

MAINTENANCE OF THE PACKAGE OF APPLICATION MODULES - Version : 2024-01-24

WARNING : This Annex is drawn up in French and may be translated into other languages. In the event of any discrepancy or contradiction between the French version and its translation, the provisions of the French version shall prevail. Any term defined in the Contract by a capital letter may be interpreted individually in the singular or collectively in the plural.

THE PARTIES HAVE AGREED AS FOLLOWS :

1. Objectives

- 1.1. This document defines the agreement on the level of quality of any Software, Application and/or Application Module included in the Package of Application Modules subscribed to by the Customer and included in its Licence Plan, as well as the relevant responsibilities and expectations required for the provision of the Package of Application Modules in compliance with the provisions of the Contract. The purpose of this Appendix is to provide the Customer with all necessary assurance as to the necessary support and maintenance of the Service Provider's Cloud Platform, its Software, its Applications and/or its Application Modules included in the Licence Plan subscribed to.
- 1.2. Any changes to the content of this Appendix must be made by prior mutual agreement between the Parties in an Addendum to the Contract.
- 1.3. Maintenance of the Package of Application Modules includes a description of the preventive maintenance measures (anticipating risks of unavailability and/or Bugs) and corrective maintenance measures (restoring availability and/or correcting Bugs) implemented by the Service Provider.

2. Scope concerned

- 2.1. The scope of the Application Module Package subscribed to and the extent of the Licence Plan are defined as follows (exhaustive list) :
 - 2.1.1. Making available to Users the Cloud Platform, Software, Applications and/or Application Modules subscribed to by the Customer in its Licence Plan ;
 - 2.1.2. Update the business rules of the Software, Applications and/or Application Modules in accordance with the latest legal developments introduced by the competent authorities or any other institution that has an influence on the legal framework applicable to the said Software, Applications and/or Application Modules ;
 - 2.1.3. Carry out regular tests to check the accuracy of the business rules and the results displayed by the Software, Applications and/or Application Modules ;
 - 2.1.4. Maintain the production environment and guarantee the availability of web server and database services ;
 - 2.1.5. Updating the Cloud Platform ;
 - 2.1.6. Carry out any updates made necessary as a result of a Supplier no longer supporting one of its technologies used by the Service Provider ;Assurer la disponibilité de tous les systèmes utilisés en excluant les temps d'arrêt par des tiers ;
 - 2.1.7. NOC (SOC): 24-hour monitoring and surveillance of the IT system and Platform (source code, FTP transfer, grafted e-mail server, etc.).

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- 2.2. Unless otherwise stipulated in the Special Terms and Conditions, the following points are not considered to be part of the scope of application :
- 2.2.1. Any availability or unavailability linked directly or indirectly to the Customer's IT environment ;
 - 2.2.2. New features ;
 - 2.2.3. Improved performance ;
 - 2.2.4. Technical migration ;
 - 2.2.5. Recovery and use of Users' data ;
 - 2.2.6. Training and documentation ;
 - 2.2.7. Development and/or integration of a Specific Feature which may or may not be requalified as an Additional Application Module ;
 - 2.2.8. The points set out in Articles 2.1.4 to 2.1.8 of this Appendix, if the Package of Application Modules is used as part of a Self-hosting service or via a connection between the Service Provider's Cloud Platform and the Customer's IT infrastructure (locally or on its remote server).
- 2.3. The Customer expressly acknowledges that the provisions of the Contract as a whole cover all the functionalities required for the proper use of the package of Application Modules subscribed to.
- 2.4. The Service Provider shall immediately inform the Customer of any development which will have an impact on the Service Provider's ability to carry out the provisions of the Maintenance of the Package of Application Modules effectively. This also applies to developments that will have an impact on the compliance of the Software, Applications and/or Application Modules with applicable laws and other regulatory requirements.
- 2.5. The duration of the Maintenance of the Package of Application Modules is identical to the Contract Term detailed in its Special Terms and Conditions.

