



Terms of Services

CEGID Retail Advance

July 2019

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TERMS OF SERVICES AND SUPPORT CEGID RETAIL ADVANCE

1. DEFINITIONS

The terms defined below have the following meaning in singular and plural. Except as otherwise provided in these Terms of Services and Support capitalized terms not defined herein shall have the same meaning as in the article "Definitions" of the Contract.

Anomaly: means a Subscription Service reproducible 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 functionalities and for which there can be no technical or organizational workaround.
- **Level 2 Anomaly:** Anomaly reproducible by Cegid which renders the access or use of one (1) or more essential functionalities of the Subscription Services 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 and Level 2 Anomaly.

Environment: means a package regrouping all software and infrastructure components required to deliver Cegid Retail Advance Service for one (1) client. An Environment covers 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, in the sense of the present Terms of Services and Support, for a number of countries, a set of functionalities of Cegid product "Cegid Retail Advance", 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 variations should be used and interpreted, within this provision, in view of this definition.

POD or Point of Delivery: means the production infrastructures of the Subscription Service.

Maintenance Window: means the period of time during which the Subscription Service may be down for Planned Maintenance in accordance with the provisions of these Terms of Services and Support.

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

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

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

Specific Development: means the computer programs designed and produced by Cegid for the Client according to their needs.

Specific Report: means any report or dashboard which is not available as standard in the Subscription Service that the Client has chosen, on their own initiative, to develop and configure or to have developed and configured, with or without Cegid's assistance.

Support: in case of an anomaly, means the assistance with the use of the subscription Service standard application functions. Support can only be provided by Cegid in so far as:

1. The Users have previously been trained in the use of the Subscription Service and Updates;
2. The Client has the technical equipment in accordance with the Technical Prerequisites allowing remote assistance and authorises its use with Cegid, in particular to facilitate the monitoring of Anomalies.;
3. Support does not mean, in any case, the users training, the settings done remotely giving rise to a billing, the files repair and transfer, the application installation, or any other actions subject of complementary services.

If this turns out not to be 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 Subscription Service.

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

2. PURPOSE

These Terms of Services and Support are part of the Contract. These Terms of Services and Support describe the specific provisions applicable to the Subscription Service which prevail over the provisions of the Contract.

PROVISIONS CONCERNING THE SCOPE AND THE AVAILABILITY OF THE SUBSCRIPTION SERVICE

3. CONTENT OF THE SUBSCRIPTION SERVICE

The actual scope of the Subscription Service ordered is specified in the Contract (Part 1 "Description of the Items Ordered" or "Perimeter of the Service" and/or "Financial Conditions" annexes).

4. LIMITATIONS OF THE SUBSCRIPTION SERVICE

4.1. LOCATION AND POD

The Subscription Service subscribed 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 "Perimeter of the Service" and/or "Financial Conditions" appendices).

Depending on the Client's configuration and technical constraints, Cegid may supply recommendations for the location of POD in order to optimise the Subscription Service performance, the final choice of the location of the POD remaining solely at the Client's discretion

4.2. SUPPORT ET MAINTENANCE

Except under the terms of the Country Package purchased by the Client, support and maintenance of standard application functions does not include the adaptations and/or evolutions that may be necessary under applicable law and/or regulation. The conditions of the Country Package are defined under Article 11 "Country Package".

4.3. SALES TRANSACTION HISTORY

The Client may retain sales transaction history six years back, *i.e.* the current calendar year and the previous five (5) years. Any other history, except for the data that must be retained for tax purposes, will need to be purged by the Client. Cegid will provide the Client with the necessary

tools to perform this task or will reserve the right to charge to the Client the history of the movements beyond these commitments.

4.4. ENVIRONNEMENT

The Subscription Services includes the following Environments:

- A production Environment with a production database
- A test Environment which purpose is mainly to test parameter modifications and evolutions, or Update (new version or patch) prior to their deployment on the production Environment. This test Environment characteristics are the following:
 - One (1) database;
 - Refresh of the data contained in the Production Environment within the limit of four (4) updates per year and upon request of the Client. This refresh of the data will be done by loading a copy of data contained in the Production database. Any request for additional refresh will be charged;
 - Same application scope and same functional scope as the production Environment. Application version or patch level can be different (for new Update testing purpose).

