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1. DEFINITIONS

"**Associated Software Services**" means services directly related to the operation of the Software in accordance with the terms and conditions set forth in the Specific Terms and Conditions and the Order Form, which may, by way of example, include hosting, support, maintenance and/or assistance services.

"**Beneficiary**": means any affiliate company of the Client which benefits from the same right to use the Software as the Client and the same Associated Software Services under a single Contract as expressly permitted by Supplier under provisions of the Commercial Proposal and the Order Form.

"**Client**": means the legal person or entity identified in the Order Form as the Supplier's contracting party under the Contract.

"**Client Data**" means information created or collected by the Client, or by the Software as derived of information provided by Client itself and processed with the Software.

"**Client Third Party Software**" means standard or specific computer programs published or developed by the Client, Beneficiary or a third party.

"**Commercial Proposal**" means a written document in digital form issued by Supplier to Client describing a Supplier's offer to Client for the Software, the Associated Software Services and the Parties.

"**Contract**": means the agreement between the Parties as set out in the following written document in digital form listed in descending order of precedence:

(i) this Order Form and the Delivery Email of the Software or the order's receipt of Software delivery acknowledgment,

(ii) the Commercial Proposal,

(iii) Specific Terms and Conditions of the Software license and Associated Software Services.

(iv) General Terms and Conditions of the Software License and Associated Software Services.

Any future amendments bear a date corresponding to the date of entry into force of the stipulations they contain but do not modify the initial date of entry into force of the Contract.

"**Delivery Email**" has the meaning assigned thereto in the Section "DELIVERY OF THE SOFTWARE"

"**Documentation**" means descriptions of the functionality and specifications of the Software and procedures for installing and using the Software, which are accessible via the website mentioned in the Specific Terms and Conditions.

"**Implementation**" means the deployment, configuration, integration, training and consulting services provided by EasyVista to the Customer as further described in the Statement of Work, if applicable.

"**License**": means the right to use the Software, as described in the Contract.

The Order Form indicates whether the Software is used within the framework of:

- a "**Hosted License**", which means a License granted for Hosted use. "**Hosted**" means use of the Software exclusively in such a form and manner as installed outside of the Client's - and if set out in the Order Form, the Beneficiaries'- site and servers to which the Client is granted only remote access and, if set forth in the Contract, to which the Beneficiaries may have the same. The Software is provided to Client as a dedicated instance.

  Or,

- a "**SaaS License"**, which means a License granted to Client - and if set out in the Order Form, the Beneficiaries'- for software as a service (hereinafter SaaS) technology service. "**SaaS**" means use of the Software as Hosted License except that the Software is installed on a multitenant architecture.

  Or,

- an "**On Premise License**", which means a License granted to Client - and if set out in the Order Form, the Beneficiaries'- for On Premise use. "**On Premise**" means use of the Software deployed on the Client's owned and controlled site and servers.

The Client acknowledges and agrees that some resources related to the subscribed Software may be shared between different Software and specifically performed in a dedicated or multitenant architecture. Client Data is not considered within the scope of these shared resources.

"**Order Form**" means a written document provided by Supplier in electronic form, executed by both Parties, by which the Client orders rights to use one or more Software and Associated Software Services. The release of his purchase order by the Client does not exclude the provisions of the Supplier's Order Form. Any Statement of Work executed by both Parties shall be deemed part of the Order Form.

"**Party**" means either Supplier or Client, and "**Parties**" means collectively the Supplier and the Client.

"**Perpetual License**" means a grant of the License for the full duration of intellectual property protection applicable to the Software under the governing law of this Contract.

"**Software**" means the standard computer programs made available to the Client by the Supplier to meet its needs in accordance with Software Documentation and the terms and conditions set forth in the Contract. The Software covered by the Contract is specified in the Order Form.

"**Statement of Work**" means, if applicable, the plan in writing agreed between the Parties describing Implementation of the Software and provision of the Software Services by EasyVista to the Customer and their related matters.

"**Subscription License**" means a limited grant of the License for a duration of time set forth in the Specific Terms and Conditions.

"**Supplier**": means the legal entity belonging to EasyVista group identified in the Order Form and which is the Client's contracting party granting the License and providing the Associated Software Services.

"**Update":** any altered or new Functionality or Software performance enhancement not directly related to an Incident.

"**Major Update":** any significant Update of the Software covering one or more of the following aspects: functionalities, user interface, technical architecture or performance.

"**Minor Update**"**:** an Update that primarily contains a Fix.

"**Version**"**:** means generally any Minor Update or Major Update to the Software.

Any terms and definitions used in the General Terms and Conditions that are not defined therein, are defined in the Specific Terms and Conditions, the Order Form or the Documentation.

2. PURPOSE

The purpose of each Contract between Supplier and Client is that Supplier, as further described in the Specific Terms and Conditions, the Order Form, and the Documentation, in consideration of a fee paid by Client, (i) grants to Client the License, (ii) delivers and provides to Client use and access to the Software and (iii) performs for Client the Associated Software Services, all of the foregoing as described in the Specific Terms and Conditions and the Order Form.

3. EFFECTIVE DATE - DURATION

3.1 EFFECTIVE DATE AND DURATION OF THE CONTRACT

The Contract starts upon complete execution of the Order Form by both Parties, unless effective date is otherwise governed by law, such as, by way of example but not restrictively, in the case of public sector contracts. The Contract remains in full force and effect until the expiration of the License term, unless terminated earlier by law or as set forth in the Contract.

3.2 EFFECTIVE DATE AND DURATION OF THE LICENSE – RENEWAL

A. GENERAL RULES

Depending on the Order Form, the License may be entered into for a fixed term with a fixed number of years of subscription under the Subscription License (for example a *3-year renewable license*) or for a permanent term under the Perpetual License, to the extent permitted by applicable law.

Any and all Licenses begin on the day of delivery of the Software as described in the Section 4 "DELIVERY OF THE SOFTWARE". Billing for any and all Licenses commences on the date agreed between the Parties and set out in the Order Form (the Start Date).

B. RULES SPECIFIC TO SUBSCRIPTION LICENSES

The Subscription License remains in effect until the later of either (i) the end of the Initial Term or (ii) the end of the renewal term of the Subscription License ("**Renewal Term**"), unless terminated as described under Section 3.3 "TERMINATION OF LICENSE AND CONTRACT."

"**Initial Term**" means the initial license term set forth in the Order Form that begins on the Start Date.

At the end of the Initial Term and at the end of a Renewal Term, the Subscription License tacitly renews for the same duration.

The renewal of the License automatically renews the Associated Software Services.

C. RULES SPECIFIC TO PERPETUAL LICENSES

Subject to maintenance renewal, Perpetual Licenses remain in effect for the duration of the Software's copyright under applicable law, unless terminated by law or as set forth in the Contract.

3.3 TERM OF LICENSE AND CONTRACT

For Subscription License, the duration of the Associated Software Services is inseparable from the duration of the License set forth in the Order Form. They are therefore automatically renewable with the License and end at the same time as the end of the License, in accordance with the provisions of Article 3.3 TERM OF THE LICENSE AND CONTRACT.
For Perpetual License, the Associated Software Services are provided for the duration agreed between the Parties in the Order Form and are tacitly renewable unless terminated by registered letter with acknowledgement of receipt sent at least ninety (90) calendar days prior to the expiration date.

Unless expressly required otherwise by law, the Contract may not be terminated in any other way than described in the Contract.

Termination of the Contract means termination of both the License and the Associated Software Services.

Either Party may terminate the Contract as follows:

- **Subscription License:** Each Party may terminate the tacit renewal of the Subscription License prior to its expiration date. Notification shall be sent to the other Party by registered letter with acknowledgement of receipt sent at least ninety (90) calendar days prior to the expiration date of the Initial Period or of a Renewal Period of the License. Termination is effective at the expiration date.

