

RETAIL

Yourcegid | RETAIL
Software for Business

TERMS OF SERVICE

Yourcegid Retail

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YOURCEGID RETAIL

ARTICLE 1: DEFINITIONS

The terms defined below shall have the same meaning in the singular and plural. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

Business hours: shall mean the Support Services hours of operation defined on Cegid's website <http://www.cegid.us> or such other URL as specified by Cegid.

Business day: shall mean any day from Monday through Friday, which is not a federal public holiday in the United States.

Defect: shall mean a reproducible malfunction, error, or non-conformance of the Subscription Services in relation to the applicable Documentation. Defects shall be assessed by Cegid and classified according to three categories.

- Level 1 Defect: Defect reproducible by Cegid, which make the Subscription Services completely unavailable, and for which there is no possible technical or organizational workaround solution.
- Level 2 Defect: Defect reproducible by Cegid, which makes one or more functions of the Subscription Services inoperable, and for which there is a possible technical or organizational workaround solution.
- Level 3 Defect: Defect reproducible by Cegid that does not present the characteristics of a Defect falling under Levels 1 or 2.

Portal: shall mean the information and exchange space belonging to Cegid and which Cegid makes available to its customers that are users of the Subscription Services for maintenance and support.

Request: shall mean any Defect encountered by You during Your use of the Subscription Services that You bring to Cegid's attention by following the process under Article 12 below.

Update: shall mean the improvements made to the existing standard functions of the Subscription Services, made at Cegid's sole discretion, in connection with functional upgrades. Updates shall also include the correction of Defects in the Subscription Services in relation to the applicable Documentation.

ARTICLE 2: PURPOSE

The Terms of Service is an integral part of the Agreement between Cegid and You. The Terms of Service describes the specific conditions for the Subscription Services and Support Services.

SCOPE OF THE SUBSCRIPTION SERVICES AND AVAILABILITY

ARTICLE 3: SCOPE OF THE SUBSCRIPTION SERVICES

The scope of the Subscription Services shall be as follows:

- Mandatory main service:
 - Basic Data
 - Price Management
 - CRM
 - Inventory Management
 - Store Management
 - Purchasing

- Standard Reports
- Head office named user(s)
- Point of Sales user(s) (per POS/till)
- Optional services:
 - Basic Replenishment
 - E-Commerce
 - Loyalty
 - Advanced CRM (including Marketing)
 - Advanced pricing / Sales conditions
 - Manual Import & Export

The effective scope of the Subscription Services ordered by You shall be that set forth in detail in Section 1 of the Order.

ARTICLE 4: LIMITATIONS TO THE SUBSCRIPTION SERVICES

The Subscription Services is limited to:

- The United States of America
- 20 Points of Sales (POS) maximum
- One production database and one test database

You may archive and save transactions over a period of three years, the current year as well as the two years immediately preceding the current year. Prior transactions, excluding data that must be retained for tax purposes, shall be purged by You. Cegid shall make the tools necessary to perform these measures available to You.

ARTICLE 5: SUBSCRIPTION SERVICES AVAILABILITY

Users may access the Subscription Services on a 24/7/365 basis, excluding the Maintenance Window and Emergency Maintenance.

The Maintenance Window is set as follows:

- Each night between 00:00 and 7:00 (Eastern Standard Time)
- Each Sunday and US federal public holidays
- Maintenance that Cegid schedules at least 48 hours in advance

Emergency Maintenance may occur at any time.

ARTICLE 6: SERVICE LEVEL WARRANTY

Cegid warrants the Subscription Services will have a level of Subscription Services Availability over any calendar month of 99%, calculated as follows.

The standard reference period (SRP) is the period of time between 9:00 and 24:00 (Eastern Standard Time) Monday through Saturday (except on US public federal holidays).

DT is the downtime not due to (i) the Maintenance Window; (ii) Emergency Maintenance; (iii) delays due to a Force Majeure Event; (iv) delays caused by equipment provided by You (or Your service providers); or (v) delays caused by systems outside of the Subscription Services, including, but not limited to, Your network.

The Subscription Services Availability (SSA) is calculated on a monthly basis:

$$SSA = (SRP - \text{total DT}) / SRP * 100 [\%]$$

Test environments are expressly excluded from this service level commitment. Your sole and exclusive remedy and Cegid's sole liability for any failure to meet the service level commitment is set forth in the Agreement.

