



Terms of Services

**SaaS & DRaaS
for Cegid Talent**

October 2024

cegid

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1. DEFINITIONS

The terms defined below have the following meanings in both singular and plural, and take precedence over the same terms defined in the Contract:

SaaS Administrator: Refers to the individual(s) appointed by the Client as the sole contact for Cegid authorized to perform specific operations related to the access and processing of Client Data. Cegid must be notified of any changes to the SaaS Administrator.

Anomaly: Refers to a defect, malfunction, or non-compliance of the Service that can be reproduced relative to its Documentation. Anomalies, which must be qualified by Cegid, are classified into three categories.

- **Criticality 1 Anomaly:** A reproducible anomaly by Cegid that makes access or use of one or more essential features of the Service impossible, for which no technical or organizational workaround exists.
- **Criticality 2 Anomaly:** A reproducible anomaly by Cegid that makes access or use of one or more features of the Service impossible, but for which a technical or organizational workaround may exist.
- **Criticality 3 Anomaly:** A reproducible anomaly by Cegid that does not meet the characteristics of an anomaly of another criticality level.

CSA: A marketing and commercial acronym for the Cegid Service Advanced, the subject of this Service Guide.

Associated Contract: Refers to the contract under which the Client subscribes to an eligible Cegid SaaS solution for the DRaaS Service.

Cegid Talent: Refers to the Cegid Talent SaaS solution.

Effective Date: The date mentioned in the Contract marking the start of the Service duration.

Major Incident Date: The date and time when a Major Incident is acknowledged by Cegid.

Return to Normal Situation Date: The date and time when the Nominal Service is made available again at a Production Site.

Request: Refers to:

- For the Nominal Service, Secured Service, and DRaaS Service, any reproducible operational incident encountered by the Client during use, as well as any Anomaly reported to Cegid by the Client.
- For the Cegid Software, any reproducible operational incident encountered by the Client during use, as well as any Anomaly reported to Cegid by the Client.

Specific Development: Refers to software programs designed and developed by Cegid for the Client based on their needs.

Documentation: Refers to the information provided by Cegid in the form of user documentation accompanying the Cegid Software, Specific Developments, and Interfaces, or available as online help.

Environment: A set comprising an application version and a database instance.

Production Environment: Refers to the technical environment where the Cegid Software is used for the operational execution of human resource management processes.

Preproduction Environment: Refers to the technical environment where settings and/or Updates are delivered before integration into the Production Environment.

Specific State: Refers to any state or dashboard not available as standard in the Service that the Client has chosen to develop and configure, with or without Cegid's assistance.

Maintenance Window: The period during which the Service may be unavailable due to regular operations in accordance with the provisions of this Service Guide (e.g., patches, Updates, antivirus, backups).

Hotfix: A corrective measure aimed at urgently resolving criticality 1 anomalies outside of the planned Updates.

Business Hours: Monday to Friday, excluding holidays, from 8:45 AM to 12:30 PM and from 1:15 PM to 5:45 PM. On Mondays, starting at 9:00 AM, and on Fridays, ending at 4:45 PM. These hours are for Metropolitan France, GMT +1.

Service Indicators: Refers to the following indicators:

- Number of incidents per period
- Breakdown of incidents by type
- Breakdown of incidents by status

- Timeliness

Interfaces: Refers to the software development(s) created by Cegid to facilitate data exchange between the Cegid Software and one or more software programs owned by the Client.

Business Day: Refers to any day from Monday to Friday that is not a public holiday in Metropolitan France.

Planned Maintenance: Refers to maintenance scheduled by Cegid at least forty-eight (48) hours in advance (e.g., version update). Planned Maintenance occurs during Maintenance Windows.

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

Updates: Refers to improvements to existing standard application features accessible under the Service, unilaterally decided by Cegid, in view of functional developments, provided that such adaptations or developments do not require the rewriting of a substantial part of existing standard application features. Updates also include the correction of any Service Anomalies relative to their Documentation.

DRaaS Service Activation: Refers to the date Cegid notifies the Client of the DRaaS Service activation.

Configuration: Refers to the activation of standard application features of the Cegid Software based on the Client's management rules, developments made by Cegid under the Service, and modifications made by the Client.

"Ordered Items" Section: Refers interchangeably to the "Ordered Items" section of the order form or the Annex - Service Scope of the Contract.