- **Perpetual License:** The Client may proceed to the early termination of the Perpetual License. Notification shall be sent by registered letter with acknowledgement of receipt. Termination is effective at the end of the notice period provided in the letter which may not be less than ninety (90) calendar days or, if later, at the end of the current subscribed maintenance period.
- Notification of termination for breach as set forth in Section 15 "TERMINATION FOR BREACH".

4. DELIVERY OF THE SOFTWARE

Unless otherwise stipulated in the Specific Terms and Conditions, Software is deemed to be delivered and accepted by the Client when the Supplier sends a unique electronic key or download link to the Client ("**Delivery Email**").

The delivery date is the date automatically recorded by the Supplier's information system. This date, notified to the Client by electronic message, is proof of delivery.

The Software is delivered in object code and not in source code.

5. RIGHT TO USE THE SOFTWARE

The Supplier grants the Client for its direct beneficial business purpose a non-exclusive, non-assignable and non-transferable right to use the Software for the processing of Client Data during its activity, worldwide and for the duration, quantity and services provided for in the Contract.

The Client shall use the Software in accordance with Documentation and the terms and conditions set forth in the Contract.

The right to use the Software may only be exercised by Authorized Users, as defined in the Specific Terms and Conditions.

This license applies to all successive Versions of the Software provided under the Contract.

The Software may include third party software components licensed by Supplier, which are licensed under proprietary or Open-Source licenses, and which are governed in addition to these General Terms and Conditions by their own license terms.

6. ASSOCIATED SOFTWARE SERVICES

6.1 SCOPE

The Supplier provides Associated Software Services under the terms of these General Terms and Conditions, the Specific Terms and Conditions and the Order Form.

The Supplier shall use reasonable efforts to perform Associated Software Services in accordance with the relevant best practices.

The Associated Software Services are provided for the Software as referred to in the Documentation, in accordance with the Supplier's end-of-life policy set out in the Documentation and in the Specific Terms and Conditions. The Client must follow the Supplier's Updates as defined in the specific Terms and Conditions. Supplier will not be responsible for any failure of the Client to install any latest or updated version of the Software. For clarification purposes, the following interventions are excluded from support and corrective maintenance: (i) interventions rendered unnecessary by patches included in updates prior to the last two Major Updates or (ii) versions of the software that have been installed for more than two years at the date of the request for support or corrective maintenance, with the exception of security patches considered critical by the Supplier.

6.2 REMOTE MAINTENANCE WORK

For the Supplier to provide the Associated Software Services by remote maintenance, the Client must install a telephone line dedicated to computer communications and a secure Internet connection in accordance with the Supplier's Documentation.

The Client is responsible for choosing the telecommunications operator and service providers who will set up, maintain and connect the telecommunications resources required to use the Supplier's Software.

The Client shall be solely responsible for the acquisition of the equipment necessary for remote maintenance and their upkeep (switch, coupler, etc.). The Client alone shall bear the costs of remote maintenance telephone calls and, more generally, all connection costs.

6.3 ON-SITE WORK

On-site work shall be carried out during the Client's working hours as communicated to the Supplier, unless otherwise agreed between the Parties. Client shall communicate to Supplier the health and safety rules applicable on its premises and the latter shall communicate them to its personnel who work on the Client's site.

6.4 EXCLUSIONS

Associated Software Services do not include assistance to either using Client Third Party Software or their maintenance, which are the sole responsibility of the Client.

Where the License is On Premises, the Client must use the Software in such a way as to provide a reasonable level of security and protection for the use of the service and its access. For On Premises License, Associated Software Services do not cover:

- supply of software or hardware resources against malware or cybercriminal intrusions, which are the sole responsibility of Client.

- the restoration of all or part of the Client Data, the backup of which is the sole responsibility of Client. Notwithstanding the foregoing, data repair may be the subject of a specific order to the Supplier, as agreed upon separately between the Parties.

7. FINANCIAL TERMS AND CONDITIONS

The prices as well as the terms, methods and currency of payment are set forth in the Order Form. By default, unless otherwise stipulated in the Order Form, invoicing currency will be as applicable in the Supplier's country and the payment term is 30 days from the date of the invoice, by wire transfer.

Billing starts on the Start Date set out in the Order Form.

Prices do not include applicable taxes. Prices are automatically revised and amended each year, including in the event of a Contract renewal, according to the following provisions unless otherwise agreed by the Parties.

In order to comply with tax and accounting rules, the Client shall issue, if necessary for its purchasing procedure, a new Order Form not signed by the Parties one calendar month before each anniversary date of the License Start Date as indicated in the initial Order Form signed by the Parties.

The Supplier shall send invoices to the Client's address indicated in the initial Order Form signed by the Parties. In the event of a change of invoicing address, the Client shall notify the Supplier in writing at least one calendar month before the anniversary date of the invoicing.

Rate Increase Rules. The Parties agree that upon each contract year of the License, Supplier may increase its standard fee rates specified in the Order Form upon thirty (30) days' prior written notice to Client; provided, that:

(a) such increases occur no more frequently than once per contract year of the term; and

(b) the amount of such increase shall equal the greater of:

(i) ten percent (10%), or

(ii) the percentage rate of increase for the immediately preceding 12-month period in the Consumer Price Index, or, if such index ceased to be published, such other similar index as will be specified by the Supplier

The following formula for each of the prices provided for in the Order Form will apply:

P(t) = P(t-1) x Index(t) / Index(t-1) where:

- P(t) is the price after revision at the annual maturity,

- P(t-1) is the price set out the Order Form and then the price invoiced at the previous annual maturity date,

- Index(t-1) is the last published CPI at the date of the Order Form, then the CPI used for the revision in the previous year,

- Index(t) is the CPI corresponding to the revision date one year later.

In the event of failure to pay or late payment by Client in accordance with the terms of the Contract, Client shall automatically be liable for (i) late payment interest calculated in accordance with the terms and conditions indicated in the Order Form and for (ii) collection penalties for reasonable charges incurred.

Late payment may also result in the suspension of the Associated Software Services and the access to the Software. Moreover, if the Client purchased an On-Premise Perpetual License, and Client has not paid after written notice, Supplier may elect to amend the Contract to substitute the On-Premise Perpetual License for an annual On-Premise Subscription License. To this end, Supplier will send to Client a registered letter with acknowledgement of receipt notifying the substitution. This amendment comes into force 90 days after the letter is sent. The 91th day is the commencement of the On-Premise Subscription License and the billing cycle, and fees will be subject to Supplier's price list.

For any late renewal, the Supplier will apply a surcharge of 20% of the Supplier's price list multiplied by the number of months which were not paid as of reactivation date.

The Supplier may also adjust its for License and Associated Software Services if the Client failed to renew License and/or Associated Software Services after their term has expired

8. SUPPLIER'S OBLIGATIONS AND GUARANTEES

8.1 INTELLECTUAL PROPERTY

The Supplier represents and warrants to the Client that it (i) owns the intellectual property rights or the sufficient right and license to distribute, grant use, and grant access to Client to the Software under the terms and conditions of the Contract; and (ii) that Client's use of the Software in accordance with the terms and conditions of the Agreement does not infringe on any third-party rights or is in violation of an agreement between Supplier and a third party.

8.2 WARRANTY

Supplier warrants to Client that the Software shall reasonably conform to the features described in the Specific Terms and Conditions and in the Documentation during the term of the Contract , being specified that (i) the Software can be subject to reasonable Incidents as defined in Specific Terms and Conditions ("STC") which are fixed in accordance with the provisions of these STC, (ii) the Supplier implements evolutions from time to time in its Updates to improve the efficiency and quality of the Software as set forth in the STC and the Documentation.

Client is responsible to ensure that the functionality of the Software meets its needs and no guarantee regarding fitness for a particular purpose is provided by the Supplier.

This warranty does not apply if the Software has been modified by the Client or by a third party, except for the modifications previously commonly agreed by Client and Supplier.

