

SOFTWARE SERVICES : LEGISWAY ENTERPRISE CLOUD FUNCTIONAL AND TECHNICAL DESCRIPTION

This document contains a description of the Software Services for LEGISWAY ENTERPRISE CLOUD that are available from the Provider as of the date of revision hereof. The Software Services ordered by the Customer and to which it will have access are listed in an Order Form accepted by the Parties.

1. SOFTWARE SERVICES DESCRIPTION

LEGISWAY ENTERPRISE is a legal management platform designed to digitalize the legal activities of a private enterprise or public institution. As a "Legal Information System", LEGISWAY ENTERPRISE allows legal departments to centralize the management of their dossiers, to organize access to the many internal contributors and to automate the production of reports/KPIs, with a strong collaborative dimension. As the company's legal memory, LEGISWAY ENTERPRISE enables all events and decisions related to these dossiers to be tracked and recorded for audit and control purposes. LEGISWAY ENTERPRISE covers all the major legal fields with a complete modular offer and a very high level of functionality.

BUSINESS MODULES

CONTRACTS MODULE	<ul style="list-style-type: none">▪ The purpose of the "Contracts" module is to manage the entire contractual lifecycle (CLM), from creation to termination: pre-entry/analysis by AI (artificial intelligence), production from dynamic models, online negotiation and monitoring of modifications, approval workflows, electronic signature, life of the contract (renewal, amendments, identification of sensitive clauses, etc.) and monitoring of deadlines.
ADVANCED CONTRACT MANAGEMENT MODULE	<ul style="list-style-type: none">▪ The "Advanced Contract Management" module is designed to support contract managers in their daily tasks, even beyond the referencing of a contract: monitoring the execution of the contract, identifying the obligations of the contracting parties, operational events and their legal impact, organizing action plans, monitoring the contract's P&L, etc. This module includes the Contracts module and all its basic functions. It is designed mainly for complex, multi-year contracts with high financial stakes (e.g. public service delegation contracts), and involving a large number of players (co-contractors, sub-contractors, etc.) through a real "chain" of embedding contracts.
LITIGATION MODULE	<ul style="list-style-type: none">▪ The "Litigation" module enables the management of all aspects of litigation activity: monitoring of facts (chronology, documents, analysis, etc.), legal procedures (pre-litigation, litigation, arbitration, etc.) and financial execution (stakes, provisions, expenses and income, etc.). Thanks to its ability to adapt to the context of each case (conditional and mobilizable headings on request), it can be used to handle all types of litigation, including employment cases.
POWER OF ATTORNEY MODULE	<ul style="list-style-type: none">▪ The purpose of the "Powers" module is to manage the chains of delegation of powers (including financial powers) and signatures in force within an organization. In addition to mapping the delegations (listing, organization charts, etc.), this module enables delegation "letters" to be produced from a list of powers and to detail their specific features (content, threshold, duration, etc.), to automate their internal validation (workflows), to sign them electronically, and to record them for subsequent research and controls.
CORPORATE MODULE	<ul style="list-style-type: none">▪ The "Corporate" module concerns corporate law and allows the management of entities (subsidiaries, establishments, etc.) and holdings, in all aspects: identity, legal life, mandates, capital operations, etc. Three management modes are available: management in shares, management in % and unmanaged. Each operation is recorded in the company's history, thus allowing the reconstruction of a company at a past date. The organization chart function, which is configurable, allows the generation of a graphic representation of the ownership links between entities and shareholders. The module is delivered with a repository of the most common international legal forms, along with their specific features (nature of mandates, type of security, legal events, etc.).
INTELLECTUAL PROPERTY MODULE	<ul style="list-style-type: none">▪ The purpose of this module is to reference all the Intellectual Property (IP) assets of a company: trademarks, patents, designs, domain names, etc. It allows the complete management of the life cycle of an IP title: filing, registration, extension, annuities, renewal, lapse, etc. It offers native links with the other modules of the range when they are also activated (Contracts, Litigation, Corporate).

