MERCURE SUPPORT AND MAINTENANCE POLICY

Definition of maintenance and support:

The purpose of maintenance and support is to ensure the functionality and proper use of the Services by correcting, if necessary, the Anomalies.

The support payment entitles clients to:

• All minor and major Updates released during the support period, whether corrective or evolutive.

• Access to the hotline (phone & mail). Hotline schedule • from 9h to 18h (GMT + 1h), for working days and excluding French holidays • by telephone on +33 (0) 9 77 21 79 05 • by email at support@ockham-solutions.fr

• Creation of recurring import formats

Types of Anomalies

Anomaly ("Anomaly") is any defect, bug, malfunction, error or reproducible nonconformity that either impedes the normal use of all or part of the functionality of the Services, or causes a result or action that does not conform to the specifications, or allows the use of features but by means of an unusual procedure while the Services are used in accordance with their purpose.

• Critical: causes a total unavailability of the Services. It can manifest itself in the form of a systematic crash, the collapse of the response time or the freezing of the application, disturbing or very seriously disturbing the exploitation.

• Blocking: causes a serious malfunction of the application that prevents the completion of an action, produces results or leads to misinterpretations. There is no workaround that would achieve the same ends through other biases in the application.

• Non-blocking: abnormal behavior of the application, not conforming to its documentation, which causes a real inconvenience for the user. This may be a man-machine interface defect, translation, or inaccessible or gray menu options. There are usually workarounds.

• Not reproduced: In case of non-reproduction by the Support Center of a problem supposedly submitted by a Customer, and despite the mobilization of technical and human resources needed by the publisher, the Service Provider can not under any circumstances be accused of non-compliance or in default on the following support commitments.

Anomalies Management

As part of its support service, the Service Provider undertakes, as part of an obligation of means, to:

• **Acknowledge receipt** of the request by email to the issuer **within twenty-four (24) working hours** (one (1) working day) from the time of receipt of the request.

• **immediately implement** the appropriate human and technical resources and make best efforts to reproduce the situation described and correctly diagnose the request.

• **Provide this diagnosis** in written form by email to the issuer, indicating in particular the classification of the request, if applicable the level of severity and priority of the problem, at the latest **within forty eight (48) working hours,** i.e. two (2) working days after the receipt of the request.

• in the case of a Critical Anomaly, **make best efforts** to provide a solution, whether temporary, partial or complete, **within seventy-two (72) working hours**, ie three (3) working days after the diagnosis is sent.

• in the case of a Blocking Anomaly, **make best efforts** to provide a solution, whether temporary, partial or complete, **within eight (8) working days** after sending the diagnosis.

• in the case of a Non-Blocking Anomaly, **make best efforts** to correct the problem in the next version (corrective or evolutive) of the Services.

The solution might be an answer, a fix, or a satisfactory work-around to the Service Request. The Service Provider measures Service Level achievement based on the time the Service Request is worked on by Customer Support personnel. If Customer does not respond to engineers with requested information such as the status of the problem, missing details, etc. this time is not calculated in the overall Service Level measurements.

For greater certainty, Services are provided only for the Current Release of the Services.

All technical support provided by the Service Provider to End User/Reseller under this Agreement shall be conducted in the English language.

Creating recurring import formats:

Import formats allow to limit the manipulation of data import into the Services. The Service Provider offers this type of services for stable data formats originating from the country of the end Customer. This service requires the Customer to provide a representative sample of sufficient size to allow development. The Service Provider will consider that all received files have been anonymized or randomly created and will not grant them any personal data grade protection. The anonymization task of the data is under the sole responsibility of the end customer. After a feasibility study, the Service Provider undertakes to make its best efforts to publish the format within seventy two (72) business hours and to motivate a possible refusal with precise explanations that may enable the End User to change its data format. The format creation included in this service does not cover old formats going back to periods of time before the entity became a Customer of the Service Provider.

CUSTOMER OBLIGATIONS.

In addition to the obligations stipulated in the Terms, the Customer is notably bound by the following obligations:

- The Customer shall appoint one or more technical interlocutors within its staff to provide the interface with the Service Provider, as part of the execution of its support and maintenance services.

- Intervention: the End User is prohibited from carrying out any support interventions on the Services themselves or entrusting these operations to a third party, under pain of termination of the support Services.

LIABILITY - INSURANCE

The maintenance and support service is provided with all due diligence possible. The Service Provider undertakes to assign trained personnel to support operations.

During the support service's intervention, the Customer will remain the custodian of the operational system, the Services and the files that could be implemented by the Service Provider.