

# DiliTrust Service Agreement CANADA

## *Service Level Agreement (SLA)*

### Table of content

---

DiliTrust Governance Service : functional scope .....	1
Transversal functions .....	1
Security Management .....	2
Board Portal Module .....	2
Entities Module .....	2
Contracts Module .....	2
Litigation Module .....	3
Documentation Library Module .....	3
Service : training .....	3
Set-up fee .....	3
Security and Data Protection measures .....	3
Technical requirements .....	4
Availability .....	4
Minor updates .....	4
Major updates .....	4
Service Support: available hours .....	4
Guaranteed Response and Fault Repair Times .....	5

### DiliTrust Governance Service : functional scope

The features provided by the Service on the day on which the Agreement is signed are summarized below:

#### Transversal functions

- Collection, formatting, posting online, storing and archiving of Data transmitted by the Client
- Updating the documentation centre (reorganization of documents and files)
- High volume document loading
- Taking notes in documents
- Sharing these notes with other Users
- Simple and intuitive management of Users by email address
- Creation, modification, deactivation of User accounts
- Notification of Users on additions or modifications of content
- Data export to Excel
- Task management and alerts
- Definition of custom fields

- Report generator and dynamic dashboards (for the Entities, Contracts and Litigation modules)
- Integrated electronic signature or by interfacing with a third-party solution
- Search engine

## Security Management

- The Service is certified as ISO/CEI 27001 compliant
- Tracking of logging connections and document consultations
- Granular management of access rights: downloading, printing and watermarking by document/folder and/or by team/User
- IP address filtering
- AES 256 data-at-rest encryption
- TFA option: two-factor authentication by receiving a connection token (e.g. SMS)

## Board Portal Module

- Creating, editing, updating and archiving of Data (in particular relating to meetings organized by the Client). Administrator can notably format, download, print agendas as well as save locally, attach or delete all the documents managed by the Service.
- Drag-and-drop agenda items
- Cloning recurring meetings and agendas
- Attaching documents to agendas
- Sending meeting convening notices
- Organizing votes and polls
- Conflicts of interest management
- Secure offline access from tablets equipped with the native application
- Synchronization of notes between the tablets and the computer of the Users
- Dynamic and configurable watermark

## Entities Module

- Summary sheets
- Global view of all managed legal entities
- Management of legal perimeters
- Share capital and shareholding management with the possibility of carrying out various types of transactions (on securities, share capital, etc.)
- Securities stripping
- Management of voting rights and percentage of control
- Monitoring of all management bodies (Board of Directors, Management Board and Executive Board, etc.) and control bodies (Supervisory Board, Statutory Auditors, Audit Committee, etc.)
- Monitoring of corporate officers (date of appointment, expiry date, renewal and term of office)
- Organization charts
- Dynamic and configurable watermark

## Contracts Module

- Centralized contract management
- Data recognition, OCR and search engine
- Customizable summary sheet
- Monitoring of the parties to the contract
- Key dates of the contract, effective date, signature, renewal, termination & post-contractual
- Storage of documents: contracts, amendments, annexes, etc.
- Anticipation of deadlines for optimal risk control: alerts on customizable and automatic alerts on key dates
- Machine Learning
- Shared set of clauses
- Document generation tool based on customizable templates (not supplied)

- Validation process and manual and electronic signature
- Document versioning and comparison
- Collaborative editing of documents via Word and Google Docs add-ins

## Litigation Module

- Management of litigation files (pre-litigation, litigation, etc.)
- Identification of all stakeholders (opposing party, lawyers, plaintiff, defendant, experts, etc.)
- Information on each case (causing event, financial losses, department concerned, assessment, etc.)
- Attachment of documents to each case (judgments, reports, e-mails, etc.)
- Financial follow-up (follow-up of counterclaims, allocations and reversals of provisions)
- Monitoring the progress of each case
- Dynamic and configurable watermark

## Documentation Library Module

- Personalized display of the last added documents
- Automatic numbering and renumbering
- Dynamic invitation management and initial login control
- Index export: complete tree structure - folders and documents
- Simultaneous management of several projects
- Management of the terms and conditions displayed to the User on his first login
- Dynamic Q&A management
- Dynamic and configurable watermark

## Service : training

The Service includes standard training in the administration of the Service by Administrators and in its use by Users. These training sessions on request, unlimited in number, will take place remotely, or on the Service Provider's site or the Client's site.