Client acknowledges and accepts that Supplier updates the Documentation according to the corrections and evolutions made to the Software. Client is responsible for complying with terms and conditions of any third-party software or component Client may use in conjunction with the Software.

8.3 SUBCONTRACTING

Supplier is responsible for the Associated Software Services that it subcontracts to a subcontractor and shall pay any invoices issued by the subcontractor under the subcontracting agreement between it and the Supplier.

9. CLIENT'S OBLIGATIONS AND GUARANTEES

9.1 INTELLECTUAL PROPERTY OF CLIENT DATA

The Client warrants that the Client Data is its sole and exclusive property or that it has the right to collect and process it.

Client is responsible for the accuracy, quality and legality of its Client Data and how it has acquired them. Client grants Supplier a limited license to use, copy and display Client Data to the extent strictly necessary to perform the Contract and improve the Software.

9.2 USE OF THE SOFTWARE

Client must use the Software in strict compliance with the Contract, the Documentation and applicable law and regulation. It shall not directly or indirectly infringe copyrights in the Software and shall maintain all proprietary notices appearing on the components of the Software, including its Documentation, which the Supplier updates regularly.

Client is responsible for Authorized Users and their compliance with the Contract, as further defined in the Specific Terms and Conditions, and shall not make the Software available to anyone other than Authorized Users.

If Beneficiaries also have the right to use the Software pursuant to the Commercial Proposal, Client shall be responsible for Beneficiaries' compliance with the terms of use of the Software and the Contract.

Client shall prevent any unauthorized use of the Software or any use of the Software in a manner that would cause any material risk to Supplier's security, and shall promptly notify Supplier of any use of the Software that is not in compliance with the Contract of which it is aware, as well as of the measures taken by it to stop and prevent in the future such non-compliance.

The Client shall not adapt, arrange, translate, reverse engineer, or otherwise modify the Software, in particular for the purpose of creating, broadcasting or marketing derivative or similar software. The Client shall not rent or transfer the right of access to the Software, whether for free or in return for payment.

The Client shall not tamper with the integrity of the Software and shall not attempt to gain unauthorized access to the Software or to the Platform from which it may use the Software in hosted mode.

For the sole purpose of training Authorized Users, Client may, in quantities commensurate with the training purpose, make copies of the Documentation, provided that it does so without modifying the content or altering the Supplier's intellectual property notices.

Client is prohibited from reproducing the Software in whole or in part by any process whatsoever, and for any reason whatsoever, other than a single backup copy.

The backup copy remains the property of the Supplier. It must be protected against theft and computer fraud. The Client must ensure that no one keeps another copy of the Software or distributes it.

It is prohibited to disassemble or decompile the Software, particularly in an attempt to obtain the source programs. The information necessary for the interoperability of the Software with other software is available from the Supplier in accordance with the applicable legislation.

In the event that the scope (e.g.: number of Authorized Users, of machines or of sites) provided for in the Order Form is exceeded, the Client shall pay, within one (1) month from the date of notification by the Supplier, an additional fee calculated on the basis of the Order Form prices with the application of a coefficient of 1.2 as a fixed penalty, without prejudice to the Supplier's right to institute infringement proceedings and in addition to any other of Supplier's remedy by law, contract, or tort.

Client shall be responsible for entering into necessary license agreements for the use of Client Third-Party Software directly with the editor or distributor and shall be responsible for terminating them.

9.3 COLLABORATION

Supplier shall exercise its duty to advise the technical contact persons indicated by Client. If a replacement is required, the name of the new contact person for the Client shall be notified to the Supplier by e-mail.

The Client and the Supplier may meet once a year at the Supplier's initiative in a strategic steering committee bringing together their decision-makers and key contacts in order to discuss the performance and execution of the Contract. Recommendations may be jointly formulated in a committee report communicated to the representatives of the Parties, who undertake to communicate them to their respective teams.

The Client's technical contacts shall be available to answer any questions to facilitate the performance of the Associated Software Services and the Software.

The Client must comply with the Supplier's minimum technical conditions of use which are accessible via the hyperlink indicated in the Specific Terms and Conditions.

The Client shall ensure that its staff is sufficiently skilled for the use of the Software.

The Client is responsible for Client Data created or use in conjunction with the Software and ensures its conservation.

The Client must allow the Supplier's technicians to access to its information system so that the Supplier can provide the Associated Software Services and must not undertake any operation that directly or indirectly impedes or delays the Software or Supplier's services.

10. NON-INFRINGEMENT WARRANTY

The Supplier shall indemnify the Client against any claim brought against the Client by a third party alleging that the use of the Software as provided for in the Contract infringes the intellectual property rights of that third party.

The Client shall indemnify and hold the Supplier harmless against any claim brought against the Supplier by a third party alleging that the Client Data processed with the Software or Client Third Party Software infringes the intellectual property rights of that third party.

If either Party is found liable by a final court decision, the other Party (the "Guarantor Party") shall indemnify the Party obliged to comply with the order for all damages that that Party shall be required to pay as well as reasonable attorney's fees incurred by it, provided that the Guarantor Party receives from the Party obliged to comply with the order evidence of the third party's claim for payment of the damages and attorney's fees invoiced and paid.

The Guarantor Party shall be bound only if (i) the Defending Party promptly notifies the Guarantor Party, (ii) the Defending Party delegates to the Guarantor Party the strategy of defending its own interests in the litigation as well as drafting and communicating responses to the claim, and (iii) the Defending Party provides the Guarantor Party with all reasonable cooperation.

If a ban on the use of the Software is imposed because of an infringement action or results from a settlement signed by the Supplier with the plaintiff in the infringement action, the Supplier may, at its option and at its own expense, either:

- obtain the right for the Client to continue the use,

- replace the element in question with an equivalent element that is not the subject of an infringement action or modify it in such a way as to avoid the said infringement.

- terminate the Contract and refund the license fee only on a *pro rata temporis* basis for the period during which Client has been unable to use the Software since the date of the Order Form or renewal due to the infringement action. If the License is perpetual, the *pro rata temporis* rule applies over a period of five (5) years.

11. AUDIT

Supplier may request and conduct an audit at the Client's premises in order to verify compliance with the Contract, in particular compliance with the terms of use of the Software and any applicable statutory or legal provision.

Client may request an audit at the Supplier's premises to verify compliance of the Associated Software Services with the Contract.

The audit may be conducted by the Party itself or by an agent who has signed a confidentiality agreement.

The Party intending to conduct an audit shall notify the other Party of its request by registered letter with acknowledgement of receipt. The Parties shall agree on the date of the audit between fifteen (15) and thirty (30) calendar days from receipt of the letter.

The auditors shall work during the business hours of the Party at which the audit is being conducted unless the Parties agree otherwise. In the event that the audited Party's personnel are required to work more than one person-day, the audited Party shall inform the other Party, as appropriate, of the need to charge for time spent beyond that day. The audit shall be suspended until an agreement is reached.

Each Party may exercise its right to audit only once (1) in any twelve (12) month period. As an exception to the foregoing, any security audit shall be subject to the prior consent of the Supplier.

The results of the audit, by way of a reasonably detailed statement pursuant to industry standards, shall be communicated to the other Party upon its request. If the verification shows that the Client is using or deploying the Software or the Associated Software Services in a way non-compliant with the Agreement and/or exceeding quantity agreed, Client will pay to Supplier the additional due fees together with the penalty as provided for in section 9.2 of these General Terms, within thirty days of invoice date.

12. PERSONAL DATA

Subject to separate data protection and processing agreements between the Parties in connection with the Software and Software Services under this Contract, each of the Parties guarantees to the other Party with regard to the protection of personal data, in particular, with regard to the respect of (i) the European regulation on the protection of personal data (GDPR), (ii) the national legislation applicable to it and (iii) the provisions of the Personal Data Protection Agreement agreed between the Parties (hereinafter the "Legal Provisions of Privacy"), that:

Client, as the data controller of the personal data, must comply with Legal Provisions of Privacy applicable to it: collection of personal Client Data according to their nature, consent of the data subjects where applicable, rights of access, rectification, erasure, limitation of processing, opposability, portability, legality and purpose of the processing, proportionality of Client Data collected in relation to the purpose of the processing, fairness in collection

and processing of Client Data, the length of time Client Data is kept, subcontracting of processing to a third party, compliance with notices or injunctions issued by a supervisory authority, and compliance with any sanctions that may be imposed by such authority.

