

TERMS OF SUPPORT AND MAINTENANCE SERVICES RETAIL

ARTICLE 1 - DEFINITIONS

The terms defined hereinafter set forth the following meaning both for the singular and plural forms. Capitalized terms not defined in this Terms of Support and maintenance Services will have the meaning given to them in the General Terms and Conditions of the Agreement.

Anomaly: Refers to a fault, error or non-compliance that is reproducible on the Cegid Software Package with regard to its Documentation. The Anomalies to be qualified by Cegid are classified into three categories.

Critical Anomaly - Level 1: Anomaly reproducible by Cegid which makes it impossible to use one or more critical front office collection functionalities of the Cegid Software Package and for which there can be no technical or organizational workaround solution.

Critical Anomaly - Level 2: Cegid reproducible Anomaly that renders the use of one or more essential functionalities of the Cegid Software Package inoperative and for which there may be a technical or organizational workaround solution.

Critical Anomaly - Level 3: Cegid reproducible Anomaly which does not have the characteristics of an Anomaly at a different level of criticality.

Cegidlife: Refers to the information and exchange space belonging to Cegid accessible at the following address <http://www.cegidlife.com> or to any other address which might be communicated by Cegid and which Cegid makes available to its clients that are users of Cegid Software Packages, 7 days a week and 24 hours a day, continuously, for maintenance and security reasons.

Request: Refers to any reproducible operating incident encountered by the Customer when using the Cegid Software Package, and any Anomaly, which the Customer brings to the attention of Cegid.

Documentation: Refers to information given by Cegid as user documentation provided with the Cegid Software Package or which may be in the form of on-line assistance.

Business day: Refers to any working day from Monday to Friday, are excluded public holidays.

Updates: Refers to improvements to existing standard Cegid Software Package functions, decided unilaterally by Cegid in relation to functional changes. Updates also include any correction of potential Cegid Software Package Anomalies in relation to their Documentation.

Updates are classified into two categories:

- Major Updates that involve a change to the numbering of the version of the Cegid Software Package (e.g. from V8 to V9) as well as a total reinstallation of the Cegid Software Package.
- Minor Updates that do not involve a complete reinstallation of the Cegid Software Package.

Updates and/or new versions of the following are expressly excluded:

- Third Party Components and Third Party Software ;
- Specific States. Specific State refers to any state or dashboard not available in the standard version of the Cegid Software Packages which the Customer has on its own initiative, chosen to create and configure or to have created or configured, with or without Cegid's assistance, and which it alone has decided to use ;

- Specific Developments of any kind including those carried out by Cegid. Specific Development refers to any computer programs designed and produced by Cegid exclusively for the Client and/or produced by the Client for its own needs.

Service: Refers to maintenance and support services for Cegid Software Packages provided by Cegid in performance of the Terms of Support and Maintenance Services. The Service can only be ensured by Cegid insofar as:

- Users have been previously trained in the use of Cegid Software Packages as well as their Updates;
- Cegid Software Packages are used with hardware that is provided or that is compliant with Cegid Technical Prerequisites;
- the Customer is using one of the last two major Updates to the Cegid Software Package;
- the Customer has technical devices compliant with the Technical Prerequisites for remote assistance, and permits recourse to it and its use with Cegid principally in order to facilitate taking anomalies into consideration.

If the above should not be the case, Cegid would be able to suspend the Service automatically and ipso jure, effective immediately, and the Customer would not be able to claim any indemnification or any reimbursement of the amounts previously paid for the Service.

ARTICLE 2 - PURPOSE

The purpose of the present document is to define the technical, legal and financial conditions in which Cegid provides the Cegid Software Package Service to the Customer, as well as the commitments that the Customer undertakes to observe. This document specifically excludes services that may be carried out in connection with Third Party Software and Third Party Component.

ARTICLE 3 - DESCRIPTION OF THE SERVICE

3.1 - UPDATES

Depending on the technical availability and nature of the Updates, the Customer may download Updates via Cegidlife. Cegid undertakes to inform the Customer of the availability of Updates via Cegidlife.

Cegid will not be held liable when a Customer has not installed either of the last two major Updates produced and distributed by Cegid.