4.5. CEGID RETAIL OPTIONS

As standard, the option Cegid Retail Omnichannel includes a maximum number of orders/month as defined in the Contract (Part 1 "Description of the Items Ordered" or "Perimeter of the Service" and/or "Financial Conditions" annexes). Any overuse above these limitations shall cause Cegid to revise the Subscription Services monthly fee pursuant to the rate in effect at such time.

Cegid reserves the right to modify the conditions of implementation of the "Task Scheduler" as defined by the Client, if necessary to ensure proper functioning of the Production Environment. In such case, Cegid commits to inform the Client.

The Cegid Retail Intelligence service is only available on the production database and the data is automatically refreshed once each day.

No Specific Development can be included in the Subscription Service or made accessible as part of the Subscription Service, unless specific terms of services are signed between the Parties.

If needed, the Client can activate additional/temporary Users upon prior written notification to Cegid. This Subscription Service will be invoiced regularly by Cegid to the Client, in case of overtaking of the commitments.

5. ACCESS TO THE SUBSCRIPTION SERVICE

The Subscription Service is accessible every day 24 hours a day, except during Urgent Maintenance, Planned Maintenance and Maintenance Windows, as defined in “Article 6: Maintenance Windows”.

6. MAINTENANCE WINDOWS

Maintenance Window is defined as follows:

- Every night from 12:00 AM to 7:00 AM (POD local time).

7. SUBSCRIPTION SERVICE AVAILABILITY

Cegid is committed to provide an availability rate of at least 99.5% for the Subscription Service.

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

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

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

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

Only the production Environment is subject to the availability rate mentioned above.

Only the AR measurement made by Cegid is considered valid.

TECHNICAL PROVISIONS RELATED TO THE SUBSCRIPTION SERVICE

8. BACKUPS AND RECOVERY MANAGEMENT

In the event of a damage occurring on the infrastructure operating the Subscription Service, Cegid is committed to recovering the Subscription Service on the basis of the most appropriate backup with maximum RPO (Recovery Point Objective) of 24 hours.

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

Client Data backups, backups for POD Client Data backups are done in multiple copies stored in different locations. They are performed on daily cycles as below:

Backup Type	Frequency	Retention Period
Daily	Each night	30 calendar days

A restore 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 Subscription Service, Cegid is committed to recovering, as soon as possible, the Subscription Service on the basis of the most appropriate backup.

9. UPDATES

9.1. An update is defined as one of the two following things:

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

Updates can be implemented either during Planned Maintenance or Urgent Maintenance.

The following are expressly not considered Updates:

- Specific Reports;
- Specific Developments.

9.2. Cegid shall perform Updates without the prior approval of the Client. Any technical documentation in relation with Updates will be made available by Cegid on the Portal and/or by any other appropriate means.

Cegid undertakes to inform in advance the Client of dates of Updates implementations (excepts for corrective patches) 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 lead, without limitation, changes in configuration) may require the performance of Professional Services (including without limitation training). Cegid undertakes to inform the Client prior to the provision of such Updates.

By default, major Updates will be available first on the test environment, then on the production environment.

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 Reports or Specific Developments 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. For each Update, each Specific Development must be tested by the Client to be sure that its Specific Developments are compatible with the new version.

10. CLIENT DATA GEOGRAPHICAL LOCATION

By derogation to Article "Client Data Localisation" of the Contract, the Client data is located in one (1) or more sites based in one (1) or more regions as specified in the Part "Description of the Items Ordered" or the "Service Perimeter" and/or "Financial Conditions" annex of the Contract.

Regarding Client Data collected in the European Union and transferred outside the European Union, this transfer will take place in compliance with the applicable regulations in application of the contract.

11. COUNTRY PACKAGE

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

The Client must have acquired the "Country Package" modules corresponding to the selected countries to benefit from the Localized version of the Cegid product Cegid Retail Advance. If the Client uses the Subscription Service in a country for which he has not acquired a Country Package and/or for which there is no Country Package, the Client acknowledges and agrees that the Subscription Service will be used under their sole responsibility and that Subscription Service has not been subject to any adaptation in relation to local specificities by Cegid. Cegid shall not be liable for the consequences of the use of the Subscription Service in such countries.

