

## Appendix 2: Maintenance conditions

### 1. Definition

**Start of an Incident:** refers to the time of receipt by the Provider of an Incident notification by the Customer at [help@toucantoco.com](mailto:help@toucantoco.com)

**Working Hours:** means the days from Monday to Friday inclusive, from 10:00 am to 6:00 pm, excluding public holidays in France.

**An Incident:** means a malfunction, anomaly or error in the Application Service that prevents access to or use of the Application Service.

**Other Incidents:** means any Incident that does not qualify as a Critical, Urgent, Important or Minor Incident.

**A Critical Incident:** means an Incident that (i) renders the Application Service inoperative for all Authorized Users, or (ii) violates the integrity of the Data.

**An important Incident:** means an Incident that impacts (i) one or more features of the Application Service intermittently or (ii) a limited number of Authorized Users. For example: common operations fail intermittently or an auxiliary operation systematically fails.

**A minor Incident:** means Incidents concerning minor functionalities or operations of the Application Service such as routine technical operations, exports and/or imports of Data, system configuration or navigation within the Application Service.

**An urgent Incident:** means an Incident that affects one or more major functionalities of the Application Service or severely degrades the performance of the Application Service on a persistent basis for several Authorized Users.

**Compatible Browsers:** means the versions of Internet browsers supported by the Provider in accordance with the Documentation in force. For your information, the Compatible Browsers on the Effective Date of the Contract are: Internet Explorer (versions 11 and following versions), Firefox (versions 50 and following versions), Chrome (versions 35 and following versions), Safari (versions 9 and following versions).

### 2. Maintenance conditions

#### 2.1 Scope of Services

During the duration of the Contract, the Service Provider ensures that the Solution remains in operational condition and provides maintenance and support services for the Application Service for Compatible Browsers.

Application Service maintenance includes:

- providing updates, upgrades and/or additions to the Application Service from the Solution;
- Correction of Incidents according to the conditions of article 2.2 below.

The Customer is obliged to notify of any Incident by e-mail at [help@toucantoco.com](mailto:help@toucantoco.com) and to communicate any useful or requested information by the Service Provider to enable the identification and, if necessary, the Incident consideration.

#### 2.2. Response time in the event of an Incident

From the beginning of the Incident and subject to the condition that the Incident is reproducible in the Service Provider's environment, the Service Provider undertakes to make its best commercial efforts to consider and diagnose the Incident according to the following deadlines:

	Deadlines for intervention		Initial Incident Diagnostic Timeframe	
	Opening hours	Outside opening hours	Opening hours	Outside opening hours
Critical incident	4 hours	6 hours	6 hours	24 hours
Urgent incident	6 hours	N/A	24 hours	N/A
Important incident	10 hours		48 hours	
Minor incident	24 hours		7 days	

These levels of guarantees are subjected to the customer providing adequate information upon notification of an Incident. The initial diagnostic delay of the Incident is an initial technical analysis of the Incident to attempt to resolve it and is accompanied by a response from the Provider by e-mail. The diagnosis does not include the definitive resolution of the Incident but may be accompanied, if necessary, by the Provider's supply of a corrective or circumvention solution.

The qualification of the Critical, Urgent, Important, Minor or Other character of the Incident is the sovereign assessment of the Service Provider.

In the event of an Urgent Incident, a technical representative of the Service Provider will be made available to the Customer within the deadlines.

The Service Provider reserves the right not to correct any Other Incident and to integrate a correction later in an update or evolution of the Application Service.

#### 2.3. Technical assistance

If the cause of the Incident is beyond the reasonable control of the Provider, the Provider undertakes to make technical suggestions that may temporarily or permanently resolve the Incident. However, in this

case, the Service Provider's commitments in terms of response time are not applicable.

Constitutes an incident outside the reasonable control of the Provider, in particular the following cases without this list being exhaustive: (a) a failure of Customer's hardware or software not provided by the Provider, (b) a failure of Customer's connectivity, (c) an error in a Customer's user account, including unauthorized use of the Application Service by unauthorized persons accessing the Application Service via an Authorized User's authentication certificate, (d) an unreasonable and excessive use of the Application Service, (e) a Corrupt Data, (g) a non-compliant use by the customer of the Application Service after the Service Provider has informed the customer by any means of the need to modify the use of the Application Service to remedy the Incident, (h) a case of force majeure as defined in the Contract.

#### 2.4 Exclusions

The Service Provider's maintenance commitments do not apply in the

following cases:

- the customer's failure to cooperate with the Service Provider in resolving Incidents and to respond to the Service Provider's questions and requests for information;
- Use of the Application Service in a manner that is inconsistent with the destination or Documentation;
- unauthorized modification of the Application Service by the Customer or a third party;
- use of the Application Service with a non-compatible or obsolete browser;
- use of the Application Service with any software packages, software or operating system not compatible with the Application Service;
- failure of electronic communication networks;
- voluntary act of degradation, malice, sabotage on the part of the customer or a third party;
- force majeure as defined in the Contract.