

Make more possible

Terms of service

Cegid Retail Y2 Advance (SaaS)

October 2026

cegid

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, 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 functions and for which there can be no technical or organizational workaround.

- **Level 2 Anomaly:** Anomaly reproducible by Cegid which makes access to or the use of one (1) or more essential functions of the Service 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 or Level 2 Anomaly.

Environment: means a package grouping together all the software and infrastructure components required to provide the Service to one (1) Client. An Environment includes 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.

Integration Interface: interactions and synchronous or asynchronous data exchange flows between the Cegid Retail platform and third-party applications or systems managed by the Client.

Localization: means, for a list of countries, a set of Service functions, developed by Cegid at its sole discretion. The verb "To Localize" and variations thereof should be used and interpreted, in the context of the Terms of Service, taking this definition into account.

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 the days and times during which Support is provided to the Client as indicated on the Portal and according to the level of Support subscribed for by the Client.

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

POD or point of Delivery: means the production infrastructure of the Service.

Region: Geographical area comprising several data centers.

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

Specific Development: means the computer programs designed and produced by Cegid in compliance with its established rules. Cegid reserves the right to refuse to deploy any specific development not compliant with the rules established by Cegid. A specific development may be designed and produced by Cegid, a partner or by the Client itself. Cegid is not responsible for the content of a specific development designed or produced by a partner or the Client.

Specific Report or Free Export: means any report or dashboard which is not available as standard in the Service which the Client has chosen, of its own initiative, to develop and configure, with or without Cegid's assistance.

Support: means assistance in using the Service, in the context of an Anomaly report. Support will be given provided that:

- The Users have previously been trained in the use of the Service and Updates.
- The Client has technical equipment compliant with the Technical Prerequisites allowing remote assistance and authorizes its use by Cegid, in particular to facilitate the monitoring of Anomalies.

If such is not 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 Service.

It is understood that Support in no case covers User training, any parameters set in the course of billable remote assistance, file repair and transfer, installation of the application, or other actions which constitute additional services.

Updates: refers to enhancements made to the existing standard application functions accessible as part of the Service, made unilaterally by Cegid, with regard to functional changes and provided that such adaptations or changes do not make it necessary to rewrite a substantial part of the existing standard application functions. Updates also include the correction of any Service Anomalies and their Documentation.

Urgent Maintenance: means an interruption of the Service, outside Maintenance Windows, 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 cost of subscription to the Service, at the rates then applicable.

Article 4: Description of the Service

4.1 Point of Delivery (POD)

The Service subscribed for 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 "Scope of the Service" and/or "Financial Conditions" appendices).

Depending on the Client's configuration and technical constraints, Cegid may make recommendations for the POD's location in order to optimize the Service's performance. The final choice of the POD's location will be the Client's sole responsibility.

Depending on the Customer's choice of POD, the data will be located in the following geographical areas: Ireland, Singapore, the United States and/or the United Arab Emirates.

4.2 Environment

The Service, excluding any options subscribed for in the Contract, includes:

- A production Environment with one production database;
- A test Environment whose purpose is mainly to test parameter modifications and developments or to make an Update (new version or patch) prior to deployment thereof on the production Environment.

This test Environment's characteristics are the following:

- Two (2) databases with the same application version and the same functional scope;
- Refresh of the Client Data contained in the production Environment limited to four (4) Updates per year and at the Client's request. The Client Data will be refreshed by loading a copy of the Client Data contained in the production database. Any additional refresh request will be subject to invoicing.

- The application scope will be the same functional scope as the production Environment. The application version or patch level can be different (for new Update testing purposes).

Any additional test environment will be subjected to invoicing.

4.3 Data retention

Cegid will retain the movement history for a 36-month period. After that period, Cegid reserves the right to purge that history to ensure the Service's performance and quality, in which case Cegid will notify the Client at least 3 months prior to purging that data. For any other additional retention requirement (legal, tax or statistical purposes), Cegid provides standard data extraction features as part of its solutions.

The Client is solely responsible for the archiving and retention of its extracted data, in compliance with applicable regulations.

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.

4.5 Details of certain Cegid Retail Services

4.5.1 Cegid Retail Intelligence

The Cegid Retail Intelligence service is fed solely from the production database. The frequency with which Client Data is refreshed is configurable within the limits indicated in the Service documentation to ensure proper operability.