PROVISIONS RELATED TO THE SUPPORT

12. SUPPORT

12.1. 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:

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

b) Specific terms of execution

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 the Support, the Client agrees to describe the 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 their 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 deal with the Request will be the time frame indicated on the Portal (in Opening Hours), starting from the registration of the Request arriving during the Opening Hours of Support and based upon the Subscription Service level ordered by the Client.

Cegid undertakes to comply with the time frame specified on the Portal 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 Subscription Service provision and requires the Client to fulfil their obligations.

12.2. TELEPHONE ACCESS TO SUPPORT

The present article shall apply to the Client based on the level of Support ordered, as detailed on the Portal.

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

The Cegid Support helpline can be accessed by the Client during Opening Hours.

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 the 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 their disposal. This will enable Cegid to reproduce and qualify any incidents and/or Anomalies brought to its attention.

Cegid's response shall be made either by directly taking the call, or by calling the Client 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 the Portal (in Opening Hours),

starting from the registration of the Request during the Opening Hours of Support and based upon the Subscription Service level ordered by the Client.

12.3. PROCESSING ANOMALIES

By the end of the time frames for taking in charge the Request (in Opening Hours as specified on the Portal), 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) hours during a Business Day to provide the Client with a corrective action plan or an alternative solution in case of a Level 1 Anomaly.
- A period of six (6) Business Days to provide the Client with a corrective action plan or alternative solution in case of a Level 2 Anomaly. Regarding Level 3 Anomalies, Cegid will not be held liable or obliged to observe any deadline for providing a corrective or alternative solution.

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

12.4. CENTRALIZED CALLS

The present article shall apply to the Client, based on the level of Support ordered, as detailed on the Portal.

A Client may benefit from the centralized call level of Support only when the Certification Rules in paragraph a) below will have been respected and verified by Cegid teams.

If the Client is certified, for the Support level which they have contracted for, they will be able to benefit from special commercial 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.

In the event that the Client may not comply with the certification requirements described in paragraph a, and/or the centralized call procedures described in paragraph b), the Client shall have a time period of three (3) months for resolution, starting from the moment Cegid sends the Client a registered letter with acknowledgment of receipt notifying the failure to comply. Where there is no resolution by the Client within the allotted time period, Cegid may terminate the centralized call level of Support and automatically apply the decentralized call level of Support fees.

a) Certification Rules

The Client agrees to have a team of at least two (2) certified persons on the current version of the eligible Cegid Software Package starting within a six (6) month period from subscription to the Subscription Service.

The employees chosen by the Client 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 Client will be validated by Cegid during an interview and a test. Once successfully completed, a registered certificate will be 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 Contract independent from these terms.

The certificates are registered personally and the Client undertakes to provide a minimum of two (2) certified persons continuously and for the duration of the Subscription Service.

b) Call Centralization Procedures

The Client's certified employees will be responsible for centralizing and responding to Requests. In no case shall the Client's other users be able to directly access to Support services, and certified employees are tasked with centralizing applications and provide answer to users. In the event that the Client's certified employees could not deal with a Request, only these employees shall be entitled to 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.

12.5. LANGUAGE SUPPORT SERVICES

As part of the standard Support 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 processed 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 time frame.

Outside Opening Hours, a request can be posted in English on the Portal.

The expertise support (refers to R&D and Production SaaS teams) services will be provided to the Client only in English or French.

12.6. SUPPORT SERVICE LEVEL

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

Service contract	Level of Service			
	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				
Monday to Saturday 9:00 AM - 7:00 PM	•	•		
Monday 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			•	•

C. = Centralized

*Starting from the registration of the Request during the Opening Hours of the Support Service.

**This reduced response time applies only to Requests that relate to critical Cegid Software Package Front Office application functions.

END OF TERMS OF SERVICES AND SUPPORT WHICH CONSIST OF 13 PAGES