



## **Terms of Services**

### **Cegid Retail Advance**

March 2021

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possible**

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**cegid**

## Article 1: Purpose

The Terms of Service form an integral part of the Contract and describe the special provisions applicable to the Services. These provisions will prevail over the general provisions of the Contract in the event of contradiction and/or supplement the general provisions of the Contract.

## Article 2: Definitions

The terms defined below have the following meanings in the singular and the plural. Except as otherwise provided in these Terms of Service, any capitalized terms not defined herein will have the same meanings as in the “Definitions” article of the Contract.

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

- **Level 1 Anomaly:** Anomaly reproducible by Cegid which makes it impossible to access sales collection functions and for which there can be no technical or organizational workaround.
- **Level 2 Anomaly:** Anomaly reproducible by Cegid which makes access to or the use of one (1) or more essential functions of the Service inoperative and for which there may be a technical or organizational workaround.
- **Level 3 Anomaly:** Anomaly reproducible by Cegid which does not have the characteristics of a Level 1 or Level 2 Anomaly.

**Environment:** means a package grouping together all the software and infrastructure components required to provide the Service to one (1) Client. An Environment includes one (1) single Retail application version at a time and one (1) or more databases. All databases in an Environment are in the same version. A Client can have multiple Environments in different versions.

**Localization:** means, for a list of countries, a set of Service functions, developed by Cegid at its sole discretion, in order to take into consideration local specificities as described in the latest version of the Country Package Book available and downloadable on the Portal. The verb “To Localize” and variations thereof should be used and interpreted, in the context of the Terms of Service, taking this definition into account.

**Maintenance Window:** means the period of time during which the Service may be down for Planned Maintenance in accordance with the provisions of the Terms of Service.

**Opening Hours:** means the days and times during which Support is provided to the Client as indicated on the Portal and according to the level of Support subscribed for by the Client.

**Planned Maintenance:** means the maintenance of the Service that Cegid schedules at least forty-eight (48) hours in advance.

**POD or Point of Delivery:** means the production infrastructure of the Service.

**Request:** means any reproducible operating incident encountered by the Client when using the Service and reproducible by Cegid, and any Anomaly reported to Cegid by the Client.

**Specific Development:** means the computer programs designed and produced by Cegid in compliance with its established rules. Cegid reserves the right to refuse to deploy any specific development not compliant with the rules established by Cegid. A specific development may be designed and produced by Cegid, a partner or by the Client itself. Cegid is not responsible for the content of a specific development designed or produced by a partner or the Client.

**Specific Report or Free Export:** means any report or dashboard which is not available as standard in the Service which the Client has chosen, of its own initiative, to develop and configure, with or without Cegid's assistance.

**Support:** means assistance in using the Service, in the context of an Anomaly report. Support will be given provided that:

- The Users have previously been trained in the use of the Service and Updates.
- The Client has technical equipment compliant with the Technical Prerequisites allowing remote assistance and authorizes its use by Cegid, in particular to facilitate the monitoring of Anomalies.

If such is not the case, Support may be suspended, with immediate effect, by Cegid without the Client being entitled to any compensation or reimbursement of sums already paid for the Service.

It is understood that Support in no case covers User training, any parameters set in the course of billable remote assistance, file repair and transfer, installation of the application, or other actions which constitute additional services.

**Updates:** refers to enhancements made to the existing standard application functions accessible as part of the Service, made unilaterally by Cegid, with regard to functional changes and provided that such adaptations or changes do not make it necessary to rewrite a substantial part of the

existing standard application functions. Updates also include the correction of any Service Anomalies and their Documentation.

**Urgent Maintenance:** means an interruption of the Service, outside Maintenance Windows, due to the application of security patches, urgent fixes or any other critical maintenance. Urgent Maintenance can occur at any time.

## **GENERAL PROVISIONS CONCERNING THE SCOPE OF THE SERVICE**

### **Article 3: Scope of the Service**

The actual application scope of the Service is specified in the Contract (Part 1 "Description of the Items Ordered" or the "Scope of the Service" and/or "Financial Conditions" appendices). Any use exceeding these thresholds will lead to revision by Cegid of the monthly cost of subscription to the Service, at the rates then applicable.

### **Article 4: Description of the Service**

#### **4.1 Point of Delivery (POD)**

The Service subscribed for by the Client under the Contract is based on a single POD at a fixed geographical location defined in the Contract (Part 1 "Description of the Items Ordered" or "Scope of the Service" and/or "Financial Conditions" appendices).

Depending on the Client's configuration and technical constraints, Cegid may make recommendations for the POD's location in order to optimize the Service's performance. The final choice of the POD's location will be the Client's sole responsibility.

