SBS – Collection Management – Product Lifecycle and Support Policy

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1. Introduction

This Product Lifecycle and Support Policy (the “Policy”), established by SBS (the “Publisher”), sets out the Maintenance and Support terms applicable to the SBS – Collection Management Product (the “Product”), including, in particular, the Product versioning and lifecycle principles, as well as the Maintenance and Support levels and commitments.

The Publisher Policy shall apply pursuant to a duly executed agreement between the Client and the Publisher (the “Agreement”) or, failing a specific agreement, pursuant to the General Terms and Conditions of License, Maintenance and Professional Services for Clients holding a perpetual license, or the General Terms and Conditions of Subscription for Clients having subscribed to a services-based subscription offer (collectively referred to as the “Applicable General Terms”). Capitalized terms not defined in this Policy shall have the meaning assigned to them in the Applicable General Terms. In the event of any inconsistency between this Policy and the Applicable General Terms, the latter shall prevail, unless otherwise expressly agreed in the Agreement or the applicable Order Form.

The services described in this Policy are available to any Client having subscribed to a Maintenance and Support offer for the Product under an Agreement or an Order Form entered into with the Publisher or a distributor authorized by the latter (the “Client”). They cover Products deployed in a Client-Managed Environment, whether operated under a perpetual license with active maintenance or under a valid subscription.

2. Product Version Levels

The Collection Management Product corresponds to a complete and documented set of programs designed to be provided to multiple users for the same application or the same function, implementing processes created by the Publisher, some of which are patented. The Product consists of a common core and optional modules. Any improvement to the Product delivered under the maintenance agreement, in any form whatsoever, shall be deemed an integral part of the Product.

2.1. Naming convention

A version is identified by a set of four tags: MM.mm.s.p

- Major Version reference tag, MM (example: V7)
- Minor Version reference tag, mm (example: 3)
- Service Pack reference tag, s (example: 2)
- Patch reference tag, p (example: D)

2.2. Major Version

A “**Major Version**” introduces significant functional or technical changes essential to the Product.

It builds upon the previous Major Version, incorporating all previously delivered Minor Versions, together with new functional and technical enhancements. It also includes all fixes delivered to date.

It may include new functional and technical modules.

A Major Version is released at the discretion of the Publisher. A Client holding an active maintenance agreement shall be entitled to receive the new Major Version at no additional cost under Evolutionary Maintenance or the subscription. The Client’s Major Version is limited to the modules and functionalities previously acquired by the Client under its license agreement.

Its installation is not mandatory, subject to the number of supported versions.

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For a Major Version, external interfaces (API, file flows, etc.), screens, and the data model may be impacted, thereby requiring adaptations to the integration performed by the Client. The Publisher shall provide, in its Documentation, the list of such impacts.

A Release Note is made available upon the release of the Major Version of the Product.

2.3. Minor Version

A "**Minor Version**" introduces functional or technical changes that generally do not restructure the product.

It builds upon the previous Minor Version, incorporating all previously delivered Service Packs, together with new functional and technical enhancements. It also includes all fixes delivered to date.

A Minor Version is released at the discretion of the Publisher, based on the definition of the Roadmap, the handling of regulatory matters, or the handling of security-related matters only on the latest published Major Version. A Client holding an active maintenance agreement shall be entitled to receive the new Minor Version at no additional cost under Evolutionary Maintenance. The Client's Minor Version is limited to the modules and functionalities previously acquired by the Client under its license agreement.

Its installation is not mandatory, subject to the number of supported versions.

For a Minor Version, external interfaces (API, file flows, etc.), screens, and the data model may be impacted, thereby requiring adaptations to the integration performed by the Client. The Publisher shall provide, in its Documentation, the list of such impacts.

A Release Note is made available upon the release of the Product Version.

