SOFTWARE SERVICES : EASYQUORUM
FUNCTIONAL AND TECHNICAL DESCRIPTION

This document contains a description of the Software Services for EASYQUORUM 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.

Additional Definitions

« Meeting »: a session held for the purpose of convening a Body. A Meeting may be conducted physically or remotely, and includes any form of consultation.

« Body »: a group of Stakeholders that meet once or several times a year to take decisions (general meeting, supervisory board, board of directors or any other governance body). The number of Bodies that may be organized by the Customer is described in the Order Form.

« Stakeholder »: any natural person or legal entity represented by a natural person invited to participate in a Meeting and/or a Body (shareholder, director, auditor, etc.). The Stakeholder may access the Software via his Stakeholder workspace.

« Stakeholder workspace »: space dedicated to each Stakeholder in which they have access to all information and documents relating to the Meeting to which they are invited. Access to this space is only possible using a personalized connection link or a specific identifier and password for each Stakeholder.

« Board Meeting »: any Body that is not a general assembly. Each Meeting held for a Board Meeting shall be limited to fifty (50) Stakeholders.

« Stakeholders connected »: all persons simultaneously connected to the Stakeholder workspace.

« Contributor »: any natural person invited to exchange information and documents within the framework of the organization of a Body. The Contributor may access the Software via its Contributor workspace.

« Notice »: invitation to participate to a Meeting.

« Contributor workspace »: space dedicated to Contributors to exchange information or documents within the framework of the organization of a Meeting. The access to this space is only possible from a personalized connection link.

« Manager »: User in charge of organizing Meetings. There are three types of profiles with associated rights:
- Management
- Organization
- Consultation

« Manager workspace »: space dedicated to each Manager to organize Meetings and access certain services of the Software. Access to this workspace is only possible with the use of a specific identifier and password for each Manager.

« Private Hosting »: dedicated or semi-dedicated hosting made available to the Customer.

« Entity »: any legal structure identified by the Customer and referenced in the Software for which a Meeting can be organized.

1. SOFTWARE SERVICES DESCRIPTION

EasyQuorum is a software dedicated to organizing and dematerializing Bodies.

The Customer acknowledges that they have studied the statutory and legal requirements concerning the use of the easyQuorum Software in the context of the organization including the holding and formalities of its Bodies. Customer acknowledges that Provider is not qualified to provide legal advice and that Provider shall not be held responsible if a setting or functionality does not meet the legal requirements of its Entity. Without this list being exhaustive, Customer is requested to check the means of Notice, the type of vote, the use of an independent expert for its ballot, the need for an electoral office, the level of authentication of the shareholder before voting, the need for a secret ballot, etc.

Document templates such as letters, pleadings or administrative documents may be provided as part of the Software. The number and type of document templates made available are left to the discretion of Provider. Customer expressly acknowledges that those documents are provided "as is" and Customer is responsible to ensure that the template it uses corresponds to its needs and complies with the applicable law and regulations.

Not all services and functionalities are available in all countries and the Customer should check with Provider for the availability of services and functionalities. Only the Order Form shall be binding on availability at the time of acceptance.

Description of the main features

Some features are only available in Beta version, which means that they are provided as is, and that the Provider's commitments regarding availability or maintenance are not applicable.

Some features are only available in certain countries as specified herein.

