

**CONTENTS**

- 1. **DEFINITIONS**
- 2. **DESCRIPTION OF THE SOFTWARE**
  - 2.1 Functionalities of the Software
  - 2.2 Minimum technical conditions
- 3. **LICENSE DURATION**
- 4. **DELIVERY**
- 5. **SOFTWARE USAGE**
  - 5.1 Right of use
  - 5.2 Pre-release Software License
  - 5.3 Tryout, Product Sampler, NFR License
- 6. **ASSOCIATED SOFTWARE SERVICES**
  - 6.1 Online Technical Functional Support
  - 6.2 Planned Maintenance
  - 6.3 Software Hosting
  - 6.4 Availability
  - 6.5 Restitution and Reversibility

\*\*\*

These Specific Terms and Conditions are part of the Contract between Client and Supplier for Supplier to provide a License with Associated Software Services. Contract is defined in and subject to EasyVista General Terms and Conditions for Software Licensing and Associated Software Services.

**1. DEFINITIONS**

As used in these Specific Terms and Conditions, the following terms shall have the meanings set forth below. Any terms used in these Specific Terms and Conditions that are not defined herein are defined in either the General Terms and Conditions or the Section "Associated Software Service" below:

**"Software"**: EV Reach.

« **Client Account**: the Client-specific environment located in Supplier's website so that Client can manage his License and Concurrent Users.

**"Advance Notice Period"** means the period of advance notice in the context of Planned Maintenance. Generally, the Supplier will propose a maintenance period to the Client which has three (3) calendar days to make his observations. If the Client does not respond, the Supplier shall notify the Client of the period of intervention seven (7) calendar days in advance. The cumulative duration of Planned Maintenance of the production environment shall not exceed 2 hours per month.

**"Evolution"**: means any change or addition of functionality, improvement in the performance of the Software that is not directly related to an Incident.

**"Fix"**: a piece of code or configuration specific to the Software and produced for one or more Clients in order to resolve an Incident. A Fix is integrated in subsequent Version(s).

**"Business Hours"**: 8am - 8pm, US Eastern time, Monday to Friday, excluding public holidays commonly observed in the USA.

**"Extended Business Hours"**: 9am - 10pm, US Eastern time, Monday to Friday, except on public holidays commonly observed in the USA.

**"Concurrent Users"**: authorized users under the responsibility of Client who have the right to use the Software at the same time.

**"Incident"**: any issue with operation of the Software, with regard to Documentation, that is reproduced and documented by Client and duly noted by the Parties. An Incident may be Critical, Major or Minor.

**"Critical Incident"**: means any Incident during which the Software is unavailable to all Authorized Users in a production environment.

**"Major Incident"**: means any Incident during which one or more of the major functionalities of the Software malfunctions and substantially impairs the normal use of the Software.

**"Minor Incident"**: means any Incident that is minor and has no significant impact on the operation of the Software.

**"Planned Maintenance"**: means an intervention requiring an interruption of the service, according to the Advance Notice Period agreed between the Parties. Planned Maintenance takes place during Extended Working Hours, unless the Client has subscribed to a specific billable planned maintenance service during non-working days.

**"Unplanned Maintenance"**: means an intervention necessary to resolve or prevent a Critical Incident.

**"Recovery Point Objective (RPO)"**: means the maximum time for recording data lost as a result of a Critical Incident.

**"Recovery Time Objective (RTO)"**: means the maximum amount of time that the service will be down in the event of a Critical Incident.

**"Reply"**: confirmation that an Incident has been submitted and that investigations have commenced.

**"Resolution"**: a solution to an Incident provided by the Supplier through the release of a new Version, Workaround, Patch, or any other means proposed by the Supplier.

**"Service Availability Rate"**: means the uptime of the service over a period of one quarter excluding Planned Maintenance time.

**"Workaround"**: a temporary solution provided by the Supplier in the event of an Incident.

## 2. DESCRIPTION OF THE SOFTWARE

### 2.1 FUNCTIONALITIES OF THE SOFTWARE

The Software is a tool for monitoring, management and remote control of computer equipment that allows remote assistance and automation of computer processes.

When a Concurrent User of the Software takes control of a person's computer, a window opens on the screen to inform this person that (i) a remote control is underway and (ii) he or she can stop it.