Furthermore, where an Update cannot operate on the Customer's hardware due to any of the reasons stated in the article "Constraints related to Software Packages and/or Third Party Software" of the Agreement, the Customer will have the choice between making changes to his installation in accordance with the recommendation provided by Cegid, or be entitled to terminate the Service, *ipso jure*, with immediate effect.

The Customer is informed that some Updates, because of their content (functional or ergonomic changes) or their technical complexity (which may in particular result in, but is not limited to modifications to settings) may require that services are carried out (in particular installation and/or training). Cegid undertakes to inform the Customer about them concurrently with its provision of the Updates mentioned.

The Customer is informed that the service of carrying out changes to settings is not included in the provision of Updates.

The Customer is also informed that at each new Update, Specific States may no longer be compatible or no longer be operational. If necessary the Customer may request Cegid to draw up a business proposal for a billable intervention by Cegid based on the current rate.

3.2 - CEGIDLIFE ACCESS

a) GENERAL DESCRIPTION OF SERVICES PROVIDED

Access by the Customer to Cegidlife allows it to benefit from the following services:

- The possibility for the Customer to make a written Request in the Cegidlife space reserved for this purpose;
- The possibility for the Customer to follow the processing of its Requests;
- The possibility for the Customer to access the Service usage statistics over a given time period;
- The possibility for the Customer to consult the technical information provided by Cegid in a dedicated media space.

b) SPECIAL PERFORMANCE TERMS AND PROCEDURES

Requests will be registered in Cegid tools to ensure their traceability and processed according to their level of criticality.

In order to facilitate the performance of the Service, the Customer agrees to describe its request precisely and the situation encountered (description of the context, error messages, menu sequence etc.), documenting it where it arises by all the means at his/her disposal in order to enable Cegid to reproduce and describe any potential incidents and/or Anomalies brought to its attention.

Cegid shall acknowledge receipt of the Request electronically.

In the absence of an immediate response and/or initiation of support,, the time frame for a Cegid technician to action the Request will be the time frame indicated on Cegidlife (in business hours), starting from the registration of the Request arriving during the business days and hours of support Services and based upon the Service level ordered by the Customer.

Service's schedules and opening hours are specified on Cegidlife depending on the Service level ordered by the Customer.

Cegid undertakes to comply with the time frame specified on Cegidlife for at least 75% of the Requests. Compliance by Cegid with this percentage will be evaluated over a twelve (12) consecutive month period from the start date of the Service provision and requires the Customer to fulfil its obligations.

3.3 - TELEPHONE ACCESS TO SUPPORT

The present article shall apply to the Customer based on the level of Service ordered, as detailed on Cegidlife.

Telephone access to support Services allows the customer to formulate its Requests to a Cegid call centre.

The Cegid support Services helpline will take Requests during its opening hours. The Cegid support Services helpline can be accessed by the Customer according to the schedules and days indicated on Cegidlife, which may be consulted at any time by the Customer and as set in Article 6 hereof, depending upon the level of service chosen by the Customer.

The Customer shall bear the costs of the telephone calls.

Requests will be registered in Cegid tools to ensure their traceability and processed according to their level of criticality.

In order to facilitate performance of the service, the Customer agrees to describe its request precisely and the situation encountered (description of the context, error messages, menu sequence etc.), documenting it where it arises by all the means at his/her disposal in order to enable Cegid to reproduce and describe any potential incidents and/or Anomalies brought to its attention.

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

Where there is no immediate response and/or action to manage it, the time frame for a Cegid technician to act on the Request will be the time period shown on Cegidlife (in business hours), starting from the registration of the Request during the business hours of support Services and based upon the Service level ordered by the Customer.

Cegid undertakes to comply with the time frame specified on Cegidlife for at least 75% of the Requests. Compliance by Cegid with this percentage will be evaluated over a twelve (12) consecutive month period from the start date of the Service provision and requires the Customer to fulfil its obligations.

3.4 – SPECIAL METHODS FOR PROCESSING ANOMALIES

At the conclusion of the time frames for initiating the Request (in business hours as specified on Cegidlife), Cegid will proceed to the classification and reproduction of the Anomaly.