Portal: Refers to the information and exchange space owned by Cegid, available to its clients using Cegid Software 24/7, except for maintenance and security interruptions.

Access to the Portal allows the Client to:

- Submit a Request in writing in the designated Portal space;
- Track the processing of their Requests;
- Access Support usage statistics over a given period.

Implementation Services: Refers to services concerning the implementation of the SaaS Service.

Cegid Software: Refers to the set of standard application features accessible under a SaaS service when the Client has entered into a SaaS service contract with Cegid.

RACI: Refers to the matrix detailing the distribution of roles and responsibilities between the Parties concerning the purpose of a task or project.

RPO (Recovery Point Objective): Refers to the maximum duration before a Major Incident during which the Client can tolerate a loss of Client Data.

RTO (Recovery Time Objective): Refers to the maximum time to activate the Secured Service from the Major Incident Date.

Service: Refers to the services provided under this service guide.

DRaaS Service: Refers to the Service governed by these terms, which includes a set of technical and operational processes enabling the Client to resume activity of the Secured Service at a Backup Site in case of a Major Incident.

Nominal Service: Refers to the Service governed by the Associated Contract and delivered at the Production Site.

Secured Service: Refers to the scope of the Nominal Service benefiting from the DRaaS Service.

Major Incident: Refers to an event of extreme severity at the Production Site acknowledged by Cegid (e.g., fire, explosion, natural disaster, terrorist act) that causes a prolonged unavailability of the Nominal Service for more than 24 hours and prevents Cegid from determining with certainty a recovery time at the Production Site.

Production Site: Refers to the infrastructure dedicated to producing the Nominal Service.

Backup Site: Refers to the infrastructure dedicated to recovery operations related to the DRaaS Service.

Support: Refers to assistance services for using the Service concerning the use of standard application features of Cegid Software and application maintenance services of Cegid Software. Support can only be provided by Cegid within the following limits:

(a) Users have been trained in the use of the Service and Updates beforehand.

(b) The Client has the required technical equipment according to the Technical Prerequisites enabling remote assistance and authorizes its use by Cegid, especially to facilitate the monitoring of Anomalies. If this is not the case, Support may be suspended immediately by Cegid without the Client being entitled to any compensation or refund of amounts already paid for the Service.

TMBI: Refers to the embedded querying and reporting module in the Cegid Talent solution. This module is by default available only in the Client's Production Environment.

Ticket: Refers to any request submitted by the client on the Portal handled under the Client Environment Administration option.

End Users: Refers to the Client's employees who use the Cegid Talent solution.



SECTION

01

CEGID TALENT

Saas

2. PURPOSE

These Terms of Services, which forms an integral part of the Contract, describe the specific provisions applicable to the Cegid Talent Services that prevail over the general provisions of the Contract in case of contradiction and/or complement the general provisions of the Contract.

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

A regularly updated digital version of this service guide is available in the general terms and conditions section of the Cegid website: <https://www.cegid.com/global/terms-and-conditions/>

3. SCOPE OF THE SERVICE

The effective scope of the ordered Service (modules, number of active user records, etc.) is as specified in the Contract.

The Service includes two Environments:

- A Production Environment;
- A Preproduction Environment that allows for the integration of new configurations and testing before going live.

4. SERVICE LIMITATIONS

The Cegid Talent Service is accessible for a defined range of maximum monthly active user records as specified in the Contract.

For all Client instances (Preproduction and Production Environments), this contract includes up to 100 Gigabytes of disk space. Beyond 100 Gigabytes, Cegid will inform the Client of the excess, and the matter will be addressed during the regular Follow-up Committee. In this case, it is the Client's responsibility to decide whether to purchase additional disk space or to archive and purge data to remain within the 100 Gigabyte disk space limit.

If necessary, Cegid may offer the Client support services for data archiving and purging projects.

The Preproduction Environment consists of an application instance covering the same functional scope and version as the Production Environment. Its limitations are as follows:

The initialization of the Preproduction Environment data by loading a copy of the Production Environment data, excluding attachments when a new module goes live. Any additional update requests will be subject to a chargeable service.

The TMBI module of the Cegid Talent solution is available only in the Production Environment. This module is accessible for a minimum of one user plus the contracted number of users as specified in the financial conditions.

5. ACCES TO THE SERVICE

The service is continuously accessible except during Maintenance Window and Urgent Maintenance periods.