2.4. Service Pack

A "**Service Pack**" contains all fixes delivered (Minor, Major, or Blocking) for the Minor Version since the last Service Pack published for that version. It thus consolidates all Patches published since the last Service Pack. If all Patches have been installed, the Service Pack does not need to be installed.

It may also include a set of "non-structuring" new functionalities, meaning functionalities that are entirely transparent to the Client who did not request them.

A functionality is deemed "**non-structuring**" if it strictly complies with all of the following constraints:

- it does not modify the Product's external interfaces,
- it does not modify the existing database schema, other than the creation of new tables,
- it does not modify the default behavior of the application.

Unless otherwise stated, new functionalities are disabled by default.

A Service Pack is released at the discretion of the Publisher, for each Minor Version currently under maintenance. A Client shall be entitled to receive a new Service Pack at no additional cost under Corrective Maintenance.

Its installation is not mandatory but is required in order to benefit from all fixes and requested enhancements.

Its content/scope is cumulative with that of previous Service Packs. It is therefore necessary to install all Service Packs in their order of publication.

Its installation is performed using an installation tool provided by the Publisher, ensuring a secure deployment.

To avoid any regression, when upgrading a Service Pack, the Client shall deploy in production the latest Service Pack available for its Minor Version.

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3. Fix Levels

Collection Management provides two levels of fixes: the **Patch** and the **Hotfix**.

3.1. Patch

A Patch is a delivery designed to resolve specific issues, such as Defects, security vulnerabilities, or other flaws identified in the Product. Unlike Product Versions, which may introduce new functionalities or significant changes, Patches are intended to provide fixes within the Product.

It may also include a set of “non-structuring” new functionalities, meaning functionalities that are entirely transparent to the Client who did not request them.

Unless otherwise, a functionality is deemed “**non-structuring**” if it strictly complies with all of the following constraints:

- it does not modify the product’s external interfaces,
- it does not modify the existing database schema, other than the creation of new tables,
- it does not modify the default behavior of the application.

New functionalities are disabled by default.

A Patch is not cumulative. The installation of a Patch requires that all previous Patches of the Service Pack be installed.

Patches are provided to all Clients at no additional cost under their Subscription or Corrective Maintenance. Clients shall apply the latest available Patch in order to benefit from all requested fixes.

A Release Note is made available upon the release of the Patch.

3.2. Hotfix

A Hotfix is a delivery that is developed and released quickly to urgently resolve a specific and critical issue in the Product. Unlike regular Product updates, such as Versions or Patches, which may introduce new functionalities, enhancements, or issue fixes, a Hotfix specifically aims to resolve or reduce the impact of a particular issue in the Product that significantly affects the functionality, security, or stability of the Product.

When no Workaround is available, a Hotfix is quickly implemented to restore service quality for critical functions that have a direct impact on operations, brand, and finances, and/or to prevent data loss for the Client.

A Hotfix may only be applied if the Client has installed the latest Patch level of the version.

4. Version Management Principle

4.1. Provision and installation of new versions

Under a license purchase with Evolutionary Maintenance or a Subscription, the Publisher makes available to the Client the Service Packs and the new Major and Minor Versions of the Product when they become available. The frequency and content of the Service Packs and the new Major or Minor Versions are determined by the Publisher.

A Minor Version is generally released on an annual basis and only on the latest published Major Version.

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The installation of Service Packs and new Versions is the responsibility of the Client. The same applies to all additional work required to bring the Service Packs and new Versions into service. Should the Client wish to request the Publisher to take over the installation, this service shall be the subject of a separate agreement setting out the terms and conditions, including financial terms.

Under Evolutionary and Adaptive Maintenance, the Publisher makes the adaptations available only on the latest Minor Version of the Product.

The Client may decide whether or not to install the Service Packs and the new Minor Versions made available by the Publisher. In this respect, the Client undertakes to bear alone the consequences of not systematically, correctly, and fully installing the Service Packs or the new Major or Minor Versions made available by the Publisher.