ADVICE MODULE	<ul style="list-style-type: none"> This module is intended to meet the need to capitalize on the legal opinions issued and the legal notes produced. Associated with legal domains and a keyword repository, it makes it easy to find the opinions already issued and to share them with the rest of the company.
DATA PRIVACY MODULE	<ul style="list-style-type: none"> This module consists of referencing and describing the data processing carried out within the company's IT applications and any anomalies encountered in order to establish a register of processing that may be used in the event of an audit.
COLLABORATIVE PORTAL (DIALOG BOX)	<ul style="list-style-type: none"> This collaborative portal or "Dialog Box" aims to channel all requests intended for the Legal Department and from other departments in the company. A true multi-service "one-stop shop", it allows you to generate a contract (contract self-service), request a contract, declare a dispute or claim, seek legal advice, request the production of a delegation of authority, declare an invention (IP), etc. This portal is therefore associated with all the other modules of LEGISWAY ENTERPRISE.
REAL ESTATE MODULE	<ul style="list-style-type: none"> The purpose of the "real estate" module is to manage the company's property assets: description, plans, equipment, operating contracts (linked to the Contracts module), events, maintenance, declared claims (linked to the Claims module), etc.
CLAIMS MODULE	<ul style="list-style-type: none"> The "Claims" module makes it possible to monitor the sinistrality of the company's assets (real estate sites, vehicles, etc.) by offering complete management of the course of a claim: declaration, links with the insurer, guarantees (links with the Contracts module and insurance policies), expert appraisals and procedures, charges and reimbursements, etc.
LIBRARY MODULE	<ul style="list-style-type: none"> The "Library" module acts as a legal knowledge base by allowing the classification (legal field, keywords, etc.) of the legal department's reference documents: contract models, clause models, legal documentation, procedures, case law, etc.
DIRECTORIES MODULE	<ul style="list-style-type: none"> This module allows the referencing of legal and physical persons mobilized within the business modules: internal entities, suppliers, clients, law firms, opposing parties, internal and external contacts, etc. It is used to support all the other modules of LEGISWAY ENTERPRISE.
LEGAL SPEND MANAGEMENT MODULE	<ul style="list-style-type: none"> The "Legal Spend" module provides legal departments with a tool to manage their expenses and budgets. It allows for declaring actual or forecasted expenses related (or not) to a dossier (a contract, a litigation, etc.) and to follow the evolution of the budget through dashboards.

Certain modules are provided with document templates such as letters, pleadings, or administrative documents. The number and type of document templates made available are at the discretion of Provider. Customer expressly acknowledges that those documents are provided "as is" and Customer is responsible for ensuring that the template it uses corresponds to its needs and complies with the applicable law and regulations.

FUNCTIONAL AND TECHNICAL OPTIONS

ADMINISTRATION MODULE	<ul style="list-style-type: none"> This module is intended for Administrators of LEGISWAY ENTERPRISE to make them autonomous in the most common configuration operations: management of users and access rights, modification of information items, creation of new repositories, content of contextual tooltips, configuration of workflows, updating of merge models, usage statistics, etc.
OFFICE INTEGRATION	<ul style="list-style-type: none"> A set of functionalities facilitating the integration of LEGISWAY ENTERPRISE with the office automation tools of the MS Office suite. This integration allows Customer to generate Word documents, to modify them online, to file emails directly from Outlook (add-in), to export searches and reports to Excel in one click, etc.
WORKFLOW ENGINE	<ul style="list-style-type: none"> Transversal option enabling an automated validation circuit (workflow) to be associated with any type of file, consisting of a set of tasks and visas.
DOCUMENT MERGE ENGINE	<ul style="list-style-type: none"> This document merge engine is transversal and allows the production, including in mass from a dashboard or search result, of contextual documents from standard templates (contracts, statements, letters, summary sheets, etc.). This option can be activated in all modules of LEGISWAY ENTERPRISE.
ENCRYPTION	<ul style="list-style-type: none"> Optional mechanism consisting of "encrypting" all attachments stored in LEGISWAY ENTERPRISE, as well as the most sensitive data in the files, as chosen by Customer and Provider.
IMPORT/EXPORT FUNCTION	<ul style="list-style-type: none"> The aim of this function is to automate data exchanges with the rest of the Customer's Information System (IS) applications, via the import or export of flat files (.xls, .csv, .xml) at a defined frequency.
SSO CONNECTOR	<ul style="list-style-type: none"> This option allows users of the application to be authenticated via single sign on (SSO).

TWO-FACTOR AUTHENTICATION

- Possibility to add a 2ND authentication factor when a user logs in, by sending a text message to their mobile.

LDAP SYNCHRONIZATION

- Technical option to automatically synchronize the Users with the company directory (creation, update, deactivation, etc.).