4.5.2 Task Scheduler and queries execution

In order to ensure the proper working and performance of the production Environment, Cegid reserves the right:

- To amend the performance conditions (frequency, time windows, etc.) of certain scheduled tasks. In such case, Cegid agrees to inform the Client of such amendment before it is implemented, and the Parties will jointly agree to the amendments to be made to the performance conditions
- To suspend the execution of queries whose consumption of resources is a risk for the overall performance of the Service.
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4.5.3 Uses of Artificial Intelligence

The Cegid Retail Y2 Service incorporates one or more AI systems. The main features of these AI systems are described below.

The deployer must not use the AI system for purposes not specified in this user manual. Similarly, it is prohibited to misuse the AI system for the prohibited uses referred to in Article 5 of Regulation (EU) 2024/1689 of the European Parliament and of the Council of June 13, 2024, establishing harmonized rules on artificial intelligence and amending Regulations (EC) No. 300/2008, (EU) No. 167/2013, (EU) No. 168/2013, (EU) 2018/858, (EU) 2018/1139, and (EU) 2019/2144, and Directives 2014/90/EU, (EU) 2016/797, and (EU) 2020/1828 ("RIA"). Any prohibited or excessive use, given the intended purpose, is the sole responsibility of the deployer, notwithstanding any contractual provision to the contrary. The tool must not be used as the sole basis for decision-making. The publisher's liability is limited to the contractual framework.

When the AI system operates based on data present in the Customer's solution, the Customer remains responsible for the quality of the input data.

Unless necessary for using the AI system in accordance with the instructions, users are advised not to enter personal, sensitive, or confidential data into the AI system. The Customer acknowledges that any use of the AI tool and its user manual must be brought to the attention of the individuals concerned and, where applicable, employee representatives.

In the event of unauthorized use, attempts to circumvent security measures, or breaches of confidentiality, measures may be taken to address the issue (such as blocking access, issuing notifications, or taking legal action).

For any incidents or questions regarding system operation or confidentiality, please contact dedicated support.

The service may be updated, restricted, or suspended in accordance with the Agreement.

Low-Risk AI System:

The characteristics of the AI system included in Cegid Retail One, as well as the usage guidelines, are as follows:

(i) **Purpose**: To enhance the in-store user experience using an AI-powered assistant (voice and text) that complements the interface aggregating the retail components configured by the Customer, covering use cases such as:

- Adding items to the cart,
- Searching for customers,

- Checking availability,

- Semantic product search

- Task summaries and key performance indicators (KPIs) for staff, aggregated at the store level.

Cybersecurity is ensured through end-to-end encryption (TLS 1.2) of communications, administrator authentication, and comprehensive logging of all sensitive requests. The system undergoes annual penetration testing.

(iii) known or foreseeable circumstances that could lead to risks:

a) Risk of functional misuse: attempts to use the system for unintended use cases (e.g., predictive HR analytics or autonomous decision-making without human oversight). Mitigation: limiting authorized API integrations and comprehensive logging;

b) Data security risk: malicious injection of queries intended to extract confidential data (internal price lists, personal data). Mitigation: strict validation of queries, masking of sensitive data in output, role-based access restrictions;

c) Bias risk: asymmetrical or discriminatory responses based on protected characteristics (gender, origin). Mitigation: quarterly audit of results by demographic cohort; immediate deactivation of the feature if any drift is detected;

d) Continuity risk: the system's inability to handle unexpected language variations or regional contexts. Mitigation: fallback to a guided text-based interface and manual escalation in case of failure to recognize input.

(vi) The input data for the AI system consists exclusively of data available in the Cegid Retail One application, which the user activates and accesses directly according to their operational needs. It includes:

(a) transactional and business data: user queries (voice or text), inventory data, sales, product availability, customer history, and product catalog content—all stored in the Customer's database and accessible via the application's standard interface;

(b) contextual data: customer profiles, real-time inventory movements, and aggregated store-level KPIs—all of which the user already has access to through standard features;

(c) training data: a representative corpus of retail conversations (anonymized, with prior consent obtained) and typical query patterns for small, medium, and large retail environments. No external, third-party, or non-consented data is used. The user may at any time view, export, or revoke the AI system's access to this data via the application settings. No sensitive personal data

(Social Security numbers, banking information, biometric data) may be entered into the system; the Client agrees to filter or anonymize any non-operational personal data prior to use.

Article 5: Access to the Service

The Service is accessible every day, 24 hours a day, except during Urgent Maintenance, Planned Maintenance and Maintenance Windows, as defined in Article 6 "Maintenance Window".

Article 6: Maintenance Window

The Maintenance Window which Cegid may implement is defined as follows: every night from 12:00 AM to 7:00 AM (POD local time).

