SCHEDULE 3: SOFTWARE SERVICES DESCRIPTION

Software Services: Legisway

This Schedule "Software Services Description" (Schedule 3) contains a general description of Legisway and is subject to and made part of the Agreement between Customer and Provider named on the Agreement. This Schedule may be updated from time to time by Provider as new versions of the Software Services are available as part of the Maintenance Services provided to Customer in accordance with the Agreement and as described in the Schedule "Maintenance Services and Service Level Agreement". The updated terms of this Schedule apply between the Parties as of the date of availability of the new version of the Software Services. Customer only acquires the Software Services listed in the Quote.

1. SOFTWARE SERVICES

LEGISWAY is a cloud-based application designed for corporate legal departments to manage a company's legal information. LEGISWAY permits the storing, finding, tracking, sharing, and reporting of information and files relating to legal entities, contracts, data privacy, litigations, claims, intellectual property, real estate, vendors, and other matters.
Two different commercial offers are currently available: Package Core & Package Advanced
Details of what is included or possible in each package can be found at the end of this Schedule.

BUSINESS MODULES

CONTRACTS MODULE	▪ The purpose of the "Contracts" module is to organize a smart repository of all contracts in the organization with key information, parties, termination conditions and deadlines etc. ("Standard" version). It includes Legisway Analyzer. ▪ A more extensive version (the "Enhanced" version) of this module also allows management of contractual clauses via playbooks. It also includes Mass Import and Contract Audit with Legisway Analyzer as further defined.
LEGAL ENTITIES MODULE	▪ The "Legal Entities" module concerns corporate law and allows for the management of entities (subsidiaries, establishments, etc.) and holdings in all aspects: identity, legal life, mandates, shareholding, beneficial ownership, etc.
CLAIMS & LITIGATION MODULE	▪ The "Claims and Litigation" module enables the management of all aspects of litigations and claims activity. It can be used to handle all types of litigations or claims.
POA and DEEDS MODULE	▪ The purpose of the "POA & Deeds" module is to manage the power of attorneys and deeds in force within an organization.
PRIVACY & RISK MODULE	▪ 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. It also allows for the reporting of risks or incidents that affect the organization and ensure that they are known and dealt with.
VENDOR MANAGEMENT MODULE	▪ The "Vendor management" module allows to categorize vendors per type, assess them, archive SOC reports, etc.
INTELLECTUAL PROPERTY MODULE	▪ The purpose of this module is to reference all the Intellectual Property (IP) assets of a company: trademarks, patents, domain names, copyrights, etc.
REAL ESTATE MODULE	▪ The purpose of the "Real Estate" module is to manage the company's property assets: description, plans, equipment, purchase, lease and finance contracts, etc.
KNOWLEDGE CENTER	▪ The "Knowledge Center" module acts as a legal knowledge base by allowing the classification (legal field, keywords, etc.) of the legal department's reference documents: contract templates, clause templates, policies, regulations, playbooks, or other documents.
REFERENCE LEGAL ADVICE	▪ This sub-module (integrated into the Knowkedge Center from the Advanced Package only) is intended to meet the need to capitalize on the legal advices issued and the legal notes produced. Associated with legal domains and a keyword repository, it makes it easy to find the advices already issued and to share them with the rest of the company.
INVOICE MANAGEMENT MODULE	▪ The "Invoice Management" module enables the storage and follow-up of invoices and engagement letters. Its objective is to ensure the control and visibility of the legal department expenses.

OTHER MATTERS MODULE	▪ The purpose of the "Other Matters" module is to manage any other type of matter, not corresponding to a specific module at its early stage with a possible transfer to the relevant LEGISWAY module thereafter.
DIRECTORY	▪ This module allows for the referencing of legal and physical persons mobilized within the different 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.

Certain modules may be provided with lists, referentials and document templates such as contract or entity metadata summaries. The number and type of lists, referentials and document templates made available are at the discretion of the Provider. Customer expressly acknowledges that those documents are provided “as is” and Customer is responsible for ensuring that those correspond to its needs and complies with the applicable law and regulations. They can be adapated to the Customer need during implementation phase at Customer’s costs.

