogos makes available to Certified Partners as well as to Customers benefiting from or having subscribed to the Support Service:

- Level 0 Support; and
- Level 1 Support.

The Support Service is provided by Telelogos on the Release Version of the Software as well as on each previous release for a period of thirty-six months (36) from the release date of the next release.

3.2 Access to Support

Support is available on working days from Monday to Thursday, from 9am to 6pm, and on Fridays from 9am to 5pm (GMT+2). Requests for assistance can be made by creating a ticket on the <https://support.telelogos.com> portal, or by sending an e-mail to the following address: support@telelogos.com, or by calling +33 (0)2 41 22 70 18. Telelogos reserves the right to change these times and/or contact details at any time. Telelogos assigns a number to each ticket, which must be communicated by the Customer or Partner for each new exchange relating to the support request. There is no limit to the number of times the Support Service can be accessed, provided that this number is reasonable and advised.

3.3 Blocking malfunction

When a ticket is opened by a Customer or Partner, the latter indicates whether it is a Blocking Malfunction. After analysis, Telelogos may requalify the malfunction and justify its decision.

To ensure rapid handling, tickets for Blocking Malfunctions must be opened with Telelogos by creating a ticket on the portal or by telephone, not by e-mail.

3.4 Deadlines

Telelogos undertakes to use its best efforts to process Support Service requests within the following timeframes:

- **Blocking malfunction** : Support within two (2) working hours; proposal of a workaround solution within ten (10) working hours; resolution within five (5) working days.
- **Other malfunctions, requests for assistance, requests for upgrades**: Support within eight (8) working hours; proposal of a workaround solution within three (3) working days; efforts to provide a resolution in a future version.

It is specified that in order to be repaired, a Malfunction must be reproducible, which implies (i) the occurrence of an incident, and (ii) the possibility, for Telelogos, of reproducing it. Bypass and Resolution times are measured as soon as the Malfunction is observed and reproduced by Telelogos. Telelogos informs the Customer or the Certified Partner, as the case may be, as soon as a Corrective, or a new Corrective, Minor or Major Version is available, and communicates the download procedure.

4. MAINTENANCE DEPARTMENT

The Maintenance Service refers to the provision to Customers who have subscribed to the Maintenance Service of Corrective Versions and new versions of the Software - Corrective Version, Minor Version, Major Version - in order to correct malfunctions, add new functions, adapt the



Software to new environments and improve its performance. As part of the Maintenance Service, Telelogos provides, for the benefit of customers who benefit from or have subscribed to this service, directly or via Certified Partners :

- Level 2 Support; and
- Level 3 Support.

In accordance with the provisions of article L.122-6-1 of the French Intellectual Property Code, Telelogos reserves the exclusive right to correct any malfunctions observed in connection with the Software. The Maintenance Service is provided by Telelogos for the Version of the Software currently on the market, as well as for each previous version, for a period of twelve (12) months from the date of commercialization of the next version.

5. COLLABORATION

In order to enable Telelogos to perform the Support and Maintenance Services, as the case may be, the Customer or Partner undertakes in particular to:

- please refer to the Software Documentation before requesting support;
- provide Telelogos with any necessary information requested by Telelogos;
- back up its data prior to any intervention by Telelogos; and
- give Telelogos access to the operating environment of the Software concerned, and make available to Telelogos the technical documentation relating to this environment.

In general, Telelogos performs the diagnosis of an incident or Malfunction and carries out the Corrective Actions from its own premises. In the event of necessary intervention at the Customer's or Partner's premises, the Customer or Partner, as the case may be, undertakes to facilitate access by Telelogos personnel to its premises and to bear all costs of such intervention, unless the intervention is the result of a Malfunction.

6. TERMINATION OF SUPPORT AND MAINTENANCE SERVICES

Each Party shall be entitled to request termination of the Support and Maintenance Services in the event of failure by the other Party to comply with any of its contractual obligations. Termination will be effective within thirty (30) days of the sending of a formal notice to remedy the breach, which has remained unsuccessful. Such formal notice shall specifically state the aggrieved Party's intention to implement the present clause. The fact that a Party does not avail itself of a breach by the other Party of any of its obligations shall not be construed as a waiver of the present clause for the future.