Client shall not process, store or make available to Supplier sensitive personal data when using or benefiting from the Software or Associated Software Services.

Supplier, as data processor, shall comply with the Legal Provisions of Privacy applicable to it: to process the Client Data on the documented instruction of the data controller within the framework of the organizational and technical measures intended to avoid any infringement of the personal Client Data to which it has access.

Each of the Parties undertakes to constitute and keep proof of the performance of its obligations in terms of protection of personal data.

Client shall indemnify and hold Supplier harmless against any claim from a data subject affected by personal Client Data hosted by the Supplier.

If Supplier performs analysis of Client Data flows using artificial intelligence tools, it shall, if the Client Data is personal, anonymize them, i.e., irreversibly remove any link between the Client Data and a specific natural person.

13. CONFIDENTIALITY

The Parties acknowledge that each Party may receive information from the other Party or from third parties that constitutes confidential information not intended to be disclosed to third parties.

A. Definition of "Confidential Information"

(a) For purposes of the Contract, the term "Confidential Information" means (i) the Software programs including backup copy and Documentation and (ii) all oral and written data and information in paper documents or electronic files that are made available to the other Party under the Contract and identified as such at the time of disclosure in the following manner, or is confidential by nature, or that the receiving Party ought to know as being confidential for the purpose of this Contract.

(b) Exclusions: the term "Confidential Information" does not include information: (i) already in the possession of the recipient without breach of any obligation of confidentiality; (ii) obtained from a source other than the other Party; (iii) known to the public at the time of receipt by the recipient or subsequently made publicly available by authorized disclosure; (iv) disclosed in response to an order from a judicial or customs authority or a tax or social security authority, or any other authorized authority. The recipient must prove the exclusion he/she is claiming.

B. Persons entitled to know Confidential Information

The following may have access to Confidential Information:

- Personnel of either Party or of a Beneficiary involved in the performance of the Contract,
- Affiliate companies of Supplier ("Supplier Affiliates"),
- Personnel of subcontractors, partners or suppliers of the Supplier, the Client or a Beneficiary, provided that:
  - such personnel are directly involved in the performance of the Contract and,
  - such organizations have agreed to sign a confidentiality undertaking similar to this undertaking.

C. Obligation of Confidentiality

Each Party shall:

- use Confidential Information only for the purposes of the Contract.

- treat the Confidential Information of the other Party or third parties in strict confidence and with at least the same reasonable care as it takes to prevent disclosure of its own Confidential Information.

Neither Party shall disclose the Confidential Information, except with the prior written consent of the other Party, in whole or in part, directly or indirectly through an intermediary, in any form whatsoever (written, oral, by reproduction in whole or in part in another document or in another computer tool), by any means whatsoever, contained in, without this list being exhaustive:

- contractual documents in particular the Commercial Proposal and the Order Form;

- contractual execution documents such as reports, minutes, work plans, quality plans, invoices.

- exchanges of correspondence by post or electronically network in any format.

- gatherings of people such as seminars, forums, conferences, interviews or other face-to-face or remote and online gathering.

Client accepts that for the needs, monitoring, improvement of the Software and for statistical purposes, Supplier may access and process Client Data in compliance with confidentiality obligations. For this purpose, the Supplier may collect and process anonymized telemetry data on the use of the Software. Such telemetry data may include information on application performance, feature usage, and system behavior. No personal data of agents or end users will be collected. Telemetry is used exclusively to improve stability, performance, and user experience of the Software.

D. Cooperation to prevent disclosure of Confidential Information

Each Party shall use its best efforts to assist the other Party in identifying and preventing unauthorized use or disclosure of Confidential Information.

Each Party shall notify the other as soon as practicable if it learns or has reason to believe that a person with access to Confidential Information has violated or intends to violate this provision of the Contract.

Each Party shall cooperate with the other Party in order to prevent or stop the disruption that may result.

The Client shall transfer compliance with this confidentiality clause to the Beneficiaries.

E. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Either Party may request that the other Party destroy or return all or part of the Confidential Information. A record of destruction by erasure or other method shall be made in the same manner as for return.

The return or destruction must be carried out within eight (8) calendar days unless the Parties agree otherwise, in particular in the event of implementing a rollback.

In all cases, each Party shall ensure that no partial or total copy is kept by it, its representative or by persons who have had access to the Confidential Information, unless a Party is bound by an imperative legal obligation to keep the information, in which case the other Party must be notified.

F. DURATION OF THE CONFIDENTIALITY COMMITMENT

This confidentiality clause shall come into force on the date the Contract comes into force or, if the Parties so agree, retroactively on the date the Parties began to exchange information on the subject of the Contract.

This clause shall remain in effect for the duration of the contractual relationship between the Parties plus five (5) years from the end of their contractual relationship, whether by expiration or termination.

14. LIMITATION OF LIABILITY

To the extent permitted under applicable law, the Parties agree to the following exclusions and limitations, it being understood that these stipulations are not applicable in the event of gross negligence or fraud.

The Client shall make this clause enforceable against the Beneficiaries, Beneficiaries being jointly and severally liable with the Client of the performance of the Contract.

14.1 EXCLUSIONS

The Parties agree that any action in relation to an alleged breach of this Contract must be filed within two years of the date of the breach, without regard to the date the breach is discovered.

The Software is used under the direction, control and responsibility of the Client. Accordingly, Supplier shall not be liable for any damages due to (i) use of the Software not in accordance with the Contract, including the Documentation or Supplier's recommendations (ii) configuration and setting errors by Client or a third party, or (iii) inaccurate information, processing errors, or errors in handling Client Data by Client or a third party.

Supplier shall not be liable for any damage resulting directly or indirectly from Third-Party Software.

Supplier is exempt from any liability for disruptions or damage resulting from electronic communication networks.

In no event shall Supplier and Supplier Affiliates be liable for any data loss or content, including Client Data loss, lost profits, business interruptions, or for any indirect, incidental, special, consequential, exemplary, punitive, or expectation damages arising out of or relating to the Software, Associated Software Services, or the License provided by Supplier, even if Supplier has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose any limited remedy.

14.2 LIMITATION OF LIABILITY

The Software, License, and the Associated Software Services are provided "As Is."

Except for the express representations and warranties stated in this Contract, Supplier makes no warranties whatsoever, either express or implied, including, but not limited to warranties of merchantability or fitness for a particular purpose or to the best of Supplier's knowledge, compliance with laws or government rules or regulations for the Software and the Associated Software Services.

The liability of each Party for direct damage that may be suffered as a result of breaches committed during the performance of the Contract shall be limited to the amount owed by the Client or the Beneficiary to the Supplier in the twelve (12) months preceding the event giving rise to the liability of the defaulting Party.

The Party claiming the default shall provide evidence thereof.

These damages shall be added to or deducted from any invoices issued for the Licence and Associated Software Services which must be paid by the Client or the Beneficiary to the Supplier.

14.3 FORCE MAJEURE

Neither Party shall have failed to perform its contractual obligation if its performance is delayed, hindered or prevented by an event of force majeure (except for payment obligations), i.e. any event beyond the control of that Party, the timing of which could not reasonably be foreseen at the time of conclusion of the Contract and the effects of which cannot be avoided by appropriate measures. These events are, without this list being exhaustive: the act of third parties to the Contract, epidemics, pandemics, natural disasters, interruption of access to electronic communication networks ordered by a political, administrative or judicial authority or any prohibition ordered by such authorities, malicious acts of cybercrime, difficulties specific to electronic communication networks such as random discontinuity of proper technical operation, fluctuations in bandwidth.

