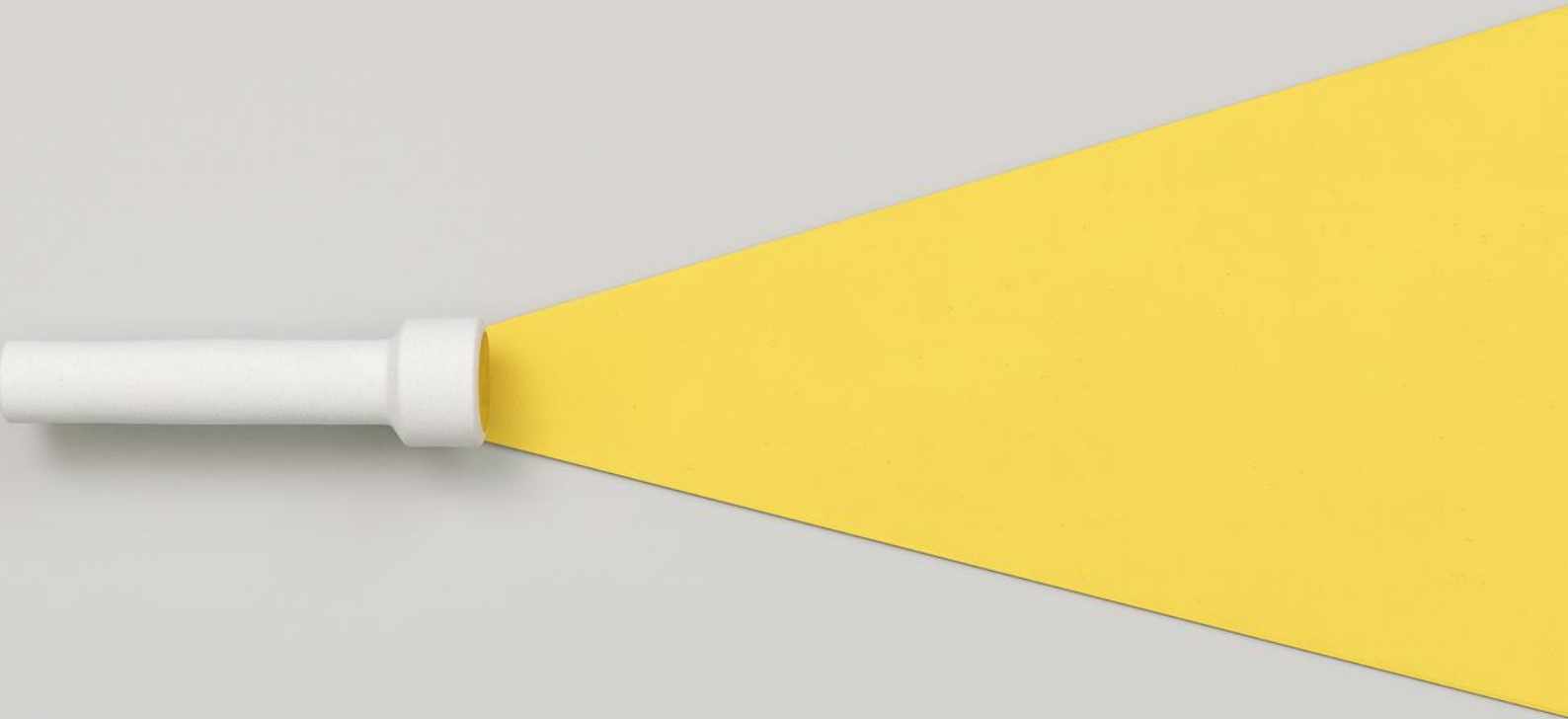


**cegid**



# Terms of Services

Cegid Tax Ultimate

[www.cegid.com](http://www.cegid.com)

## ARTICLE 1: PURPOSE

This Service Document, an integral part of the Contract, describes specific provisions applicable to the Services. These provisions prevail over the general provisions of the Contract in case of contradiction and/or complement the general provisions of the Contract.