Referential The easyQuorum Software is a database referencing entities, shareholders, members, representatives called Stakeholders, secondary establishments, subsidiaries, colleges, Bodies (board Meetings, boards of directors, etc.), legal documents, decisions, etc. It is possible to add custom fields to this database.
Document creation The easyQuorum Software enables the creation of documents associated with a Meeting. Here is a non-exhaustive list of documents created on the basis of a given Body: - Notice   - Text of resolutions   - Remote voting ballot   - Proxy form   - Attendance sheet   - Meeting minutes   The Software offers basic templates that each user must customize to match its needs and legal specificities.
Organization of a Meeting The easyQuorum Software enables the creation of Meetings such as general assemblies, boards of directors, or any other type of meeting. The features related to the organization of Meetings allow the archiving of information and documents to generate legal documents and to organize the said Meetings (sending Notices, ensuring a follow-up/monitoring of participations, etc.).
Election Within a Meeting, it is possible to organize an election, i.e., the possibility of electing a person among candidates. Several electoral procedures are possible.
Sending Notices by email / mail / registered letter Notices by mail and registered letter are only available in France. Notices are sent via the easyQuorum Software for each stakeholder, and the organizer may choose to send the Notices by email, letter, or registered letter (there shall be additional costs when sending a letteror a registered letter). The sending is operated by a subcontractor of the Provider.
Remote voting The Stakeholder can carry out a remote vote from the Stakeholder workspace by selecting the appropriate resolutions, decisions, and elections. A remote voting document will be generated according to the Stakeholder's vote. Depending on the settings, the Stakeholder can validate the document by checking a box and signing the document electronically or manually (in which case the Stakeholder must print, sign, and upload it to the workspace). Although the Stakeholders are unaware of the votes of the other Stakeholders, this vote is not a secret ballot as the Manager will be able to consult the details of the votes to generate the Meeting minutes.
Proxy The Stakeholder can make a proxy on its workspace. A proxy document is generated according to the beneficiary entered by the Stakeholder. Depending on the settings, the Stakeholder can validate the document by checking a box, and signing the document electronically or manually (in which case the Stakeholder must print, sign, and upload it to the workspace. Powers of attorney made by Stakeholders on their workspace can be consulted by the Manager.
Written resolution (Board Meeting or online Body)

A Meeting may be organized in the form of a written resolution. In this case, the Meeting is not held; the Stakeholder is invited to vote remotely through its Stakeholder workspace.

Quorum and participation monitoring

Once the Notice is sent, the Software allows to track the number of people who have voted and/or sent a proxy or have indicated that they will be present. The forecasted Quorum is displayed in real time.

Certificate of the Notice sending

The Software allows to generate a certificate of the Notices dispatch. A PDF document with a table of Stakeholders / sending time / sending subcontractor / sending status can be downloaded.

Sending reminder emails and text messages (to increase the participation rate)

Besides the Notices, it is possible to send emails and text messages to the Stakeholders. This feature can remind people who did not vote or did not indicate their presence to do so, in order to secure the Quorum. The sendings are made by the subcontractors of the Provider. Text messages are subject to additional costs.

Customization of the Stakeholder workspace

It is possible to customize the Stakeholder workspace with the colors of the organizing Entity (add a logo / visual preferences / change colors / customize messages).

It is also possible to customize the connection mode by secure link (token link), by password, and double authentication.

It is also possible to customize the possibility of uploading documents and indicating their presence.

Generation of the meeting minutes and attendance sheet

The Manager can generate the attendance sheet and the minutes of the Meeting. The vote results are either filled in by the Manager or completed automatically when the vote is finalized via the Stakeholder workspace.

Customization of document templates

This page allows for the customization of document templates and for additional new documents to be generated. The use of variables/fields allows the customization of documents according to the information in the repository. It is possible to put conditions on certain blocks and to customize headers and footers, etc.

Customization of email templates

This page allows you to customize emails. The use of variables/fields allows the customization of emails according to the information in the repository.

Live Vote

It is possible to create access to a space dedicated to the real-time monitoring of the Meetings. Each Stakeholder can access this page from the Stakeholder's workspace. A live voting space is available to allow the vote of resolutions.

Although the Stakeholders are not aware of the votes of the other Stakeholders, this vote is not a secret ballot as the Manager will be able to consult the details of the votes to generate the minutes.

Reminder for the end of mandates

The Software allows you to program automatic reminders before the end of the mandates of the directors, the auditors, and to create personalized reminders.

Company/Stakeholder form

It is possible to create legal forms to follow the corporate details of all of the subsidiaries and Stakeholders. These files contain information on the entities and Stakeholders. It is possible to create customized templates and to make queries on the Stakeholders.