Access to the Product's options and capabilities is limited to those already subscribed to in the Agreement. Any new Product option or capability not covered by the license or the Subscription may be subject to an associated fee.

The release of new versions may also occur on a more or less intensive schedule in the event of a change to the scope of each version, for example to take into account regulatory requirements with a strongly constrained implementation date. In such cases, the Publisher Policy continues to apply in substance, but according to a schedule adapted to the regulatory context.

The addition of new functionalities and security enhancements may require significant changes to the Product. These changes may affect the Product's external interfaces, in particular business services, APIs, and configuration files. Consequently, it is not always possible to ensure full backward compatibility with a new version of the Product due to technical limitations; the backward compatibility of new Product versions is not systematically guaranteed.

In addition, a new Product version may require updates to the system prerequisites in order to maintain continued compatibility and optimal functionality.

Non-regression tests are performed regularly on factory data in order to ensure the stability and reliability of the Product as part of our testing procedures.

A Release Note is made available upon the release of the Product Version.

4.2. Standard maintenance period

A Minor Version is maintained until the end of the sixth year following its provision to all of its Clients by the Publisher.

A Major Version is maintained as long as an associated Minor Version is maintained.

If the Client keeps a Version in production beyond the Standard Maintenance period, it enters an Extended Maintenance period.

4.3. Extended maintenance

Where the Client decides to keep in production a Product Version that is no longer covered by the Standard Maintenance services, the Publisher may, at the Client's request and expense, provide a specific corrective maintenance service (the "Extended Maintenance").

Extended Maintenance covers exclusively:

- The Support service: access to the service (hotline & Support Site) limited to Blocking Incidents (**P1**) and Major Incidents (**P2**).
- Corrective Maintenance: correction of Blocking Defects (**P1**) and Major Defects (**P2**), detected and reported by the Client via the Support Site.

Adaptive and Evolutionary Maintenance are excluded from Extended Maintenance, as is any service-level commitment.

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Unless otherwise specifically agreed, Extended Maintenance is subject to a surcharge of twenty-five percent (25%) applied to the annual standard maintenance fee, at the list price in effect at the time of subscription.

It is subscribed to for a term of one (1) year, renewable once only for an identical term, i.e., a maximum term of two (2) consecutive years. Beyond this period, the version concerned reaches its end of life: the Publisher ceases to provide any maintenance and support service, and the Client may no longer claim any fix, update, or technical assistance in respect of that version.

4.4. Version upgrade procedures

The procedure for migrating the application's data upon the installation of a version is included where it concerns an upgrade to a directly higher version (Minor Version to the next Minor Version, or the latest Minor Version to the next Major Version).

Where the Client wishes to skip versions without installing the intermediate versions, it may order from the Publisher a specific "version skip" package. The implementation of this version skip package is not included in Evolutionary Maintenance and shall be subject to special pricing.

4.5. Interface versioning and backward compatibility principles

For streamlined integration with the information system or third-party software, it is essential to have interfaces with well-defined contracts. The most common types of interfaces are file flows, APIs (application programming interfaces), messages, and events.

To ensure effective lifecycle management and the backward compatibility of any interface exposed by the Product for integration purposes, a comprehensive API version management system is in place, covering both Minor Versions and Major Versions.

- **API Minor Version change:** a minor version is designed to be backward compatible, meaning that it provides enhancements or additional functionalities without impacting existing integrations. Users can adopt the new version seamlessly without modifying their current integration.
- **API Major Version change:** a Major Version may include breaking changes that require modifications to current integrations. It may introduce enhancements or substantial changes that require a thorough impact analysis when transitioning to the new Major Version. Consequently, a major API version change may lead to the setting up of a dedicated implementation project, for which the integration cost is not included in the Subscription fee.