## ARTICLE 2: DEFINITIONS

The following terms have the following meanings in the singular and plural:

**SaaS Administrator:** refers to the individual(s) appointed by the Client as the sole interlocutor authorized by Cegid to perform specific operations related to access and processing of Client Data. Cegid must be notified of any change in SaaS Administrator.

**Anomaly:** means a defect, malfunction or reproducible non-conformity of the Service with respect to its Documentation. The Anomalies to be qualified by Cegid are classified into three categories.

- **Criticality 1 anomaly:** An anomaly reproducible by Cegid that makes it impossible to access or use one or more essential features of the Service and for which there can be no technical or organizational workaround.
- **Criticality 2 anomaly:** An anomaly reproducible by Cegid that renders inoperative access to or use of one or more features of the Service and for which there may be a technical or organizational workaround.
- **Criticality 3 anomaly:** An anomaly reproducible by Cegid that does not have the characteristics of an Anomaly of another criticality level.

**Request:** refers to any reproducible operational incident encountered by the Client during the use of the Service, as well as any Anomaly, that the Client brings to the attention of Cegid.

**Custom development:** refers to the computer programs designed and produced by Cegid for the Client according to its needs.

**Specific Condition:** means any status or dashboard that is not available as standard in the Service that the Client has chosen, on its own initiative, to develop and configure, with or without the assistance of Cegid.

**Production Environment:** Refers to the technical environment, in which the Cegid Software Package is used to carry out tax processes in an operational manner.

**Test Environment :** Refers to the technical environment, in which parameters and/or processes are tested by customers. The test environment is in the same release level as the production environment.

Replication from the production environment to a test environment for the purposes of the Service is limited to three replications per month. The client initiates the replication request. Beyond that, it's a valued service.

The test environment is only available for the Cegid Tax Ultimate application scope, without related solutions.

**Cegid Tax Analytics:** Provides Business Intelligence indicators dedicated to the areas of common law taxation and tax integration.

**Public Sheets:** These are the sheets grouping together the Business Intelligence indicators delivered and maintained by Cegid.

**Maintenance Window:** The period during which the Service may be stopped due to Planned Maintenance, as per this Service Booklet. The Maintenance Window is from 00:00 to 07:00 GMT.

**Business Hours:** Refers to the hours of the Support's opening period.

**Business day:** refers to a day between Monday and Friday which is not a public holiday in metropolitan France.

**Planned Maintenance:** Maintenance of the Service planned by Cegid at least forty-eight (48) hours in advance.

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

**Updates:** refers to the improvements made to the existing standard application functionalities accessible under the Service and, unilaterally decided by Cegid, in the light of functional changes and provided that such adaptations or evolutions do not make it necessary to rewrite a substantial part of the existing standard application functionalities. Updates also include the correction of any Anomalies in the Service and in relation to their Documentation.

**Support:** means assistance in the use of the Service. Support can only be provided by Cegid within the following limits :

- (a) Users have been trained prior to the use of the Service and Updates.
- (b) The Client has the technical equipment in accordance with the Technical Prerequisites allowing remote assistance and authorises its use by Cegid, in particular to facilitate the monitoring of Anomalies. If this is not the case, the Support may be suspended, with immediate effect, by Cegid without the Client being able to claim any compensation or reimbursement of the sums already paid for the Service.

## GENERAL PROVISIONS REGARDING THE SCOPE OF SERVICE

### ARTICLE 3: SCOPE OF THE SERVICE

The actual scope of the Service ordered (modules, number of named users, volumetric tranches , etc.) is as specified in the Contract.

## ARTICLE 4: SERVICE LIMITATIONS

The Client may maintain a transaction history covering five years, the current year and the previous four. As the Service is not an archiving solution, previous transactions must 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 the Client for the history of movements beyond these commitments.

The common space for sharing office documents is limited to 2 GB per user subscribed to the Service and to files in Microsoft Word, Microsoft Excel, Microsoft Powerpoint, PDF or image format. This limit can be extended by subscribing to storage expansions. The Client is informed that the Service is for strictly professional use, excluding any private use. As the Service allows the storage of professional documents, the Client undertakes to ensure that the size of the scanned documents is optimized.