FUNCTIONAL AND TECHNICAL FEATURES

LEGAL TICKETING	▪ "Legal Ticketing" aims to channel all requests intended for the legal department from other departments in the company. As a multi-services "one-stop shop", it allows generation of a contract (contract self-service), requesting a contract or a change to an existing contract, logging a legal question or any other question related to a matter manageable in LEGISWAY. It is therefore linked with the different modules of LEGISWAY.
ADMINISTRATION	▪ Administration is intended for Administrators of LEGISWAY to manage users and access rights, usage statistics, audit trail. Depending on the Package chosen, they can also manage document template for Document Generation and Workflows templates.
MICROSOFT OFFICE ONLINE INTEGRATION	▪ Microsoft Office Online Integration integrates Microsoft 365 for the web (i.e., collectively Microsoft Word, Excel, and PowerPoint for web browsers). This integration allows Customer to modify Word, Excel or PowerPoint documents online, (i) by locking them to avoid modification by two persons at the same time (“Editing” feature), or (ii) by sharing them with other persons, Legisway Users or not (“Collaboration” feature). Access to and use of Microsoft Office Integration is governed by additional terms and conditions contained in the “Microsoft Office Integration Supplemental Terms”, available online here.
MFA	▪ Multi-Factor Authentication allows to add a second authentication factor when a user logs in by sending a text message to their mobile.
SSO CONNECTOR	▪ This allows for users of the application to be authenticated via single sign on (SSO).
DOCUMENT GENERATION	▪ This document generation engine is transversal and allows for the production of contextual documents from standard templates (contracts, statements, letters, summary sheets, etc.) in Word and/or PDF. This option can be activated in all modules of LEGISWAY.
WORKFLOWS	▪ Transversal feature enabling an automated validation circuit (workflow) to be associated with any type of file, consisting of a pre-defined set of tasks and/or approvals.
ABSENCE MANAGEMENT	▪ This feature allows to manage Users absence for short or long term, with or without time limit. It allows to temporarily replace a User by another one, granting that replacement User rights to see and handle the replaced User notifications, to act in its place in tasks and workflows and/or to handle all its matters.

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. 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 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 obtained all rights in the Third-pay Products including where applicable has accepted the applicable third-party terms, policies and licenses of such Third-party Products.

e-signature connector The e-signature solution is chosen by Customer and constitutes a Third-party Product as defined in the Agreement	▪ Connector allowing for the launch of an electronic signature process from LEGISWAY 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 (at the date of this document) e-signature solutions supported by LEGISWAY include Docusign, Signaturit, Universign (v1), Scrive, AdobeSign, Luxtrust, and Lex Personae. ▪ The service requires the opening of a flow to the Third-party provider's servers.
API	▪ Connector allowing the exchange of data between LEGISWAY and a Third-party Product. ▪ Use of the Third-party Product connector only is governed by the Agreement between Customer and Provider; licenses for the use of the Third-Party Product are not provided by Provider. ▪ Third-party Products connected to LEGISWAY are managed in SaaS/Cloud mode by a third-party provider that retains all IP rights on the Third-party Product, in accordance with a separate contract concluded with Customer. ▪ Available "Standard Connectors" are Sales Force Connector, SAP Connector, Microsoft Dynamics connector, BOX and KvK Connectors.
Legisway Analyzer	▪ Legisway Analyzer is a generic question answering model. 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" (title, type of contract, language, contracting parties, key dates, applicable law, 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 upload is limited to thirty (30) documents created one by one by the User. . ▪ This service requires the opening of a flow to Provider servers.
Legisway AI Assistant	▪ Legisway AI Assistant is a feature using generative artificial intelligence to answer different type of questions asked by Legisway's Users on a document: Some examples are AI assisted search and document on-demand summaries. ▪ This service requires the opening of a flow to Provider servers. ▪ Access to and use of Legisway AI Assistant is governed by additional terms and conditions contained in the "Legisway AI Assistant Supplemental Terms", available online here.
Mass Import & Contract Audit	▪ Such feature provides access to the Legisway Analyzer dedicated platform. To the exception of the upload limit, the same rules and conditions of use as mentioned above are applicable. ▪ "Mass Import" means any uploading to Legisway Analyzer, analysis on a dedicated platform and then bulk creation of contracts into LEGISWAY of up to 10,000 documents simultaneously. ▪ Contract Audit allows to perform contract audits by selecting existing contracts from LEGISWAY and analyze them with a customized checklist, created a on case by case basis by the User, into the dedicated Legisway Analyzer platform, to retrieve answers afterwards into LEGISWAY. ▪ This service requires the opening of a flow to Provider servers.
OCR	▪ 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 LEGISWAY as soon as a PDF file is uploaded in the application. ▪ This service requires the opening of a flow to the Provider servers.