The Maintenance Window is defined as follows:

- Saturday from 23:59 to Sunday 12:00 (UTC+1)
- Monday from 20:00 to 23:59 (UTC+1) – For major and minor version updates, communicated in advance. Update details are provided in the "Updates" section of this document.

Urgent Maintenance may occur at any time. In such cases, Cegid commits to keeping the Client informed.

6. SERVICE AVAILABILITY

99.9% of the time per calendar month (excluding scheduled maintenance periods).

Cegid reserves the right to interrupt the application service to perform maintenance. These interruptions will occur during maintenance periods.

Service availability is defined as the ability to access and connect to the Service for at least one Client User and is guaranteed over a typical reference period (PRT).

TI is the downtime of the Service, excluding interruptions related to (i) the Maintenance Window; (ii) Urgent Maintenance; (iii) interruptions due to Force Majeure; (iv) interruptions caused by equipment provided by the Client (or the Client's suppliers); or (v) interruptions related to systems outside the Service scope, including the Client's telecommunications network.

The availability rate (TD) is calculated monthly:

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

Only the Production Environment, excluding any other environment, is subject to the above availability rate.

7. BACKUP AND RESTORATION MANAGEMENT

Cegid is responsible for conducting backups and restorations to secure the Client's data. Client data backups are made in two copies stored in two different locations. They are performed on daily, weekly, and monthly cycles as follows:

Backup Type	Frequency	Retention Period
Daily	Every night	7 calendar days
Weekly	Every weekend	4 weeks
Monthly*	Every last day of the month	4 months
DB transaction log duplication to DR	Every hour	24 hours

* Monthly backups do not apply to Preproduction Environments.

A restoration on technical justification or if no application solution exists can be performed at the Client's request based on one of these backups, during their retention period.

Documents stored by Cegid Talent benefit from the same backup policy as the Production Environment. In the event of a Production Environment restoration, the available documents are those existing at the requested restoration date.

In the event of a disaster affecting the infrastructure operating the Service, Cegid commits to restore the Service as quickly as possible based on the most appropriate backup.

If the Client has subscribed to the DRaaS service, the conditions described in section 2 of this Service Guide apply.

8. MISES A JOUR

Updates are classified into two categories:

- New major versions
- Minor corrective versions (patches).

The following nomenclature is used for versioning updates to the Cegid Talent solution: AAMM.X.X.

- The first four-digit numbering indicates the update date in the format AAMM (year, month).
- The numbering after the update date, comprising a series of numbers separated by dots (X.X), indicates the version number during the corresponding year, defined as follows:
 - An increment of the first number corresponds to a major application version, while an increment of the second number corresponds to a minor version.
 - Major versions bring new features and/or a significant overhaul of existing features, signifying a new version.
 - Minor versions mainly provide minor corrections or additions of secondary features in a published major version.

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

Cegid commits to inform the SaaS Administrator in advance of Update implementation dates (except for corrective 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 developments) or their technical complexity (which may, but is not limited to, lead to configuration changes), may require the execution of Implementation Services (including training). Cegid commits to inform the Client before making such Updates available.

The Client is informed that the execution of Implementation Services is not included in the provision of Updates but can be performed within the framework of the Evolution Service as defined in paragraph in Section 3 of this Service Guide.



SECTION 02

Cegid Talent Draas
(Disaster Recovery As a Services)

9. DISASTER RECOVERY AS A SERVICE (DRaaS) SUPPLEMENT

The DRaaS Supplement of this Service Booklet is an integral part of the Contract and is in accordance with its article "Definitions." This supplement describes the specific provisions applicable to the DRaaS Service, which prevail over the general provisions of the Contract if the DRaaS service has been subscribed to by the Client.

PROVISIONS CONCERNING THE SCOPE OF THE SERVICE

10. SERVICE SCOPE

The effective scope of the ordered DRaaS Service is specified in the "Ordered Elements" section. The DRaaS Service is available for a defined range of maximum authorized active monthly user files as specified in the "Ordered Elements" section.

The DRaaS Service allows the Client to benefit from a business recovery of the Protected Service at a Recovery Site in case of a Major Incident, under the following execution conditions:

- **RTO:** a maximum of 24 consecutive hours from the Date of the Major Incident Declaration, including weekends and holidays;
- **RPO:** the RPO is a maximum of 24 hours preceding the Major Incident, excluding data processing (loading and data exchanges) that may be in progress at the time of the Major Incident;

If the decision to activate the recovery processes occurs while an Update is in progress, the RTO is then extended by the time necessary to complete this Update.

