



RETAIL

TERMS OF SERVICES

Yourcegid Retail On Demand

Yourcegid | **RETAIL**
Solutions de gestion | **ON DEMAND**

TERMS OF SERVICES

YOURCEGID RETAIL ON DEMAND

ARTICLE 1: DEFINITIONS

The terms defined below have the following meaning in singular and plural. Except as otherwise provided in this Terms of Services capitalized terms not defined herein shall have the same meaning as in the article “Definitions” of the Agreement:

Anomaly: means a defect, malfunction, or Service reproducible non-compliance with its Documentation. Anomalies the must be qualified by Cegid are classified into three categories.

- **Critical Anomaly:** Anomaly reproducible by Cegid which makes it impossible to access or use one or more critical front office collection functionalities of the Service and for which there is no technical or organizational workaround solution.
- **Major Anomaly:** Anomaly reproducible by Cegid which makes the access or use of one or more essential functionalities of the Service inoperative and for which there may be a technical or organizational workaround.
- **Minor Anomaly:** Anomaly reproducible by Cegid which does not have the characteristics of an Anomaly at a different level of criticality..

Business Day: means a day from Monday to Friday which is not a public holiday.

Maintenance Window: means the period of time during which the Service may be down for maintenance in accordance with the provisions of this document.

Request: means any reproducible incident met by the Client when using the Service and any Anomaly reported to Cegid by the Client.

Support: means the assistance with the use of the Service standard application functions. Support shall be provided by Cegid only if the Users have been previously trained to use the Service along with the Updates and if the Client has the technical devices allowing remote assistance

Updates: refers to enhancements provided to the Service standard application functions, and decided unilaterally by Cegid, with regard to functional changes and provided that such adaptations or evolutions do not make it necessary to rewrite a substantial part of the standard application functions. The Updates also include the correction of Service Anomalies, and their Documentation.

Urgent Maintenance: refers to the Service interruption, outside Maintenance Windows, due to the application of security patches or fixes or any other critical maintenance.

Worked hours: means the Support hours of operation defined on the Portal or such other URL as specified by Cegid.

ARTICLE 2: PURPOSE

These Terms of Services are part of the Agreement, in accordance with Article 2 "Definitions and Interpretations" of "General Terms of Sale and Service." These Terms of Services describe the provisions applicable to the Service which prevail over the provisions included in the "General Terms of Sale and Service."

PROVISIONS CONCERNING THE SCOPE AND THE AVAILABILITY OF THE SERVICE

ARTICLE 3: CONTENT OF THE SERVICE

The actual scope of the Service ordered (functional modules, number of Back-Office named users, number of POS,..) is specified in the Part 1 "Description of the items ordered" of the Agreement.

ARTICLE 4: LIMITATIONS OF THE SERVICE

Service is available in Mainland France, Andorra, Belgium, Denmark, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, United Kingdom, Spain, Sweden and Switzerland.

Support and maintenance of standard application functions does not include the provision of adaptations and/or evolutions that may become necessary under the applicable law and/or regulation except under the terms of the country package purchased by the Client within the conditions defined under Article 13 "Country Package".

Client may retain history of movements covering the past three years, i.e. the current year and the previous two years. Anterior movements, except for the data that must be retained for tax purposes, will have to be wiped by the Client. Cegid will provide the Client with the necessary tools to perform this task.

The Client acknowledges that the performances of the Service are optimised for a traffic of one hundred (100) tickets per minute and that beyond such threshold Cegid can be required to limit or reduce the Service in order to ensure a quality of service to all Users of its Clients. In such case, Cegid commits to inform the Client.

The Service includes a production folder (base) and a test folder (base). The test folder limits are those described below:

- Same application scope and same functional scope as the production folder;
- Initialization of the test folder at the Client's request by loading a copy of the data contained in the production folder;
- Update of the data contained in the test folder data by loading a copy of data contained in the production folder within the limit of four updates per year and upon request of the Client; Any request for additional update will be charged;

As standard, the option Yourcegid Retail Omnicanal includes a maximum number of orders/month as defined in the Part 1 "Description of the items ordered" of the Agreement. Any overuse above these limitations shall cause Cegid to revise the Services monthly fee pursuant to the rate in effect at such time.