Save the date

The Software allows the sending of a calendar invitation before sending the Notice.

Share split of company shares

The Software allows for the management of a share split of company shares and thus to manage the votes of persons holding shares in full ownership, in bare ownership, and in usufruct. The exclusions of certain categories of persons on a resolution is then possible.

Electoral bodies

The Software allows for the integration of Electoral bodies and the tracking of votes according to the voter affiliation to an Electoral body.

Corporate survey

It is possible to survey the Stakeholders, associates or members to find the right date for the Meeting.

Capitalistic Organizational chart

The Software allows you to establish a capitalistic organizational chart of the entity based on the integrated data.

Validation workflow

It is possible to ask Contributors to validate/revise documents. They receive an email inviting them to access one or several documents on a secured workspace and to review and validate (or not) this document.

Reporting

Via the search engine, it is possible to search and display information on legal entities/Stakeholders/Meetings. The results can be downloaded as a CSV file.
Customized references It is possible to create custom fields to enrich the information of the entities. These fields can be modified and visualized in the documents.
Advanced electronic signature of the attendance sheet .
Secret electronic ballot box voting **This feature is only available in France** Provision of a voting method allowing the Customer to meet the recommendations of the French CNIL dated April 25, 2019. It is the Customer's responsibility to comply with the recommendations that meet the requirements of confidentiality and to assess the risk of secret ballots. The Provider is not responsible for following the recommendations and provides the feature without warranty "as is" and without liability.
Hidden vote Feature restricting the Manager access to the votes of the Stakeholder. This feature does not meet the recommendations of the French CNIL on the security of voting. If the Customer wishes to carry out a secret ballot that complies with the recommendations of the French CNIL, it must use the secret electronic ballot box functionality. This hidden vote functionality is provided "as is" without warranty of any kind and without liability.
Face-to-face management This feature allows for the creation of an electronic attendance sheet, face-to-face QR code scan, the signature of the attendees on a digital tablet, and the activation of voting features only for the attendees.
Hybrid features (face-to-face / remote) This feature allows for the participation of Meeting attendees both remotely and in person.
Results projection A customized page that displays in real time the resolutions discussed, the votes, and the results. This page can be projected.
Advanced management of Board Meetings This feature allows for the management of multiple entities for a Stakeholder (with a single login), agendas of upcoming sessions, document sharing management including sharing of agendas with associated documents.
Security of the Platform - Captcha service used on the Stakeholder's workspace to check that the person who connects is not a robot - IP Stack shows if a Stakeholder connects from a country outside France.

THIRD PARTY PRODUCTS, CONNECTORS, APIs

The easyQuorum Software allows, via connectors developed by the Provider, access to certain services or features. For example, and depending on availability:

- Video conferencing connector
- e-signature connector
- Mail routing connector
- Paper voting management connector
- Emailing connector

All products with which the easyQuorum Software connects via the easyQuorum connectors are Third-party Products within the scope of the Agreement.

Provider cannot guarantee the continued availability of these connectors with Third-party Products 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 (commercially and technically) to Provider (acting reasonably). Provider shall endeavour 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. The use of connectors is subject to subscription and additional costs under the terms of the Order Form applicable to Customer.

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 may make available to Customer from time to time application programming interfaces which may include without limitation, integrator keys, tools, sample code and other code, information and materials (collectively, "APIs") for 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 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 any 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.

ADDITIONAL PAYABLE SERVICES

Some services require a fee-for-service in addition to the Software Services subscription. Invoicing is based on consumption.

The list of additional payable services indicated below may change and the Software Services ordered by the Customer are as agreed in the Agreement or the Order Form.

The price of the additional services may change at any time in the event of a change of subcontractor or a change in the rates of the subcontractors for the provision of said additional services.

A. Sending of the Notices by letter

Printing costs: sending Notices by post is subject to additional fees. The cost of this service is calculated on the number of pages sent with a rate for the first page and a rate for the following pages and on the printing characteristics.

