

EXHIBIT C – ON-PREM SERVICE LEVEL AGREEMENT (SLA)

SERVICES DESCRIBED HEREIN ARE ONLY APPLICABLE TO THE STANDARD VERSION OF HOPEX. IF THE CLIENT WISHES THEM TO BE APPLICABLE TO SPECIFIC DEVELOPMENTS AND CUSTOMIZATIONS, THE PREMIUM MAINTENANCE OPTION MUST BE SUBSCRIBED TO.

CLIENT IS ADVISED THAT REFUSAL TO MIGRATE TO A SUPPORTED VERSION, IN ADDITION TO NOT BENEFITING FROM MAINTENANCE SERVICES INCLUDING DELIVERY OF PATCHES AND EXPOSES TO SECURITY ISSUES. MEGA SHALL NOT BE LIABLE FOR ANY CONSEQUENCES THAT COULD HAVE BEEN AVOIDED HAD CLIENT MIGRATED TO A SUPPORTED VERSION OR ACCEPTED THE INSTALLATION OF A CORRECTIVE PACK OR HOTFIX.

1. DEFINITIONS

TERM	DEFINITION
Specific development / Customization	Any specific development or parameterization of HOPEX product which modifies functionalities according to Client's specific functional requirements. Modifications can relate to the data structure, screens, workflows, data access rules, interfaces requiring development, specific exports such as an intranet website or complex reporting requiring programming. User management and configurations made by end users (such as display preferences, queries, standard reporting features) are not addressed as customizations, but only basic configuration of the standard product.
Error	Behavior of Service which does not comply with Documentation. Any error should be reproducible, have clearly identifiable symptoms and generate functional consequences on the standard service.
Workaround	Alternative operating mode to overcome an Error.
Incident	Behavior which is not part of the standard operation of the services, and which interrupt the Service in production or decrease the quality of the Service.
Case	Instance used by MEGA technical support to follow an incident raised by Client.
Release or New Version	New version of the software, introducing new features and/or new solutions.
Fix	Such corrections are bundled in a Service Pack or sometimes provided through a Cumulative Update.
Service Pack	Updates to make HOPEX more reliable. SP provides a consistent set of fixes, as well as security and performance improvements applicable to a Release.
Cumulative Update	Set of Fixes created and provided by MEGA outside the context of a Release or a Service Pack. Cumulative Update usually respond to Critical Errors and can only be installed on the last Service Pack of a Release.

2. INCIDENT SEVERITY & RESPONSE TIME

SEVERITY	SITUATION	RESPONSE TIME & EXPECTATION
Critical	Significant degradation of one or more functionalities Critical business impact	Client contacted within 4 working hours. Daily continuous effort during working hours. Quick escalation to the technical support and to product managers. Quick allocation of appropriate resources. Set up of a remediation plan. Depending on the complexity of the Error, a Workaround may be provided to minimize operational disruption.
Moderate	Degradation of functionality. Work may continue satisfactorily, but impaired. Moderate business impact	Client contacted within 1 business day. Allocation of resources to maintain a constant effort during working hours. A remediation plan can be provided.
Minor	Minor degradation of one or more functionalities. No business impact.	Client contacted within 2 business days. Best efforts during business hours.

A response time is calculated from the day after Client notifies MEGA of Error via the Case Portal section of the MEGA Community (<https://community.mega.com>).

3. SCOPE OF THE MAINTENANCE AND SUPPORT SERVICES

3.1. Support services.

Support Services include fixing of any errors/incidents reported by the Client to MEGA.

Support Services are provided by MEGA to the Client via the Web.

For each error/incident, the Client must provide a description of the symptoms and all relevant data that will enable MEGA to carry out the necessary investigations. In order to optimize diagnostic efficiency, MEGA may request remote access to the Client's information systems.

Standard Support Services do not include on-site assistance. From time to time, subject to the prior Client's approval of technical and financial conditions proposed by MEGA, MEGA may intervene on the Client's site. The Client provides MEGA with free access to the Client's IT resources and sufficiently qualified personnel to provide any information MEGA may require. The Client makes available to MEGA Data required for support and ensures that it holds all intellectual property rights on third-party elements made available to MEGA.

3.2. Maintenance Services.

The Client is provided with Releases, Hotfixes, and CPs, as well as the related documentation, under the terms and conditions set out in the Agreement in forth between MEGA and the Client, such as Hopex lifecycle policy.