3. Types of incidents

3.1. A major incident

3.1.1. Definition and scope

- 3.1.1.1. 3.1.1.1. A major incident corresponds to (i) an incident impacting the uptime (total unavailability) of the Cloud Platform enabling all the Customer's Users to access the Software, Applications and/or Application Modules or (ii) a security incident endangering Users' personal data (e.g. unauthorised access to the Service Provider's database or ransomware).
- 3.1.1.2. Total unavailability of the Platform is defined as any period resulting in less than ninety-six (96) percent (%) of the Customer's Users being able to carry out Processes, access their personal space and/or, more specifically for the JoyGive Application, top up the Employer Wallet.
- 3.1.1.3. As the Software, Applications and/or Application Modules are made available to Users via a SaaS (Cloud) version of the Service Provider, their unavailability represents the highest level of priority attention to be given by the Service Provider in the Maintenance of the Package of Application Modules. It should

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be noted that the Software, Applications and/or Application Modules are made available to Users 24 hours a day, 7 days a week.

3.1.1.4. The maximum total unavailability is four (4) percent (%) per month, including a maximum reactivity time (loading time between each page) of one minute per page. Updates and the deployments they entail are not included in the unavailability time, provided that they have been notified to the Customer in advance and that the unavailability time they entail does not exceed seventy-two (72) working hours (h) per update.

3.1.2. **Response time - Acknowledgement of receipt**

The Service Provider will notify the Customer by e-mail to its Contact Person that the major incident has been dealt with. This notification must be made within a maximum of 8 (eight) hours (during working days and office hours - from 9:00 to 18:00).

3.1.3. **Handling a major incident**

Any acknowledgement of receipt relating to a major incident will be followed up :

3.1.3.1. Within twenty-four (24) working hours of its receipt by the Customer and if deemed necessary by the Parties, a meeting (remotely or on site) to analyse the incident ;

3.1.3.2. Within forty-eight (48) working hours of receipt by the Customer of an initial analysis report and an estimated timeframe for resolution.

3.2. **A significant incident**

3.2.1. **Definition and scope**

3.2.1.1. A Significant Incident is any technical (excluding deployments), algorithmic and/or business incident which results, in one way or another, in restricted use of the Software, Applications and/or Application Modules.

3.2.1.2. The following are treated as significant : an error message during the use of Software, an Application and/or an Application Module and problems connecting to a specific Process (unless this concerns two of the Customer's Users).

3.2.1.3. The clause ceases to apply if the Package of Application Modules is used as part of a Self-hosting service or via a connection between the Service Provider's Cloud Platform and the Customer's IT infrastructure (locally or on the Customer's remote server).

3.2.2. **Response time - Acknowledgement of receipt**

The Service Provider will notify the Customer by e-mail to its Contact Person that the significant incident has been dealt with. This notification must be made within a maximum of three (3) working days (during office hours - 9:00 am to 6:00 pm).

3.2.3. **Handling a significant incident**

Any acknowledgement of receipt relating to a significant incident will be followed up :

3.2.3.1. Within five (5) working days of its receipt by the Customer and if deemed necessary by the Parties, a meeting (remotely or on site) to analyse the incident ;

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3.2.3.1. Within seven (7) working days following receipt by the Customer of an initial analysis report and an estimated resolution time.

3.3. A minor incident

3.3.1. Definition and scope

3.3.1.1. A Minor incident is any technical, algorithmic and/or business issue that does not result in any inaccessibility to the Softwares, Applications and/or Application Modules but does result in discomfort.

3.3.1.2. The following are (not exclusively) treated as minor incidents : incorrect completion of myTax forms, incorrect or non-covered processing and/or business results, a question that is incorrectly formulated or gives rise to a misinterpretation, a problem displaying an image, a spelling / syntax / translation error that changes the meaning of a word and/or content displayed, a connection / synchronisation problem with a payment service provider (PISP) such as a bank. This category also includes all incidents and issues not listed as significant or major.