If the impediment appears to be temporary, the Parties shall consult each other to decide whether the performance of the obligation shall be suspended or whether the impediment resulting from the force majeure event shall justify

the termination of the Contract. If the impediment is considered by both Parties to be definitive, applicable law should apply.

15. TERMINATION FOR MATERIAL BREACH

In the event of a material breach of the Agreement by one of the Parties, the other Party may terminate the Contract, thirty (30) calendar days after sending the other Party a registered letter with acknowledgement of receipt notifying the breach(s) and remaining without effect.

Termination may only be pronounced if an attempt has been made to find an amicable solution in accordance with Section 18.1 "SEARCH FOR AN AMICABLE AGREEMENT".

In the event of termination due to the Client's material breach, Client shall pay all amounts remaining due until the end of the term of the current License and Associated Software Services without prejudice to any remedies, under contract, law, or tort, and damages to which the Supplier may be entitled.

In the event of termination due to the Supplier's material breach, the Client shall pay all amounts remaining due, provided that these amounts are not affected by the Suppliers' default, until the end of the term of the current License and Associated Software Services without prejudice to any remedies, under contract, law, or tort, and damages to which the Client may be entitled, within the limit provided for in the Section under the header "LIABILITY".

Any early termination provided by applicable law shall be subject to the immediate payment of the fees due by the Customer for the remaining part of the current term, calculated on a pro rata temporis basis, as a financial compensation to EasyVista.

16. MISCELLANEOUS

16.1 INSURANCE

Supplier hereby declares that it is insured with a solvent insurance company for the harmful consequences of acts for which it may be held liable under the Contract, including, without limitation, errors and omissions, financial loss, cyber breach, bodily harm and injury, loss of data, and death, and at no less coverage than the maximum amount of liability set forth in the Section under the header "LIMITATION OF CLIENT'S LIABILITY".

Each Party hereby declares that it has taken out all the insurance policies required for its premises, equipment and personnel covering bodily injury as well as material and immaterial damage that it may suffer or cause.

Client hereby declares that it is insured against cybersecurity and operating losses.

16.2 CORPORATE SOCIAL RESPONSIBILITY (CSR)

Supplier shall comply and shall require its employees and any subcontractors to comply, with applicable law relating to ethical standards and responsible behavior, including but not limited to those dealing with human rights, labor law, environmental protection and the fight against corruption.

Each Party hereby represents and warrants that each is duly registered and authorized to do business, that entering this Contract does not breach or infringe on any other agreements or third parties' rights, and that neither it nor any of its subsidiaries nor any Beneficiary is under investigation by any governmental or judicial authority for violation of laws relating to corruption and money laundering.

Each Party shall, for the duration of the Contract, comply with such legislation applicable to them and not pay, promise or authorize the payment of money or the supply of objects of value, directly or indirectly, to any person for the purpose of inducing him or her to take a decision or to obtain or retain the activity related to the Contract.

16.3 ASSIGNMENT

The Contract may not be assigned, contributed or transferred, in whole or in part, in return for payment or free of charge, by either Party without the prior written consent of the other Party. By exception thereto, Supplier may assign this Contract, in whole or in part, (i) to any of its Affiliates or in connection with a change of control or acquisition of EasyVista or its assets or (ii) to a financial institution for debt collection.

The Party whose Contract is assigned shall not refuse the assignment if the assignee of the Contract is not a direct competitor of the Party whose Contract is assigned or if there is no conflict of interest.

16.4 NON-SOLICITATION OF PERSONNEL

Neither Party shall solicit or hire the other Party's personnel in connection with the Contract without the prior written consent of the other Party, for the entire duration of the Contract and for one (1) year after its termination, whether by expiration of the License or by termination. This section should not apply to solicitation or hiring of an employee resulting from a publicly available advertisement without the employee being previously directly solicited or contacted to that end by the other Party.

The Party that fails to comply with this obligation shall pay to the other Party, in one lump sum, compensation equivalent to one (1) year's net salary received by the employee solicited or hired during the twelve (12) months preceding such solicitation or hiring.

Client shall also be liable for this penalty if the solicitation or hiring is caused by a Beneficiary.

16.5 WAIVER OF RIGHTS

The fact that a Party does not require, in a given situation, the performance by the other Party of a contractual obligation, does not affect in any way the right of the said Party to request the performance of this obligation at a later date and is therefore not equivalent to a waiver of its rights.

A waiver shall be effective only if it is in writing and signed by the waiving Party.

16.6 SEVERABILITY

If one or more of the provisions of the Contract are held to be invalid or declared as such pursuant to a law, regulation or following a final decision of an appropriate court, the other provisions shall retain all their force and scope, unless the invalid provision relates to a decisive element of the commitment of the Parties or of one of them, and, to the extent permitted under applicable law, the respective provisions shall be upheld to the maximum extent permitted under applicable law.

16.7 HEADINGS

In the event the heading of a Section contradicts the content of the Section, the content shall prevail over the heading.

16.8 BUSINESS REFERENCES

Unless otherwise stipulated in the Order Form, Supplier may quote the Client as a customer reference in any paper or electronic documentation or other medium such as websites, brochures, Commercial Proposals.

Client authorizes Supplier to publish a testimonial or customer experience, the content of which must be previously approved the Client. Consent of the Client may validly be given by e-mail.

16.9 SURVIVAL OF CLAUSES

Sections of these General Terms and Conditions relating to representations and warranties, intellectual property rights as well as to confidentiality, liability, non-solicitation of personnel and business reference shall survive the expiration or termination of the Contract. The same shall apply to the provisions relating to rollback contained in the Specific Terms and Conditions.

16.10 ENTIRE AGREEMENT OF THE PARTIES

The Contract constitutes the entire agreement between the Parties and supersedes all statements or agreements made prior to the entry into force of the Contract and exchanged between the Client and the Supplier concerning the subject matter and performance of the Contract.

17. NOTIFICATION AND SIGNATURE

Any notice given under this Contract must be made to the address appearing in the Order Form, or at Client registered address, unless a further change of address has been notified by registered letter with acknowledgement of receipt.

Without prejudice to the registered letter with acknowledgement of receipt required under Sections 3.3 and 15, any notice of termination or non-renewal addressed to the Supplier by email shall be sent to the following email address: termination@easyvista.com.

The Parties agree that the information delivered by the Supplier's information systems shall be deemed authentic between the Parties until proven otherwise.

This Contract may be signed by electronic or handwritten signature, in one or several counterparts, each of which shall constitute an original, whether in paper or electronic form.

The Parties acknowledge that digital signature shall have the same legal value as handwritten signature.

18. DISPUTES

18.1 SEARCH FOR AN AMICABLE AGREEMENT

In the event of disputes relating to the validity, negotiation, interpretation, performance, or breach of the Contract, the Parties shall seek an amicable settlement prior to any judicial proceedings.

In this respect, any Party wishing to initiate the amicable procedure must notify the other Party of its intention by registered letter with acknowledgement of receipt.

Each Party shall designate, within a month of giving notice, as described in the immediately preceding paragraph, the member of its staff who will be mandated to reach an agreement. These representatives must have the authority to conclude a binding settlement. The Parties shall attempt to find a solution to their dispute on their own or with the assistance of their lawyers, and if necessary, with a mediator or conciliator.

The effort to reach an amicable agreement shall last one month, unless renewed as described hereinafter. This period is tacitly renewable by periods of one month until one of the Parties notifies by registered letter with acknowledgement of receipt its decision to stop this procedure.

Section 13 CONFIDENTIALITY applies automatically at the beginning of the amicable procedure.

18.2 GOVERNING LAW, VENUE

The Contract shall be construed under and governed by the law of of the country where the Supplier contracting entity is legally registered, excluding the United Nations convention contracts for the international sale of goods. This provision shall apply to both formal and substantive requirements without application of the principles of conflict of laws. The Parties submit to the jurisdiction of the competent courts of the the Supplier contracting entity, provided however that Supplier will have the right to pursue Claims against Client in any other jurisdiction worldwide to enforce its rights under this Agreement.