The "Task Scheduler" functionality is only available in the Advance version. Cegid reserves the right to modify its implementing conditions as set by the Client in view of production constraints. In such case, Cegid commits to inform the Client.

The Yourcegid Intelligence service is only available on the production folder (base) and the data is automatically refreshed each day.

No Specific Development can be included in the Service or made accessible as part of the Service.

ARTICLE 5: ACCESS TO THE SERVICE

The Service is open 24 hours a day, except during Maintenance Windows and in case of Urgent Maintenance.

Maintenance Window is defined as follows:

- Every night from 12:00 AM to 7:00 AM (Central European Time CET / Central European Summer Time CEST);
- Every Sunday and French public holidays;
- Maintenance that Cegid schedules at least 48 hours in advance.

The Urgent Maintenance may intervene at any time. In this case, Cegid undertakes to keep the customer informed.

ARTICLE 6: SERVICE AVAILABILITY

Cegid is committed to providing an availability rate of at least 99% for the Service.

Service availability is defined as the possibility to access and to connect to the Service and is guaranteed over a reference period (RP) covering the time period from 07:00 AM to 08:00 PM (Central European Time CET / CEST Central European Summer Time) from Monday to Saturday (except French public holidays).

DT refers to the downtime of the Service, which does not include interruptions related to (i) the Maintenance Window (ii) Urgent Maintenance; (iii) Force Majeure event; (iv) interruptions caused by equipment provided by the Client (or Client' suppliers); or (v) interruptions linked with a system that is outside the scope of the Service, including without limitation the Client's telecommunications network.

The availability rate (AR) is calculated on a monthly basis:

$$AR = (RP - \text{sum of DT}) / RP * 100 \text{ [\%]}$$

The sole production environment, excluding any other environment, is subject to availability rate mentioned above.

TECHNICAL PROVISIONS RELATED TO THE SERVICE

ARTICLE 7: LOCALISATION OF CLIENT DATA

To date, Client Data is located in one or more sites based in one or more countries of the EEA.

The Client is informed and accepts that Client Data may be transferred, stored or processed outside the EEA. These data transfers are governed by standard contractual clauses resulting from the Decision 2010/87/EU of February 5th, 2010 (for the transfer of personal data to processors) of the European Commission

ARTICLE 8: REQUIRED INFRASTRUCTURE TO OPERATE THE SERVICE

The Service is operated in a secure environment, ensuring control over the environment (air conditioning, fire prevention system, etc.), emergency and redundant power, high physical security, remote network connectivity, as well as data storage and data protection.

ARTICLE 9: SECURITY OF THE ACCESS TO THE PREMISES

The wording of Article 9.2 of the "General Terms of Sale and Services" is replaced by the following wording:

Access control mechanisms to the premises are in accordance with the security procedures implemented by the infrastructure operator.

ARTICLE 10: SERVICE ADMINISTRATION AND SUPERVISION

The services provided are:

- Installation, maintenance and upgrading of operating systems, database management systems, monitoring, operating and optimization software;
- The definition and implementation of safeguarding policies;
- Proactive and responsive actions to optimize and improve the Service.

ARTICLE 11: BACKUPS AND RECOVERY MANAGEMENT

In the event of a damage occurring on the infrastructure operating the Service, Cegid is committed to recovering, as soon as possible, the Service on the basis of the most appropriate backup.

Cegid is responsible for the conduct of backups and recovery in order to secure Client Data.

Client Data backups are done in two copies stored in two different places. They are performed both on daily and monthly cycles as below:

| Backup Type | Frequency | Retention Period |
|--------------------|--------------------------------------------|-------------------------|
| Daily | Each night | 7 calendar days |
| Monthly | Each 1 st week-end of the month | 2 months |

A restoration can be carried out at the request of the Client on the basis of one of these backups, during their retention period.

In the event of a damage occurring on the infrastructure operating the Service, Cegid is committed to recovering, as soon as possible, the Service on the basis of the most appropriate backup.

ARTICLE 12: UPDATES

12.1. The Updates are classified into two categories:

- New versions that involve a change in the version numbering of the Service standard application functions;
- Patches.