IPSEC TUNNEL

- Addition of a secure line between the Cloud and the client IS (interfacing).
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OTHER AVAILABLE SERVICES AND THIRD-PARTY PRODUCTS

Software Services may enable access to Third-party Products through integration, connectors, APIs, etc. and may enable data exchange between the Software Services and the Third-party Products. Customer understands and agrees that its use of Third-party Products requires that Customer has acquired appropriate rights directly from the third-party supplier by agreeing to the applicable terms of use, policies, and licenses of such Third-party Products directly by subscribing to them from the supplier of the Third-party Product or any of its resellers. Provider is not a reseller or a party to any contract between Customer and the third-party supplier. Provider does not review the Third-party Products, does not control and has no liability for Third-party Products including their functionality, security, operation or availability, or how the Third-party Products use data received from the Software Services.

Provider cannot guarantee the continued availability of such Third-party Products via the Software Services and may disable access to them, if, for example and without limitation, the supplier of the Third-party Product ceases to make the Third-party Product available to interact with the Software Services in a manner reasonably acceptable to Provider. Provider shall endeavor to inform Customer before disabling access to any Third-party Product with reasonable notice either by email, a specific announcement on the website or within the Software Services or other similar means. Customer certifies that, to the extent Customer accesses and uses such Third-party Products as part of the Software Services, Customer has agreed to the applicable third-party terms, policies and licenses of such Third-party Products.

e-signature connector

The e-signature solution is chosen by the Customer and constitutes a Third-party Product as defined in the Agreement

- Connector allowing for launch of an electronic signature process from LEGISWAY ENTERPRISE before the collection of signatures by the e-signature trusted third party. The document is automatically retrieved at the end of the process.
- Use of the e-signature connector only is governed by the Agreement between Customer and Provider; licenses for the use of the e-signature solution are not provided by Provider.
- e-signature solutions are Third-party Products managed in SaaS/Cloud mode by a third party provider that retains all IP rights on the e-signature solution, in accordance with a separate contract concluded with Customer.
- Current e-signature solutions supported by LEGISWAY ENTERPRISE at the date of this document include Docusign, Universign, Scrive, Adobesign, Yousign, Luxtrust, Lex Personae.
- For the Docusign solution, the Customer is referred to the terms and conditions of the Docusign agreement currently available at <http://www.docusign.com/company/terms-and-conditions/reseller>, and the data processing agreement currently available at: <https://www.docusign.com/company/terms-and-conditions/schedule-docusign-signature/attachment-data-protection>

AI Feature (available in certain countries/territories only)

- Automated pre-capture of contracts by artificial intelligence from a signed contract (including scanned) or a draft Word contract. This service provides several customizable "data points" per type of contract (title, type of contract, language, contracting parties, key dates, applicable law, liability ceiling, etc.), and it is up to the User to validate, or, if necessary, correct, the data pre-indexed by the application before the contract is saved.
 - The AI Feature uses a learning algorithm (Artificial Intelligence).
 - Documents in the database are indexed and analyzed to allow the learning algorithm to train and improve its accuracy in extracting the information expected and listed in the checklist of analysis points.
 - Specific conditions of use: the following terms and conditions apply in addition to the terms of license and services:
 - Customer is permitted to use the AI Feature for any legal document review activity, but acknowledges that Customer is responsible for ensuring that the AI Feature complies with any formalities or other requirements applicable to that activity. Neither the Provider nor its partners or subcontractors shall be responsible for any errors in the review of legal documents, nor for the determination of any legal or regulatory requirements applicable to Customer with respect to legal documents reviewed or otherwise analyzed with the AI Feature.
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	<ul style="list-style-type: none"> • The User must analyze the result provided by the AI Feature, select the answer, and make the necessary corrections. • Mass uploading to/from the AI Feature of contracts or other documents stored or hosted in the Software is not offered in the Service. “Mass uploading” means any uploading to/from the AI Feature simultaneously, i.e., in a single action by the User of thirty (30) or more documents.
TEAMDOCS	<ul style="list-style-type: none"> ▪ Online negotiation service for a document (contract, conclusions, etc.) allowing internal and external actors to be invited from the application to collaborate in real time on a document: automatic mark-up, comments, private discussions, co-drafting, comparison of versions, summary of changes made, etc. ▪ This service requires the opening of a flow to Provider servers.
MAIL TO LEGISWAY FUNCTIONALITY	<ul style="list-style-type: none"> ▪ Service allowing to send mails to the application (as to any recipient), according to 2 modes: sending to an electronic basket allowing to classify mails/documents towards the folders in a second time (application mail address) or sending directly to a particular folder (mail address specific to each folder). ▪ This service requires the opening of a flow Provider server.
WORD TO PDF FUNCTIONALITY	<ul style="list-style-type: none"> ▪ Functionality allowing conversion of a Word document to a pdf document within the application. ▪ The preview of Word documents from the application will not be available if this option is disabled. ▪ This service requires the opening of a flow to Provider servers.
OCR	<ul style="list-style-type: none"> ▪ Optical character recognition (OCR) is a functionality to convert the text of a scanned document or image file into a machine-readable form to be used for data processing such as editing or searching. ▪ The functionality only works on PDF files that are scanned documents or image files. ▪ The OCR of a document can be performed manually by the user or automatically by the application as soon as a PDF file is uploaded in the application.
LEGAL SMART DOCUMENTS	<ul style="list-style-type: none"> ▪ Online document automation service that enables the creation of any type of legal document from Word templates, clauses libraries, and interactive Q&A forms.