#### **4.2 Environment**

The Service, excluding any options subscribed for in the Contract, includes:

- A production Environment with one production database;
- A test Environment whose purpose is mainly to test parameter modifications and developments or to make an Update (new version or patch) prior to deployment thereof on the production Environment.

This test Environment's characteristics are the following:

- One (1) database;
- Refresh of the Client Data contained in the production Environment limited to four (4) Updates per year and at the Client's request. The Client Data will be refreshed by loading

a copy of the Client Data contained in the production database. Any additional refresh request will be subject to invoicing.

- The application scope will be the same functional scope as the production Environment. The application version or patch level can be different (for new Update testing purposes).

#### Option: Additional database

If the Client subscribed for the Europe POD, a third database may be made available to the Client in a separate environment. That database is optional and will be subject to additional invoicing.

### **4.3 Data retention**

Cegid will retain the movement history for a 36-month period. After that period, Cegid reserves the right to purge that history to ensure the Service's performance and quality, in which case Cegid will notify the Client at least 3 months prior to purging that data. For any other additional retention requirement (legal, tax or statistical purposes), Cegid provides standard data extraction features as part of its solutions.

The Client is solely responsible for the archiving and retention of its data, in compliance with applicable regulations.

### **4.4 Temporary data and event log data**

For performance purposes, Cegid reserves the right to purge the Client's temporary data and event log data, without the Client's prior consent. Cegid undertakes to retain a 90-day history of the event log data.

### **4.5 Cegid Retail Options**

#### **4.5.1 Retail Intelligence**

The Cegid Retail Intelligence service is available only on the production database. Client Data is automatically refreshed once daily.

#### **4.5.2 Task Scheduler and queries execution**

In order to ensure the proper working and performance of the production Environment, Cegid reserves the right:

- To amend the performance conditions (frequency, time windows, etc.) of certain scheduled tasks. In such case, Cegid agrees to inform the Client of such amendment before it is implemented, and the Parties will jointly agree to the amendments to be made to the performance conditions
- To suspend the execution of queries whose consumption of resources is a risk for the overall performance of the Service.

## Article 5: Access to the Service

The Service is accessible every day, 24 hours a day, except during Urgent Maintenance, Planned Maintenance and Maintenance Windows, as defined in Article 6 "Maintenance Window".

## Article 6: Maintenance Window

The Maintenance Window which Cegid may implement is defined as follows: every night from 12:00 AM to 7:00 AM (POD local time).

## Article 7: Service Availability

Cegid undertakes to provide a Service with an availability rate of at least 99.5%.

Service availability is defined as the ability to access the Service, including any workaround solution enabling the Client to continue using the front-office sales functions, and is guaranteed over a Reference Period (RP) covering the time period from Monday to Sunday, with the exception of a period from 01:00 AM to 03:00 AM (POD local time).

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

The Availability Rate (AR) is calculated on a monthly basis:

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

Only the production Environment is subject to the availability rate mentioned above. Only the AR measurement taken by Cegid is considered valid.

## Article 8: Backups and recovery management

In the event of damage to the infrastructure operating the Service, Cegid agrees to restore the Service based on the most appropriate backup with a maximum RPO (Recovery Point Objective) of 24 hours.

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

Client Data, as well as POD data, are backed up in multiple copies stored in different locations. Backups are performed on daily cycles as indicated below:

Backup type	Frequency	Retention period
Daily	Every night	30 calendar days

Data may be restored at the Client's request based on one of these backups, during their retention period.

In the event of damage to the infrastructure which enables the Service to be operated, Cegid undertakes to restore the Service as soon as possible based on the most appropriate backup.

## Article 9: Service Availability Zone

The Service includes an availability zone, i.e. a high availability offering which protects the Service against data center failures. Availability zones are single physical locations within a given region, defined by the Client when it chose its POD. Each availability zone is made up of one or more data centers equipped with an independent feed, cooling system and network. To ensure resilience, a minimum of three separate zones are activated in each region; the components necessary for the Service to operate will be functional in at least two different zones.

The physical separation of availability zones within a region protects the Service from data center failures. Redundant interzone services replicate the Client Data between availability zones to protect them against individual failure points.

## Article 10: Updates

### 10.1 Types of Update

Updates are classified into two categories:

- Major Updates: Update by a new version involving a change in version number of the Service's standard application functions;
- Minor Updates: Update including only a corrective patch.

Cegid can implement Updates either during Planned Maintenance or Urgent Maintenance phases.

During Updates, Cegid will not take into account tests and any modifications to be made on:

- Specific Reports (also called Free Exports);
- Specific Developments.

### 10.2 Update processes

Cegid will perform Updates without the Client's prior approval, be it on the test Environment, additional Environment (if an additional database was subscribed for) or on the production Environment. Any technical documentation in relation with Updates will be made available by Cegid by post and/or through the Portal and/or by any other appropriate means.

