SCHEDULE 3BIS: MAINTENANCE SERVICES AND SERVICE LEVEL AGREEMENT (SLA)

Software Services: Legisway

This Schedule "Maintenance Services and SLA" is attached to the Schedule "Software Services Description" that is subject to and made part of the Agreement between Customer and Provider named on the Agreement. It applies solely to the Software Services identified within. Capitalized terms not defined in this Schedule have the meanings given in the Agreement.

1. Access to Support Helpdesk

The support helpdesk (Support Helpdesk) is Provider's Internet-based portal which allows Customer to report Errors. To report an Error, Customer must only contact the relevant Support Helpdesk (depending on the Wolters Kluwer entity entering into the Agreement with Customer) in accordance with the Provider Support Contact List available in the Customer Portal. An Error reported by email will generate an opening date/time and incident number automatically in the Support Helpdesk.

2. Reporting of Errors

Customer shall declare an Error via the Support Helpdesk with the following information:

- Customer name
- Customer technical contact person's name
- Description of the Error and of the behavior of the Software Services when the Error occurred (e.g., the exact error message)
- Conditions under which the Error appeared and can be reproduced, including the dataset involved
- Measures already taken by Customer to remedy the appearance of the Error, if any
- Possible workaround identified by Customer, if any
- Error priority (as assessed by Customer)
- Error ID# (when specified by Provider).

Provider will use reasonable efforts to acknowledge each declaration of Error made via the Support Helpdesk in writing within four (4) hours of receipt of the request during Provider's normal business hours.

Customer will assist Provider to the best of its ability in resolving the Error. This includes granting Provider access to equipment or information of Customer. Any delay on the part of Customer to provide information or assistance will produce corresponding delays in the correction provided by Provider, without the latter's liability being invoked. If Customer doesn't provide resonable assistance, Provider may suspend the provision of Maintenance Services.

Provider may perform Maintenance Services using remote maintenance software to access Customer's servers via desktop sharing. Such access will require Customer's prior express authorization and be limited to a period agreed upon between the Parties. This remote access requires Customer's activation by entering the code provided by Provider. Customer must isolate/lock all confidential information before granting such access.

In order to solve a problem or perform additional configuration, Provider may need to have access to Customer's database.

The priority level of an Error is assigned by Provider based on Customer's report. Errors are classified in three categories (Blocking, Major, Minor) according to their priority levels:

PRIORITY LEVEL	DESCRIPTION
1. Blocking	An Error that completely prevents access to or use of the Software Services.
2. Major	An Error that disrupts the execution of a main function of the Software Services (the Software Services are accessible and usable in degraded mode).
3. Minor	An Error that has limited consequences for the User because the main functions of the Software Services are not impacted (errors that are not major or blocking).

Provider will use commercially reasonable efforts to remedy any Error reported by Customer.

3. Software Services Availability (SLA)

Once the Software Services are in production and, excluding periods of unavailability, Provider will use commercially reasonable efforts to provide the Software Services at or above the availability commitment of 99,7% of the time during each calendar month.

The Software Services availability is calculated outside Customer network, i.e., between the datacenter administration server and Customer Software and excludes periods of unavailability of the Software Services as follows:

- Unavailability related to Authorized Downtime,
- Unavailability related to Emergency Maintenance,
- Unavailability due to causes beyond the reasonable control of Provider, including, without limitation, any equipment, software or other technology not supplied by the Provider, slowdowns, interruption or failure of telecommunication links or Internet failures, and
- Other downtime or unavailability periods as set forth in the Agreement (including where the Software Services are suspended).

“Authorized Downtime" means the time during which the Software Services are interrupted due to Provider (a) performing standard maintenance of the Software Services as provided herein (corrective maintenance, implementation of a new version, etc.) (b) performing software and hardware infrastructure maintenance and upgrades. Provider shall use reasonable efforts to schedule Authorized Downtime during Provider’s non business hours.

“Emergency Maintenance" means the time during which the Software Services are interrupted for exceptional maintenance services, including in order to anticipate a major problem (for example, a virus or a doubt about the integrity of Customer Data, or a security breach compromising the security of the Software Services) or to carry out a corrective operation.

4. New versions

At Provider’s own frequency, as part of the Maintenance Services, Provider shall make new versions available on the platform according to Customer's functional scope.

A new version may (i) contain functionality and interface changes (UX), architectural changes, technical compatibility with new technologies or tools on the market or (ii) consist of minor additions or minor improvements or (iii) consist of corrections in the code of the Software performed by Provider.

New versions available as part of Maintenance Services do not include new or additional modules, applications, services or features when no previous version of any of those has been ordered by Customer as part of the Software Services under the Agreement. Provider reserves the right to charge separately for any new modules, applications, services, features or versions that are not generally released to Provider’s customers without separate charge.

The configuration, setup, or customization of new features available in a new version (as detailed in the release notes provided to Customer), other than maintaining configurations and settings necessary to preserve existing features is subject to the payment of additional Professional Services charges.

5. Exclusions

Customer shall only be eligible to receive Maintenance Services hereunder if (i) it has paid all accrued fees associated with the Software Services, and (ii) it is not in default or violation of any material provision of the Agreement.

Maintenance Services are only available if Customer complies with any prerequisites made available to it and is using current systems and servers for which all components are supported/maintained by their respective vendors/manufacturers on the date the Customer's Maintenance Services request is made to Provider.

Maintenance Services do not include the provision of setting/configuring services, data recovery or data migration services, on-site support at Customer’s premises, regulatory changes and evolutions to the Software Services, training and consultancy services’ customizations (being defined as a modification or enhancement of the Software including integrations with third party systems), or other developments, and more generally do not include the provision of Professional Services that may be available and performed by Provider subject to a Quote and Customer’s payment of applicable Professional Services’ fees.