

SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

("SUPPORT AND MAINTENANCE T&Cs")

1. DEFINITIONS

"Blocking Malfunction" means a malfunction that 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 lost productivity or revenue.

"Certified Partner" means a Partner who has been trained and certified by Telelogos, in accordance with the terms of the RPA.

"Corrective Version" means a new version of the Software intended to combine multiple fixes.

"Current Commercially Available Version" refers to the latest available Major or Minor version of the Software.

"Customer" refers to the legal entity that has subscribed to Software from Telelogos, directly or indirectly through the Partner, for its business operations.

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

"Handling" means the start of the processing of a Support Request received by Telelogos.

"Level 0 Support" includes access, by the Customer or Partner, to Telelogos' online support tools, which contain answers to questions regarding the installation and use of the Software or solutions to Malfunctions that have already been identified and resolved. These tools include Software's online help as well as various resources accessible through the Telelogos support portal, such as user guides, tutorials, technical documentation, and a knowledge base.

"Level 1 Support" provides assistance to Customers who have not found a solution through Level 0 Support. This assistance is provided by a Certified Partner, or by Telelogos when the Customer has subscribed to the Support and Maintenance Service. This assistance includes the reissuance of license keys and Rights of Use, as well as guiding customers through the implementation, configuration, and use of the Software, and the resolution of 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 the Customer, Level 2 Support analyzes incidents to

identify causes, implement workarounds, and develop fixes.

"Level 3 Support" includes the development of fixes.

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

"Maintenance Service" means the maintenance service described in Section 4 of the Support and Maintenance Terms and Conditions.

"Major Version" is a new version of the Software that introduces 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.

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

"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.

"On-Premise Subscription T&Cs" means the On-Premise Subscription Terms and Conditions, available on the Website, which set forth the terms and conditions for using Software under an On-Premise Subscription.

"Parties" or **"Party"** refers collectively or individually to Telelogos and/or the Customer.

"Partner" means any professional who has entered into a RPA with Telelogos.

"Patch" means a modification to the Software that resolves a Malfunction without having to wait for a new Major or Minor Version to become available.

"Resale Partnership Agreement" or **"RPA"** means the partnership Contract entered between Telelogos and the Partner, the purpose of which is to establish the terms under which the Partner is authorized to distribute one or more Software products.

"Resolution" means the provision of a definitive fix for a Malfunction.

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

“Software” means the software program(s) developed and published by Telelogos, listed in the Purchase Order.

“Software Documentation” means the technical documentation for the installation and use of the Software, available upon opening the Software and/or on the Website.

“Support and Maintenance Services” refers to the support services (the **“Support Service”**) and maintenance services (the **“Maintenance Service”**), as defined in the Support and Maintenance Terms and Conditions, relating to Software and provided to the Customer directly by Telelogos or, where applicable, through a Certified Partner.

“Support Period” means, for a given Software product, the period during which Telelogos provides the Support Service and/or the Maintenance Service for the Current Commercially Available Version and, where applicable, for certain prior versions, in accordance with Sections 3 and 4 below.

“Support Service” means the support service described in Section 3 of the Support and Maintenance Terms and Conditions.

“Telelogos SaaS T&Cs” means the Telelogos SaaS Terms and Conditions, available on the Website, which set forth the terms and conditions for access to and use of Telelogos SaaS.

“TS” means the Terms of Sale, available on the Website, defining the terms and conditions of sale, payment, and delivery of the products and services provided by Telelogos.

“Update” means a modification to the Software that includes the development of a new feature or service, support for a new environment, a new interface, new configuration options, and/or a performance improvement.

“Website” means the Telelogos website, <https://www.telelogos.com>.

“Workaround” means the provision of a temporary solution enabling a Customer to continue using a feature despite a Malfunction.

2. PURPOSE OF THE SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

The purpose of these Support and Maintenance Terms and Conditions is to define the terms and conditions of the Support and Maintenance Services provided by Telelogos, either directly or indirectly through a Certified Partner, in connection with the use of Software or a License, to any Customer who benefits from or has subscribed to the Support and Maintenance Services. The Support and Maintenance Terms and Conditions supplement the other documents provided to the Customer, with which they form a single contractual package.

3. SUPPORT SERVICES

3.1 Definition

The 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 provides Certified Partners as well as Customers who benefit from or have subscribed to the Support Service with:

- Level 0 Support; and
- Level 1 Support.