Article 7: Service Availability

Cegid undertakes to provide a Service with an availability rate of at least 99.7%.

Service availability is defined as the ability to access the Service, including any workaround solution enabling the Client to continue using the front-office sales functions, 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 (POD local time).

TI refers to the Service downtime, which does not include interruptions (i) related to Scheduled Maintenance, (ii) related to Emergency Maintenance, (iii) due to a force majeure event, (iv) caused by equipment provided by the Customer (or the Customer's suppliers), or (v) related to a system not covered by the Service, including, but not limited to, the Customer's telecommunications network.

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

AR = (RP - sum of DT) / RP * 100[%]

Only the production Environment is subject to the availability rate mentioned above. Only the AR measurement taken by Cegid is considered valid.

Article 8: backups and recovery management

Cegid is responsible for performing backups and restores to safeguard Customer Data.

In the event of a disaster, major incident, or damage affecting the infrastructure that hosts and operates the Service, Cegid undertakes to implement the necessary measures to restore the Service from the backup deemed most appropriate, in accordance with the Recovery Point Objective ("RPO") and Recovery Time Objective ("RTO") defined below.

For databases whose volume does not exceed 1 TB of data and whose transaction history retention period does not exceed twenty-four (24) months, the following commitments apply:

Situation	**RPO**	**RTO**
Loss of IaaS or PaaS components	30 minutes	4 hours
Data corruption	12 hours	48 hours
Loss of a data center in the same cloud region	30 minutes	4 hours

For any other configuration or any other case not expressly mentioned above: RPO: twenty-four (24) hours;

- RTO: forty-eight (48) hours.

The RPO and RTO objectives apply to incidents requiring Cegid to activate business recovery or data restoration procedures.

The RTO is calculated from the time Cegid classifies the incident as a disaster requiring the activation of recovery or restoration procedures.

Within the Service's shared (multi-tenant) architecture, requests for selective restoration of data specific to a Customer, an entity, a store, a user, or a given date are not covered by the above commitments and may not be technically feasible.

The RTO and RPO commitments do not apply in the event of destruction, loss, or corruption of Customer Data by the Customer or a third party who has accessed the Service through no fault of Cegid.

Cegid regularly performs checks and restoration tests to verify the effectiveness of its backup and recovery systems. Backups of Customer Data, as well as backups of POD data, are created in six copies stored in different locations across two different regions. They are performed on a daily cycle as indicated below:

Cegid is responsible for the backups and recovery service in order to secure the client data.

Client data, as well as POD data, are backed up in 6 copies stored in different locations over two different regions. Backups are performed on daily cycles as indicated below:

Type	Frequency	Retention
Daily differential database Backup	Every night	31 days for PROD 14 days for TEST
Duplication of transaction logs	Every 15 minutes	15 days for PROD 7 days for TEST
Weekly total DB backup	Every Sunday	10 weeks for PROD 2 weeks for TEST

A restore may be performed at the Customer's request based on one of these backups, during their retention period.

In the event of an incident affecting the infrastructure used to operate the Service, Cegid undertakes to restore the Service as quickly as possible based on the most appropriate backup.

Article 9: Service Availability Zone

The Service includes an availability zone, i.e. a high availability offering which protects the Service against data center failures. Availability zones are single physical locations within a given Region, selected by the Client upon subscription (choice of POD).

Article 10: Updates

10.1 Update schedule

Cegid undertakes to inform the Client in advance of Update implementation dates and times by email and/or through the Portal and/or by any other appropriate means.

Cegid will update the Service with new features and patches. These updates may concern all or part of the Service.

10.2 Update processes

Cegid will perform Updates with the Client's prior approval, except for any Updates regarding mutualized services which will be performed unilaterally by Cegid, be it on the test database, or additional databases (if an additional database was subscribed for) or on the production database. The documentation in relation with Updates will be made available by Cegid by email and/or 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 nature (which can lead, without limitation, to changes in configuration) may require Professional Services (such as training).

The Client is informed that the performance of such Professional Services is not included as part of the Service.

For each Update, the Client must test each Specific Development, data integration interface, or Specific Report (also called Free Exports) to ensure its compatibility with the new version.

Any Specific Report, Integration Interface or Specific Development that is not compatible with the new version may result in a billable intervention by Cegid or by a certified partner.

Article 11: Country Package

"Cegid Retail" is an international product. For a list of countries, Cegid offers a Localized version of the Service.

