

## GENERAL TERMS AND CONDITIONS OF PROVISION OF SERVICES

The company NETCO SPORTS, a simplified joint-stock company with a single shareholder with corporate capital of €184,575, registered in the Trades and Companies Register of Paris under number 501 766 349, whose registered office is located at 20 Avenue Franklin Roosevelt 75008 Paris, which performs the service is referred to by the term "Provider". The beneficiary of the service is hereinafter referred to as the "Customer".

### I – General Provisions – Definitions – Services

#### 1. APPLICABLE LAW – JURISDICTION

The interpretation and performance of these General Terms and Conditions of Provision of Services (GTC) and services that follow or result therefrom, shall be governed by French law, regardless of the place of performance of the services, the nationality of the customer and/or its address. An attempt shall be made by the parties to resolve mutually any dispute relating to the formation, performance, validity or termination of this agreement before any proceedings or otherwise be deemed inadmissible. For this purpose, the party that is the first to act must submit to the other, by any means, a request for a meeting that must be held between the managers of the parties within 15 days following the request. Should the dispute still exist at the end of this meeting, which shall give rise to the establishment of a report, the parties would recover their freedom of action. In this case, the parties agree to submit their dispute to the EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF PARIS except in the event of special jurisdiction provided by law.

#### 2. Scope and imperative nature of these GTC

The Customer states having noted and accepted the General Terms and Conditions of Provision of Services (GTC) that are fully enforceable on it. Any order for Services (hereinafter set out in Article 4) implies unreserved acceptance by the Customer and its full adherence to these GTC. These GTC apply to all Services performed by the Provider for the Customer and set out the contractual obligations of the two parties (hereinafter the "Agreement"). The commercial proposal or purchase order issued by the Provider shall be the special terms and conditions of the Agreement, as, in particular, it specifies the services and the price (hereinafter the "Commercial Proposal").

Any exception from this Agreement must be established in writing according to the conditions of Article 10 herein. In the event of the invalidity of any of the provisions of the Agreement, the Customer and the Provider shall endeavour to replace it in good faith with equivalent applicable provisions. The other provisions shall remain in force. The Customer may not assign or give to a third party all or part of the benefit of the Agreement concluded with the Provider.

#### 3. Definitions

**Application:** refers to the end product, developed by the Provider, downloadable and executable from the operating system of a smartphone or a tablet. The production of an Application by the Provider requires a technical and functional design resulting in validation of the identified technical and functional features ("Features"), Common and Specific Developments, the creation of a Graphical Interface, possible interfacing of modules from third party companies, the provision of the Deliverables, Technical Acceptance of the Application.

**Common or Back-End Development(s):** refers to all the software elements of the Application, in particular the source code, the object code, the documentation and the preparatory design material, corresponding to the developments made by the Provider that are used or may be used in other applications produced by the Provider for its customers, and of which the Provider remains the exclusive owner.

**Specific or Front-End Development(s):** refers to the software components of the Application, in particular the source code, object code, the documentation and the preparatory design material, (i) not corresponding to common developments and (ii) developed specifically by the Provider under this Agreement to exclusively meet the specifications and the specific needs of the Customer for the Application.

**Data:** refers to all data whatever their form or content, (i) entered manually or automatically in the Application, (ii) processed and/or (iii) produced by the Application. The Data in particular include the personal data of the End Customers and the Content.

**Warranty:** refers to the correction of defects in the Application after its Publication to ensure compliance with the Features for a period of three (3) months from the Publication date. Features integrated/interfaced with other modules not developed by the Provider, chosen by the Customer, are excluded from the Warranty.

**Graphics:** refers to the licensing of a software solution for managing the display of a program's graphic elements. This licence includes a dedicated user interface, a database (and its administrative interface) containing information relating to the event or more generally to a competition (timetable, numbers, results, etc.), interfacing with statistical Data, a graphic scene containing the Customer's charter, access to the Provider's online training platform.