The Support Service is provided by Telelogos for the Current Available Version of the Software as well as for each previous version for a period of thirty-six (36) months from the release date of the next version, subject to the Support period defined by Telelogos for the Software in question.

3.2 Access to the Support Service

Support services are available on business days from Monday through Thursday, 9:00 a.m. to 6:00 p.m., and on Friday from 9:00 a.m. to 5:00 p.m. (GMT+2). To request support, create a ticket on the portal <https://support.telelogos.com>, send an email to support@telelogos.com, or call +33 (0)2 41 22 70 18. Telelogos reserves the right to modify these hours and/or contact information at any time, provided that the Customer is notified in advance by any appropriate means. Telelogos assigns a number to each ticket, which must be provided by the Customer or Partner in every subsequent communication regarding the support request. There is no limit on the number of times the Support Service may be accessed, provided that such use is reasonable and prudent.

3.3 Blocking Malfunction

When a Customer or Partner opens a ticket, they must indicate whether it involves a Blocking Malfunction. Upon Handling of the case and following analysis, Telelogos may reclassify the malfunction, providing justification for this decision. To ensure prompt Handling, tickets for Critical Malfunctions must be submitted to Telelogos by creating a ticket on the portal or by phone, and not via email.

3.4 Turnaround Times

Telelogos commits to using its best efforts to process Support Service requests within the following timeframes:

- **Blocking Malfunction:** Handling within two (2) business hours; proposal of a workaround within eight (8) business hours; resolution within five (5) business days.
- **Other Malfunctions, Support Requests, Feature Requests:** Handling within eight (8) business hours; workaround proposed within three (3) business days; efforts made to provide a resolution in a future version.



It is specified that, to be resolved, a Malfunction must be reproducible, which implies (i) the occurrence of an incident, and (ii) the ability of Telelogos to reproduce it. The timeframes for workarounds and resolutions are measured once the Malfunction has been observed and reproduced by Telelogos. Telelogos will notify the Customer or the Certified Partner, as applicable, as soon as a Fix, or a new Corrective, Minor, or Major Version is available, and will provide the download procedure. The timeframes above are response and processing time targets and do not constitute guarantees of results. Telelogos shall not be held liable for any reasonable exceeding of these timeframes, provided that it makes efforts consistent with professional standards.

4 MAINTENANCE SERVICE

The Maintenance Service refers to the provision to Customers who are subscribed to or have purchased the Maintenance Service of Patches as well as new versions of the Software—Patch, Minor Version, or Major Version—in order to correct Malfunctions, add new features, adapt the Software to new environments, and improve its performance. As part of the Maintenance Service, Telelogos provides the following to Customers who receive or have subscribed to this service, either directly or through Certified Partners:

- Level 2 Support ; and
- Level 3 Support.

In accordance with the provisions of Article L.122-6-1 of the Intellectual Property Code, Telelogos reserves the exclusive right to correct any identified Malfunctions related to the Software. The Maintenance Service is provided by Telelogos for the Current Commercially Available Version of the Software as well as for each previous version for a period of twelve (12) months from the release date of the next version, subject to the Support Period defined by Telelogos for the Software in question.

5 COLLABORATION

To enable Telelogos to perform the Support and Maintenance Services, as applicable, the Customer or Partner agrees, in particular, to:

- consult the Software Documentation before making any support request;
- provide Telelogos with any necessary information requested by Telelogos;
- back up its data prior to any intervention by Telelogos; and
- provide Telelogos with access to the operating environment of the relevant Software and make available to Telelogos the technical documentation pertaining to that environment.

Generally, Telelogos performs diagnostics for an incident or malfunction and implements fixes from its own premises. If on-site intervention at the Customer's or Partner's location is necessary, the Customer or Partner, as applicable, agrees to facilitate access for Telelogos personnel to its premises and to bear all costs associated with such intervention, unless the intervention results from a Malfunction attributable to Telelogos.

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 a breach by the other Party of any of its contractual obligations. Termination shall take effect thirty (30) days after the sending of a formal notice to remedy the identified breach, which has remained unaddressed. This formal notice must specifically state the aggrieved Party's intention to invoke this clause. The fact that a Party does not invoke a breach by the other Party of any of its obligations shall not be construed in the future as a waiver of the right to invoke such a breach. Termination of the Support and Maintenance Services shall have no effect on amounts already invoiced or due for such services as of the date of termination, which shall remain payable to Telelogos, subject to applicable mandatory provisions.

