

SAAS SERVICE LEVELS

1. INTERPRETATION

All definitions that are used in this document (but are not explicitly defined) bear the meanings given to them in the Software as a Service (SaaS) Terms and Conditions.

“Business Day”: means a day between Monday and Friday that is not a public holiday in metropolitan France or England.

“Client’s Space”: means the space that Invoke places at the Client's disposal in order to allow him to access information and documents relating to the Service.

“Environment”: means the whole consisting of a software version (Software) and a database instance for the purposes of providing the Service.

“Error”: means a bug, defect, malfunction, or material non-conformity of the Service compared with the Documentation and reproducible by Invoke.

Errors shall be classified according to the following three levels of severity:

- Critical Error: An error affecting one or more features of the Software or Infrastructure impeding access to the Service and for which there is no workaround.
- Major Error: An error affecting one or more features of the Software or Infrastructure for which a workaround exists and/or degrading of the Service resulting in a significant but non-critical impact on access to and performance of the Service.
- Minor Error: A reproducible error that does not present the characteristics of a Critical Error or a Major Error.

“Production Plan”: means the planning and scheduling of the processing, production, and maintenance tasks and security processes applicable to the Service. The Production Plan was developed by Invoke and applies to all clients with access to the Service.

“Request”: means any reproducible operating issue and/or incident encountered by the Client when using the Service that the Client brings to Invoke’s attention through the Support service as well as any Error.

“Updates”: means improvements, upgrades, modifications, and corrections made to the Service by Invoke concerning the Software and the Infrastructure.

Updates are classified according to the following categories:

- Software Updates that concern the Software (improvements, corrections, upgrades);
- Regulatory Software Updates because they impact a set of regulatory features;
- Infrastructure Updates that concern the Infrastructure (improvements, corrections, upgrades);
- Urgent patches to overcome a security or confidentiality breach that could compromise the Client’s Data or a breach relating to the availability of the Service or to correct an Error. The patches may relate to the Infrastructure and/or the Software.

“Working Hour”: refers to the hours corresponding to the Support opening hours. All hours mentioned in the current document are referring to Central European Time (CET).

2. PURPOSE

The purpose of this document, is to define the service levels that Invoke undertakes to follow in accordance with Good Industry Practice with regard to the Service.

This document is an attached document to the Software as a Service (SaaS) Terms and Conditions.

3. SCOPE OF THE SERVICE

The scope of the ordered Service is the scope defined in Appendix 1 Commercial Proposal.

The Service comprises:

- a production Environment,
- at an additional cost to the Client, a testing Environment comprising a Software instance covering the same functional scope as the production Environment and data different from that of the production Environment.

To be implemented, the testing Environment option must be expressly mentioned in Appendix 1 Commercial Proposal.

The Production Plan is implemented by Invoke and cannot be modified.

No specific development can be included in the Service.

4. ACCESSIBILITY AND AVAILABILITY OF THE SERVICE

The Service is accessible 7 days a week, 24 hours a day, outside the maintenance hours and urgent maintenance.

The maintenance hours are as follows:

- For Infrastructure Updates: every weekend (Saturday and Sunday);
- For Software Updates: at any time subject to planning in order to limit the impact on the Client. The date chosen for the installation of the Software Update shall be communicated to the Client by the Support teams with five (5) Business Days' notice before installation. In all cases, Invoke shall use its reasonable endeavours not to carry out Software Update installations during statutory and/or regulatory election periods.

The Client may not oppose the installation of Infrastructure and Software Updates.

Urgent maintenance concerns only the installation of urgent Patches and may occur at any time. The Client may not oppose their implementation.

Invoke shall use its reasonable endeavours to provide a Service with a monthly availability rate of at least 99% during the following times on Business Days;

- Monday to Thursday, 9 am to 6 pm;
- Friday, 9 am to 5 pm.

The monthly availability rate can be communicated to the Client by Invoke upon its request to Support.

5. SECURITY AND BACKUPS

Invoke shall comply with the provisions of the Software as a Service (SaaS) Terms and Conditions relating to the security of the Service as well as the provisions of the Security document.

The provisions on Personal Data protection set out in the Personal Data Protection document shall apply in full.

The applicable data backup procedures shall be those set out in the Business Continuity Plan (BCP) in the Security document.

6. SUPPORT

6.1. Description of Support

Support includes:

- Telephone assistance;
- Correction of Errors;
- Provision and installation of Updates.

