SOFTWARE SERVICES : LEGISWAY ENTERPRISE ON PREMISE
FUNCTIONAL AND TECHNICAL DESCRIPTION

This document contains a description of the Software Services for LEGISWAY ENTERPRISE ON PREMISE 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	▪ 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	▪ 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	▪ 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	▪ 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 finally to record them for subsequent research and controls.
CORPORATE MODULE	▪ 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	▪ 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	▪ 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	▪ 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)	▪ 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	▪ 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	▪ 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 (link with the Contracts module and insurance policies), expert appraisals and procedures, charges and reimbursements, etc...
LIBRARY MODULE	▪ 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	▪ 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	▪ 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 TECHICNICAL OPTIONS

ADMNISTRATION MODULE	▪ 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	▪ 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	▪ 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	▪ 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	▪ 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	▪ 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	▪ 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 SYNCHRONISATION	▪ 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).

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, as 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.
	• 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	▪ 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	▪ 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	▪ 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	▪ 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	▪ Online document automation service that enables the creation of any type of legal document from Word-based 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 access to associated content, search/export data, and to notify and 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	✓	✓	✓ (when mentionned in the field: "Authorized Manager")		
Read content according to access rights	✓	✓	✓	✓	✓₂(when mentionned in the field: "Requestor")
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	✓				

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. In addition, Provider may, if LEGISWAY ENTERPRISE is so equipped, utilize the monitoring functionality of LEGISWAY ENTERPRISE 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. 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 ENTERPRISE 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.

If such audit reveals unauthorized use or other exploitation of the Software Services, and without prejudice to all other rights and remedies of Provider, Customer shall be liable for all additional costs corresponding to such excessive or non-conforming use of the Software Services (based on the standard prices of the Software Services) and shall reimburse Provider for the costs incurred for the audit.

2. ARCHITECTURE AND SECURITY

TECHNICAL PREREQUISITES

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.

BACK UP

Customer is responsible for regularly making all necessary backup copies of Customer Data and its computer systems to prevent loss. Provider does not make any backups in the on premise mode and shall not be liable for them.

SOFTWARE ARCHITECTURE

LEGISWAY ENTERPRISE is a Web 3-tiers application composed of:
- A database used to store and search the application data;
- An application server (Tomcat);
- An Apache HTTPD Web server on the application server or on a Web front-end if the chosen protocol is https.
- User stations that operate the application from their Web browser.

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 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.

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.