Postage costs: Customer shall also pay the postage costs at the rate in force at the time of the sending. The rates depend on the specific subscription.

B. Electronic signature

The electronic signature of company documents or documents relating to a Meeting by Managers or Stakeholders via the Stakeholder's workspace is subject to additional fees.

Managers or Stakeholders can sign electronically:
- Uploaded documents
- Documents generated by the Software

Managers or Stakeholders can also initiate an electronic signature via their respective workspace (proxy, remote vote, etc.).

The rates are indicated on the Order Form and the Customer's invoice and depend on the subscriptions taken out.

C. SMS

It is possible to send text messages to Stakeholders in the Manager's workspace. This service is subject to additional fees.

A - SENDING DOCUMENTS

The Customer should consider the material and technical constraints related to the sending of documents by post or by electronic means and proceed to the sending of the desired documents by respecting a deadline giving them a reasonable margin. This margin must take into account the applicable delivery times according to the working days, as well as the possible delay between the transmission and receipt of an email. The Provider shall not be liable for any delay caused by any disruption resulting in a delay in the delivery of post or emails.

1. Sending of letters or registered letters via the easyQuorum Software (France only)

For any dispatch of Notices before 11:50 a.m. (CET) on a working day by simple or registered mail intended for 500 people or more or comprising at least 3000 pages, the Customer must inform the production team at least five (5) working days before the effective dispatch at the following email address: production@easyquorum.com.

In the event the Customer proceeds with such dispatch without informing the production team of the Provider, the Customer may not hold the Provider liable.

2. Sending emails via the easyQuorum Software

For any dispatch intended for more than 5000 people, the Customer must inform the production team at least five (5) working days before the effective dispatch at the following email address: production@easyquorum.com.

In the event that the Customer proceeds with such dispatch without informing the consultants team, the Customer may not hold the Provider liable.

In addition, the Provider and its partners shall ensure that the email notices are delivered correctly. To guarantee this deliverability, the Provider can stop any campaign whose error rate (SOFT and HARD BOUNCE) is higher than 6%.

3. Sending text messages via the easyQuorum Software

A text message contains a maximum of 150 characters. If the message is longer than 150 characters, the Customer will be charged an additional SMS per 150 characters, as per the Order Form.

Examples:
- 1 message of 60 characters = 1 sms
- 1 message of 155 characters = 2 sms
- 1 message of 320 characters = 3 sms
- 3 messages of 220 characters = 6 sms

4. Delays

The following information is given as an indication only. The Customer understands that the Provider cannot guarantee that the text messages, emails and letters sent via the easyQuorum Software will be received. The Provider provides a means of delivery and cannot be held responsible for services depending on other suppliers, which is the case in the routing of text messages, emails and letters. The liability of the Provider is limited to the reprovision of the unsuccessful service.

	D	D*+1	D*+2
Sending by email and text messages**.	98%	01,0%	0,50%

Conditions: sending before 9pm and volume less than 5000 people		
	Business Day	Business Day +1	Business Day + 2
Sending by letter**(France only)	95%	2,50%	0,50%

> Conditions: sending on weekdays, excluding public holidays and the last working day of the month, before 11:50 a.m. (CET) and a volume of less than 1,000 people or at least 5,000 pages.

** Why do some emails leave on D+1 or D+2? When the email router tries to send an email, if the recipient's server has a problem, it will try to send this email on D+1 and D+2.
* These commitments are on a global monthly volume and not for each sending.

B. ORGANIZATION OF A MAJOR EVENT

Express written validation by the Provider's production teams must be obtained by the Customer at least thirty (30) days prior to the occurrence of one of the following major events:
  - a Live Vote or Board Meeting requiring the simultaneous connection of more than one hundred (100) Connected Stakeholders
  - the sending of more than 2,000 simultaneous notices.

To obtain this validation, the Customer shall send his request to: production@easyquorum.com.
The Customer must warn the Provider of any mass dispatch of text messages that may overload the network.

