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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 the General Terms and Conditions.

**"Account":** the independent environment of the Client-specific ticket database. The standard version is shipped with three Accounts: Demo, Sandbox and Production. The Client may request additional Accounts in the Order Form or in an Amendment to the Contract.

**"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 - 6pm, 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.

**"Incident":** any issue with the operation of the Software, as a result of which the Software does not perform in accordance with the Documentation, that is reproduced and documented by the 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 Authorised 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.

**"SaaS":** Software as a Service. The Software is implemented on a remote server.

**"Software":** Service Manager.

**"Platform":**

 - When the Order Form provides that the License is granted for the Hosted or SaaS use of the Software, this term refers to the technical, hardware and software solution implemented by the Supplier for the Software's usage.

- When the Order Form provides that the License is granted for On Premise use of the Software, this term refers to the technical, hardware and software solution implemented by the Client for the Software's usage.

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

**"Resolution":** a solution to an Incident provided by the Supplier through the release of a new Version, Workaround, Fix, 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.

**"Authorized User":** means any of the Client's employees, users, Clients, subcontractors or service providers to whom access is granted.

**"End User":** this is an Authorized User with unlimited access to the Service Manager Portal with the Service Apps module (incident reporting and request submission, troubleshooting, and request and incident approval).

**"Managing Users":** these are Authorized Users with access to the Software's process management modules (Incident, Request, Problem, Asset, etc.). The limit on the number of Managing Users who may log on simultaneously is specified in the Order Form.

**"VPN":** Virtual Private Network: service allowing to navigate on the web in a confidential and secure way.

**"Workaround":** means 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 Documentation of the Software is available on the Supplier's Wiki website:

[Welcome to the EasyVista Wiki - XWiki](#)

Features evolve with the Major Updates under the conditions of the article ASSOCIATED SOFTWARE SERVICES hereafter 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 the Documentation, the Software operates with the minimum technical conditions described in Supplier's Wiki website which evolve pursuant to Major Update as set forth in the Section "ASSOCIATED SOFTWARE SERVICES".

### 2.3   DELIVERY

Following the Software presentation during which the Client was able to ascertain that the Supplier's solution meets its requirements, the Supplier shall deliver the Software by sending a single electronic key in accordance with the General Terms and Conditions.

### 2.4 LICENSE DURATION

The Software License is granted either (i) for the number of years specified in the Order Form or (ii) for the term of the intellectual property protection provided by the legislation applicable to the License if the Order Form provides that the License is granted as a Perpetual License.

## 3. SOFTWARE USAGE

### 3.1 RIGHT OF USE

**Purpose:** Client shall use the Software for its internal needs or for those of its customers, namely, Information Technology Service Management (ITSM) or Enterprise Service Management (ESM).

**Usage:**

According to the provisions set forth in the Order Form, Client will use the Software only:

- for the domains remotely available on the Platform when the Order Form provides that the License is granted for the Hosted use of the Software,

- on the remotely available SaaS Platform when the Order Form provides that the License is granted for the SaaS use of the Software,

- for the domains available on the On-premise Platform when the Order Form provides that the License is granted for On Premise use of the Software.

**Scope:** the right of use is limited to the modules of the Software referred to in the Order Form. The Software may only be used by the number of concurrent Managing Users specified in the Order Form. On Premise use of the Software is attached to EV Infra professional services subscription, as specified in the Order Form.

**Service Apps:** the right to use mini apps in Service Apps is limited to two (2) mini apps per Contract year.

### 3.2 RIGHTS AND OBLIGATIONS

Only Authorized Users may use the Software and access the Platform.

The Client shall assign a username and a password to each Authorized User and shall be responsible for ensuring protection from security breaches. Individual workstations used for accessing the Software shall be made secure against any unauthorized use. The Client is responsible for the way the Software is used by all Authorized Users, both internal and external.

## 4. 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.

### 4.1 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 the 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.

### 4.2 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.

### 4.3 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%,
- 1 Production Account on a virtualized environment, 1 Pre-production Account, and 1 Test and Training Account.
- Storage of documents up to 10 GB.
- 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.

### 4.4 OPTIONAL SERVICES

The following services shall be provided if they are expressly specified in the Order Form or in an Amendment to the Agreement:

| OPTIONAL SERVICES | NUMBER OF UNITS | ANNUAL PRICE |
|---|---|---|
| **Restoration request** (not linked to an unavailability for which EasyVista is responsible) | | 270$ |
| **Extended data retention** (beyond 7 days] | | Upon quote and order |
| **Additional Account for an existing platform.** Not intended for Production. | One Account | $5,000 excl. taxes |
| **Additional Standard Platform (not intended for Production):** Single Line, Backup management identical to the Production Platform, no availability commitment. | One Platform | $12,000 excl. taxes |
| **Additional Advanced Platform (not intended for Production):** Multi-Line identical to the Production Platform, Backup management identical to the Production Platform, no availability commitment. | One Platform | $25,000 excl. taxes |
| **Extra disk space -** Additional disk space in the production environment for document storage | Per additional GB pack | $2,400 excl. taxes (for 10 GB)<br>$6,000 excl. taxes (for 50 GB) |
| **Enhanced connectivity -** additional VPN | Fixed annual fee | $2,000 excl. taxes |
| **Planned Maintenance intervention** (non-working days) | | Upon quote and order |

### 4.5 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:

$SAR = (A-U) * 100 / A$

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.

### 4.6 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.

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.

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