Transition period for Major Versions:

By default, unless otherwise stated in the Product Description, in the case of a new Major Version (X+1) of an interface (e.g., API), our commitment to Client satisfaction and to a smooth transition is reflected in a structured approach:

- **Backward compatibility period:** the Product continues to support the previous Major Version (X) of the interface for backward compatibility purposes for the two following Product versions. This gives Clients sufficient time to adapt their integrations to the new Major Version. This period may be reduced in the event of regulation-related changes.
- **Removal in the 3rd Product version:** after the period of two Product versions, in the 3rd Product version, the previous Major Version (X) of the interface is permanently removed from the Product.

This strategy aims to reconcile innovation and stability, offering our users the flexibility needed to adopt new functionalities at their own pace, while ensuring a smooth and supported transition between the main versions of the interface.

To help Clients anticipate the impacts, the changes introduced by a Major Version of the interface are communicated to Clients in production.

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5. Maintenance Principles

5.1. Corrective Maintenance

5.1.1. Description

Under Corrective Maintenance, the Publisher undertakes to correct Defects relating to the latest Product Version.

The Publisher will also correct Defects relating to any maintained Product Version. Product enhancement needs related to any type of external constraints (regulatory, technical, or market-related) are not covered by Corrective Maintenance and are therefore not considered Defects.

In the event of a Defect, the obligations of the Client and the Publisher are allocated as follows:

The Client:

- detects an Incident;
- ensures that it is indeed an Incident causing a Defect in the Product and that it is able to reproduce it;
- communicates the Incident to the Publisher electronically, via the Support Site, describing it in a detailed manner;
- ensures that it has qualified staff to assist the Publisher in the qualification of the Incident and the correction of Defects.

The Publisher:

- takes on the examination of the Incident, provided that the Incident has been sufficiently described by the Client and is reproducible;
- responds to the Client's Support Contacts through the Support Site, communicating the registration number assigned to the report and the time of receipt of the request, and providing an indication of the timeframe within which a Hotfix or a Correction will be available;
- takes on the actual Correction of the Defect;
- makes the correction available to the Client, either individually via a Hotfix or as part of a Patch or a Service Pack, depending on the criticality of the Defect.

Only Blocking Defects (P1) and Major Defects (P2) may be the subject of a Hotfix or a Patch.

Minor Defects (P3) will be corrected only in the Service Packs.

The Publisher reserves the right to modify its internal maintenance organization in the manner it deems most appropriate, it being understood that in all cases the Publisher will continue to ensure the level of service and quality towards the Client, as defined in the Agreement.

In the event that the Client has used the Product in a manner not authorized by the License Agreement, the Publisher shall no longer be required to provide maintenance for it.

5.1.2. Installation of the correction

Whether it concerns a correction by Hotfix, Patch, or a Correction integrated into a Service Pack, the installation of the correction is the responsibility of the Client. The latter shall install the Corrections in their order of publication, exclusively using the tool made available by the Publisher.

The Client is not authorized to modify the received package or to partially install this package.

Should the Client wish to request the Publisher to take over the installation, this service shall be the subject of a separate agreement setting out the terms and conditions, including financial terms.

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The Client decides whether or not to install the corrections made available by the Publisher. It shall bear alone the consequences of not systematically installing all the corrections made available to it.

5.2. Evolutionary and Adaptive Maintenance

Under Evolutionary and Adaptive Maintenance, the Publisher makes available to the Client the new Minor Versions and Service Packs developed on the Major Version maintained by the Publisher. These cover functional or technical enhancements to the Product decided by the Publisher, as well as adaptations to the Product made necessary by changes to the System, including in particular the discontinuation of maintenance and support by their publishers of the versions used of the system software required for the use of the Product (database management system, operating system, application server, etc.). Provided that the publisher of one of these software programs has announced, with sufficient advance notice, the discontinuation of support for a version of its product, the Publisher will qualify the Product on a new version of that product so as to be able to announce the qualification of the latest Product Version before the discontinuation of support for the version of the software concerned.