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SUPPORT, MAINTENANCE AND SERVICE LEVEL AGREEMENT APPENDIX

1. DEFINITIONS
2. DESCRIPTION OF THE SOFTWARE
2.1 Functionalities of the Software
2.2 Minimum technical conditions
2.3 Delivery
2.4 Rights and obligations
3. ASSOCIATED SOFTWARE SERVICES
3.1 Technical fonctional support
3.2 Planned maintenance
3.3 Software Hosting
4. AVAILABILITY
5. RETURN AND REVERSIBILITY

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This Support, Maintenance and SLA Appendix is part of the Contract between Client and Supplier for Supplier to provide a License with Associated Software Services. The Contract is defined in and subject to EasyVista Terms and Conditions for Software Licensing and Associated Software Services.

Each Software subscribed to may be subject to additional terms and metrics appended hereto. In case of inconsistency, the specific terms of each of these Software shall prevail.

Clients may subscribe to Standard, Professional or Enterprise offers, as defined in the Order Form.

This Support, Maintenance and SLA Appendix does not apply to the OTRS Solution, with the sole exception of the Service Availability Rate of 99.9% set forth in Article 4 hereof. The OTRS Solution is governed exclusively by the specific terms and metrics defined in Section 9 of the Product Specific Terms.

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": 9am - 6pm, CEST time, Monday to Friday, excluding public holidays commonly observed.

"Extended Business Hours": 9am - 10pm, CEST time, Monday to Friday, except on public holidays commonly observed.

"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.

"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 Documentation website:

Welcome to the EasyVista Documentation Site

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 Documentation website which evolve pursuant to Major Update.

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 RIGHTS AND OBLIGATIONS

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.

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.

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 means, 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.

3. 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.

3.1 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 electronic 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 the Client to update the Software to the relevant Version in order to resolve the Incident. The Client is expected to upgrade at least once a year.

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.

3.2 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.

3.3 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%,

- The number of instances and accounts to which the Client is entitled is determined by the subscribed offer (Standard, Professional or Enterprise).

- Document storage of 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 UK for UK Customers or in EU for EU customers. - Backup of data in the country of hosting, for 7 calendar days.

4. AVAILABILITY

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

The 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.

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 a readable 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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PRODUCT SPECIFIC TERMS

1. SERVICE MANAGER, SERVICE APPS AND EV INSIGHTS

1.1 DEFINITIONS
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1.3 Optional Services
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9. OTRS
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9.4 OTRS Packages
9.5 OTRS Premium
9.6 OTRS AI Credits

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1. SERVICE MANAGER, SERVICE APPS AND EV INSIGHTS (IT SERVICE MANAGEMENT)

1.1 DEFINITIONS

Purpose: The 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-premises Platform when the Order Form provides that the License is granted for On-Premises use of the Software.

On Premisse 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.

EV Insight: depending on the offer subscribed to by the Client on the Order Form, EV Insight may include Reports, Standard Dashboards or Premium Dashboards.

1.2 API CALLS

For the Standard, Professional and Enterprise offers, the number of API calls included per Concurrent Connected User ("CCU") per month is:

- two hundred (200) calls for the Standard offer;
- five hundred (500) calls for the Professional offer;
- eight hundred (800) calls for the Enterprise offer.

Any consumption in excess of this number shall be invoiced in addition, subject to a prior quote.

Beyond two hundred thousand (200,000) API calls per month, the Client must subscribe to a dedicated infrastructure line, giving rise to additional annual invoicing in accordance with the Supplier's pricing terms in force.

1.3 OPTIONAL SERVICES

The following services shall be provided if they are expressly subscribed to in the Order Form or in an Amendment to the Agreement, upon prior quote.

OPTIONAL SERVICES	NUMBER OF UNITS
Restoration request (not linked to an unavailability for which EasyVista is responsible)	
Extended data retention (beyond 7 days]	
Additional Account for an existing platform. Not intended for Production.	One Account
Additional Standard Platform (not intended for Production): Single Line, Backup management identical to the Production Platform, no availability commitment.	One Platform
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
Additional BI Platform (required for third-party BI solutions)	One Platform
Extra disk space - Additional disk space in the production environment for document storage	Per additional GB pack
Enhanced connectivity - additional VPN	Fixed annual fee
Planned Maintenance intervention (non-working days)	Included upon EV Accelerate subscription

2. SELF HELP (IT SERVICE MANAGEMENT)

2.1 DEFINITIONS

"Domain": Software usage Client-specific independent environment. The Supplier standard offer includes two Domains: Sandbox and Production. The Client may subscribe to additional domains in the Order Form or in an Amendment to the Agreement.

"**Question**" is the process initiated by the Authorized User on the Self-Help Software until its closure or after a suspension of the activity of the Authorized User. The Self-Help process is described within the Documentation.

"**End User**": this is an Authorized User with unlimited access to either:

- the Self-Help Portal: access to the knowledge database and Self-Help Process written by Client, within the limit of the number of Questions subscribed (self-care usage), as set forth in the Order Form,
- The Virtual Agents Service Bots: for conversational knowledge delivery with our built-in Natural Language Processing (NLP) engine and executing Self-Help Process, within the limit of the number of Question subscribed.

"**Managing Users**": these are Authorized Users with access to either:

- the Self-Help knowledge Portal: access to the knowledge database and Self-Help Process written by Client, within the limit of the number of Questions subscribed as set forth in the Order Form.
- The Self-Help Studio: to write and validate Self-Help Process and to operate the Software, within the limit of number of Managing Users who may be logged as set forth in the Order Form.

2.2 DESCRIPTION OF THE SOFTWARE

SELF HELP STUDIO: rich content editor with predefined Web responsive templates allowing the design and publication of intelligent knowledge process and workflow. The Studio is used by administrators, writers and person in charge of validation.
SELF HELP PORTAL: Web interface allowing End Users to search and operate Self Help procedures. The component can be used as portal or integrated in a website or a business application.
SERVICE BOTS: Virtual Agents Service Bots editor to provide automatic answers and solutions. The Virtual agent operates Self Help procedures. It is integrated in the Self-Help Portal, the Service Apps Portal and can be integrated in the Web sites and in MS Teams (Microsoft).

2.3 SOFTWARE USAGE

Destination: Client shall use the Software for its internal needs or for those of its Clients, namely, the management of a knowledge database.

Usage: According to the provisions set forth in the Order Form, the 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-premises 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 End Users as specified in the Order Form and only by the number of Managing Users specified in the Order Form. On Premises use of the Software is attached to EV Infra professional services subscription, as specified in the Order Form.

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
Additional Standard Platform (not intended for Production): Single Line, Backup management identical to the Production Platform, no availability commitment.	One Platform
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
Enhanced connectivity - Permanent VPN configuration (with read-only access to production data), SSO, LDAP/AD integration, etc., available for the Domains in dedicated environment.	Fixed annual fee

3. EV REACH (IT REMOTE SUPPORT)

3.1 DEFINITIONS

“Client Account”: the Client-specific environment located in Supplier’s website so that Client can manage his License and Concurrent Users.

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

3.2 DESCRIPTION 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) the end user can stop it.

3.3 SOFTWARE USAGE

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.

4. EV OBSERVE (IT INFRASTRUCTURE MONITORING)

4.1 DEFINITIONS

"Box": device or virtual machine used to monitor the information system of the Client or of its customers, that is connected to this information system in which certain programs of the Software and, where applicable, Third-Party Software are installed.

4.2 DESCRIPTION OF THE SOFTWARE AND BOX

- **FUNCTIONALITIES OF THE SOFTWARE**

The Software collects real-time information in the form of metrics using control points implemented in Client's information system.

This information is sent by a Box to the Platform where Client can consult a visual software map represented in a dashboard customized by Client.