Following the reproduction of the Anomaly, Cegid will have:

- a period of twelve (12) business hours to provide the Customer with a corrective action plan or an alternative solution in case of a critical Anomaly set at level 1. The delivery of the correction will be subject to validation by the Customer within three (3) business days.
- within six (6) business days in case of providing the Customer with a corrective action plan or alternative solution for a critical Anomaly set at level 2. The delivery of the correction or alternative solution will be subject to validation by the Customer within three (3) business days.

Regarding critical Anomalies set at level 3, Cegid will not be held liable or obliged to observe any deadline for providing a corrective or alternative solution.

The Customer is informed that the correction of an Anomaly may result in a major or minor Update of the Cegid Software Package.

3.5 - CENTRALIZED CALLS

The present article shall apply to the Customer, based on the level of Service ordered, as detailed on Cegidlife.

If the Customer is certified, for the Cegid Software Packages that are eligible, it will be able to enjoy special tariff conditions granted by Cegid subject to respect of and compliance with the certification rules and practical procedures for call centralization found in paragraphs a and b below.

The eligible Cegid Software Packages will be the ones chosen by Cegid as being entitled to this Service.

In the event that the Customer may not comply with the certification requirements described in paragraph a, and/or the centralized call procedures described in paragraph b, the Customer shall have a time period of three (3) months for regularization, starting from the moment Cegid sends the Customer a registered letter with acknowledgment of receipt notifying the failure to comply. Where there is no regularization by the Customer within the allotted time period, Cegid may terminate *ipso jure* and with immediate effect the Centralized Calls services.

a) CERTIFICATION RULES

The Customer undertakes to have a team of at least two certified persons on the current version of the eligible Cegid Software Package starting within a six (6) month time period from subscription to the Service.

The employees chosen by the Customer will have to follow the training course organized by Cegid.

At the end of this course the knowledge gained by the employees designated by the Customer will be validated by Cegid during an interview and a test, success in which will lead to obtaining a registered certificate issued in the names of the individual persons.

The names of the certified employees will be referenced by Cegid in its Request management system.

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

The certificates are registered personally and the Customer undertakes to provide a minimum of two certified persons continuously and for the duration of the Service.

b) CALL CENTRALIZATION PROCEDURES

The Customer's certified employees will be responsible for centralizing and responding to Requests. In no case shall the Customer's other users be able to directly access support Services.

In the event that the Customer's certified employees could not deal with a Request, only they shall be entitled to contact Cegid's services and forward the answers provided by Cegid to the Customer's other users.

The Customer is informed and agrees that Cegid will monitor the names of the Customer's certified employees during and after contact with its services.

3.6 - LANGUAGE SUPPORT SERVICES

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 Cegidlife.

The Request will be actioned by a Cegid technician with the required language skills. Where this technician is not available, Cegid undertakes to call the Customer back within the applicable time frame.

3.7 - CUSTOMISED QUARTERLY FOLLOW UP

This article shall apply to the Customer based on the level of Service ordered, as detailed on Cegidlife.

A designated Customer contact will provide a detailed report on its Requests on a quarterly basis.

3.8 - EVALUATION OF EMPLOYEE KNOWLEDGE

This article shall apply to the Customer based on the level of Service ordered, as detailed on Cegidlife.

The Customer will be able to access on-line questionnaires available for certain Cegid Software Packages to enable employee knowledge assessment. The agreement of the employees concerned will be the responsibility of the Customer. The questionnaires will be accessible via Cegidlife. The results of the questionnaires will be communicated to the Customer and the relevant employees of the Customer in the form of a report which may include recommendations in terms of training or further training. The Customer is informed, and agrees that the questionnaires are not intended to verify the competence and the general ability of an employee and cannot be used as such.

ARTICLE 4 – COUNTRY PACKAGE

If Cegid Software Package licensed by Cegid to Customer under the Agreement corresponds to the software “Yourcegid Retail Y2” and the Customer has requested to obtain the Country Package as indicated in the Order, this Article 4 will apply.

Your Cegid Retail Y2 is a worldwide product (POS management software), for which the Customer has purchased specific licenses and related maintenance services pursuant to this Agreement.