In case of non-compliance with these obligations, the Provider reserves the right to interrupt the service in order to guarantee the quality of service to all its customers. Similarly, if Customer proceeds with such a dispatch without informing the production team, the Customer may not engage the Provider's liability.

USERS

EasyQuorum 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.

Manager Users can be restricted to certain groups of companies.

Provider will supply Customer with the means to create User accounts in order for Users to log to the Software Services. Customer is responsible to protect 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.

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 thereof and otherwise cooperate fully with Provider to protect the rights of Provider on the Software Services.

Provider recommends that Customer use dual authentication for all User accounts.

2. ARCHITECTURE AND SECURITY

TECHNICAL PREREQUISITES

Provider shall make the prerequisite document available to the Customer at the following address:
https:www.easyquorum.com/configuration-required. Customer is responsible for ensuring compliance with the latest version of the document in force.

VOLUME OF DATA

Unless specified in the technical prerequisite or the Software documentation, no limit is applied to the volume of Customer Data that Customer may process or store using the Software Services. However, Customer must make fair use of the capacity of the Software Services.

CLOUD SERVICES

The Software Services consist of the provision and maintenance of the functionalies of the easyQuorum Software, with the Software running on the Cloud platform and the Customer accessing it via Internet.

The functionalities are made available to the Customer's Users through a standard web browser (Firefox, Chrome, Edge, etc.).

The main services provided by the Provider are the following:
- Provision of a shared bandwidth, suitably sized for comfortable use of the easyQuorum Software
- Operation and maintenance of the availability and performance of the easyQuorum Software
- Security, protection and confidentiality of Customer Data in accordance with the contractual obligations
- Supervision

Implementation of the Customer environment in the case of Private Hosting
- The Customer environment is created by the Provider on the Customer platform with the installation of the Software.
- The implementation of the Customer environment includes, where applicable, the connections and links with the Customer's IT systems as provided for in the Provider's Offer.

Access to the Software Services and servers provided by the Provider

The Customer is responsible for and assumes all costs and risks associated with the Internet access and connections necessary to access the platform and use the Software.

IP filtering (in the case of Private Hosting)

It is possible to filter the Manager workspace and/or the Stakeholder workspace by the Customer's public IP address(es) in order to provide optimal access security.

To enhance access security, the Customer must specify a set of public IP addresses that are the only ones allowed to access the Customer environment. Only the workstations associated with these public IP addresses specified by the Customer will be able to connect to the platform and access the Software Services.

The Provider reminds and the Customer understands that in the absence of IP filtering, access security will only be ensured by the confidentiality of the logins and passwords which will be chosen and managed autonomously by the Customer and the Customer releases the Provider and holds it harmless from any liability following a possible data breach that would be attributable to an unauthorised access via one of the logins and passwords managed by the Customer.

SSO (for Private Hosting only)

Unless an "SSO" ("Single Sign On") integration service has been contracted between the Provider and the Customer in the application of an Order Form, access to the Software's functionalities on the Customer's environment also requires each User to provide a login and a password. The passwords are personal to each User and the logins are defined at the time of the declaration of each User by the Customer's functional administrator. The SSO integration offered by easyQuorum Software is SAML2 type on a single user directory "tenant".

Access security

The Provider implements technologies and techniques to ensure the security of access and Data in the Customer's environment as described in the Agreement.

The OVH data centres are Tier 3 or equivalent. The Cloud environment is connected to redundant firewalls.

Each Customer environment is filtered by the Customer's public output addresses. Access to the Customer's environment is via a secure URL (HTTPS). The transit of the Data is therefore encrypted by an SSL certificate.

Services using cloud services:

All streams are web services over HTTPS.

**LOCATION AND PHYSICAL SECURITY OF THE SERVERS**

The Provider shall manage the front-end servers and database of the infrastructure hosting the easyQuorum Software.

Except for certain services and options as indicated in Appendix 2Bis, the CLOUD platform hosting easyQuorum Software is located in France in the OVH data centre.