**Infrastructure:** refers to all the servers on which all or part of the Application are hosted and/or the Data as well as all the network equipment and software used to connect them to the Customer's equipment and systems.

**Graphical Interface:** refers to the ornamental elements appearing on the screen of the smartphone or the tablet when the Application is executed by a user of the Application.

**Publication:** refers to the actual publication of the Application on digital platforms distributing applications, such as "App Store" or "Google Play", making it accessible to Customers by download.

**Technical Acceptance:** Sequence(s) of operations, by which the correct functioning and the control of the conformity of the Application with the technical and functional Features are verified and recorded in a Technical Acceptance report prepared by the Provider and validated by the Customer. The report sets out whether the Technical Acceptance is final or with reservations. It may be carried out gradually, as the Services are completed, using the so-called AGILE method or on delivery of the Application to the Customer before Publication. The Parties shall favour the use of the JIRA online tool to track the progress of the project as well as the feedback from the Customer during the Technical Acceptance process.

**Features:** Detailed description of the Application's features.

#### **4. Type and description of the services performed**

The Provider provides services (hereinafter the "Service(s)") which will be specified in the Commercial Proposal and which concern in particular:

- Production of an Application (design, development, configuration, interfacing), including Publication and provision of the Warranty;
- Hosting of the Application and data files relating thereto, through its subcontractors (hereinafter "Hosting")
- The provision of a software development service according to the Customer's demands and requirements
- The creation, development and provision of a back-office Internet tool for administration of the Application (conclusion of a specific licence agreement)

#### **5. Obligations of the Provider and the Customer during the performance of the Services**

The Provider undertakes to perform its obligations under the Agreement in a professional and continuous manner in accordance with the best practice applicable for the type of services entrusted to it.

The Customer undertakes to precisely set out its needs and expectations as regards the Application. These will be contained in its Features or, after detailed technical and functional design, will be materialised in the Commercial Proposal. The Features are necessary in particular for drafting and validating the Technical Acceptance report of the Application. The Customer shall designate one or more responsible contacts with authority to make decisions throughout this Agreement. It shall communicate to the Provider all documents, internal procedures, working methods and information which the Provider will need for performance of the Services; the Customer undertakes to pay for the Services according to the terms and conditions of payment provided for in these GTC and the Commercial Proposal.

The Customer and the Provider expressly agree to maintain active and regular collaboration, creating a climate of honesty and effectiveness. The Customer and the Provider undertake to alert the other Party without delay of technical, organisational, human, financial, or other difficulties that could have an impact on the performance of the Services. The Provider may not be held accountable for a delay in designing the Application calling into question the Publication date of the Application if it is the consequence of a failing by the Customer, in particular in providing a response in good time to subjects which are important for the progress of the Services.

#### **6. Managing changes**

The Provider undertakes to take into account requests for changes made by the Customer during the design phase of the Application.

- (1) If the changes requested by the Customer increase the number of hours allocated for producing the Services in accordance with the specifications appended to the Agreement, the Provider shall issue a new quotation.
- (2) If the changes requested by the Customer require reorganisation of the allocation of hours for the design of the Application but do not increase its volume, the Agreement and its Price shall not be changed.
- (3) Any cancellation of or any reduction in the scope of a Service, expressly requested by the Customer, shall result in the payment by the Customer to the Provider, regardless of the notice given, of all the actual costs incurred by the Provider for the performance of the Service. The actual costs incurred include, in particular, the time spent by the Provider's employees performing the Services and the financial consequences of any contract signed with a subcontractor for the performance of the services, etc.

#### **7. Intellectual and Industrial Property of the Provider and of the Customer**

##### **7.1 The Provider**

The Provider (or the Publisher concerned) remains the exclusive owner of the intellectual property rights attached (i) to the methods and standard tools acquired or developed by it which constitute its know-how, and (ii) to the Common Developments.