Documentation of the Software is available on Supplier's website.

[EasyVista Wiki](#)

Features evolve with the Major Updates under the conditions of the present document. The Client is invited to check the features and functionalities attached to each Major Update in the Documentation.

### 2.2 MINIMUM TECHNICAL CONDITIONS

In accordance with Documentation, the Software works with the minimum technical conditions described in the Supplier's Wiki website which evolve pursuant to Major Updates.

## 3. LICENSE DURATION

The Software License is granted for the number of years specified in the Order Form.

## 4. DELIVERY

Following the Software demonstration during which Client was able to ascertain that Supplier's solution met its requirements, Client orders the Software and Software is delivered by Supplier by sending a download link.

During the download of the Software Client accepts online the General and Specific Terms and Conditions.

## 5. SOFTWARE USAGE

### 5.1 RIGHT OF USE

**Purpose**: Client shall use the Software for its internal needs, namely monitoring, management and remote control of computer equipment.

**Scope**: The right to use the Software is limited to the modules referred to in the Order Form. The Software may only be used under the conditions specified in Documentation and by the number of Concurrent Users (i) provided for in the License and set forth on Client Account and (ii) located within Client's country location as set forth in the Client address on the applicable Order Form. If the Software is jointly used with Service Manager, the company scope and location metrics should align on the ones agreed for the Client Service Manager subscription.

**Proper usage monitoring**: The Software has a feature that allows it to remotely communicate with Supplier's servers regarding license compliance. Client consents to the operation of this remote feature. If for any reason the Software is blocked from remotely calling the Supplier's servers, then the Software will stop operating within seven (7) days unless feature can be restored in consultation between Client and Supplier's support team.

**5.2 PRE-RELEASE SOFTWARE LICENSE**

If the Software made available is pre-commercial release or beta software (“Pre-release Software”), then these following provisions apply in addition to the provisions relating to the Software usage scope.

Pre-release Software does not represent the final software and may contain bugs, errors, and other problems that could cause system or other failures or data loss.

The provision of Pre-release Software is in no way a commercial release that would bind Supplier, in such a case, to statutory obligations. ACCORDINGLY, CLIENT’S USE OF PRE-RELEASE SOFTWARE IS AT ITS OWN RISK. PRE-RELEASE SOFTWARE AND ITS DOCUMENTATION IS PROVIDED IN ITS CURRENT STATE WITHOUT WARRANTY OF ANY KIND, NEITHER LEGAL, NOR CONTRACTUAL.

A Pre-release Software License may be terminated at any time upon (i) Supplier’ notice by any mean, including but not limited to, email or electronic communication on Client’s online account or (ii) upon Supplier’s commercial release of such Software.

There is no functional or technical support obligation due by Supplier for Pre-release Software License.

**5.3 TRYOUT, PRODUCT SAMPLER, NFR LICENSE**

If the Software made available is tryout, starter, software sampler, or Not For Resale Software (Tryout Software), then these following provisions apply in addition to the provisions relating to the Software usage scope.

Tryout Software may contain limited functionality and is to be used for demonstration and evaluation purposes only and not for production purposes. BECAUSE OF ITS VERY NATURE, A TRYOUT SOFTWARE IS USED BY CLIENT AT ITS OWN RISK. TRYOUT SOFTWARE AND ITS DOCUMENTATION IS PROVIDED IN ITS CURRENT STATE WITHOUT WARRANTY OF ANY KIND, NEITHER LEGAL, NOR CONTRACTUAL.

A Tryout Software License may be terminated at any time upon notice by Supplier’s notice by any mean, including but not limited to, email or electronic communication on Client’s online account.

There is no functional or technical support obligation due by Supplier for Tryout, Product Sampler or NFR Software License.

**6. ASSOCIATED SOFTWARE SERVICES**

THE SUPPLIER PROVIDES, ACCORDING TO THE FOLLOWING PROVISIONS WHICH MAY EVOLVE ACCORDING TO THE STATE OF THE ART: (I) TECHNICAL FUNCTIONAL SUPPORT, AND (II) CORRECTIVE AND UPGRADE MAINTENANCE.

**6.1 ONLINE TECHNICAL FUNCTIONAL SUPPORT**

**Service Desk contact channels:**

Support service is accessible 24 hours a day, 7 days a week for routine support needs from the Supplier’s support website by issuing a ticket or sending an e-mail at the electronical address indicated on the Supplier’s support website.

