

# **Appendix 1: Levels of Service**

# 1. Availability

1.1 During the term of the Contract, the Service Provider undertakes to ensure the solution is available at a Monthly Availability Rate of 99.9%.

The "Monthly availability rate" is the percentage calculated, for a calendar month M, according to the following formula:

<u>(Total number of minutes of month M – duration in minutes of Interruption)</u>

Total number of minutes per month M

An "Interruption" indicates for the domain associated with the Solution, a server-side user error rate greater than five percent (5%).

The Availability Rate does not include Solution unavailability resulting from the following cases:

- maintenance operations carried out by the Provider;
- force majeure;
- events not attributable to the Service Provider (such as problems with the Internet network, unavailability of the Customer's network or its Internet service provider, unreasonable and excessive use likely to affect the stability of the Solution);
- interruptions related to changes made to the Solution or Application Service by the Customer or third parties without the Provider's authorization;
- inaccessibility due to non-compatible equipment and/or customer terminals.
- 1.2 Failure by the Service Provider to comply with the Monthly Availability Rate entitles the Customer to a liberating service credit corresponding to several days of subscription to the SaaS service offered which may be carried forward over the Contract term (the "Credit service") as follows:

Monthly availability rate	Credit service (days)
between <99.9% and 98.0%, and	1
between <98.0% and >95.0%.	3
≤95,0%	10

At the Customer's request, the Provider shall provide a statement of the month preceding the request to verify the Monthly Availability Rate.

The Service Credit constitutes the sole remedy to which the Customer may be entitled for the unavailability of the Solution. The Customer is required to apply for the Service Credit no later than one month after the non-compliance with the Monthly Availability Rate. After this period, the Customer will no longer be able to exercise his right to obtain a

Service Credit.

The total number of Cumulative Service Credits granted to the Customer by the Provider in exchange for an Interruption during a given month may not exceed ten (10) days. The Service Credits may only be carried forward at the end of the Contract and may not be offset in cash or against an asset.

## 2. Security

Access to the Solution and Application Service are secured by redundant firewalls. Data exchanges are subject to an SSL (Secure Sockets Layer) encryption procedure that ensures the authentication of persons, integrity and confidentiality of exchanged data.

The Service Provider shall ensure that access to and use of the Solution is secure by using encrypted communication protocols in force, in accordance with customary practices.

#### 3. Backup

The Data are backed up weekly and daily.

In case of accidental deletion, the recovery time for the Backed-up Data is two (2) days.

## 4. Integrity

The Service Provider guarantees to put in place control measures to provide reasonable assurance that the Data processed with the Application Service and the results are not subject to omission, alteration, distortion or any other form of anomalies likely to harm their integrity.

Processing integrity extends to any component of the system that makes up the Application Service and to all phases of processing (data entry, transmission, processing, storage and output of data). These controls consist of checks on the consistency of processing, the detection and management of anomalies, as well as information to Authorized Users in the event of non-compliance.

## 5. Monitoring

The Service Provider carries out continuous access controls to the Solution, 365 days a year, 24/7.