The Provider grants, free of charge, to the Customer, which accepts, a non-exclusive use right of the copyrights relating to the Common Developments used by the Application, including:

- reproduction rights, including the right to reproduce the Common Developments used by the Application, or have them reproduced, in an unlimited number, in whole or in part, by all present or future, known or unknown means and processes, on all present and future, known or unknown media and materials, for purposes of exploiting the Application;
- representation rights, including the right to publicly present the Common Developments used by the Application, or have them publicly presented, by all present or future, known or unknown means of dissemination and communication, on all present and future, known or unknown media and materials, for purposes of exploiting the Application;
- the right to use the Common Developments for the purposes of exploiting the Application, for the needs of its own activities or for the benefit of third parties, in any way, and by all present and future means, including sale, rental, leasing and loan, either free of charge or for a fee.

Concession of the use right of the copyrights relating to the Common Developments used by the Application is granted:

- for the duration of this Agreement;
- worldwide and for the entire duration of the protection of the copyrights in question in France or abroad;
- for all modes of exploitation and all uses of the Application, in particular all uses for commercial, advertising, promotional or other purposes.

##### **7.2 The Customer's property**

The Provider acknowledges that the Customer remains the owner of the intellectual property rights attached to the software, documentation, content, Data, trademarks, logo and graphic creations, as well as all technical information or information of any other kind, belonging to the Customer and made available to the Provider for the sole needs of the performance of the Agreement. Under the Agreement, the Provider is granted a non-exclusive right to use these elements for the purposes only of performing the Services and they may not be used by the Provider for purposes other than the strict performance of the Agreement. At the Customer's request or on termination of the Agreement for whatever reason, the Provider undertakes, at the Customer's choice, to automatically and immediately return to the Customer or destroy all the documents and elements of all kinds which have been entrusted to it within the context of the Agreement. The Provider

undertakes to retain no copies of them. The Provider undertakes on request by the Customer to present a signed certificate confirming what it has returned, stopped using and destroyed as described above.

### **7.3 Assignment of intellectual property rights**

The Provider assigns exclusively to the Customer, which accepts, as they are produced, ownership and the copyrights of the Specific Developments and the Graphical Interface, including:

- reproduction rights, including the right to reproduce the Specific Developments and the Graphical Interface or have them reproduced in an unlimited number, in whole or in part, by all present or future, known or unknown means and processes, on all present and future, known or unknown media and materials, for all purposes;
- representation rights, including the right to publicly present the Specific Developments and the Graphical Interface or have them publicly presented by all present or future, known or unknown means of dissemination and communication, on all present and future, known or unknown media and materials, for all purposes;
- the right to use the Specific Developments and the Interface for exploitation purposes, for the needs of its own activities or for the benefit of third parties, in any way, and by all present and future means, including sale, rental, leasing and loan, free of charge or for a fee.

The assignment of the copyrights relating to the Specific Developments and to the Graphical Interface, is granted:

- exclusively and as such the Provider shall refrain from using the Specific Developments for personal purposes or for third parties, or to grant rights to the Specific Developments to third parties;
- worldwide and for the entire duration of the protection of the copyrights in question in France or abroad;
- for all modes of exploitation and all uses of the Specific Developments, in particular all uses for commercial, advertising, promotional or other purposes.

The financial consideration for assignment of the copyrights granted by the Provider to the benefit of the Customer is included in the price of the Services, as defined in the Commercial Proposal

## **8. Peaceful possession**

The Provider declares and guarantees to the Customer that:

- (1) the Provider has full legal capacity and that it is fully entitled to assign to the Customer the rights relating to the Application under the conditions of Article 6 of these GTC;
- (2) the Provider is the holder of the rights assigned to the Customer under the conditions of Article 6 of this Agreement.
- (3) the Common Developments and the Specific Developments do not infringe copyrights relating to third party software.
- (4) With regard to the preceding points, the Provider indemnifies the Customer against the direct and predictable negative consequences of all claims, actions or proceedings in relation to pre-existing third-party software copyright infringement, to the exclusion of any other guarantee. The guarantees provided by the Provider to the Customer cover only the territory of the European Union, to the exclusion of all other geographical areas and in particular the United States of America, for which the Provider's guarantees are expressly excluded and exploitation of the Application shall be at the Customer's exclusive risk.

