

## SOFTWARE SERVICES : LEGISWAY ESSENTIALS FUNCTIONAL AND TECHNICAL DESCRIPTION

This document contains a description of the Software Services for LEGISWAY ESSENTIALS 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 ESSENTIALS is a cloud-based application designed for corporate legal department to manage a company's legal information. LEGISWAY ESSENTIALS permits to store, find, track, share, and report information and files relating to legal entities, contracts, compliance, claims, intellectual property, real estate or board meetings.

#### 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, key contractual clauses etc.
CORPORATE MODULE	▪ The "Corporate" module concerns corporate law and allows for the management of entities (subsidiaries, establishments, etc.) and holdings in all aspects: identity, legal life, mandates, capital operations, etc.
CASES MODULE	▪ The "cases" module enables the management of all aspects of litigation activity. It can be used to handle all types of litigation including employment cases.
COMPLIANCE MODULE	▪ The "Compliance" module allows for the reporting of risks or incidents that affect the organization and ensure that they are known and dealt with. It is also possible to reference all the policies and regulations that apply to the organization to ensure that they comply with the various international texts on compliance.
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.
INSIDERS MODULE	▪ The purpose of the "Insiders" module is to ensure the proper management of the list of occasional insiders linked to a project, as well as the organization's permanent insiders, which may be presented in the event of an audit by a financial authority.
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.
REAL ESTATE MODULE	▪ The purpose of the "real estate" module is to manage the company's property assets: description, plans, equipment, operating contracts 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, or other documents.
LEGAL INVOICES MODULE	▪ The "Legal Invoices" module enables the preparation and storage of legal invoices and assignment letters for the organization's partners. Its objective is to ensure the control and visibility of the legal department's expenses.
POWERS AND ACTS MODULE	▪ The purpose of the "Powers and acts" module is to manage the delegations of power and signature in force within an organization.

Certain modules are provided with document templates such as letters, pleadings, or administrative documents. 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 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	▪ This module is intended for Administrators of LEGISWAY ESSENTIALS to manage their legal database operations: management of users and access rights, usage statistics, etc.
OFFICE INTEGRATION	▪ A set of functionalities facilitating the integration of LEGISWAY ESSENTIALS 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.
ENCRYPTION	<ul style="list-style-type: none"> <li>Optional mechanism consisting of "encrypting" all attachments stored in LEGISWAY ESSENTIALS, as well as the most sensitive data in the files, as chosen by Customer and Provider.</li> </ul>
IMPORT/EXPORT FUNCTION	<ul style="list-style-type: none"> <li>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.</li> </ul>
SSO CONNECTOR	<ul style="list-style-type: none"> <li>This option allows users of the application to be authenticated via single sign on (SSO).</li> </ul>
TWO-FACTOR AUTHENTICATION	<ul style="list-style-type: none"> <li>Possibility to add a 2<sup>ND</sup> authentication factor when a user logs in, by sending a text message to their mobile.</li> </ul>

## 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 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	<ul style="list-style-type: none"> <li>Connector allowing for launch of an electronic signature process from LEGISWAY ESSENTIALS before the collection of signatures by the e-signature trusted third party. The document is automatically retrieved at the end of the process.</li> </ul>
The e-signature solution is chosen by the Customer and constitutes a Third-party Product as defined in the Agreement	<ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>Current (at the date of this document) e-signature solutions supported by LEGISWAY ESSENTIALS include Docusign, Universign, Scrive, AdobeSign, Yousign, Luxtrust, Lex Personae.</li> <li>For the Docusign solution, the Customer is referred to the terms and conditions of the Docusign agreement currently available at <a href="http://www.docusign.com/company/terms-and-conditions/reseller">http://www.docusign.com/company/terms-and-conditions/reseller</a>, as the data processing agreement currently available at: <a href="https://www.docusign.com/company/terms-and-conditions/schedule-docusign-signature/attachment-data-protection">https://www.docusign.com/company/terms-and-conditions/schedule-docusign-signature/attachment-data-protection</a></li> </ul>
AI Feature (available in certain countries/territories only)	<ul style="list-style-type: none"> <li>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.</li> <li>The AI Feature uses a learning algorithm (Artificial Intelligence).</li> <li>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.</li> <li>Specific conditions of use: the following terms and conditions apply in addition to the terms of license and services: <ul style="list-style-type: none"> <li>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</li> </ul> </li> </ul>

	<p>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.</p> <ul style="list-style-type: none"> <li>• The User must analyze the result provided by the AI Feature, select the answer and make the necessary corrections.</li> <li>• 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.</li> </ul>
TEAMDOCS	<ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ This service requires the opening of a flow Provider server (native in the cloud).</li> </ul>
MAIL TO LEGISWAY FUNCTIONALITY	<ul style="list-style-type: none"> <li>▪ Service allowing for the sending of mail 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).</li> <li>▪ This service requires the opening of a flow Provider server (native in the cloud).</li> </ul>
WORD TO PDF FUNCTIONALITY	<ul style="list-style-type: none"> <li>▪ Functionality allowing to conversion of a Word document to a pdf document.</li> <li>▪ The preview of Word documents from the application will not be available if this option is disabled.</li> <li>▪ This service requires the opening of a flow Provider server (native in the cloud).</li> </ul>
OCR	<ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ The functionality only works on PDF files that are scanned documents or image files.</li> <li>▪ 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.</li> </ul>
LEGAL SMART DOCUMENTS	<ul style="list-style-type: none"> <li>▪ Online document automation service that enables the creation of any type of legal document from Word templates, clause libraries and interactive Q&amp;A forms.</li> </ul>

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 purposes 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. They are declarative and not floating. 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.
READER	With a reader license, users can browse, read and search/export data, and notify or receive notifications.

Action	Administrator	Editor (manager)	Reader
Create and delete content according to access rights	✓	✓	
Edit content according to access rights	✓	✓	
Read content according to access rights	✓	✓	✓
Create a notification (referencing a data record or instant alarm)	✓	✓	✓
Print content	✓	✓	✓
Send a file from the application	✓	✓	✓
Create, edit, delete own search and report screens	✓	✓	✓
Participate in workflows (validate, reject a task, 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 ESSENTIALS 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 ESSENTIALS

- Operational use and continuous availability and performance of LEGISWAY ESSENTIALS
- 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, 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.

#### **SSO**

Unless an "SSO" (Single Sign On) integration service has been acquired by Customer in accordance with an Order Form, access to the LEGISWAY ESSENTIALS 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.

#### **Back up**

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

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

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

### **LOCATION AND PHYSICAL SECURITY OF THE SERVERS**

The master database servers are hosted in Providers' subcontractor data centres and are continuously monitored (closed circuit cameras and guards).

### **MONITORING**

A system for monitoring each site of every customer on the Cloud platform provides the operator with 24/7 warning of any solution failure. Resolution and escalation procedures are in place enabling the Provider 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.