Provider may make available to Customer from time to time application programming interfaces that may include, without limitation, integrator keys, tools, sample code and other code, information and materials (collectively, “APIs”) for the purpose of Customer creating integrations to programmatically interact with the Software Services being licensed to Customer (“Integrations”). The APIs are deemed part of the Software. Notwithstanding, Provider is not obligated to provide any support or maintenance in respect of the APIs including any updates to the APIs. Any services provided in respect of the use of any APIs and creation of any Integration is subject to payment of additional fees. Use of Integrations with the Software Services is limited to time periods during which Customer maintains an active license/right to such Software Services. Customer will not develop any Integration that could be subject to any “Viral Open Source License” and will not incorporate, link to, or use any Viral Open Source Software in any manner in the Integration. “Viral Open Source Software” means software that is, or is intended to be, subject to any Viral Open Source License. “Viral Open Source License” means any license for software that is “open source” or “copyleft” as those terms are commonly understood in the software industry, including, without limitation, any software license that: (i) requires licensees to disclose or otherwise make available the source code for any software incorporating, linking to, or otherwise using the licensed software or developed using such licensed software; (ii) is a version of the GNU General Public License or the GNU Lesser General Public License; or (iii) is a license designated by the Free Software Foundation as “GPL-compatible” (a list of which is currently set forth at <http://www.gnu.org/licenses/license-list.html>). Provider has the right to disable any Integration from interacting with any Software Services if Provider has a reasonable apprehension that any Integration may interfere with, degrade, or otherwise adversely affect any feature, functionality, or operation of the Software Services and/or any related Provider system.

USERS

Provider will supply Customer with the means to create User accounts in order for Users to log in to the Software Services. Customer is responsible for protecting the security and confidentiality of User accounts to prevent loss or unauthorized use of the Software Services, and shall maintain a comprehensive list of authorized Users. Customer undertakes to inform the Users of the limits of use of the Software Services with regard to the rights granted, and is responsible for ensuring that all Users abide by the terms of the Agreement.

User accesses are person-based (personal and nominative): User accounts cannot be shared by several Users. Customer agrees not to allow a User account to be used by more than one individual User, except in the event that said User account is entirely reassigned to another individual User, in which case the previous User will no longer be permitted to access or use the Software Services.

Customer shall ensure that Users use strong passwords and change them regularly. Customer shall ensure that any activity conducted by any person is under their assigned User account and any use of User accounts is only by Users authorized by Customer and for purposes that are consistent with the terms of the Agreement. If Customer is aware of, or has reason to

suspect that User's passwords have fallen into the hands of unauthorized persons, it will immediately inform Provider thereof and take measures to prevent any recurrence, cooperating fully with Provider to protect the rights of Provider. User accesses are independent of the number of licensed modules.

There are several types of User profiles as described in the table below. Each User Profile shall have access to the Access set out in its row, as well as the access set out in all of the rows below it.