## **9. The Provider's staff assigned to performing the Services**

The Provider's staff shall remain in all circumstances under the exclusive hierarchical and disciplinary responsibility of the latter, which alone is empowered to give them directives and instructions. The Provider shall alone manage the staff assigned to performing the Services and the Customer shall have no right to scrutinise the choice of this staff. The Agreement does not create any relationship of subordination between the Customer and the Provider's staff assigned to perform the Services. The Provider and its staff shall perform the Services in complete independence.

The Provider shall be responsible for the security of the Staff that it employs to perform the Services. However, if the Provider performs its obligations outside its premises, in particular on the Customer's site or on a site chosen by it:

- The Customer undertakes to guarantee the safety of the Provider's staff, in compliance with the legal provisions regarding health and safety in particular.
- The Customer indemnifies the Provider against the consequences, in particular the pecuniary consequences, of any remedy, claim and/or action that could be brought by the Provider's staff against it in the context of performing the said Services.

The Provider states that it is registered in the Trades and Companies Register as well as with the URSSAF. The Provider undertakes to present no later than when the Agreement concluded within the context of the Service and then every 6 months, at the Customer's request, until the end of its performance if the Agreement continues after this period, a certificate of provision of the employee statements and payment of social security contributions of less than six months and a K-Bis extract.

The Provider reserves the right to subcontract all or part of the Service which is the subject-matter of the Agreement.

## **10. Non-transferability**

It is expressly agreed that the Customer and the Provider may not, in any case, and in any form, transfer or contribute to a third party, all or part of the benefit of the agreements concluded between the Parties. The Provider is authorised to transfer or subcontract all or part of its rights and obligations under the Agreement, to any company belonging to its group or an affiliated company.

## **II – Acceptance by the Customer, performance, duration and payment of the Service**

### **11. Acceptance of the Commercial Proposal or the Purchase Order**

Acceptance by the Customer of the Agreement is the conclusion of the Agreement, i.e. evidence of an irrevocable and express commitment by the Parties, to which these GTC are applicable and enforceable. Acceptance of the Commercial Proposal by the Customer is materialised by the words "agreed and signed" written on the Commercial Proposal or a positive response by the Customer by email or the signature of a purchase order.

Where the Customer wishes to add specific conditions, the latter must send its proposals to the Provider no later than fifteen (15) days before the Service starts. Failing this, the Customer shall not be able to rely on the absence of special conditions signed with the Provider to evade the obligations laid down herein.

## **12. Duration of the Agreement**

This Agreement takes effect on the date of acceptance of the Agreement by the Customer for a duration set out in the Commercial Proposal.

## **13. Conditions of cancellation or reduction in the scope of a Service by the Customer**

Any cancellation of or any reduction in the scope of a Service, expressly requested by the Customer, shall result in the payment by the Customer to the Provider, regardless of the notice given, of all the actual costs incurred by the Provider for the performance of the Service. The actual costs incurred include, in particular: time spent by the Provider's employees in performing the Services and the financial consequences of any contract signed with a subcontractor for the performance of the services.

## **14. Price**

The price is indicated in the Commercial Proposal and on the invoice. It is always understood not to include taxes. It shall be increased by the VAT in force on the day it becomes payable. In the event of a request for a Service in addition to the Commercial Proposal, the Provider shall send a new Commercial Proposal to the Customer which after acceptance shall result in an additional invoice. Disagreement over the additional invoice may not delay payment of the initial invoice and vice versa.

## **15. Invoicing arrangements and payment of the price**

Unless otherwise specified in the Commercial Proposal, the production of an Application is invoiced as follows: a 30% deposit on acceptance of the Commercial Proposal, an invoice of 7% of the price payable at the end of the Warranty period ("retention bonus"), invoices equal to the remaining 63% of the price, invoiced monthly over the period of Development of the Application.