The scope of the Protected Service is as follows:

- Cegid Talent
- Interfaces in the Production Environment under the Nominal Service

The Protected Service covers only the Production Environment, excluding any other environment.

The scope of the Protected Service does not include:

- Online courses
- Additional services that may be operated by third parties, which have their own recovery plans. Only the interfaces ensuring the transmission of information to these potential additional services are covered by the DRaaS Service.

PROVISIONS CONCERNING OPERATIONAL MANAGEMENT

11. NOMINAL SITUATION

In the context of the Nominal Service, and from the DRaaS Service Start Date, Cegid implements the technical solution for replicating Client Data at the Recovery Site and maintains its operational conditions throughout the duration of the Associated Contract. Replication is at least daily.

Cegid will provide the Client with any documentation describing the connection and usage methods of the Protected Service via information on the Portal and/or any other appropriate means.

Furthermore, Cegid conducts regular tests (some of which are open to the Client under the following article) to ensure the proper functioning of the technical and operational recovery processes covered by the DRaaS Service.

12. ANNUAL CLIENT TEST

Once a year, upon request, the Client can test the proper functioning of the recovery processes covered by the DRaaS Service.

The schedule and duration of the tests are jointly determined by the Client and Cegid. Any documentation describing the connection and usage methods of the Protected Service during the tests will be provided by Cegid via information on the Portal and/or any other appropriate means.

During the test period, Cegid closes access to the Nominal Service and activates the Protected Service with Client Data from, by default, the last daily replication and with the HD option, the most recently replicated data.

Replication of Client Data from the Production Site to the Recovery Site is suspended for the duration of the tests. The Client is therefore informed that any modifications made on the Protected Service will not be transferred back to the Nominal Service after the test period.

The Client accesses the Protected Service through a connection link (URL) that may differ from the one used for the Nominal Service.

The Client accesses the file transfer service of the Protected Service through an address that may differ from the one used for the Nominal Service. The Client can then test:

- Accessibility to the Protected Service;
- Availability and functionality of the Protected Service with Client Data corresponding to the contracted RPO from the opening date of the test period.

The Client is informed that the automatic transmission of data generated by the Protected Service interfaces is not activated during the test period.

At the end of the test period, the connection link to the Protected Service is no longer accessible.

13. OCCURRENCE OF A MAJOR INCIDENT AND ESTABLISHMENT OF A CRISIS CELL

Upon the Date of the Major Incident Declaration, Cegid establishes a crisis cell.

This crisis cell brings together Cegid resources with the necessary skills and level of responsibility to activate and implement recovery processes in a Major Incident context. The members of the crisis cell are designated in advance by Cegid so that it can be established in compliance with the contracted RTO.

14. RECOVERY

The decision to trigger the recovery processes is made by the crisis cell. The Client is then notified of this decision via information on the Portal and/or any other appropriate means.

After triggering the recovery processes, the Protected Service is made available to the Client according to the contracted RPO and RTO. Cegid commits to activating the Protected Service with a Telecom access equivalent to that of the Nominal Service if the latter is of the Internet type, or VPN IPSec. If the Telecom access of the Nominal Service is a private Telecom access (operator VPN), Cegid commits to activating the Protected Service with an Internet type access unless the Client has implemented a private Telecom access (operator VPN) at the Recovery Site before the DRaaS Service Start Date.

The crisis cell is maintained throughout this period. The Client is informed that during this period, Cegid will make its best efforts, within the framework of an obligation of means, to deliver the Protected Service according to the commitments of the Service Booklet of the Associated Contract.

15. RETURN TO NORMAL SITUATION

The decision to trigger the processes for returning to the Nominal Service is made by the crisis cell when the operational context allows. Cegid will make its best efforts to shorten the return to the Nominal Situation.

The Client is then notified of this decision and the Date of Return to the Nominal Situation via information on the Portal and/or any other appropriate means.

The Nominal Service is made accessible with the Client Data from the Protected Service available at the Date of Return to the Nominal Situation.

From the Date of Return to the Nominal Situation, the Protected Service is made inaccessible, the crisis cell is dissolved, and the continuous replication of Client Data on the Recovery Site is reactivated.