No Specific Development may be included in the Service or made available as part of the Service

## ARTICLE 5: SERVICE ACCESS

The Service is available every day 24 hours a day, except during Urgent Maintenance, Planned Maintenance and Maintenance Windows.

## ARTICLE 6: SERVICE AVAILABILITY

Cegid commits to a Service availability rate of at least 99%.

The availability of the Service is defined as the ability to access and connect to the Service for at least one User of the Client and is guaranteed over a standard reference period (PRT) covering the time slot from 07:00 to 20:00 (Central European Time CET / Central European Summer Time CEST) from Monday to Friday (except French holidays).

TI is the downtime of the Service, not including downtime related to (i) the Maintenance Window; (ii) Emergency Maintenance; (iii) interruptions due to Force Majeure; (iv) interruptions caused by equipment provided by Customer (or by Customer's suppliers); or (v) interruptions related to systems outside the scope of the Service, including but not limited to Customer's telecommunications network.

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

$$TD = (PRT - \text{sum of TI}) / PRT * 100 \text{ [\%]}$$

Only the production environment, to the exclusion of any other environment, is subject to the above availability rate.

## ARTICLE 7: BACKUP AND RESTORE MANAGEMENT

Cegid is responsible for conducting backups and restorations in order to secure the Client's data.

Backups of the Client's data are made in two copies kept in two different locations. They are carried out on daily and monthly cycles as follows:

Backup Type	Frequency	Retention Period
Daily	Every night	7 calendar days
Monthly	Every 1st weekend of the month	2 months

In the event of a disaster occurring on the infrastructure used to operate the Service, Cegid undertakes to restore the Service as soon as possible on the basis of the most appropriate backup.

If the customer has subscribed to the DRaaS service, the conditions described in the corresponding Service Booklet apply.

## ARTICLE 8: UPDATES

**8.1.** Updates are classified into two categories:

1. New versions that involve a change in the numbering of the version of the standard application features of the Service;
2. Fixes (corrective patches).

Updates and/or new versions are expressly excluded:

1. Specific Reports
2. Specific Developments

**8.2.** Cegid will proceed with the Updates without prior authorization. Any technical documentation associated with the Updates will be made available by Cegid by post and/or information on the Portal and/or any other appropriate means.

Cegid undertakes to inform the SaaS Administrator in advance of the implementation dates of the Updates (with the exception of patches) by email and/or information on the Portal and/or any other appropriate means.

The Client is informed that certain Updates, due to their content (functional or ergonomic changes) or their technical complexity (which may in particular, but not be exhaustive, lead to changes in settings) may require the performance of Implementation Services (in particular training). Cegid commits to informing the Client prior to making such Updates available.

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

The Client is also informed that with each new Update, the Specific Report may no longer be compatible or no longer operational. For each Update, each Specific Report can only be made operational after express approval by Cegid and on chargeable intervention by Cegid on the basis of the current rate.

## **ARTICLE 9: PROTECTION OF PERSONAL DATA**

The applicable provisions on the protection of Personal Data are those set out in the Personal Data Protection Policy appendix of the Contract.

## **ARTICLE 10: SAAS ADMINISTRATOR**

The Client shall appoint at least one (1) SaaS administrator who shall be Cegid's sole point of contact and shall be the only person among the Client's teams to be authorized to perform certain specific operations relating to the access and processing of the Client Data.

The Client is authorized, if it wishes, to appoint an additional SaaS administrator from among the teams of a third-party company (such as a subsidiary, a CegidPartner, etc.). In this case, the Client acknowledges that such external SaaS administrator shall have the authority to perform all the operations referred to in the paragraph above and that Cegid will not under any circumstances submit the requests of such external SaaS administrator to the prior validation of the Client. In any event, the Client shall remain fully responsible for the actions of any such external SaaS administrator.

The Client must notify Cegid of any change of SaaS administrator.

## **SUPPORT PROVISIONS**

### **ARTICLE 12 – DESCRIPTION**

#### **12.1 CUSTOMER RELATIONSHIP SERVICE**

Cegidlife.com is Cegid's collaborative online services platform for customers and partners.