3.3.2. Response time - Acknowledgement of receipt

The Service Provider will notify the Customer by e-mail to its Contact Person that the significant incident has been dealt with. This notification must be made within a maximum of five (5) working days (during office hours - 9:00 am to 6:00 pm).

3.3.3. Handling a minor incident

Any acknowledgement of receipt relating to a minor incident will be followed up :

3.3.3.1. Within ten (10) working days of its receipt by the Customer and if deemed necessary by the Parties, a meeting (remotely or on site) to analyse the incident ;

3.3.3.2. Within fourteen (14) working days of receipt by the Customer of an initial analysis report and an estimated resolution time.

4. Resolving incidents

4.1. Without prejudice to and subject to the Customer's other rights, in the event that the Service Provider (i) fails to meet a deadline of the Maintenance of the Package of Application Modules or (ii) exceeds the availability level of ninety-six (96) percent (%) for the Platform, a joint committee made up of representatives of the Service Provider and the Customer will be organised within one (1) week of the breach in order to find a solution to prevent the breach(s) from recurring.

4.2. The Service Provider will use all necessary means to resolve an incident as quickly as possible.

4.3. In order to assist the Service Provider in the timely performance of its duties, the Customer shall use its best endeavours to respond to the Service Provider in a timely manner. The Customer shall also provide the Service Provider with all useful and necessary information so that the Service Provider can complete its analysis report and its resolution forecast within the given timeframe.

4.4. For each incident notification to the Service Provider, the Customer shall provide the Service Provider with (i) a detailed description of the incident, (ii) the nature of its consequences and (iii) the precise sequence of events / process that led / led to the incident.

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5. Governance

- 5.1. Maintenance of the package of Application Modules is monitored at the Customer's request via an operational committee which is held quarterly. The Service Provider's Service Delivery Manager (the "SDM") is responsible for preparing it in collaboration with the Customer's Operational Manager (the "OM") or his Contact Person. The SDM will also be responsible for drafting the minutes within a maximum of five (5) working days following the committee meeting. The Customer must acknowledge receipt of these minutes.
- 5.2. Supervision of the proper execution of the Maintenance of the Package of Application Modules is the responsibility of a steering committee. This is held every six months. In addition to the overall quality of the service over the last six (6) months, this committee will deal with budgetary aspects and any changes to be made to the functionalities of the Softwares, Applications, Application Modules and/or Cloud Platform (changes to the technical architecture, new functionalities and assessment of their cost, functional changes to the Customer's environment, etc.). It is also the responsibility of SDM to prepare and produce the minutes no later than ten (10) working days following the meeting.
- 5.3. With the exception of the articles of this Appendix providing for different methods of communication, (and in particular Article 3), any notification, request, demand, document, consent, approval or communication that one of the Parties wishes or is required to give to the other or to any other person must be made in writing and sent by secure electronic mail to the Contact Person of the other Party.
- 5.4. Either Party may change its Contact Person by notifying the other Party in advance by secure e-mail.
- 5.5. The resolution of an incident will be validated by the Service Provider and the resolutions will be monitored during the operational monitoring committees or during a specific committee depending on the importance of the incident.

6. Scope and availability of Assistance

- 6.1. Maintenance of the Package of Application Modules covers the following Assistance during working days :
 - 6.1.1. Telephone assistance from the Service Provider's technical team and Data Protection team: Monday to Friday, 9.00 am to 6.00 pm ;
 - 6.1.2. Assistance to the Customer's Employees and Collaborators: by controlled e-mail from Monday to Friday, from 9:00 am to 6:00 pm. E-mails received outside office hours will be collected but no action can be guaranteed before the next working day. To facilitate the Service Provider's work, Assistance may be provided by means of secure and compliant access to the personal space of the User concerned (without having to go through access to a Customer representative's computer).
 - 6.1.3. Assistance at the Customer's premises : guaranteed within seventy-two (72) working hours on working days (if deemed necessary by the Service Provider on the basis of a prior analysis).