



Terms of Services

Cegid Retail Store Excellence

September 2022

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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 or malfunction. Anomalies must be qualified by Cegid and are classified into three categories.

- **Level 1 Anomaly:** Anomaly reproducible by Cegid which means renders an essential function of the software inoperable or causes it to fail consistently and for which there is no technical or organizational workaround.
- **Level 2 Anomaly:** Anomaly reproducible by Cegid in which a non essential function of the software is experiencing a reproducible problem or a common non essential operation fails consistently.
- **Level 3 Anomaly:** Anomaly reproducible by Cegid which does not have the characteristics of a Level 1 or Level 2 Anomaly.

Authorised Contact Person in respect of any Maintenance Services means an authorised employee, agent or representative of the Customer.

Enhancement means an extension, addition or further development of an existing feature or capability of the Software, or the creation of a new capability or feature of the Software or any component thereof, made unilaterally by Cegid.

Help Desk means a telephone number and email address provided by Cegid through which Authorised Contact Persons can receive telephone support and assistance relating to the Software.

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 9:00am to 5:00pm UK time, Monday to Friday, except UK Public Holidays.

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

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

Software means the software programs developed by Cegid as part of the Cegid Retail Store Excellence solution and all Enhancements and Updates to those software programs

Support: means assistance in using the Service, in the context of an Anomaly report.

Updates: means any change to the Software made unilaterally by Cegid which is intended to remedy Anomalies and excludes any change to the Software encompassed by the term Enhancement.

Urgent Maintenance: means an interruption of the Service, 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

4.2 Environment

The Service, excluding any options subscribed for in the Contract includes a production environment with one production database

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.

Article 5: Access to the Service

The Service is accessible every day, 24 hours a day, except during Urgent Maintenance and Planned Maintenance

Article 6: Service Availability

Cegid undertakes to provide a Service with an availability rate of at least 95%.

Service availability is defined as the ability to access the Service, 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 (UK 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 AR measurement taken by Cegid is considered valid.

Article 7: 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 are backed up in multiple copies and are performed on daily cycles as indicated below:

Backup type	Frequency	Retention period
Daily	Every night	14 calendar days

Backups are performed nightly and retained for 14 days. In addition, transaction logs are backed up continuously. The backup in combination with the transaction log can be used to restore the database to within the last five minutes.

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

PROVISIONS CONCERNING SUPPORT SERVICES

Article 8: Description of Support services

Cegid undertakes to provide the Client with Support through the Helpdesk during Opening Hours.

Only Authorised Contact Persons 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.

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.

8.1 Processing and Correction of Anomalies

Where an Anomaly is classified as Level 1 upon the initial Help Desk report or the Anomaly has been escalated to Level 1 Error at the request of the Customer as described below, Cegid will within 4 hours of that report, or if the report occurs outside of the Opening Hours or within 4 hours of the end of the Opening Hours at the start of the next Opening Hours period:

- mobilise a technical team to troubleshoot the problem and define solution options;
- assign a representative to oversee and report on all corrective activities;
- initially notify the Authorised Contact Person of the problem resolution status;
- Cegid will keep working until the problem is solved and will, at the written request of the Authorised Contact Person, provide the Customer with regular and detailed updates on its progress no less than once every 4 hours;
- will use all reasonable endeavours to resolve the problem as soon as possible; and

- as long as the correct information was provided by the Customer, additional resources will be allocated by Cegid until the solution is found.

Where an Anomaly is classified as Level 2 upon the initial Help Desk report, Cegid will investigate the problem and respond to the Authorised Contact Person where reasonably practicable within 24 hours from the time of the first telephone consultation with such Authorised Contact Person and will, as and when necessary, provide the Authorised Contact Person with an outline of the problem; and the proposed corrective action

Cegid shall, at the written request of the Authorised Contact Person, provide a detailed update no less than once every 24 hours thereafter until the matter has been resolved and will use reasonable endeavours to resolve the problem as soon as possible.

Cegid shall correct Level 2 Anomalies within one week of receiving notification of the Anomaly from an Authorised Contact Person.

If resolution of the Anomaly is not able to be achieved within one week, the Customer shall at its discretion, request that the Anomaly be escalated to a Level 1 Anomaly.

8.2 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 French and English.

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.

8.3 Knowledge Base Access

The Client will have access to a Knowledge Base which provides detailed information on all Cegid Retail Store Excellence features and provides answers to the most frequently asked questions.

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