The Software enable Client Data processing in the following manner:

- Collect technical data using control points executed in the Box. The actions of the Box can be supplemented by virtual agents as described in the Documentation. Client Data provide information on the availability, state, and performance of the monitored equipment as well as hardware and software components in the monitored equipment,

- Provide a set of control point templates that Client can customize,

- Store Client Data on the Platform thus enabling Client to consult it,

- Send alerts using the different means of communication indicated in the notification policy defined by the Client in the Box, such as email, SMS, notifications in mobile devices.

- **BOX**

4.2.1 Device or virtual machine

Depending on the option selected by Client, Supplier shall provide the Box in the form of a physical device (only applicable to mainland France and Corsica) or virtual machine master that can be downloaded by Client.

4.2.2 Installation

Client is responsible for configuring the basic functionalities of the Box (communication, sending of emails, secure connection to the Platform) before customizing Configuration Data based on its objectives (the Configuration Data).

Supplier can provide Client with assistance through a fee-based service proposal that, if accepted, is subject to a separate purchase order and invoice.

4.2.3 Legal framework

Once the installation is completed, Client must obtain the Supplier's prior written approval to install the Box physically on another site or to install the Box as a virtual machine in another information system.

Supplier shall remain the sole owner of the intellectual rights relating to the works and of the patrimonial rights relating to the physical components of the Box.

Client may not assign, lease, make available or pledge the Box to a third party in any manner.

Client undertakes to use the Box in accordance with the operating instructions provided by Supplier and shall ensure it is kept in good condition and proper working order.

Client shall take all necessary measures to ensure the protection and security of the physical Box. Client shall bear all the risks of loss or damage to the Box and shall be responsible for any damage to the Box or incurred by the Box, by accident or due to the improper use of the Box with regard to its operating instructions.

Supplier alone shall ensure the maintenance of the Box in accordance with the provisions of the ASSOCIATED SOFTWARE SERVICES clause.

- **BOX AND THIRD-PARTY SOFTWARE**

Client is authorized to install one or more Third-Party Software on the Box.

To ensure interoperability with the Software, Client must inform Supplier if it wishes to install Third-Party Software on the Box. If so required for interoperability, the Supplier shall send the Client a fee-based service proposal that, if accepted, is subject to a separate purchase order and invoice.

Client shall ensure that the installation of a Third-Party Software will not result in any modification, reprogramming or adaptation of the Box, and notably its operating system, or of the Supplier's Software, all of which remaining the Supplier's property.

Client shall take particular care to ensure that this installation will not have any impact on the proper working state of the Software and Box and will not be the cause of Incidents. If this were to be the case, Supplier shall, after consultation with Client, reserve the right to uninstall or impose the uninstallation of the Third-Party Software, or to take the technical measures necessary to eliminate Incidents, or at the very least, to minimize their effects. This is a fee-based intervention that lies outside the scope of the Associated Software Services and is therefore subject to a separate purchase order and invoice.

4.3 DELIVERY

The Box will be delivered in one of the following ways:

- The Box may be physically delivered to the address indicated by the Client signing the delivery order, or
- The Box may be downloaded in the form of a virtual machine by the Client.

4.4 SOFTWARE USAGE

- **RIGHTS OF USE**

Usage: Software may only be used with the Box.

When the Order Form provides that the License is granted for the SaaS mode use of the Software, the Software can be used only with the Box installed in accordance with the Contract and on the Supplier's Platform.

When the Order Form provides that the License is granted for On Premise use of the Software, the Software can be used only with the Box installed in accordance with the Agreement and on the Platform located on the site(s) specified in the Commercial Proposal or the Order Form.

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 for (i) the number of servers or (ii) the number of equipments (iii) the number of control points 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.

- **RIGHTS AND OBLIGATIONS**

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

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. Client is responsible for the manner in which the Software is used by all Authorized Users, both internal and external.

- **USE OF THE INFORMATION BY CLIENT**

The use of the information resulting from Client Data is under control and sole responsibility of the Client. In line with its general duty of care as a professional, Client is responsible for checking and ensuring the consistency and accuracy of the information prior to each use.

- **CONTROL POINT TEMPLATES**

Client acknowledges that the control point templates customized by Client during the installation of the Box are not covered by intellectual property rights. As such, Supplier may include them as custom templates in the Software.

4.5 ASSOCIATED SOFTWARE SERVICES

- **INSTALLATION AND INTERVENTION PROCESS**

- When the Order Form provides for SaaS use of the Software, Fixes and new Versions are installed by Supplier directly on the Client's Platform without the Client necessarily being informed and are transparent to the Client. However, in case of technical necessity, the Client will be informed that the installation of a Fix or the deployment of a new Versions required to modify its customized configuration of the Box.

- When the Order Form provides for On Premise use of the Software, Supplier shall install Fixes and new Versions directly on the Client's Platform, as scheduled with Client.

- **CLIENT DATA**

While operating Associated Software Services, Supplier may need to access Client Data collected by the Box, extract it from the Box and reproduce it in a non-Client IT environment.

Supplier will obtain Client's agreement prior to the extraction and processing of this data. This agreement shall be subject, where appropriate, to the legal provisions specified in the General Terms and Conditions with regard to personal data protection.

In any event, the NON-DISCLOSURE clause in the General Terms and Conditions shall apply.

Only personnel authorized by the Supplier, including Support or R&D staff and the persons indicated in Client's agreement can perform this processing.

Once notified of the intervention, Client shall perform a backup of its Client Data and ensure that the backup operation is successful.

4.6 RESTITUTION AND REVERSIBILITY

At the end of the Agreement, the Client and/or the third-party designated by the Client (hereinafter referred to as the "Successor") may retrieve the Client Data via the Software API.

The Client shall return the Box to the Supplier in hardware form or delete the Box as a virtual machine.

5. EV DEM (DIGITAL EXPERIENCE MONITORING)

Software means EV DEM and/or its submodules, EV Real User Monitoring (RUM) or EV Synthetic Transaction Monitoring (STM). EV RUM is offered through a web console, and EV STM is connected through Customer on-prem console. One subscribed token entitles deployment of the STM or RUM agent on one machine.

The Software Digital Experience Monitoring (DEM) focuses on optimizing end-user experience across digital channels by analyzing user interactions with applications, websites, and digital services

STM: this method involves simulating user interactions with digital assets, such as websites or applications, using predefined scripts or scenarios. Synthetic monitoring tools replicate user journeys and transactions at regular intervals from various locations, providing insights into performance, availability, and functionality.

RUM: captures data from actual user interactions with digital assets in real-time. It involves monitoring user behavior, such as page views, clicks, and transaction paths, through instrumentation embedded within the application code or via client-side scripts. RUM provides granular insights into the end-user experience.

6. EV DISCOVERY (DISCOVERY AND INVENTORY)

"**Discovered Item**" or "**DI"** refers to any unique discovered element represented in the EV Discovery Module repository on the production environment.

The EV Discovery Module is priced on a flat-rate per-account basis. An additional billing model per account may apply for managed services.

7. EV ORCHESTRATE (ORCHESTRATION AND AUTOMATION)

"**Workflow**" refers to any collection of actions and integrations that are connected together from start to end through a published workflow record.

The EV Orchestrate module is priced per workflow.

8. EV ACCELERATE

EV Accelerate professional services subscription are proposed in three modules, Launch, Use and Expand, to support Clients in reaching their strategic goals with consulting, design, training or implementation services.

The Supplier will dedicate resources with extensive experience to the provision of these professional services. The allocated resource may change based on required skills, geographic location, and resource availability, based on the Supplier prior assessment.

The Client will designate a single point of contact for the performance of the services. The Client's technical single point of contact is expected to answer technical queries raised by the Supplier within one (1) business day. The Supplier will respond to EV Accelerate requests from Client by no later than the next business day.

The Supplier will monitor the volume of requests made by Client and may limit access based on the number of requests made in a single month, if the usage is deemed to substantially excess a reasonable volume of requests in relation to the package subscribed.