Unless otherwise agreed in writing in the Commercial Proposal, invoices are issued by the Provider on completion of the Service and payable within 45 (forty-five) days from the invoice date payable by bank transfer or cheque. However, the Deposit is payable on the Invoice receipt date and before any Development of the Application. No reduction shall be given for early payment.

The amounts payable shall automatically bear interest, without prior notice, from their due date, at an interest rate equal to three times that of ordinary law laid down in Article 441-6 of the Commercial Code, without prejudice to any damages to which the Provider could claim. Inclusive fixed compensation to cover recovery costs of 40 euros must also be paid. Where the recovery costs incurred by the Provider are greater than this amount, the Provider may, on presenting supporting evidence, request additional compensation.

## **16. Retention of title**

The property rights relating to the Application as defined in Article 6 of this Agreement shall be transferred under the conditions of the said article on payment of the totality of the price of the Service. Failing this, the Customer undertakes to return to the Provider, at first request, all the elements comprising the Application and whose ownership has not been transferred

## **III – Liability – Data – Insurance**

### **17. Hosting and quality of the applications**

The Customer is hereby informed of technical uncertainties inherent in the Internet and interruptions to access that may result therefrom. Accordingly, the Provider subcontracting this service, may not be held liable for any unavailability or slowdowns of access to the Data of the Application and invites the Customer to refer to the subcontractor's terms and conditions. The Provider is unable to guarantee continuity of the Application, executed remotely via the Internet, which the Customer acknowledges. In addition, it is the Customer's responsibility to comply with the volumetric thresholds indicated in the Commercial Proposal or in the specifications and to notify the Provider in the event of an increase in its needs in terms of processing capacity.

### **18. Confidentiality**

The Data, and in general all information communicated by the Provider are strictly confidential. They may be used only for the needs of the Agreement and may not be disclosed to third parties or members of the staff of the Parties not participating in the performance of the Services, unless the disclosure is necessary due to legal, accounting or regulatory obligations beyond the Customer's control. All information and documents about which the Customer could have become aware in the context of the performance of the Agreement, and in particular those relating to the Provider's organisation, activities and results are also confidential. The Customer shall not refer to and use the Provider's corporate names or trademarks and logos, or those of its group without its prior, express and written consent.

### **19. Liability of the Provider and of the Customer**

Each of the Parties shall be liable for the consequences resulting from its faults, errors or omissions, as well as the faults, errors or omissions of any of its subcontractors which cause direct harm to the other Party.

In addition, and in the event of a proven fault in adversarial proceedings by the Customer, the Provider shall only have to repair the pecuniary consequences of direct and predictable damage due to the performance of the Services. Accordingly, the Provider may not in any circumstances be liable for intangible loss or damage or any indirect or unpredictable harm to the Customer or third parties within the meaning of Articles 1231-3 and 1231-4 of the Civil Code, which includes in particular, but not exclusively, any lost profit, loss, inaccuracy or corruption of files or Data, commercial damage, loss of turnover or profit, loss of customers, loss of an opportunity, the cost of obtaining a replacement product, service or technology relating to or stemming from the non-performance or the poor performance of the services.

In all cases, the amount of the Provider's liability is strictly limited to the price of the Agreement.

The Provider may not, in addition, be held liable for the accidental destruction of Data by the Customer or a third party having accessed the Application using logins given to the Customer.

The Provider may in no case be held liable for any damage in the event of harm caused by an interruption of or a reduction in the service of the telecommunications operator, the electricity supplier or a case of force majeure, as set out in Article 19.

## **20. Inability to perform the Services – Force majeure**

If the Provider is unable to perform the Service due to a case of force majeure or the action of a third party, the Provider may not be held liable nor shall the Customer be compensated.