To benefit from the provisions of the Agreement, the Client undertakes to operate the Product only with the versions of the system software qualified by the Publisher, listed in the technical prerequisites documentation and officially maintained by their publisher. This document sets out the dependency of certain Product modules on third-party products for which the acquisition of a right of use is the responsibility of the Client.

Maintenance concerns only the modules covered by the License Agreement and, in this respect, does not cover the provision of, and/or the granting of rights over, new modules, even if the development of these results from external constraints (regulatory, technical, or market-related).

5.3. Handling of Product enhancement requests – Demand management

The Client may submit a Product enhancement request to its dedicated contact at the Publisher. The Publisher undertakes to inform the Client of the outcome of its request, which may give rise to a quote from the Publisher. However, the Publisher shall also be entitled to request the Client to carry out an additional service, at the Client's expense, in order to define the impacts related to the Client's Product enhancement request.

The decision to carry out, and the possible choice of implementation of, the Product enhancement to be performed rest exclusively with the Publisher. Enhancements, carried out through Standard Developments, are made available only in the latest Minor Version of the Product.

The Client may request assistance for the implementation of the enhancement. This service shall be the subject of a separate agreement setting out the terms and conditions, including financial terms.

6. Support Description

6.1. Definition

"Support" refers to the handling by the Support Center of the Incidents reported by the Client's Support Contacts in its production environment, in accordance with the terms and conditions described in the Special Conditions.

6.2. Client obligations

The Client shall designate, among its staff, one person referred to as the "Primary User", who will act as the Publisher's main point of contact, and no more than three (3) persons authorized to contact the Support Center.

The authorized persons shall have been trained and be experienced in the use of the Product.

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The Client shall inform the Publisher in writing of any change to the Client's Support Contacts.

All Incidents shall be the subject of a ticket opened on the Support Site. This opening may be followed by exchanges by telephone and via the Support Site. The Support Center's contact details are set out in the Special Conditions.

Any production deployment involving a change of Minor or Major Version shall be subject to prior validation by the Publisher, at least three (3) months before the production deployment.

6.3. Standard SLA levels

6.3.1. Publisher Support

The Publisher Support team is located in Rodez (France). Its hours are as follows:

- Days: Monday to Friday, excluding public holidays in mainland France
- Business hours: 8:30 a.m. to 5:30 p.m. (mainland France time)

The procedures for accessing support are as follows:

- The support web portal, available 24 hours a day, 7 days a week, which should be used as the primary means for reporting and tracking incidents: https://support.sbs-software.com/
- Email address: evolancollectionsupport@sbs software.com
- Hotline: +33 (0)5 32 86 01 08

6.3.2. Definitions

a. Incident

An unplanned interruption of a service or a reduction in the quality of a service.

b. Defect

Any malfunction of the Product that prevents the execution of one of the functionalities provided for in its Documentation, exclusively attributable to the Product, reproducible, and documented.

c. Priority

Priority is the result of a calculation between:

- **impact**: the level of performance degradation of processes: the number of users impacted and, for each user, the level of degradation of their performance,
- and **urgency**: the deadline by which business organizations imperatively need a resolution: the period after which the degradation of business results will become critical for the organization.

Impact / Urgency	High	Medium	Low
High	**P1**	**P2**	**P3**
Medium	**P2**	**P3**	**P4**
Moderate	**P3**	**P4**	**P4**

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P1 (Blocking):

A generalized Incident with a major impact on the Client's operations, affecting all users of the same geographical entity or application service, rendering the use of an essential functionality of the Product or of the Solution as a whole impossible.

P2 (Major):

An Incident causing significant limitations or restrictions in the use of one or more essential functionalities of the Product or of the Solution as a whole.

P3 (Minor moderate):

An Incident without a major impact on the use of the Solution or the Product, or causing non-major limitations or restrictions in the use of one or more functionalities of the Product or of the Solution.