## Set-up fee

The set-up fee includes:

- The technical services for the implementation of the Service;
- The basic configuration of the Service;
- Enhanced assistance to Administrators during the implementation phase.

## Security and Data Protection measures

The Service includes:

- Internet access to the Data stored on the Service Provider's servers in data centers comprising:
  - A redundant platform;
  - Fire detection and water detection systems;
  - A redundant power supply and network access points;
  - Permanent access controls and physical surveillance of the site (24/7).
  - Data protection in accordance with industry standards, including firewalls, security patches, AES 256 data encryption ;
  - Maintenance of the hardware, operating systems, network and database management systems allocated to the Service;
  - Technical optimization of environments;
  - Daily monitoring of Service quality:
    - monitoring, analysis and resolution of alarms and warnings generated by the monitoring tools 24/7;
    - correction or notification of incidents;

- monitoring of Service availability and response time.
- Data backup:
  - every 24 hours;
  - with incremental retention over seven (7) consecutive days;
  - and backup on another physical hosting site geographically distant from the primary site.
- Installation of new versions of various software: patches, minor and major updates.

## Technical requirements

The current versions of the environments on which the availability of the Service is guaranteed by the Service Provider are the following:

- Internet browser (up-to-date version and officially maintained by the provider): Google Chrome, Microsoft Edge or Mozilla Firefox
- Networks :
  - HTTPS protocol authorization, port 443
  - Authorization of the Service URL
- These environments must always be supported by their respective providers and installed on operating systems still and always supported by their respective providers.

As these versions evolve regularly, we recommend the prior validation of your environments before implementing the Service.

In particular, the standard connectors with third-party applications are compatible with the following versions of the solutions:

- E3, E5, Standard or Premium Office 365 license for the use of the Word add-in and its installation in Office365 and more generally the conditions provided: <https://learn.microsoft.com/en-us/office/dev/add-ins/concepts/browsers-used-by-office-web-add-ins>
- Installation of the add-in in Office 365, Salesforce or Hubspot is the responsibility of the Client.

## Availability

The Service Provider guarantees a 99.90% availability of the Service. This availability is measured over a 3 months' period, excluding the cases of interruption mentioned below.

### Minor updates

Minor updates of the software and database structures may occur daily. Such updates will not cause the Service to be interrupted.

### Major updates

Major updates may require the Service to be interrupted (*e.g.* installation of new software, implementation of a new version with significant changes to the database, etc). They will occur at most twice a year. Updates of this type may cause the Service to be interrupted for a maximum of 24 hours. They will be planned, as far as possible, outside business days.

The Client will be notified by email at least 15 calendar days in advance. The Client may ask for these interruptions to be postponed briefly, in case of force majeure. The Service Provider undertakes to take this request into consideration, except in the event of a critical security issue for the Service.

## Service Support: available hours

The Service Provider provides, in French and English, assistance to Users. This support is available 24 hours a day, 7 days a week.

Support requests and Failure reports can be made by the Client by phone or e-mail. Detailed information in this

respect can be found in the Service on the “Support” button.

The Service Provider will diagnose the anomaly and then implements its correction within the deadlines mentioned in the table below.

### Guaranteed Response and Fault Repair Times

The Service Provider guarantees the response time (GRT) and the fault repair time (FRT) in the event of a Failure:

Priority	Failure	GRT	FRT
1 - Urgent	Total interruption: malfunction preventing the use of the Service	1 hour	8 hours
2 - High	Blocking Failure: malfunction affecting the Service due to the failure to execute one or more important features	1,5 hours	24 hours
3 - Medium	Non-Blocking Failure: any malfunction that does not constitute a Blocking Failure, i.e. any anomaly that interferes with the normal operation of the Service	2 hours	96 hours

The Service Provider will choose the most appropriate means to correct the Failures: e.g. telephone assistance, application of a patch, visit by a member of its staff.

In case of Data corruption, the Service will be restored with the Data saved during the 24 hours preceding the interruption of the Service.