TECHNICAL PROVISIONS RELATED TO THE SERVICE

16. INFRASTRUCTURE FOR OPERATING THE SERVICE

The business recovery of the Protected Service is operated on the Recovery Site infrastructures equivalent to the Production Site infrastructures as described in the Associated Contract.

PROVISIONS CONCERNING SUPPORT

17. SUPPORT WITHIN THE NOMINAL SERVICE

Provisions concerning Support apply to the Nominal Service.

18. SUPPORT DURING THE TEST PERIOD

The Client will have the possibility to categorize a Request on the Portal concerning the DRaaS Service tests for escalation to specialized resources.

19. SUPPORT WITHIN THE PROTECTED SERVICE

During the entire duration of the Protected Service, only Support provisions related to Critically 1 Anomalies will apply to the Protected Service.

20. FORCE MAJEURE PREVENTING EXECUTION OF THE DRaaS SERVICE

The force majeure cases listed below are distinct from the Major Incidents that are the subject of this Service Booklet.

Thus, Cegid is obligated to execute the DRaaS Service in case of a Major Incident, but its liability cannot be sought if it is unable to fulfill its contractual obligations related to the DRaaS Service due to force majeure reasons other than Major Incidents affecting the Production Site.

Initially, force majeure cases will suspend the execution of the Contract.

Expressly considered as force majeure or fortuitous events are those usually recognized by the jurisprudence of French courts and tribunals, as well as the following events:

- Any case beyond Cegid's control affecting the Recovery Site, preventing Cegid from providing the DRaaS Service as described in this Service Booklet, such as war, fire or explosion, natural disasters, terrorist acts.
- Riots, internal or external strikes, lockouts, occupation of Cegid's premises, particularly the Recovery Site, legal or governmental restrictions.
- Epidemics, pandemics affecting Cegid's personnel and/or personnel assigned to the Recovery Site.
- Lack of energy supply, partial or total shutdown of the Internet network and, more generally, private or public telecommunications networks, infrastructure blockages.



SECTION

03

**Support
& Cegid Service Advanced**

21. SUPPORT & CEGID SERVICE ADVANCED ADDENDUM

The Support & CSA (Cegid Service Advanced) addendum to this Service Manual forms an integral part of the Contract in accordance with its "Definitions" article. This addendum describes the specific provisions applicable to the Support & CSA Services that prevail over the general provisions of the Contract.

22. GENERAL APPLICABLE TERMS

22.1. Key Contacts and Execution Conditions

Support and CSA Services will be conducted remotely by Cegid support analysts. A dedicated contact person at Cegid will be assigned to the Client to ensure account follow-up.

Authorized contacts will be identified by the Client among its staff. These client contacts must possess the necessary knowledge to facilitate the execution of Support and CSA Services. The maximum number of authorized contacts will be determined by the level of CSA chosen by the Client. Clients without the CSA level 1 or 2 option may identify up to three (3) contacts.

Both Parties agree to utilize all functionalities offered by the online ticket management Portal for exchanging the various information and data necessary for executing the Support and CSA Services. Consequently, the Client commits to having the necessary equipment to use the Portal and to provide operational access to the Preproduction and Production Environments.

22.2. Submitting a Request

To facilitate the execution of Support and CSA Services, the Client commits to describing its Request and the situation it encounters accurately (context description, error messages, menu sequences, etc.), documenting it if necessary by any means available, to enable Cegid to reproduce and identify any incidents and/or configuration Anomalies brought to its attention.

Requests are recorded in Cegid's tools for traceability and are processed according to their level of criticality.

Cegid's response will be provided in the form of an electronic reply in the Portal.

If an immediate response is not possible, the time for a Cegid technician to handle and/or resolve the Request will be as defined from the time the Request is logged during the Support's Operating Hours.

23.SUPPORT

23.1.Support Scope

Support covers the following theme, excluding any other:

- Application maintenance of the Cegid Talent Software

23.2.Application Maintenance

Support access is provided exclusively for reproducible malfunctions of the software used in accordance with its documentation and Cegid's indicated recommendations (qualification, diagnosis & incident follow-up until resolution). Support does not cover user training, configurations made during a remote assistance session subject to billing, file repair and transfer, application installation, or actions subject to a supplementary service.