PLATFORM

The main infrastructure is hosted on an OVH Private Cloud whose main datacenter is in Roubaix (France). Backups are hosted on a public cloud.

Physical architecture hosting virtualized infrastructures - Private Cloud OVH

DATACENTER OVH (ROUBAIX)
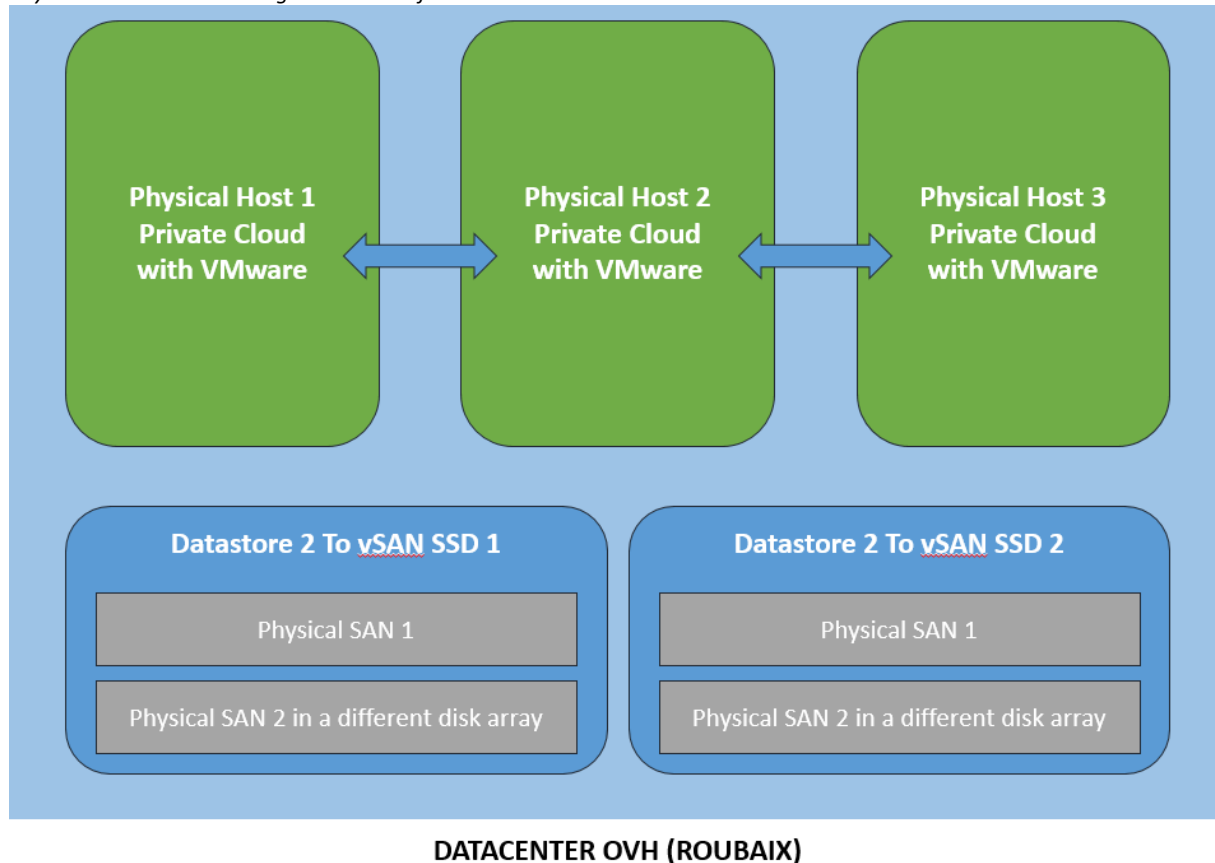
The Provider has three (3) physical hosts in the Private Cloud hosting its platforms.
High availability is enabled on the Private Cloud and a hot migration of virtual machines is possible for maintenance reasons or failure of a physical host.