API

Provider may from time to time make available to Customer application programming integrations 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"). Notwithstanding the foregoing, 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. They are declarative and not floating. Customer agrees not to allow or tolerate 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 licences a User accesses as detailed here.

Use in excess.

Upon reasonable notice given to Customer in writing, Provider may audit, directly or through a third party on its behalf, Customer's compliance with the Agreement. Any such audit shall not unreasonably interfere with Customer's normal operations and may involve examination of Customer's records or accounts containing information concerning such compliance, investigations of Customer, or on-site inspections. Customer shall cooperate with any audit conducted by Provider, including, if applicable, providing Provider or its designee reasonable access to inspect the servers, facilities, sites, and equipment on which LEGISWAY is installed and the Software Services used, as well as Customer's accounting and other information related to the use of the Software Services. Provider shall use such information only to the extent necessary to enforce its rights under the Agreement.

In addition, Provider may utilize the monitoring functionality of LEGISWAY that reports to Provider data regarding Customer's usage. This inspection capability is available to Provider during the term of the Agreement and for two (2) years after termination.

	Core Package	Advanced Package
Included Modules	Matters Contracts (Standard) Legal Entities Directory Knowledge Center	Matters Contracts (Standard) Legal Entities Directory Knowledge Center
Microsoft Office Online Integration	Editing	Editing Collaboration
Integrations	E-signature	E-signature Standard Connectors
Administration access	User management	User management Workflow templates Document Generation templates
SSO or MFA	√	√
OCR	√	√
AI Assistant		√
Workflows		√
Legal Ticketing		√
Reference Legal Advice		√
Document Automation		√
Absence Management		√
Optional Modules	Claims & Litigation, Real Estate, IP rights, Invoice Management, Privacy & Risk, POAs & Deeds, Vendor Management	
Optional Enhanced Modules		Enhanced Contracts module

2. ARCHITECTURE AND SECURITY

TECHNICAL PREREQUISITES

Technical prerequisites are available to Customer via the Support Helpdesk.
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 may change the minimum system requirements. In such case, Customer will be informed about this beforehand. Normal use of the Software Services may be impaired as long as Customer does not comply with the minimum system requirements.

CLOUD SERVICES

Cloud services for LEGISWAY 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 Services 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
- Operational use and continuous availability and performance of LEGISWAY
- Security, protection, and confidentiality of Customer Data in compliance with contract requirements
- Supervision

Customer's environment

- Customer environment is provided by Provider with the installation of Software Services on its servers.
- The implementation of Customer's environment includes, if necessary and ordered by Customer, the connections and links with Customer's computer systems.

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.

Back up

Customer agrees to daily backups being made of Customer Data in the Environment. Such backups will generally be deleted after four (4) weeks.

The Maximum Eligible Interruption Period (MIE) of the LEGISWAY Platform is twenty-four (24) hours from the beginning of the interruption of access to the LEGISWAY Platform.

The Maximum Eligible Data Loss (MELD) for the LEGISWAY Platform is three (3) hours from the beginning of the interruption of access to the LEGISWAY Platform.

For more information regarding LEGISWAY security, please click here.