TECHNICAL DISPOSITIONS REGARDING THE SUBSCRIPTION SERVICES

ARTICLE 7: HOSTING

The Subscription Services are operated in a secure environment for which Cegid will take, and will cause its suppliers to take, appropriate and commercially reasonable technical and organizational measures to protect the Subscription Services against unauthorized access, accidental loss or damage and unauthorized destruction. Cegid uses various security measures to protect the information it receives from You, as appropriate to the type of information, including encryption, firewalls and access controls. The information you provide is stored on a computer system located in a controlled facility with limited access. The security provided by Cegid and its suppliers shall be in accordance with good industry practices and includes the following elements: (a) each dataset resides in an independent space that is protected from other customers; (b) security hardened operating system, and (c) secure building infrastructure for servers used to provide the Subscription Services that is staffed 24x7x365 and monitored by video surveillance, security zones, and multi-level access. Data centers are equipped with uninterruptible power supplies to mitigate the risk of short-term utility power failures and fluctuations, diesel generators, redundant HVAC (heating ventilation air conditioning units) to provide consistent temperature, raised flooring to protect hardware and communications equipment from water damage, sensors to detect environmental hazards, including smoke detectors and floor water hazards, fire detection and suppression systems and fire extinguishers.

ARTICLE 8: ADMINISTRATION AND MONITORING

The Subscription Services include system administration and monitoring, as follows:

- installation, maintenance and updating of operating systems, database management systems, monitoring software, operation and optimization,
- defining and performing backup policies for the Subscription Services, and
- proactive and reactive actions to optimize and improve the Subscription Services.

ARTICLE 9: DATA BACKUP AND RESTORATION MANAGEMENT

Cegid shall perform backups and restore Client Data in accordance with this Article 9.

Client Data backups shall be performed according to daily and monthly cycles so the Client Data may be restored in the time frames below upon Cegid's receipt of Your written request:

- D-1 to D-7 in calendar days,
- from M-1 to M-2.

D and M being days and months respectively.

Cegid will make two copies of Client Data backup and retain such copies in two separate places.

ARTICLE 10: UPDATES

10.1. Updates are classified in two categories:

- New versions requiring a change in the version number of the Subscription Services;
- Corrective patches.

The following updates and/or new versions are expressly excluded:

- Custom Reports. A "Custom Report" designates a report that is not available in the standard version of the Subscription Services that You, at Your sole initiative, have decided to create and configure or have such created and configured with or without Cegid's assistance, and which You have decided to use;
- Custom developments of any nature, including those performed by Cegid.

10.2. Cegid shall install the Updates without Your prior authorization. Any available documentation associated with such Updates shall be sent to You or shall be otherwise made available to You.

Cegid shall give You prior notice regarding the dates that such Updates shall be applied (except with regard to corrective patches) by mail and/or through an alert posted on the Portal.

Certain Updates, due to their content (functional or ergonomic/usability upgrades) or their technical complexity (possibly involving, but not limited to, modifications to settings) may require the performance of Professional Services (such as training). Such Professional Services are not included under the Support Services fee and shall be provided upon mutual written agreement and payment of additional Professional Services fees.

The installation of each new Update may render the Custom Reports inoperable or incompatible. In order to render any Custom Reports operable after each Update, Cegid must expressly approve the operability and shall perform verification services that shall be invoiced to You pursuant to the price list in effect at the time.

ARTICLE 11: USER ACCOUNTS MANAGEMENT

There shall be two types of user accounts:

- System accounts that allow access to the Subscription Services, and
- User accounts that allow the use of the Subscription Services.

System account management shall be Cegid's sole responsibility and shall be performed according to the instructions given to it by You. Cegid shall create accounts, remove accounts and generate the initial passwords for such accounts.

The creation of User accounts and the rights granted with regards to the Subscription Services shall be Your responsibility.

You shall ensure that accounts and their associated passwords are not disclosed to any unauthorized person.

SUPPORT

ARTICLE 12 – SUPPORT SERVICES

12.1 – SUPPORT PORTAL ACCESS

a) General description of the Support Services provided

You shall access the Portal for the following Support Services:

- You may submit a written Request through the Portal space reserved for that purpose.
- Your ability to monitor and follow the progress of Your Requests;
- Your ability to access Support Service usage statistics for any given period; and
- You may view technical information provided by Cegid.

b) Specific terms and procedures

Requests, whether via the Portal, shall be recorded in Cegid tools and will be tracked and processed according to their assigned priority level.