To benefit from it, the Client must have acquired the "Country Package" services corresponding to the selected countries. If the Client uses the Service in a country for which it has not acquired a Country Package and/or for which there is no Country Package, the Client acknowledges and agrees that the Service will be used under its sole responsibility and that the Service has been subject to no adaptation to local specificities. Cegid may not be held liable for the consequences relating to use of the Service in such countries.

Maintenance on the Localized version of the Service, includes the (i) provision of all developments made to the Localization, adopted unilaterally by Cegid as well as (ii) correction of any anomalies in the Localization compared to its Country Package Book.

Except as part of the Country Package subscribed for by the Client, Support and maintenance of the standard application functions include no adaptations and/or developments which may be required pursuant to applicable laws and/or regulations.

Article 12: SaaS Administrators

The Client must appoint at least one (1) SaaS administrator who will be Cegid's sole contact person and will be the sole person from among the Client's teams authorized to carry out certain special operations pertaining to the access to and processing of the Client Data.

The Client is authorized, should it so desire, to appoint one or more additional SaaS administrator(s) from among its teams or the teams of a third-party company (such as a subsidiary, a Cegid Partner, etc.). In that case, the Client acknowledges that that outside SaaS administrator will have the power to carry out all the operations referred to in the paragraph above and that Cegid will in no event make the requests of such outside SaaS administrator subject to the Client's prior approval. In any event, the Client will remain fully responsible for the actions of such outside SaaS administrator.

The Client will manage the designation of the SaaS administrator(s) with full autonomy (via the Portal).

PROVISIONS CONCERNING SUPPORT SERVICES

Article 13: Description of Support services

13.1 General description of the services provided

Cegid undertakes to provide the Client with Support via access to the Portal and via telephone access under the conditions of this Article.

13.2 Access to Support through the Portal

Access to Support by the Client through the Portal will allow the Client to benefit from the following possibilities:

- Make a written request in the space of the Portal reserved for this purpose;
- Monitor the processing of his/her Requests;
- Access statistics on the use of the Service over a given period;
- Consult the technical information made available by Cegid.

Special Implementing Procedures

Requests will be logged in Cegid's systems to ensure their traceability and processing according to their level of criticality.

To facilitate the provision of Support, the Customer agrees to accurately describe its Request and the situation it is experiencing (context description, error messages, menu sequences, etc.), documenting it by any means at its disposal, so that Cegid can reproduce and classify any incidents and/or anomalies brought to its attention.

Cegid will acknowledge receipt of the Request electronically.

In the absence of an immediate response and/or resolution, the timeframe allotted for a Cegid technician to address the Request shall be the timeframe indicated on the Portal (during Business Hours), starting from the time the Request is logged during Support Business Hours and depending on the Service Level subscribed to by the Customer.

Cegid undertakes to meet the response time indicated on the Portal for at least 75% of Requests. Cegid's compliance with this percentage will be evaluated over a period of twelve (12) consecutive

months beginning on the date the Service commences, provided that the Customer fulfills its obligations under the Service Agreement.

13.3 Access to Support by phone

This article applies to the Customer based on the Support level ordered, as detailed on the Portal.

Telephone access to Support allows the Customer to submit Requests to a Cegid call center.

The Cegid Support hotline is available during Business Hours.

The cost of telephone calls is the responsibility of the Customer.

Requests will be logged in Cegid's systems to ensure traceability and will be processed according to their level of criticality.

To facilitate the Support process, the Customer agrees to accurately describe their Request and the situation they are experiencing (context, error messages, sequence of menu options, etc.), documenting it as necessary using all available means. This will enable Cegid to reproduce and classify any incidents and/or anomalies brought to its attention.

Cegid will provide responses either by answering the call directly, by calling the Customer back, or electronically.

In the absence of an immediate response and/or action to address the Request, the timeframe allotted to a Cegid technician to process the Request is the timeframe indicated on the Portal (during Business Hours), starting from the time the Request is logged during Business Hours and depending on the service level ordered by the Customer.

13.4 Processing of Anomalies

Upon expiration of the Request processing period (during the Business Hours specified on the Portal), Cegid will categorize and reproduce the Anomaly.

Upon completion of this assessment and reproduction of the Issue, Cegid will have:

- Twelve (12) hours on a business day to provide the Customer with a corrective action plan or a workaround in the event of a Criticality 1 Issue.

- A period of six (6) business days to provide the Customer with a corrective action plan or a workaround in the event of a Critality 2 Anomaly.

With regard to Criticality 3 Anomalies, Cegid shall not be required to meet any deadline for correction or for providing a workaround.