Cegid undertakes to inform the Client in advance of Update implementation dates by email and/or through the Portal and/or by any other appropriate means.

By default, any Update will first be available on the test Environment and any additional Environment (if an additional database was subscribed for), then on the production Environment.

The Client is informed that some Updates, because of their content (functional or ergonomic changes) or of their technical complexity (which can lead, without limitation, to changes in configuration) may require Professional Services (such as training). In such an event, Cegid undertakes to inform the Client thereof prior to providing such Updates.

The Client is informed that the performance of such Professional Services is not included as part of the Service.

The Client is also informed that for each new Update, Specific Reports (also called Free Exports) or Specific Developments might no longer be compatible or operational. For each Update, each

Specific Report and Specific Development may only be made operational after Cegid's express approval and upon Cegid's billing at the applicable rate or the billing of a certified partner.

For each Update, the Client must test each Specific Development or Specific Report (also called Free Exports) to ensure its compatibility with the new version.

## Article 11: Country Package

Cegid Retail is an international product, for which the Client has subscribed to the Service. For a list of countries, Cegid offers a Localized version of the Service.

The Client must have acquired the Country Package modules corresponding to the selected countries to benefit from the Localized version of the Service. If the Client uses the Service in a country for which it has not acquired a Country Package and/or for which there is no Country Package, the Client acknowledges and agrees that the Service will be used under its sole responsibility and that the Service has been subject to no adaptation to local specificities. Cegid may not be held liable for the consequences relating to use of the Service in such countries.

Maintenance on the Localized version of the Service, includes the (i) provision of all developments made to the Localization, adopted unilaterally by Cegid, as well as (ii) correction of any anomalies in the Localization compared to its Country Package Book.

Except as part of the Country Package subscribed for by the Client, Support and maintenance of the standard application functions include no adaptations and/or developments which may be required pursuant to applicable laws and/or regulations.

## Article 12: SaaS Administrators

The Client must appoint at least one (1) SaaS administrator who will be Cegid's sole contact person and will be the sole person from among the Client's teams authorized to carry out certain special operations pertaining to the access to and processing of the Client Data.

The Client is authorised, should it so desire, to appoint an additional SaaS administrator from among the teams of a third-party company (such as a subsidiary, a Cegid Partner, etc.). In that case, the Client acknowledges that that outside SaaS administrator will have the power to carry out all the operations referred to in the paragraph above and that Cegid will in no event make the requests of such outside SaaS administrator subject to the Client's prior approval. In any event, the Client will remain fully responsible for the actions of such outside SaaS administrator.

The Client will manage the designation of the SaaS administrator(s) with full autonomy (via the Portal).

## PROVISIONS CONCERNING SUPPORT SERVICES

### Article 13: Description of Support services

#### 13.1 General description of the services provided

Cegid undertakes to provide the Client with Support through the Portal and by telephone under the conditions of this Article.

#### 13.2 Access to Support services via the Portal

Portal access to Support services will enable the Client to do the following:

- Make a written Request in the space reserved for this purpose on the Portal;
- Monitor the processing of its Requests;
- Access Service usage statistics over a given time period;
- Consult the technical information made available by Cegid.

#### Special performance terms and conditions

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

In order to facilitate the performance of Support services, the Client agrees to describe its Request and the situation encountered in detail (description of the context, error messages, menu sequence, etc.), by documenting it when it arises using all means at its disposal in order to enable Cegid to reproduce and describe any incidents and/or Anomalies brought to its attention.

Cegid will acknowledge receipt of the Request electronically.

Failing an immediate response and/or initiation of support, the time allotted for a Cegid technician to respond to the Request will be the time indicated on the Portal (in Opening Hours), starting from registration of the Request arriving during Support Opening Hours and based on the Service level subscribed for by the Client.

Cegid undertakes to comply with the response time specified on the Portal for at least 75% of Requests. Compliance by Cegid with that percentage will be assessed over a period of twelve (12) consecutive months from the start date of the Service, insofar as the Client fulfils its obligations under the Terms of Service.

### **13.3 Access to Support services by telephone**

This article will apply to the Client based on the level of Support ordered, as specified on the Portal.

Telephone access to Support enables the Client to make its Requests with a Cegid call center.

The Cegid Support helpline can be reached during Opening Hours.

Telephone calls will be at the Client's expense.

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

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

Cegid's response will be made either by directly taking the call, or by calling the Client back, or electronically.

Failing an immediate response and/or action to manage the Request, the time allotted for a Cegid technician to process the Request will be the time indicated on the Portal (in Opening Hours), starting from registration of the Request arriving during Opening Hours and based on the Service level ordered by the Client.