In order to facilitate performance of the Support Services, You shall provide a detailed, accurate description in the Request, whether made via the Portal or as otherwise authorized by Cegid, as well as the issues You have encountered (description of the context, error messages, menu sequencing, etc.) and shall document such, if necessary, by all means available to You, so as to enable Cegid to reproduce and classify any Defects brought to its attention.

Cegid shall acknowledge receipt of Your Request electronically. Cegid's response shall be made either by calling You back, or electronically through the Portal. Cegid will respond and initiate support for a Request, made via the Portal, within two (2) Business hours on a Business day, following the filing of the Request during Support business hours.

Support business hours shall be specified in the Portal.

Cegid will comply with the two (2) Business hour time frame for responding to and initiating support, for a minimum of 75% of Your Requests. Cegid's compliance with the aforementioned percentage shall be evaluated for each consecutive twelve (12) month period following the start date for providing the Service, and shall be conditioned on Your compliance with Your obligations and Technical Requirements, particularly in regard to online assistance.

Cegid will provide Support Services to Client Contacts that have been trained in advance with regards to the use of the Subscription Services, including Updates thereto, and You have the technical capabilities to enable on-line assistance. You must authorize Cegid to use the on-line assistant tool in order to facilitate detection of Defects. Should this not be the case, Cegid may automatically suspend Support Services and Cegid shall have no liability for damages or reimbursement with regards to amounts already paid for the Subscription Services.

c) Special terms and procedures for the handling and processing of Defects

At the conclusion of the time frame for responding to and initiating support for a Request (two (2) Business hours on a Business day during Support business hours), Cegid shall proceed to classify and reproduce the Defect.

At the conclusion of the aforementioned classification and reproduction of the Defect, Cegid shall use commercially reasonable efforts:

- to provide a corrective action plan to address the Defect to You, in the instance of a Level 1 Defect, within twelve (12) Business hours of Cegid's response to your Request under Section 12.1(b) above. You shall confirm delivery of the corrective action plan within a period of three (3) Business days.
- to provide a corrective action plan to address the Defect to You, in the instance of a Level 2 Defect, within six (6) Business days or Cegid's response to your Request under Section 12.1(b) above . You shall confirm delivery of corrective action plan within a period of three (3) Business days.

In the event of a Level 3 Defect, Cegid shall not be subject to any time frame to provide a corrective action plan to address the Defect or to provide a workaround solution.

12.2 – PORTAL FAQ ACCESS

You shall have access to a database in the Portal that lists the most frequently asked technical questions, as well as the answers provided.

12.3 – ACCESS TO TELEPHONE SUPPORT

Telephone access to Support enables You to make Your Requests to a Cegid call center.

Cegid call center phone number shall be specified in the Portal. The Support Center shall receive Requests via telephone, during Business hours on a Business day. You can access Support via telephone during the hours specified in the Portal.

You shall bear the costs of all telephone calls to Cegid Support.

12.4 – SATURDAY AND SUNDAY EXTENDED SERVICE

Cegid will provide You with an on-call service that enables You to file with Cegid Your Requests regarding the front office collection functionalities of the Subscription Services, outside the Support business hours for telephone Support access.

On-call service shall be provided by Cegid personnel that have the telecommunication means necessary to receive Requests on Saturdays and Sundays.

The on-call service has more limited technical resources than Support provided via the Portal, and is not intended to replace the Portal, but to make it possible, when the Portal or telephone access not accessible, to initiate support for Your emergency calls regarding the front office collection functionalities of the Subscription Services, as well as process and handle same, to include the supplying a workaround solution, if available, and/or the classification and qualification of the Defect for the purpose of providing a subsequent response.

For this on-call service, a Cegid technician shall initiate Support Services for the Request within a period of eight (8) Business hours, after You contact the on-call service and file a Request.

12.5 –OPERATIONAL SUPPORT

Operational support means any support regarding the hosting infrastructure pertaining to the Subscription Services and supplements the Support Services.

The incident management procedure is triggered by the following:

- An alarm generated by a surveillance system,
- Monitoring procedure performed by Cegid teams, and
- Your submission of notification pursuant to Articles 12.1 and 12.3 above.

END OF TERMS OF SERVICES CONSISTING OF 7 PAGES