OVH guarantees the replacement of a failed physical host within thirty (30) minutes.
The Provider can also add physical hosts in a few minutes on its Private Cloud, in case of need for scalability.
The virtual disks are stored on vSAN SSDs (Private Cloud Datastore).
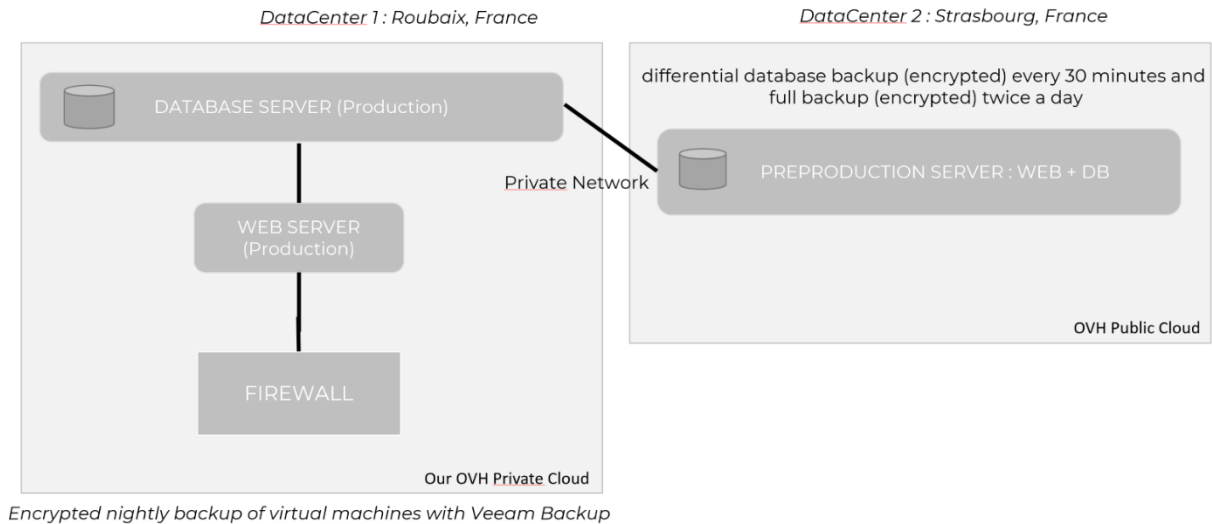The Provider has two (2) datastores replicated in two (2) different physical SANs for each.

The Private Cloud datacenter used is ISO 27001, RGPD, SOC I-II type 2, CSA STAR, CISPE, PSEE, SecNumCloud (in progress) and AgID (in progress) certified.

Information about OVH Private Cloud can be found here:
https://www.ovhcloud.com/en-ie/enterprise/products/hosted-private-cloud/safety-compliance/
and here : https://www.ovhcloud.com/en-ie/enterprise/products/hosted-private-cloud/

The logistical architecture of the easyQuorum software running on the platform is described in the diagram below.

DataCenter 1 : Roubaix, France

DATABASE SERVER (Production)

WEB SERVER
(Production)

Private Network

FIREWALL

Our OVH Private Cloud

DataCenter 2 : Strasbourg, France

differential database backup (encrypted) every 30 minutes and
full backup (encrypted) twice a day

PREPRODUCTION SERVER : WEB + DB

OVH Public Cloud

Encrypted nightly backup of virtual machines with Veeam Backup

It consists of:
- An IIS front-end web server running under Windows
- An SQL SERVER database running under Windows
- A logical firewall under pfSense
- A preproduction server containing the BDD backups of the PRODUCTION server in another dataCenter (Strasbourg).

MONITORING

A monitoring system of the CLOUD platform is set up in case of unavailability of the Software or one of its major services: sending emails, etc.

BACKUP AND RESTORATION

Several types of backup:
- Daily for the servers (full backup in a dataCenter located in another city more than 500 km away)
- Every hour for the database (in a dataCenter located in another city more than 500 km away). The retention period for backups is five (5) weeks.