All Cegid customers have a Cegidlife account which allows them to access services according to the Contract.

This space provides access to downloads of Updates, the knowledge base, the CegidStore, the community, information relating to your SaaS Services, the creation of requests for support and service planning, and intervention reports and training attendance sheets.

## **12.2 ACCESS TO SUPPORT VIA CEGIDLIFE.COM**

This article will apply to the Client who has subscribed to the Cegid Open and Cegid Private formulas.

Cegid customers have the possibility to access technical and functional support via Cegidlife.com.

Access to the Support by telephone is provided exclusively for reproducible malfunctions of the software used in accordance with its documentation and the recommendations indicated by Cegid (qualification, diagnosis and follow-up of the incident until its resolution). This can only be done on an environment (version of the operating system) that is still maintained by its publisher, compatible and complies with the technical requirements provided by Cegid. The Support does not in any way cover the training of the user, the settings made as part of a remote support giving rise to invoicing, the repair and transfer of files, the installation of the application, or the actions that are the subject of an additional service.

Support does not cover Cegid Tax Analytics' "custom sheets".

## **12.3 SPECIFIC TERMS OF EXECUTION**

Requests will be recorded in Cegid's tools in order to ensure traceability and processed according to their degree of criticality. In order to facilitate the execution of the Support, the Client commits to accurately describe his Request and the situation he encounters (description of the context, error messages, sequence of menus, etc.) by documenting it if necessary by all means at his disposal, in order to allow Cegid to reproduce and qualify any incidents and/or Anomalies brought to his attention.

Cegid will acknowledge receipt of the Application in electronic form.

In the absence of a response and/or immediate support, the time limit for the Request to be handled by a Cegid technician will be made within eight (8) working hours (Cegid Open) or four (4) working hours (Cegid Private) from the registration of the Request during the Business Hours of the Support opening period.

The opening hours of the Support are specified on the Portal.

Cegid undertakes to comply with the processing time of eight (8) working hours (Cegid Open) or four (4) working hours (Cegid Private) for at least 75% of Requests. Cegid's compliance with this percentage will be evaluated for periods of twelve (12) consecutive months from the date

of commencement of the provision of the Support and implies compliance by the Client with its obligations and Cegid's Technical Requirements, in particular concerning remote assistance.

Support can only be provided by Cegid to the extent that Users have been previously trained in the use of the Service as well as in their Updates and the Client has the technical devices to enable remote assistance.

If it turns out that this is not the case, the Support may be suspended by operation of law, with immediate effect, by Cegid, without the Client being able to claim any compensation or reimbursement of the sums already paid in respect of the Service.

## **12.4 SPECIFIC PROCEDURES FOR DEALING WITH ANOMALIES**

At the end of the period of eight (8) working hours (Cegid Open) or four (4) working hours (Cegid Private), Cegid will proceed with the qualification and reproduction of the Anomaly.

At the end of this qualification and reproduction of the Anomaly, Cegid will have:

- twelve (12) Business Hours to provide the Client with a corrective action plan in the event of a Priority 1 Anomaly
- six (6) Business Days to provide the Client with a correction or workaround in the event of a Priority 2 Anomaly.

## **12.5 ACCESS TO FAQ PORTAL**

The Client will have the possibility to access a database listing the most frequently asked questions as well as the answers provided.

## **12.6 TELEPHONE ACCESS TO SUPPORT**

This article will apply to the Client who has subscribed to the Cegid Open and Cegid Private formulas.

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

Cegid will receive Applications during its business hours, Monday to Friday, excluding public holidays.

The Support is accessible by the Client at the times indicated on the Cegidlife.com space that can be consulted at any time by the Client. The cost of telephone calls will remain the responsibility of the Client. Requests will be recorded in Cegid's tools in order to ensure traceability and processed according to their degree of criticality.

In order to facilitate the execution of the Support, the Client undertakes to accurately describe his Request and the situation he encounters (description of the context, error messages, sequence of menus, etc.) by documenting it, if necessary, by all means at his disposal, in order



to allow Cegid to reproduce and qualify any incidents and/or Anomalies brought to Cegid's attention.