6.2. Telephone assistance

Telephone assistance processes Requests and is accessible by email and telephone (the number is specified in the Client's Space) on Business Days during the following opening hours (Working Hours):

- Monday to Thursday, 9:00 am to 1:00 pm and 2:00 pm to 6:00 pm;
- Friday, 9:00 am. to 1:00 pm. and 2:00 pm. to 5:00 pm.

The cost of telephone calls shall be borne by the Client.

Requests shall be recorded in Invoke's tools to ensure their traceability and processing according to their degree of severity.

In order to permit the performance of the Support, the Client undertakes to accurately describe and document its Request and the situation that it encounters (description of the context, error messages, screenshots, provision by the Client of all or part of the Client's Data, etc.) in order to allow Invoke to reproduce and categorise any incidents and/or Errors brought to its attention.

Invoke shall use its reasonable endeavours to provide responses to the Client in the form of an immediate call-back or by email.

If there is no immediate response, Support shall handle the request within four (4) Working Hours from the recording of the Request during the opening Working Hours of Support.

Support may be provided by Invoke only insofar as the Users were previously trained in the use of the Service and that the Client has the technical devices permitting remote assistance and authorises its recourse and use in order to facilitate the handling and processing of Requests by Invoke.

In particular, Invoke recommends that the Client be trained in the use of the Client's Space and that he registers on the Client's Space in order to familiarise himself with the information and documents made available and thus to receive communications from the support and regulatory monitoring department.

6.3. Request handling times and Error correction times

Invoke shall correct Errors under the conditions hereof in accordance with Good Industry Practice.

The Request handling times and Error correction times are defined in the table below according to the degree of severity of the Error in question. Invoke shall be responsible for the categorisation of Errors in accordance with Good Industry Practice.

Level of severity	Request handling time	Error correction time
Critical Error	4 Working Hours	8 Working Hours from the end of the Request handling time period.
Major Error	4 Working Hours	8 Working Hours from the end of the Request handling time period to provide a correction of the Error or a workaround. If a workaround is provided during the above period, the shift from the workaround to the definitive correction shall take place within 20 Business Days after the end of the Error correction period.
Minor Error	4 Working Hours	The correction shall be planned and integrated into the Software or Infrastructure development roadmap.

The above periods and commitments are based on the fact that Invoke can use remote assistance and has the elements necessary to reproduce the Error, which the Client undertakes to provide to Invoke under article 6.2.

6.4. Provision and installation of Updates

Invoke shall use its reasonable endeavours to make the Updates available to the Client and to install them on the Infrastructure under the conditions set out in paragraph 4 “Accessibility and Availability of the Service”. Updates shall be accompanied by a release note in accordance with Good Industry Practice.

Regarding regulatory Software Updates, the Client is informed and acknowledges that the regulations are subject to change. Therefore, Invoke shall not be liable for a delay in the execution and/or delivery times if the non-performance or said delay results from a failure or delay in the publication of the regulations to which the Client is subject by an authority or any other term designating a body issuing regulatory texts (“Authority”).

In the event of regulatory changes or if Invoke must carry out one or more specific developments associated with the Software due to an Authority, Invoke shall use its reasonable endeavours to provide the new standard configuration within the following time limits and in accordance with Good Industry Practice:

- If the impact of the regulatory Software Update applies to reports already within the Client's regulatory scope, Invoke shall use its reasonable endeavours to deliver the modifications within two (2) months of receipt of the new specifications and the associated regulatory text.
- If the impact of the regulatory Software Updates applies to new reports, even within existing specifications, Invoke shall use its reasonable endeavours to publish a roadmap within a reasonable time from receipt of the information necessary for the aforementioned update to determine the necessary elements as well as the actions to be taken for the regulatory Software Update.

6.5. Configurations of Updates

6.5.1: With regard to Software Updates (excluding regulatory Software Updates), the Client shall be responsible for carrying out the specific configuration or specific configuration changes using its own means and under its responsibility following the provision of the Software Update in question by Invoke. If the Client wishes, it may ask Invoke to carry out this work as part of Professional Services subject to invoicing.

6.5.2: With regard to regulatory Software Updates relating to regulatory offers mentioned in the Purchase Order, the configuration or configuration changes related to the Updates in question shall be carried out by Invoke and made available to the Client through the Service.

6.5.3: With regard to regulatory Software Updates relating to other Invoke offerings, the configuration or configuration changes related to the Updates in question may be carried out by the Client under its responsibility using the configuration import functions made available to the Client by Invoke.