For the purposes of this clause, "Business Day" means any day from Monday through Friday, between 9:00 a.m. and 7:00 p.m., in the time zone of the R&D center responsible for resolving the issue.

13.5 Centralized calls

This article applies to the Customer, depending on the Support level ordered, as detailed on the Portal.

A Customer may benefit from the centralized Support call level only when the certification rules in paragraph (a) below have been complied with and verified by Cegid's teams. If the Customer is certified or uses the services of a certified Cegid partner for the Support level for which the Contract was established, the Customer may benefit from special commercial terms granted by Cegid, subject to compliance with the certification rules and the practical procedures for call centralization described in paragraphs (a) and (b) below.

In the event that the Customer fails to comply with the certification requirements described in paragraph (a) and/or the centralized call procedures described in paragraph (b), the Customer will have a three (3)-month period to remedy the situation, beginning from the time Cegid sends the Customer a registered letter with acknowledgment of receipt notifying them of the non-compliance. If the Customer fails to remedy the non-compliance within the specified timeframe, Cegid may terminate the "Centralized" Support level and automatically apply the current pricing terms for the "Decentralized" Support level.

a. Certification Rules

The Customer agrees to have a team of at least two (2) certified individuals or to use the services of a Cegid partner certified in the eligible Cegid version within six (6) months of subscribing to the Service. Employees of the Customer or the Cegid partner must complete the training program organized by Cegid.

At the end of this training program, the knowledge acquired by the Client's employees or those of the Cegid partner will be validated by Cegid through a test. Upon successful completion of the test, a registered certificate will be issued in each person's name. The names of certified employees will be recorded by Cegid in its Request Management System. Certificates are issued on an individual basis, and the Client agrees to maintain a minimum of two (2) certified individuals at all times for the duration of the Service or to engage the services of a certified Cegid partner.

The terms and conditions governing the certification training, as well as the associated costs, will be the subject of a separate purchase order or contract independent of these terms and conditions.

b. Call centralisation procedures

Certified employees of the Client or the Cegid partner will be responsible for centralizing and responding to Requests. Under no circumstances may other Users of the Client or the Cegid partner directly access Support services; certified employees are responsible for centralizing requests and providing responses to Users. In the event that the Client's or Cegid partner's certified employees are unable to handle a Request, only these employees shall be authorized to contact Support and forward Cegid's responses to the Client's other Users.

Only certified employees are authorized to contact Support Services. The Client acknowledges and agrees that Cegid may verify the names of the Client's or Cegid partner's certified employees during and after interactions with its Support Services.

13.6 Language Support Services

As part of its support services, Cegid is committed to including, within its team of advisors, individuals with the language skills necessary to understand and respond to Requests in the languages listed on the Portal.

Each Request will be handled by a Cegid technician with the required language skills. If such a technician is not available, Cegid agrees to call the Customer back within the specified time frame.

The Customer is informed that expert services (i.e., Cegid's R&D and Production teams) will be provided to the Customer only in English or French.

13.7 FAQ Portal Access

The Customer will be able to access a database containing a list of frequently asked questions and their answers.

13.8 Support Service Level

The following table describes the options and procedures regarding the provision of Support by Cegid, based on the Service Level subscribed to by the Customer as of the date the Contract was signed. This table is updated regularly and is available on the Portal. In the event of any conflict between this section and the updated table on the Portal, the latter shall prevail.

Service by contract	CEGID OPEN CEGID OPEN C.	CEGID PRIVATE CEGID PRIVATE C.
Services		
Become more autonomous		
CegidLife 24/7 customer center	•	•
24/7 knowledge database	•	•
24/7 Portal access	•	•
Leave no question unresolved		
Telephone access to Support services	•	•
Response time*	8 hours	8 hours
Faster response time**	2 hours**	30 min.**
Monday through Friday: 9:00 am – 7:00 pm	•	
Monday through Friday: 9:00 am – 10:00 pm		•
Saturday: 9:00 am – 7:00 pm	•	
Saturday and Sunday: 9:00 am – 10:00 pm		•
Language support	•	•
Manage your relationship with Cegid		
Customized Quarterly Follow-up		•
Customer Relations Service	•	•
Always be up-to-date		
Functional/ergonomic updates	•	•

C. = Centralized

*Starting from registration of the Request during Opening Hours.

**This faster response time applies only to Requests relating to critical front-office application functions of the Service.

END OF THE TERMS OF SERVICE WHICH CONSISTS OF 17 PAGES.