Answers will be provided by Cegid either in the form of a direct call, in the form of a reminder from the Client or in electronic form.

In the absence of a response and/or immediate support, the time limit for the Request to be handled by a Cegid technician will be made within eight (8) working hours (Cegid Open) or four (4) working hours (Cegid Private) from the registration of the Request during the Business Hours of the Support opening period. Support can only be provided by Cegid to the extent that Users have been previously trained in the use of the Service as well as in their Updates and the Client has the technical devices allowing remote assistance and authorises its use with Cegid, in particular in order to facilitate the consideration of anomalies.

If it turns out that this is not the case, the Support may be suspended by operation of law, with immediate effect, by Cegid, without the Client being able to claim any compensation or reimbursement of the sums already paid in respect of the Service.

## **12.7 – TELEASSISTANCE**

This article will apply to the Client who has subscribed to the Cegid Open and Cegid Private formulas.

Remote assistance allows the Customer to benefit from the remote control of the software by a Cegid technician to facilitate customer assistance.

As part of the Cegid Open and Cegid Private packages, the remote assistance service is scheduled exclusively during the Service's opening hours for interventions falling within the scope of the Support only. It does not cover in any way the training of the user, the settings made as part of a remote support giving rise to invoicing, the repair and transfer of files, the installation of the application or actions that are the subject of an additional service. This can only be done on an environment (version of the operating system) that is still maintained by its publisher, compatible and respecting the technical requirements provided by Cegid.

## **12.8 – WEBASSISTANCE**

This article will apply to the Client who has subscribed to the Cegid Open and Cegid Private formulas.

Web assistance, provided by a Cegid technician remotely and live, allows the Customer to obtain insight into a functional or technical problem related to its products. Customer or user registrations for sessions are opened directly in the Cegidlife.com customer area.

## **12.9 – PERSONALIZED HALF-YEAR REPORT**

This article will apply to the Client who has subscribed to the Cegid Private formula.

Semi-annually, an interlocutor will have a detailed report concerning his Requests.

## **12.10 – PRIORITY CALLS\***

This article will apply to the Client who has subscribed to the Cegid Private formula. When calling Support, the Customer will be given priority to the line corresponding to their product. If multiple priority clients call at the same time, and all experts are already on the line, calls will be answered on a first-come, first-served basis.

## **PROVISIONS CONCERNING DIGITAL EDUCATIONAL CONTENT**

### **ARTICLE 13 – DESCRIPTION**

#### **13.1 – CEGID LEARNING PLATFORM**

This online **LMS** (Learning Management System) digital platform is intended for users of Cegid's Clients and partners. It includes several educational resources (tutorials, videos, quizzes, downloads of materials, expert testimonies, forums)\*.

The digital content offered relates exclusively to Cegid products owned by the Client. Depending on the formula chosen, the Client and its users have access to a variable level of in-depth:

1. Cegid Connect: understanding the basics of its Cegid products
2. Cegid Open: mastering the different functionalities of its Cegid products
3. Cegid Private: deepen certain features or settings to go even further in the use of its Cegid products

In addition, there are also self-directed training programs (E-learning) and digital certifications for sale on the Cegid Store or through your sales representative.

#### **13.2 – OFFICE 365**

The Customer has access to the various online educational content of Office 365 Business. As part of the Cegid Private package, the Customer can also follow live training sessions led by an expert trainer of the Office 365 offer (uses of the Office 365 solution, Office 365 user jobs, Office suite applications, etc.)

In all cases, Customer must have an Office 365 account with a minimum Business Essentials level. The Service is not accessible without this type of account.

## **ARTICLE 14: SPECIAL OBLIGATIONS OF THE CLIENT**

As the Microsoft Word, Excel and Powerpoint software are available in conjunction with the Service, the Client, in order to use the Service, guarantees that it has a Microsoft license for these two softwares and for each of the declared users, allowing them to be hosted and used remotely. The Client declares that he/she is able to provide Cegid, at any time, with proof that he/she regularly holds these rights of use. In addition, the version of this software must be equivalent to that given in the Technical Requirements.

**END OF THE SERVICE BOOKLET WHICH IS 11 PAGES LONG.**