P4 (Minor low):

An Incident with no impact on the use of the Solution or the Product that constitutes a disturbance for the user, but for which an alternative or a possible fix exists.

d. Response time

The timeframe covering the period between the submission of the complete ticket to Support and the start of the first-level investigation by a support engineer.

e. Investigation time

The timeframe corresponding to the investigation of the ticket by Support and resulting in:

- A configuration / documentation solution

and/or

- A Workaround

and/or

- The confirmation of a Defect

f. Correction time

The timeframe corresponding to the development and delivery of a permanent fix (Patch or SP) or a sustainable Workaround. The timeframe starts and is subsequent to the investigation (identification of the Defect).

g. Workaround

Refers to the provision of a temporary palliative solution that makes it possible, without being unduly burdensome for the user, to eliminate the consequences of the Incident or to limit its impact on the Client's operations. A Workaround is not necessarily a permanent Correction of the Incident.

h. Correction

A fix provided by the Publisher in order to permanently remedy a Defect; it may be delivered in the form of a Patch or a Service Pack.

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6.3.3. Standard service levels

	P1 – Blocking	P2 – Major	P3 – Minor	P4 – Minor
Response	2 hours	8 hours	5 days	5 days
Investigation	4 hours	2 days	As agreed with the Client	As agreed with the Client
Correction	5 days	10 days	As agreed with the Client	As agreed with the Client

For the purposes of this Publisher Policy:

- "Business Day": any day of support opening).
- "Business Hour": any hour within the time window of the support opening.

Unless expressly stated otherwise, all timeframes indicated in the quality tables above shall be expressed in Business Hours.

Any Incident reported outside Business Hours shall be deemed recorded at the start of the next Business Hour.

The Response, Investigation, and permanent Fix timeframes are cumulative: the timeframe of each step runs from the completion of the previous step.

The timeframes above measure exclusively the processing time by the Publisher. The following, in particular, are excluded from the count :

- the Client's response times or times for providing information;
- the times for the Client to make available access to the Managed Environment or data to reproduce the incident;
- any period of suspension of processing resulting from a request or an action by the Client.

7. Publisher Roadmap

7.1. Overview

The Publisher roadmap is a steering tool that links the Product to the market it addresses.

It presents the Product's evolution strategy with a forward-looking vision.

It contains:

- The major new functionalities in which the Publisher invests.
- The content of the next published versions.
- The Product Roadmap constitutes confidential information of the Publisher within the meaning of the confidentiality provisions of the Agreement or the Applicable General Terms. Consequently, the Client shall refrain from disclosing, reproducing, or communicating to any third party whatsoever, directly or indirectly, all or part of the content of the Roadmap – in particular the strategic directions, the envisaged functionalities, and the provisional delivery schedules – without the prior written consent of the Publisher.

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8. License control and usage metrics

The Product incorporates a license control system that conditions its use on the rights granted to the Client in the applicable Agreement or Order Form. This system verifies, in particular:

(a) the activated modules – only the modules acquired by the Client are accessible;

(b) the Usage Metrics (number of concurrent users or any other metric defined in the Agreement or Order Form) – any exceeding of the authorized threshold results in the automatic blocking of the excess accesses.

A license key, corresponding to the rights thus defined, is assigned to the Client for each Managed Environment.

9. Amendments to the Publisher Policy

The Publisher reserves the right to update this Policy in order to adapt it to regulatory, technological, or security-related developments, or to software industry practices. Any update shall be published at https://sbs-software.com/product-lifecycle-support-policy/ and shall take effect upon such publication, including with respect to Agreements in progress.

10. Technical Prerequisites

The Publisher provides documentation specifying the technical prerequisites required to operate the Product and with which tests have been performed.

If a Client wishes to have compatibility with a particular technical prerequisite, an adaptation of the Product and tests may be performed. This shall be subject to specific invoicing.

The Publisher shall not be held liable for changes, incompatibilities, or end-of-support decisions made by third-party software publishers.

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