For a number of countries, Cegid offers a localized version of the front office part of the Cegid Software Package “Yourcegid Retail Y2”, of which Cegid may make available to the Customer for its benefit upon Customer’s request and payment of the relevant licence fees (the “Country Package”).

The Customer must have acquired the Country Package modules from Cegid corresponding to the selected countries and the associated maintenance services in order to benefit from this service.

The maintenance services for such Country Packages, includes the provision of certain adaptations and modifications of the Country Packages which may be necessary by changes in laws and/or regulations in the relevant country, to the exclusion of any installation and/or integration services of the Country Package which remain the sole responsibility of the Customer.

As maintenance services only cover the front office of the localized version of the Cegid Software Package “Yourcegid Retail CBR”, the Customer acknowledges and agrees that these services do not include back office functionalities nor electronic payment and other peripheral to the point of sale.

Consequently, in the event that the nature and importance of the changes in laws and/or regulations applicable to a Country Package require substantial localization work from Cegid, Cegid may exclude from the maintenance services, at its sole discretion, any:

- adaptations or modifications impacting the structure of programs that would require rewriting a substantial part of existing programs;
- adaptations or modifications that would require the development of new specific functionalities:
 - o that are additional to the previous Country Package version;
 - o or to a distribution business with special requirements that are subject to legal constraints (such as, but not limited to, environment, control of hazardous products, precious metal trading, protected material etc.).

Whenever Cegid takes into account the changes in laws and/or regulations, it shall ensure the continued maintenance of any approvals, provided, however, that the approval process has not been substantially amended and made cumbersome

ARTICLE 5 – INTELLECTUAL PROPERTY

The Customer shall, to enable the provision of the Service:

- have the licensing agreements of the Cegid Software Packages and comply with the conditions of use defined in the Agreement,
- comply with the normal conditions of use of Cegid Software Packages and the Technical Prerequisites.

The Updates are an integral part of the Cegid Software Package to which they correspond and form with it an indivisible whole. Consequently, the Customer has (i) a right to use Updates, and (ii) the relevant guarantees, under the terms and in accordance with the procedures defined in the Agreement.

ARTICLE 6 – SERVICE LEVEL

The following tables describe the options and procedures for Service provision by Cegid in terms of the level of Service ordered by the Customer on the day of signing the Agreement. These tables are updated regularly and available on Cegidlife. In case of contradiction between the present article 6 and the updated Cegidlife tables, the tables available on Cegidlife shall prevail over this article 6.

Service contract	Level of Service						
	CONNECT	CONTACT	CONTACT C.	OPEN	OPEN C.	PRIVATE	PRIVATE C.
Version upgrade	•	•	•	•	•	•	•
FAQ Portal Access	•	•	•	•	•	•	•
Support and Assistance Portal Access	•	•	•	•	•	•	•
Call tracking	•	•	•	•	•	•	•
Call statistics	•	•	•	•	•	•	•
Telephone access to Support		•	•	•	•	•	•
Opening days and opening hours of the Support Service (excluding public holidays in the country of the contacted Cegid call center. Time zone of the Cegid call center concerned)							
Monday to Friday _ 9:00 AM - 7:00 PM	•	•	•	•	•		
_ 9:00 AM - 10:00 PM						•	•
Saturday _ 9:00 AM - 7:00 PM				•	•		
Saturday to Sunday _ 9:00 AM - 10:00 PM						•	•
Response Time for a request*							
Initial response time from Support 8 hrs	•	•	•	•	•	•	•
Reduced Reponse time 2h**				•	•		
Reduced Reponse time 30 mn**						•	•
Personalised Quarterly reporting						•	•
employee knowledge certification						•	•

C = Centralized

The Customer agrees to have at least two certified persons and will be in a position to enjoy special tariff conditions. Certified employees are tasked with centralizing applications and provide answers to users. Only certified employees are authorized to contact Cegid Support Services.
*Starting from the registration of the Request during the opening hours and opening days of the support Service

** This reduced response time applies only to Requests that relate to critical Cegid Software Package Front Office collection functionalities

Call Centre Details Yourcegid Retail CBR / Y2

	 EUROPE	 AMERICA	 APAC
Call Centre Location	France/Portugal	San Diego	Shenzhen
Languages	French - English Italian - German Portuguese-Spanish	English	Chinese - English