The Supplier may occasionally ask the Client to allow it to access its systems remotely, for diagnostic purposes. Any such remote access shall take place under Client’s supervision.

The Supplier reserves the right not to answer any request for assistance arising from the inappropriate use of the Software with regard to Documentation or training.

The effectiveness of the Associated Software Services requires Client to follow Software Updates. If an Update includes a Workaround or a Fix, the Supplier may request from the Client to update the Software to the relevant Version in order to resolve the Incident.

Category	1st Reply target time	Resolution target time
1 – Critical Incident	2 hours (24/7/365)	4 hours (24/7/365)
2 – Major Incident	4 hours (Business Hours)	8 hours (Business Hours)
3 – Minor Incident	1 day (Business Hours)	Not applicable

The times indicated will start once the Supplier receives notice of the Incident including a full detailed description of the issue encountered.

**6.2 PLANNED MAINTENANCE**

Planned Maintenance takes place during Extended Working Hours unless the Client has subscribed to a specific billable planned maintenance service during non-working days.

### 6.3 SOFTWARE HOSTING

Where the Order Form provides for the hosting of the Software, the Client shall benefit from the following services:

- Remote access to the Software by connecting to the Internet address provided by the Supplier, with a minimum availability of 99.9%,
- Provision and implementation of Patches and Updates.
- Continuity of service in the event of a Critical Incident:
  - o RTO: 4 hours 24/7/365
  - o RPO: 2 hours 24/7/365
- Data location: unless otherwise agreed, the Software is hosted entirely by the Supplier in data centers based in North America, including for the hosting of the backup centre in the context of a Disaster Recovery Plan (DRP).
- Backup of data in the country of hosting, for 7 calendar days.

### 6.4 Availability

Client can access the Platform and Software seven days a week, 24 hours a day.

Supplier undertakes to provide a Service Availability Rate (SAR) of 99.9% every quarter.

The Service Availability Rate ("**SAR**") is calculated as follows:

$$\text{SAR} = (A-U) * 100 / A$$

Where:

A = total number of hours in the quarter - number of maintenance hours  
(calculation of the service availability rate commences on the start date specified in the Order Form and ends on the end date of the current calendar quarter, and is then calculated for each calendar quarter);

U = number of unavailable hours in the quarter  
(calculation commences on the start date specified in the Order Form and ends on the end date of the current calendar quarter, and is then calculated for each calendar quarter);

The number of hours is measured by monitoring tools shipped with the Software.

Service is deemed unavailable when Supplier's Platform is unable to accept any native authentication connection. Any other reason for unavailability (e.g. VPN, SSO, LDAP, ACL modification by Client, obsolete Supplier Version used in production) shall not be taken into consideration when calculating the SAR. Supplier's monitoring data shall be the sole authoritative source for calculating the SAR.

Service unavailability corresponds to a Critical Incident. Planned Maintenance operations are not computed as downtime.

Supplier and Client hereby agree to meet, on Client's request and no more than once quarterly, to review the performance of the Software availability. This meeting may be conducted via Web conferencing, emails or conference calls.

Further, the availability commitment being based on the data volumetry indicated by Client to Supplier which is then used to determine the technical configuration of the hosting service, Supplier shall not be held liable for non-compliance with the Service Availability Rate resulting from inaccurate data volumetry.

### 6.5 Return - Reversibility

Upon expiry or termination of the Contract, for any reason whatsoever, the Supplier shall provide Client and/or the Client's designated service provider (hereafter the "**Successor**"), at no extra charge, with a full export of the Client Data in SQL or MS SQL database backup format, as well as an archive containing the documents related to the Client tickets, if the Client request it.

At Client's written request, Supplier shall provide assistance to Client and/or Successor pursuant to the processes and financial conditions agreed upon by both Parties. This service may include:

- preparation of a plan for the transfer to Client or Successor,
- supply of support services to Client's or Successor's employees.

If the reversibility period extends beyond the term of the Contract, the provisions of the Contract shall survive its expiry or termination for the purpose of the service, and the fees specified in the Order Form shall be invoiced on a pro-rata basis.

The reversibility assistance service shall be invoiced based on Supplier's current applicable rate.

\*\*\*