Pursuant to the provisions of Article 1218 subparagraph 1 of the Civil Code, force majeure means any event beyond the liable person's control which could not reasonably be anticipated when the GTC were concluded and whose effects cannot be avoided by appropriate measures, and which prevents the liable person from performing its obligation. The following are thus particularly, but not exclusively, considered to be cases of force majeure: accidents, in particular traffic accidents, fires, explosions, water damages, breakdowns (server, Internet, etc.) natural events or weather conditions (such as frost, storms, thunderstorms or lightning, floods), thefts, vandalism, acts of terrorism, riots, strikes, transport strikes, lockouts, public unrest, failure by a supplier in particular power cuts, air conditioning, and external events of a general scope (closure of traffic lanes, stoppage of air transport or ferries, etc.).

In cases of force majeure, the Customer undertakes to pay the Provider for the expenses actually incurred by the Provider as at the date of the occurrence of the Force Majeure (development time invoiced at the agreed average daily rate). If the Provider implements an alternative solution with the Customer's agreement in order to perform the Service and this results in additional costs directly as a consequence, these additional costs shall be borne by the Customer.

## **21. Personal data processing**

Should one or other of the Parties process personal data on behalf of the other Party, the Customer and the Provider acknowledge being the controller and the processor of the data processing they perform and undertake to comply with the applicable regulations as regards data protection, in particular the (EU) General Data Protection Regulation No. 2016/679 that entered into force on 25 May 2018.

It is understood that in the context of the provision of services by the Provider, the terms "controller" and "processor" may apply to both the Customer and the Provider, depending on the case.

As a processor, the Party undertakes to:

- (1) apply the appropriate technical and organisational measures to ensure that the processing meets the legal and regulatory requirements in terms of data protection and guarantees the protection of the rights of the data subjects;
- (2) collaborate and assist the controller throughout the personal data processing and to alert the latter about any use that may result in risks;
- (3) notify the controller of any data violation within 24 hours of becoming aware thereof, in order to enable the controller to meet its obligation to notify its supervisory authority responsible for data protection, and, where appropriate, the data subjects;
- (4) assist the controller in responding, within the time periods provided for by law, to the requests of the data subjects by giving access to all the information necessary to respond to them and informing it of the requests of the data subjects as quickly as possible;
- (5) not transfer personal data to a territory located outside the European Union, unless the latter offers an adequate level of personal data protection certified by the European Commission where this company has joined the Privacy Shield, unless the transfer is not covered by standard contractual clauses adopted by the European Commission;
- (6) not subcontract the data processing without the controller's prior agreement;
- (7) prevent its staff from processing the controller's personal data without the latter's permission and impose appropriate contractual obligations on its staff, including relevant obligations as regards confidentiality, data protection and data security;
- (8) return to the controller or – subject to its prior consent – destroy all the documents, processing and data sets relating to the Agreement which have come into its possession, in a manner consistent with data protection and confirm this destruction on request;
- (9) allow the controller to perform the checks that it deems necessary to ensure compliance with the legal and regulatory requirements as regards data protection.

## **22. Cancellation – termination – non-performance of the Agreement**

In all cases of the non-performance of the Agreement and in particular, default of payment on time of an invoice, the Provider may, if it deems necessary) (i) require the return of the Services provided until payment in full of the price and/or (ii) immediately and completely cease the Service.

Under the same circumstances and seven (7) days after formal notice to the Customer to perform its obligations or to pay, made by recorded delivery letter with acknowledgement of receipt that has remained unsuccessful, the Provider may, if it so wishes, deem the Agreement to be terminated ipso jure, the consequences of which shall be borne by the Customer without a judicial decision or any other formality being necessary and without prejudice to the Provider's right to seek redress for the entirety of the harm to it.