USER PROFILE	ACCESS
ADMINISTRATOR	Allows access to all software-management functions.
MANAGER/EDITOR	Allows the user to navigate through content, create, edit, or search/export content, and to notify or receive notifications.
CONTRIBUTOR	With a contributor license, the user can view content, participate in workflows, receive read access to associated content, search/export data, and to notify or receive notifications. With this license, users can modify content if they are listed in the 'authorized manager' field for the entry in question. This license does not permit content creation.
READER	With a reader license, users can browse, read and search/export data, and notify or receive notifications.
DIALOG BOX	This license is intended for occasional users to use when entering information through a simple user interface. Users can use this box to create and modify content forms in the dialogue box module.

Action	Administrator	Editor (manager)	Contributor	Reader	Dialogue box
Create and delete content according to access rights	✓	✓			
Edit content according to access rights	✓	✓	✓ ¹ (when mentioned in the field: "Authorized Manager")		
Read content according to access rights	✓	✓	✓	✓	✓ (when mentioned in the field: "Requestor") ²
Create, read, edit, and delete own content within the dialog box	✓	✓	✓	✓	✓
Create a notification (referencing a data record or instant alarm)	✓	✓	✓	✓	✓
Print content	✓	✓	✓	✓	✓
Send a file from the application	✓	✓	✓	✓	✓
Automatic document-generation function	✓	✓	✓	✓	✓
Manage own notification subscriptions	✓	✓	✓	✓	✓
Manage all notification subscriptions	✓	✓			
Create, edit, delete own search and report screens	✓	✓	✓	✓	✓
Create, edit, delete all search and report screens	✓	✓			
Access to the 'search and replace' feature	✓	✓			
Launch a workflow	✓	✓			
Manage all workflows	✓	✓			
Participate in workflows (validate, reject an action, etc.)	✓	✓	✓		
Access to the administration module	✓				

2. ARCHITECTURE AND SECURITY

TECHNICAL PREREQUISITES

Technical prerequisites are available to Customer via the ticketing tool.

Customer must ensure that it complies with the minimum system requirements specified by Provider including requirements regarding the type and version of web browsers.

Provider is authorized to change the minimum system requirements. In such case, Customer will be informed about this beforehand. Normal use of the Software Services may be impaired if Customer does not comply with the minimum system requirements.

CLOUD SERVICES

CLOUD services for LEGISWAY ENTERPRISE consist of the supply and operational maintenance of the Software Services on servers provided by Provider and accessed by Customer through the public Internet. Software Service functions are available to Customer's Users through a standard Web browser.

The services provided by Provider are:

- Provision of shared bandwidth configured for use of LEGISWAY ENTERPRISE
- Operational use and continuous availability and performance of LEGISWAY ENTERPRISE
- Security, protection, and confidentiality of Customer Data in compliance with contract requirements
- Supervision

Customer's environment

- Customer servers are provided by Provider with the installation of Software Services on its servers.
- The implementation of Customer's environment includes, if necessary, the connections and links with the Customer's computer systems as provided for in the Order Form.

Access to Software Services and servers provided by Provider

Customer is responsible for and assumes all costs and risks related to the Internet access and connections necessary to access the servers and use the Software Services.

Filtering access

Access to the Customer environment is filtered by the Customer's public IP address(es) in order to provide optimal access security.

To strengthen access security, Customer must specify a set of public IP addresses that shall be the only ones authorized to access Customer's environment. Only the workstations associated with these public IP addresses specified by Customer will be able to connect to the servers and access the Software Services.

To facilitate access by nomadic Users not identified by a public IP address, Customer may ask Provider (in writing) before the initial installation of its environment, not to benefit from this security by IP filtering for access to the Software Services. Customer shall send its request to Provider and sign any useful document requested by Provider before the implementation of this request. If Customer requests a modification of the IP filtering after the initial installation, such request will require specific work from Provider that will result in cutting off that Software Service and additional invoicing.

Customer acknowledges and understands that, in this configuration, in the absence of IP filtering, access security will only be ensured by the confidentiality of the logins and passwords that will be chosen and managed autonomously by Customer, and Customer releases Provider and holds it harmless from any liability in the event of any Data Breach or incident attributable to an unauthorized access via one of the logins and passwords managed by Customer.

SSO

Unless an "SSO" (Single Sign On) integration service has been acquired by Customer in accordance with an Order Form, access to the LEGISWAY ENTERPRISE's functionalities on the Customer's environment also requires each User to provide an identifier and a password. The passwords are personal to each User and the identifiers are defined when each User is declared by the Customer's functional administrator.