Are expressly excluded Updates and/or new versions:

- Of the Specific Report. Specific Report refers to any unavailable state or dashboard as standard in the Service that the Client has chosen, on its own initiative, to realize and define parameters or to make realize and make define parameters, with or without Cegid's assistance, and to use alone;

- Of Specific Development. Specific Development refers to the computer programs designed and produced by Cegid for the Client according to its needs and/or those the Client produced on its own initiative for its own needs.

12.2. Cegid shall perform Service Updates, without the prior approval of the Client. Any technical documentation in relation with Updates will be made available by Cegid by postal mail and/or through the Portal and/or by any other appropriate means.

Cegid undertakes to inform in advance the Client of dates of Updates implementations (except for patches) by mail and/or through the Portal and/or by any other appropriate means.

The Client is informed that some Updates, because of their content (functional or ergonomic changes) or of their technical complexity (which may induce, albeit non-exhaustively, lead to changes in configuration) may require the performance of Professional Services (including training). Cegid undertakes to inform the Client prior to the provision of such Updates.

The Client is informed that the performance of Professional Services is not included in the provision of Updates.

The Client is also informed that for each new Update, Specific Report may not be any longer compatible or operational. For each Update, each Specific Report may be made operational only after Cegid express approval and upon Cegid billable intervention at the rates then applicable.

ARTICLE 13: COUNTRY PACKAGE

Yourcegid Retail Y2 is an international product, for which the Client has subscribed to Services. For a number of countries, Cegid offers a Localized version of the Cegid product Yourcegid Retail Y2.

“Localization “: refers, for a number of countries, to a set of functionalities of Cegid product Yourcegid Retail Y2, developed by Cegid at its sole discretion, in order to take into consideration local specificities as described in the last version of the Country Package Book available and downloadable on the Portal as may amended from time to time by Cegid. The verb “Localize” and its variants should be used and interpreted in view of this definition.

The Client must have acquired the “Country Package” modules corresponding to the selected countries to benefit from the Localized version of the Cegid product Yourcegid Retail Y2.

The maintenance of the Localized version of the Cegid product Package Yourcegid Retail Y2 includes (i) the provision of the changes made to the Localization, unilaterally decided by Cegid and (ii) the correction of possible anomalies of the Localization with regards to its Country Package Book, to the exclusion of any installation or/and integration services which remain the sole responsibility of the Client.

ARTICLE 14: USER ADMINISTRATION

There are two types of user accounts:

- Access accounts that allow access to the Service, and

- Applicative accounts that allow the use of the Service.

Creation of the administrator's access account is Cegid's responsibility and shall be made according to the Client's instructions provided before the signature of the Contract. The management of the other access accounts and of all the applicative accounts is the Client's responsibility. The Client creates and removes such accounts. The initial password is automatically assigned by the Service and can be modified by the user.

The allocation of the associated rights in the Service are the Client's responsibility.

As regards to the "Omnicanal" and "Mobility" services, an applicative account is created at the Service implementation. It is then up to the Client to modify and duplicate this account in order to provide access to its partners.

As regards to Yourcegid Retail Intelligence service, the applicative accounts rely on the Portal's Users accounts. The Client acknowledges and accepts that the rights and obligations of the Users regarding the administration of these Users' accounts are governed by "Terms of use" of the Portal and the General Terms of Sale and Service of the corresponding Service(s).

The allocation of the associated rights to the applicative accounts in the Service Yourcegid Retail Intelligence is made by Cegid according to the Client's instruction and chargeable on the basis of the current rate.

The Client must ensure that accounts and associated passwords are not disclosed to unauthorized persons. In case of theft or misappropriation of such accounts, the Client shall deactivate them from the Service.

SUPPORT SERVICES POLICY

ARTICLE 15: DESCRIPTION OF THE SUPPORT

15.1 - GENERAL DESCRIPTION OF SERVICES PROVIDED

Cegid undertakes to provide the Client with the Support via an access to the Portal and by phone.

15.2 - PORTAL ACCESS TO SUPPORT

a) General description of the services provided.