In all cases of termination for non-performance of the Agreement or for default of payment on time of an invoice, all amounts that the Customer has previously remitted to the Provider, for whatever reason, including as a deposit, shall be acquired ipso jure by the Provider as initial compensation, without prejudice, firstly, to the requirement for the Customer to pay all the amounts still due by it, for the principal and interest, even payable in arrears, amounts which, the said Customer losing the benefit of the payment in arrears, would ipso jure become immediately due in full and in cash, notwithstanding any other method of payment or any arrangement that may have been agreed in the Agreement and secondly, to all damages that the Provider considers it could claim from the Customer. In this regard, the Customer acknowledges that it shall have to pay as a minimum to the Provider, as a non-reducible penalty clause, compensation equal to 15 % of the sums owed by the Customer without prejudice to late-payment penalties and any damages, excluding all legal costs. The Customer declares hereby expressly accepting the terms of the above-defined clause, without exception or reservation.

It is understood that, in addition to these consequences of non-performance or non-payment after formal notice that has remained unsuccessful, the Provider may take all the enforcement or protective measures that it deems useful against the defaulting Customer, for all the amounts remaining due to it and becoming immediately payable. Finally, it is specified that all the provisions, stipulations and penalties provided pursuant to the two foregoing subparagraphs, shall apply ipso jure, in the case of non-payment on time by the Customer of any of the amounts due to it and which would have been stipulated as payable in arrears and any bill or draft that it would have endorsed or guaranteed to cover these payments in arrears.

## CORRECTIVE MAINTENANCE – SERVICE LEVEL AGREEMENT (SLA)

### DEFINITIONS

**Defect:** a malfunction, an error or a non-compliance in relation to the Features of the Application. There are three levels of Defects:

- **Critical defect:** defect, reproducible or not, which makes it impossible to use the Application or at least a feature of the Application;
- **Major defect:** defect, reproducible or not, which does not prevent use of all of the features of the Application but in a strongly downgraded way for one or other of them;
- **Minor defect:** defect, reproducible or not, which allows the Application to be used but disturbs easy use of the feature;

**On-call:** refers to the provision of one of the Provider's technicians to correct all types of Defects over a given period and for a specific operation.

**Infrastructure:** refers to all the servers on which all or part of the Application are hosted and/or the Data as well as all the network equipment and software used to connect them to the Customer's equipment and systems.

**Corrective Maintenance or Application Maintenance:** refers to the set of actions needed to rectify Defects in the Application and/or the Infrastructure. This service begins at the end of the Warranty period.

### GUARANTEED INTERVENTION AND CORRECTION TIMES

The Provider will respond to Defects, under the Corrective Maintenance service, according to their severity depending on the following table of response time objectives.

The response times below are counted in hours and working days:

Priority	Guaranteed Intervention Time (GIT) (i)	Guaranteed Recovery Time (GRT) (i) (ii)
Priority 1 (Critical defects)	30 mins	4 hours
Priority 2 (Major defects)	2 hours	8 hours
Priority 3 (Minor defects)	1 day	5 days

- (i) All the intervention times run from the time the Defect is reported by the Customer, provided that it was made during the specified business hours.
- (ii) On-site interventions necessary to correct the Defects may give rise to additional billing.

It is recalled that the business hours and days are from 9 a.m. to 7 p.m., Monday to Friday, with the exception of public holidays.

The Provider will provide Corrective Maintenance of the features developed and operated by the latter, it being understood that the features integrated/interfaced with other modules belonging to third parties and selected by the Customer will not be maintained by the Provider.

### INTERVENTION PROCEDURE: SUPPORT AND MAINTENANCE

The Customer undertakes to report any Defect found as quickly as possible with an assessment of its criticality (Priority 1, 2 or 3) during the same times as those set out above.

The Customer undertakes to describe the Defect(s) and other difficulties encountered and the circumstances in which it/they occurred in as much detail as possible.

The description of the Defect made by the Customer must allow the Provider to confirm its criticality.

The Provider will deploy all the required resources (including, when required, the urgent intervention of an engineer) in order to carry out:

- a diagnosis of the Defects reported by the Customer which will be communicated to the Customer's Project Manager,
- a correction of the Defects or the implementation of a workaround solution.