Security of accesses

Provider implements state of the art technologies and techniques to ensure access to and Data security for Customer environment.

The master database is hosted in Tier III or equivalent data centers. The Cloud Environment is connected to redundant firewalls.

Customer's environment is filtered based on Customer's outbound public addresses and is accessed via a secure URL (HTTPS). The Data in transit is thus encrypted by an SSL certificate.

The master database server is located in a primary data center and is replicated in real time to a secondary database server physically located in another data center.

Customer Data is backed up every night and copied to a remote site. Backup retention time is four (4) weeks.

If Customer has purchased the option in accordance with an Order Form, Provider shall, upon Customer's request and Provider's receipt of payment, enable the encryption of certain Customer Data including attachments and certain text fields containing Customer Data (such as names of suppliers, objectives of contracts, etc.).

Services using cloud services

All flows are Web services on HTTPS/443 and are in a single "send": LEGISWAY ENTERPRISE calls these services when necessary (outgoing flow towards the environment) but is never contacted by them. There are no incoming flows to the Provider's environment.

LOCATION AND PHYSICAL SECURITY OF THE SERVERS

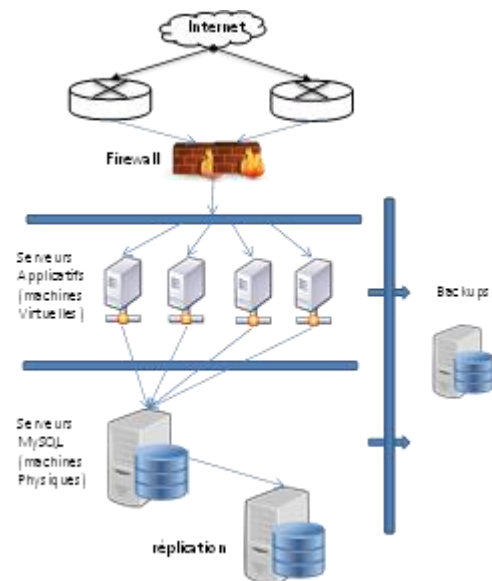
Except for certain options or services (in accordance with the Schedule 'Description of Personal Data and Technical and organizational measures'), Provider outsources to CLARANET the management of the servers.

Except for certain options or services (in accordance with Schedule 2bis), Provider's SAAS platform is located in France in the Equinix PA2 DataCenter at Saint-Denis (93) within a privatized zone reserved for our partner Claranet.

ARCHITECTURE

Except for certain options or services not hosted by CLARANET (as per Schedule 2bis), the physical architecture of Provider CLOUD platform is described in the diagram below. It is comprised of:

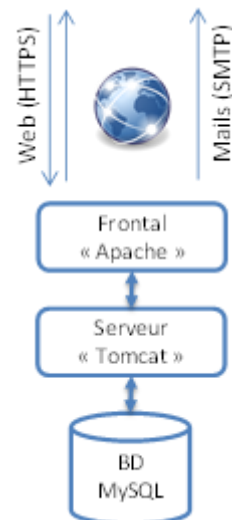
- Redundant and secure firewalls guarding access to the application servers.
- A group of application servers, virtual machines deployed across the Claranet VMWare infrastructure running under Linux.
- Two MySQL database servers, physical machines deployed redundantly across two separate sites, also running under Linux.
- Access to Claranet's backup infrastructure.
- Interconnection of these elements via Claranet's secure network infrastructure.



The logical architecture of the LEGISWAY ENTERPRISE running on the platform is shown in the diagram below. It consists of:

- An Apache web-based front-end server
- A J2EE Tomcat server running under Linux on one of the application servers
- A MySQL database running under Linux and holding all the data of a given Client.

Each Customer has a dedicated Tomcat facility and a dedicated MySQL database.



MONITORING

A system for monitoring each site of every customer on the Cloud platform provides the operator (Claranet) with 24/7 warning of any solution failure. Resolution and escalation procedures are in place enabling Claranet to take immediate steps to restore any site to operational status. In the event of failure of level one solutions, Provider Support is mobilized to restore full service as soon as possible.

BACKUP AND RESTORATION

Configurations of application servers are backed up daily on a backup infrastructure at a distant site.

All customer databases are backed up daily on a backup infrastructure at a distant site. Backups are kept for four weeks.

Provider is entitled to use such backups made by Provider in order to restore Customer Data and/or the proper functioning of the Software Services.