The Client is responsible for any implementation of content provided by MEGA in the course of the Maintenance. MEGA's services for such implementation is subject to a separate service agreement.

Training, maintenance of Client configurations, specific developments or customizations are not included in the Maintenance and Support Services.

4. OBLIGATIONS OF THE PARTIES

MEGA must:

- Ensure the availability of a competent and trained team.
- Provide 24/7 service on its Online Support System for tickets submitted, with the exception of MEGA's system maintenance periods.
- Warrant access to a hotline during working hours,
- Provide Maintenance and Support Services in accordance with the terms set out in this document.

The Client must:

- Appoint a maximum of three (3) experts trained in the use of the Software Package. Those contacts will be the only ones authorized to contact MEGA for Maintenance and Support Services. The Client's designated personnel must be able to perform at least the following functions:
 - Launching and stopping the Software Package.
 - Supervision of Software Package operation.
 - Implementation of procedures for backing up and restoring Product data.
 - Planning procedures for copying software data.
 - Planning replacement procedures in the event of an Incident.
 - Perform data check and recovery procedures.
 - Manage users and their assignment to the various profiles of the MEGA solution(s) making up the Product;
 - In the event of an Incident:
 - Declare a "Case" on the MEGA portal, providing all information related to conditions under which the Incident occurred.
 - If a security problem occurs, contact MEGA immediately by the most appropriate means.

- For the greater operational efficiency, participate in management and arbitration meetings organized by MEGA.
- Ensure that the Product is used only by Client personnel trained for its use, configuration and operation.
- Provide MEGA with the information useful for the provision of Maintenance and Support Services.
- Provide, where applicable, all up-to-date information on the Software Package environment, hardware and operating systems.
- Install maintenance items in accordance with MEGA's established procedures.
- Update any third-party software and operating systems as necessary, in order to install Releases, Hotfixes, CPs and Corrections.
- Provide, if necessary, the necessary resources to enable MEGA to intervene remotely, at its own expense.
- In any case, the Client shall provide MEGA in writing with all information relating to the conditions under which the malfunction occurred, as well as details of the last actions taken, and shall report to MEGA any unusual behavior of the Software Package prior to the occurrence of the malfunction.

5. EXCLUSIONS AND LIMITATIONS

MEGA's liability shall be limited or excluded in the following cases:

- Client's failure to follow instructions for use of the service as set out in Documentation and user's guide;
- Performance degradation due to Client network configuration and security devices;
- Unavailability of a Client's point of contact during an outage;
- Client refuses to promptly provide information (or authorization to access it) that might allow MEGA to fix an Incident or an Error;
- Client refuses to implement a corrective pack or hotfix supplied by MEGA, in particular for security purposes;
- Client refuses to migrate to a version of the Product supported by MEGA's lifecycle policy.

6. LIFE CYCLE POLICY

DEFINITION	DESCRIPTION
Release	The applicable support durations for each Hopex version are set forth in the MEGA Community support policy.
Full Support	Period during which Client receives maintenance and support services including enhancement of existing features, new features and products, and Fixes.
Limited Support	Period following the Full Support period, during which Client only Critical Incident may be fixed through Hotfixes only.

7. OPTIONS

7.1. Premium Maintenance

Object	Description
Premium Support	
Proactive monthly follow-up	Monthly meetings to report on Case resolution with a single point of contact
Monitoring of health indicators	Monthly review of health indicators including number of Cases & SLAs.
Maintenance of customizations	
Correction of configurations/customizations including documentation	Support and correct the modifications that have solely been made by MEGA. This also includes the modifications required to upgrade the service.
Upgrade management	
Upgrade-Functional validation	Perform functional validation of configuration after upgrading to the latest HOPEX version.
Manage the impact of minor releases on users	Assess the impact of any user upgrade change on the user base. This will result in activities such as communication with users and the identification of users who require additional training.