Professional services will be performed in a professional and workmanlike manner. Any breach of this warranty must be notified by the Client within 30 days of performance of such Professional Services. The Supplier's sole liability under or in connection with this warranty will be the re-performance of the relevant Professional Services, to the extent permitted by applicable law.

9. OTRS

9.1 DEFINITIONS

"**OTRS Solution**" means the licensed OTRS software solutions available in different configurations (Solutions and Feature Levels) as specified in the applicable Order Form.

"**Solution**" refers to the business application area selected by the Client (e.g., IT Service Management, Customer Service, HR, Office Management, or Security/STORM).

"**Feature Level**" means the functional scope of the OTRS Solution as defined in the Order Form (Starter, Advanced, Pro).

"**Concurrent Agent**" (CA) means an authorized user under the responsibility of the Client who has the right to access and use the Software simultaneously.

"**Eligible Users**" - means users nominated by the Client that are permitted to contact the OTRS Service Desk. The Client is responsible for defining and maintaining its list of Eligible Users. End users or untrained staff are not entitled to submit tickets directly.

"**Incident"** means an any issue with the operation of the Software, as a result of which the Software does not perform normally, that is reproduced and documented by the Client and duly noted by the Parties. An Incident may be of Low, Medium or Critical Severity.

"**Information Request"** means a request for information and/or knowledge

"**Service Request"** means a formal request for something new to be provided by the Supplier within the standard configuration and supported scope of the Software.

"**Consulting Request"** means a request for professional advisory services aimed at optimizing processes, setup, or usage of OTRS to meet specific business objectives.

"**Training Request"** means a request for training sessions or workshops to enable Client teams to effectively use, administer, or configure OTRS.

"**Low Severity**" means a low impact Incident that involves a partial or limited loss of non-critical functionality. This also includes all problems that affect the general use of the system and only certain employees.

"**Medium Severity**" means an Incident with a medium impact on the system, where, Processes are seriously disrupted, but operations can continue. The Incident affects significant groups, such as a department.

"**Critical Severity**" means a critical Incident in the system, resulting in the complete loss of the core Software functionality, even after a restart or crashed production systems. No reasonable workaround is available and/or Authorised Users cannot continue essential work processes.

9.2 Description of the Software

OTRS is a modular service management and workflow automation platform that supports ITSM and ESM use cases. Depending on the subscribed Solution and Feature Level, the Software may include ticket management, process automation, knowledge management, collaboration features, reporting and analytics, integrations, and AI-powered functionalities. The Software may include components licensed as open-source software (OSS) under separate open-source license terms. Such licenses grant rights directly from the licensors to the Client. The Supplier will ensure that the inclusion of open-source components does not limit the Client's contractual rights to use the Software as defined in this Agreement. The Client's rights of use with respect to these OSS components are exclusively governed by the terms of the applicable OSS licenses. Where the terms of this Contract impose restrictions that conflict with the terms of the applicable OSS licenses (e.g., restrictions on reproduction, decompilation, or modification), the terms of the OSS licenses shall prevail for those specific components. The standard license provisions of the Contract apply only to the proprietary, non-OSS components of the Software.
The functional scope of each Feature Level is detailed in the Supplier's Documentation and reflected in the Order Form.

9.3 Software Usage

Scope: The right of use is limited to the Solutions and Feature Levels referred to in the Order Form, and to the number of Concurrent Agents specified therein.

Usage:

- SaaS use of the Software is provided through the Supplier's managed hosting environment.
- On Premise use of the Software is permitted only when expressly indicated in the Order Form and is subject to additional professional services for setup and maintenance.

Fair Use: Certain functionalities (e.g., amount of Licenses, AI Credits, asset bundles) are subject to quantitative limits as defined in the Order Form. Additional usage beyond included volumes requires the purchase of add-ons.

Software Maintenance: The Supplier will address software defects with due care and in accordance with the assessed impact and criticality. The correction of defects will be prioritized and scheduled within a reasonable time based on severity, potential business impact, and overall release planning. Critical defects affecting system stability or data integrity will be remediated with highest priority in accordance with the applicable OTRS package support services.

9.4 OTRS Packages

Each OTRS Package includes operational support services for Incidents and Information Requests as part of the SLA. The scope differs by plan as follows:

Starter

- Unlimited Incidents and Information Requests
- Service Level Window: Monday–Friday, 9am–5pm
- First Response times:
  - Low Severity: 1 business day
  - Medium Severity: 4 hours
  - Critical Severity: 2 hours
- Basic system monitoring, patch management, and weekly backups

Advanced

- Unlimited Incidents and Information Requests
- Service Level Window: Monday–Friday, 8am–8pm
- First Response times:
  - Low Severity:1 business day
  - Medium Severity: 4 hours
  - Critical Severity: 2 hours
- Daily backups, enhanced resolution time for infrastructure issues (8 hours)

Pro

- Unlimited Incidents and Information Requests
- Service Level Window: 24 hours a day, 7 days a week
- First Response times:
  - Low Severity:1 business day
  - Medium Severity: 4 hours
  - Critical Severity: 2 hours

- Advanced infrastructure coverage (4 hours resolution for critical infrastructure), extended storage, and high availability features

The OTRS Package covers only Incidents and Information Requests. Software defects are fixed. All other request types are exclusively provided under an active OTRS Premium subscription). Supplier may decline maintenance or defect resolution on unsupported or outdated On Premise versions. In this case Client must perform a patch level update, as changes and troubleshooting can only be performed with the latest version.

The Supplier provides optional archive and/or test systems as part of the Package. These systems are designed for non-productive use only (e.g., testing configurations or storing historical data) and are subject to functional limitations compared to the production system (e.g., limited number of concurrent agents, read only access) Response times and resolution targets apply only **TO THE PRODUCTION SYSTEM. THE SCOPE AND AVAILABILITY OF ARCHIVE AND TEST SYSTEMS ARE DEFINED IN THE APPLICABLE ORDER FORM.**

9.5 OTRS PREMIUM

OTRS Premium is a professional services subscription offered in three modules – Launch, Use, and Expand – designed to support customers in achieving their strategic goals through consulting, design, training, and implementation services. The Supplier will provide experienced experts to deliver these services. Assigned resources may change depending on required skills, geographic location, or availability.
Requests such as configuration changes, data imports, user/account management. covered only via OTRS Premium subscription.

- Service requests
- Consulting requests
- Training requests

The Client will appoint a dedicated single point of contact for the execution of the services. The Client's technical contact shall respond to Supplier queries necessary for the execution of the services no later than two (2) business days following receipt of the query. The Supplier will acknowledge receipt of OTRS Premium requests from the Client no later than the following business day and will schedule the service delivery in coordination with the Client, subject to resource availability.

The Supplier will monitor the volume of requests made by the Client. If the Client's requests exceed the agreed volume as defined in the subscribed package in the Order Form, the Supplier may limit access or require the purchase of additional services. All professional services will be delivered in a professional and workmanlike manner. Any breach of this warranty must be reported by the Client within 30 days of performance. Requests are subject to resource availability and are scheduled in coordination with the Customer. These services are not bound to the SLA response times applicable to Incidents or Information Requests.

As part of OTRS Premium Services, certain services such as Consulting or Training may also be delivered on site at the Client's premises. In such cases, travel expenses and allowances are not included in the subscription fee and will be invoiced separately: https://portal.otrs.com/external/c/travel-expenses-and-allowances.

9.6 OTRS AI CREDITS

AI Credits are a flexible usage currency for accessing OTRS AI Services, such as ticket classification, service description generation, or ticket summarization. AI Credits are allocated annually and are valid for the duration of the contractual year. Any unused AI Credits will automatically expire at the end of the contract year and cannot be carried over. AI Credits are independent of the AI Services themselves and must be available for such services to function. Additional AI Credit packages can be purchased at any time without requiring a change to the underlying OTRS contract.

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