### **13.4 Processing of Anomalies**

At expiry of the response time for the Request (during the Opening Hours specified on the Portal), Cegid will begin classifying and reproducing the Anomaly.

Following the classification and reproduction of the Anomaly, Cegid will have:

- a period of twelve (12) hours during a business day to provide the Client with a corrective action plan or workaround solution in the case of a Level 1 Anomaly.
- a period of six (6) Business Days to provide the Client with a corrective action plan or workaround solution in the case of a Level 2 Anomaly.

Regarding Level 3 Anomalies, Cegid will not be required to comply with a deadline for providing a corrective or workaround solution.

For the purposes of this clause, "Business Day" means a day from Monday through Friday, between 9:00 AM and 7:00 PM, in the time zone of the R&D center in charge of resolving the issue.

## **13.5 Centralized calls**

This article will apply to the Client, based on the level of Support ordered, as specified on the Portal.

A Client may benefit from the centralized call level of Support only when the Certification Rules in paragraph a) below have been complied with and verified by Cegid's teams. If the Client is certified for the Support level for which the Contract was drawn up, it may benefit from special commercial conditions granted by Cegid, subject to compliance with the certification rules and practical procedures for call centralization described in paragraphs a) and b) below.

If the Client were not to comply with the certification requirements described in paragraph a) and/or the centralized call procedures described in paragraph b), the Client will have three (3) months to comply with those requirements, starting from the moment Cegid sends the Client a registered letter with return receipt requested notifying it of the failure to comply. If the Client does not comply with those requirements within the time allotted, Cegid may terminate the Centralized call level of Support and automatically apply the fees applicable to the Decentralized call level of Support.

### **a. Certification Rules**

The Client agrees to have a team of at least two (2) certified persons on the eligible version of Cegid's software within a six (6) month period from its subscription to the Service. The employees chosen by the Client must follow the training course organized by Cegid.

At the end of that course, the knowledge gained by the Client's designated employees will be tested by Cegid. Once that test has been successfully completed, a certificate will be issued and registered in each person's name. The names of the certified employees will be listed by Cegid in its Request management system. The certificates are registered personally and the Client undertakes to provide a minimum of two (2) certified persons at all times and for the term of the Service.

The conditions for carrying out certification training, as well as the related costs, will result in a purchase order or a separate contract independent from these terms.

## **b. Call centralization procedures**

The Client's certified employees will be responsible for centralizing and responding to Requests. In no event may the Client's other Users directly access Support services, and the certified employees are tasked with centralizing applications and providing answers to Users. If the Client's certified employees are unable to handle a Request, only those employees may contact Cegid's services and forward the answers provided by Cegid to the Client's other Users.

Only certified employees are authorized to contact Cegid Support Services. The Client will be informed and accepts that Cegid verifies the names of the Client's certified employees during and after contacts with its Support services.

### **13.6 Language support services**

As part of the Support services, Cegid undertakes to have among its advisor team some staff with language skills enabling them to understand the Requests and respond to them in the languages listed on the Portal.

Each Request will be processed by a Cegid technician with the required language skills. Where that technician is unavailable, Cegid undertakes to call the Client back within the time allotted.

The Client is informed that expert support services (i.e. Cegid's SaaS R&D and Production teams) will only be provided to the Client in English or French.

### **13.7 FAQ Portal Access**

The Client will have the option of searching a database listing the most Frequently Asked Questions, along with the answers thereto.

### **13.8 Support service level**

The following table describes the options and procedures for Support provision by Cegid depending on the level of Service the Client subscribed for on the Contract's signing date. This table is updated regularly and may be consulted on the Portal. In the event of contradiction between this article and the updated table on the Portal, the latter will prevail.

<b>Service by contract</b>	<b>CEGID OPEN CEGID OPEN C.</b>	<b>CEGID PRIVATE CEGID PRIVATE C.</b>
Services		
Become more autonomous		
CegidLife 24/7 customer center	•	•
24/7 knowledge database	•	•
24/7 Portal access	•	•
Leave no question unresolved		
Telephone access to Support services	•	•
Response time*	8 hours	8 hours
Faster response time**	2 hours**	30 min.**
Monday through Friday: 9:00 am – 7:00 pm	•	
Monday through Friday: 9:00 am – 10:00 pm		•
Saturday: 9:00 am – 7:00 pm	•	
Saturday and Sunday: 9:00 am – 10:00 pm		•
Language support	•	•
Manage your relationship with Cegid		
Customized Quarterly Follow-up		•
Customer Relations Service	•	•
Always be up-to-date		
Functional/ergonomic updates	•	•

C. = Centralized

\*Starting from registration of the Request during Opening Hours.

\*\*This faster response time applies only to Requests relating to critical front-office application functions of the Service.

**END OF THE TERMS OF SERVICE WHICH CONSISTS OF  
16 PAGES.**