7.2. Adoption Package

Object	Description
Maturity assessment and monitoring	
Maturity assessment workshops	Functional workshops each year aimed at improving adoption, usage of HOPEX and value demonstration, based on MEGA maturity assessment methodology, including one presale expert and one CSM
Follow-up of recommendations	Monitoring of HOPEX adoption through key indicators. and implementation of expert recommendations
e-Learning	
eLearning sessions	eLearning sessions to increase adoption within the team

7.3. Hopex Administration

Object	Description
Access management	
Management of the HOPEX authentication mode	Manage HOPEX authentication mode of HOPEX users.
Manage business roles	Assign business roles. A business role defines the function of a person or a person group in the enterprise. A business role is defined at a repository level.
Manage person groups	Set up, remove and configure group of persons into a group which shares the same connection. A Person Group is a list of persons belonging to the same group.
User access/group management	Set up, remove, configure users, user group, user profile, access and authorization levels.
Define data access rules	Set up, remove and configure user authorization structures.
Reset a user password	Set/reset user password (this only includes password reset for MEGA users).
Content Management - User Work	
Manage duplicate objects	Identify duplicate objects (working with content owners), validate duplication and perform actions to remove duplicates i.e. merge or deletion.
Manage isolated objects	Identify isolated objects to allow assignment of ownership, identification for deletion, report of objects not on diagrams (where expected to be described by diagrams), report on objects not included in associations.
Manage objects for deletion	Delete objects, where the modelling user has no privileges to delete objects created outside of their current transactions. Objects can be marked for deletion by users.
Manage merge of objects	Merge objects (i.e. duplicates) within a repository.
Manage data access	Set up and maintain object authorization levels that allow/disallow modification of objects by a specific user/user profile.
Manage object protection	Activate or deactivate protection of specific objects within a repository.
Content Management - Administration	
Compare and align repository/subset of content	Compare and promote objects/scope of objects from separate repositories. The target repository can be aligned with the base repository.
Logical backup of content group	Create a logical baseline for a specific content group (scope i.e. library, project etc.), enabling the creation of independent baselines of segments of the repository content.
Manage libraries	Set up and maintain libraries and ensure a clear content structure within the repository. Libraries may be used to logically separate repository content.
Create queries and reports	Write queries that are registered and available to all users in the environment to re-use. Configure reports based on Report Studio capabilities.
Workflows management	Manage workflows transition to support object approval, authorization and movement. Monitor workflow actions and reassignments.
Data import	Manage regular import of data using existing XLS templates.
Incident management	
Manage internal support	Manage first level of support on Client's functional use Cases, in a custom platform context.
Manage Case follow-up	Create, prioritize and follow-up Cases with MEGA Technical Support. Provide them all the necessary elements to diagnose the issue raised.
Coaching and support	
Guidance	Provide best practices and standard guidance on HOPEX usage
Model transcription	Manage manual transcription of existing models (MS Word, PPT, Visio, ...) or of structured data (XLS format) to HOPEX Not applicable for mass loading.
Manage diagramming maintenance	Update existing diagrams based on a formalized change request. Manage impact on drawings from changes on core data concepts.
Guidance	Provide best practices and standard guidance on HOPEX usage
Integration and training of users	Integration and training of new users based on existing documentation and training materials.
EA Modeling	From interview of SME to validation of your EA asset on HOPEX diagrams
Users onboarding and training	Onboard and deliver training to new end-users based on existing Client training course and documentation.
Ongoing evolution	
Configuration	Evolution of existing configuration.

8. COMPUTATION OF TIME

When a period is stated in hours, it is computed 7 days a week and 24 hours a day.

When a period is stated in business hours, it is computed for each business day, from 9 am to 6 pm. Applicable time zone is the one for the location of MEGA's affiliate which is Client contractor.

The time of the event or notification that causes the period to begin is not be taken into account.

When a period is stated in business days, it is computed by considering only the days of the week, from Monday to Friday, excluding public holidays applicable to MEGA's affiliate which is Client contractor.

The day of event or notification that causes the period to begin is not be taken into account.

When a period is stated in months, it is calculated by considering the date.

The day of the event or notification that causes the period to begin is not be taken into account.

In the absence of a similar date, the period is extended to the following first business day, until midnight.

When a period is stated in hours, it expires at the end of the hour.

When a period is stated in days or months, it expires at the end of the last day at 12 am.

A period stated in days that would expire on a Saturday, Sunday or public holiday is extended to the following first business day, until midnight.

Notifications by registered letter with acknowledge of receipt shall be considered at the date of first presentation of the letter with acknowledge of receipt, the postmark as evidence.