Portal access to the Support will allow the Client to benefit from the following services:

- Possibility for the Client to make a Request in writing in the space dedicated for this purpose on the Portal;
- Possibility for the Client to track the processing of their Requests;
- Possibility for the Client to access statistics on Support use over a given period;
- Possibility for the Client to consult the technical information provided by Cegid.

b) Specific rules for performance of the Support

Requests will be recorded in Cegid tools to ensure traceability and will be treated depending on their criticality.

In order to facilitate the Support implementation, the Client agrees to accurately describe its Request and the situation he encounters (description of the context, error messages, sequencing of the different menus, etc) by documenting, where applicable, with any means at its disposal, in order to enable Cegid to reproduce and qualify any incidents and/or Anomalies brought to its attention.

Cegid shall acknowledge receipt of the Request in electronic form.

In the event no reply and/or immediate support is provided, the Request shall be processed by Cegid within eight (8) Worked hours from the moment the Request is registered during Worked hours.

Worked hours are detailed on the Portal.

Cegid undertakes to comply with the above-described time frame of eight (8) Worked hours for at least 75% of Requests. Compliance by Cegid will be evaluated every twelve (12) consecutive months, starting at the commencement date of Support, and involves compliance by the Client with its obligations.

15.3 - TELEPHONE ACCESS TO SUPPORT

Telephone access to Support allows the Client to formulate its Requests to a Cegid call center.

Cegid Telephone Support will receive Requests during Worked hours on a Business day. Telephone Support is accessible by the Client at the hours specified on the Portal.

The cost of phone calls will be borne by the Client.

Requests will be recorded in Cegid tools to ensure traceability and will be processed depending on their criticality.

In order to facilitate the Support implementation, the Client agrees to accurately describe its Request and the situation he encounters (description of the context, error messages, sequencing of the different menus, etc) by documenting, where applicable, with any means at its disposal. This will enable Cegid to reproduce and qualify any incidents and/or Anomalies brought to its attention.

In order to provide answers, Cegid will either take directly the Client's call, or call back the Client, or use electronic means of communication.

In the event no reply and/or immediate support is provided, the Request shall be processed by Cegid within eight (8) Worked hours from the moment the Request is registered.

15.4 – SPECIFIC RULES FOR ANOMALIES PROCESSING

At the end of the eight (8) Worked hours period, Cegid shall proceed to the qualification and the reproduction of the Anomaly.

Afterwards, Cegid shall:

- Provide the Customer with a corrective action plan within twelve (12) Worked hours in case of a Critical Anomaly;
- Provide the Customer with a correction or workaround within a period of six (6) business days in case of a Major Anomaly.

Regarding Minor Anomalies, Cegid will not be bound by any timeframe to provide correction or a workaround.

15.5 - REDUCED TIMEFRAME 2 H

The Request will be performed by a Cegid technician, within two (2) Worked hours from the filing of the Request if it was made to the Support or the Portal between 8.30 AM and 5.30 PM a Business Day.

The shorter timeframe does not apply to standby service.

15.6 – SATURDAY EXTENDED SERVICE (9.00AM – 7.00 PM)

Cegid obligates itself to provide the Client an on-call service that enables the Client to file with Cegid its Request regarding the front office cashing features of the Service outside the Worked hours for telephone access to Support.

The standby service is provided by Cegid's staff in the possession of required means of telecommunication to process Requests on Saturdays from 9.00 AM to 7.00 PM.

The Client has been informed that the on-call service has more limited technical resources than Support, and is therefore not intended to replace the latter, but to make it possible, when the call center is not accessible, to initiate support for the Client's emergency calls regarding the front office collection functionalities of the Service, as well as process and handle same, to include the supplying of a workaround solution, if available (including the switch to standby mode with its limited features), and/or the classification and qualification of the failure for the purpose of providing a subsequent response.

15.7 - LANGUAGE USED FOR THE SUPPORT

As part of the standard support Services schedules, Cegid undertakes to have among its advisor team some staff with language skills who are able to understand the Requests and respond to them in the languages listed on the Portal.

The Request will be addressed by a Cegid technician with the required language skills. Where this technician is not available, Cegid undertakes to call the Client back within the applicable timeframe.

The expertise Support services (R&D, SaaS production) will only be provided to the Client in English or French.

END OF TERMS OF SERVICES WHICH CONSIST OF 8 PAGES.