Support can only be provided by Cegid if:

- Users have been previously trained in the use of the Cegid Talent Software and its Updates
- The Service is used on equipment that meets Cegid's Technical Prerequisites

If this is not the case, support may be suspended by Cegid with immediate effect after prior notice, without the Client being entitled to any compensation or refund of amounts already paid for the Service.

23.3. Incident Handling Times and Anomaly Correction Methods

Criticality Level	Response Time (Business Hours)	Resolution
Criticality 1	4 hours	Cegid teams will be mobilized 24/7 to resolve the anomaly until a workaround or a correction (temporary or permanent) is delivered. Cegid Support teams will be reachable 24/5. Criticality 1 anomalies will be corrected via Hotfix.
Criticality 2	6 hours	Cegid teams will be mobilized during business hours to resolve the anomaly until a workaround or a correction (temporary or permanent) is delivered. Cegid Support teams will be reachable during business hours. Criticality 2 anomalies will be corrected via minor release.
Criticality 3	2 business days	Cegid teams will be available during business hours to resolve the anomaly according to their priority. Criticality 3 anomalies will be corrected via Service Update.

Cegid commits to adhering to the above handling times for at least 75% of Requests. Compliance by Cegid with this percentage will be evaluated over a consecutive twelve (12) month period from the start date of Support provision and requires the Client to fulfill its obligations and Cegid's Technical Prerequisites.

23.4. RACI

Tasks	Deliverables	Cegid	Client
Anomaly Detection and Description	Portal Publication	I	R
Anomaly Qualification and Criticality Level Assignment	Report on Portal	R	I
Anomaly Handling		R	I
Analysis, Correction, Unit Testing		R	I
Integration Testing and Validation	Validation via Portal	I	R
Approval for Production Deployment	Notification via Portal	R	I
Production Deployment	Notification via Portal	R	I

RACI: R-Responsible, A-Accountable, C-Consulted, I-Informed

23.5.Accessing Support via the Portal

Both Parties agree to utilize all functionalities offered by the online Ticket management Portal for exchanging the various information and data necessary for executing the SUPPORT Service. Consequently, the Client commits to having the necessary equipment to use the Portal.

23.6.Escalation Process

An escalation mechanism has been implemented to allow the client to report urgent, critical issues that require increased visibility. The incident can be escalated to the Customer Support Manager. If a critical issue is not addressed by the support contact and the Customer Support Manager, an executive incident escalation email can be sent to: incident-talent@cegid.com.

Recipients of this executive escalation email include: IT Director, R&D Director, Professional Services and Customer Support Director, Customer Support Manager.

23.7.End-User Support Option Scope

Optionally, Cegid can support the Client's end-users in using the Cegid Talent application. Support covers simple questions related to using the tool, for example: how to retrieve my password, how to change my username, etc. End-user support does not include explaining the Client's business processes.

Support is provided through the Portal or by email, with the channel being defined by Cegid according to the number of users to be supported.

23.8. Support Services Summary

	Support Services Summary
Activity	Cegid Open
24/7 Support Portal Access	x
Request Submission and Processing: anomalies	x
Escalation Process	x
Authorized Client Contacts: SaaS Administrator	3
Access to standard product documentation and online help	x
End-User Support	Optional on Quote

23.9. Client Data Return

Upon expiration or termination of the Contract, access to the Service will be closed on the last day of the Service. The Client must therefore have retrieved the Client Data accessible through the Service's features before this deadline.

In implementing the retrieval of its Client Data, the Client may request assistance or training services from Cegid. These services will be subject to a prior quote and order from the Client and will be billed at the current rate.

If Cegid implements these assistance services for the return of Client Data, the return of a copy of the latest backup of Client Data by Cegid will be carried out in a standard market format chosen by Cegid and will be made available to the Client as a download. This return will be done within a maximum of forty-five (45) calendar days from the Client's signature of the quote.

Starting from the ninetieth (90th) day from the date of Contract termination, the process of erasing Client Data will be initiated to render it unusable. This erasure will affect production data and any existing environment, as well as backed-up data, in accordance with backup retention durations.

24. CEGID SERVICE ADVANCED (CSA)

The CSA addendum to this Service Manual is an integral part of the Contract in accordance with its "Definitions" article. This addendum describes the specific provisions applicable to CSA Services that prevail over the general provisions of the Contract if the CSA has been subscribed to by the Client either in its level 1 or level 2 version.

24.1. Scope of the Monitoring Committee

This article applies to Clients who have subscribed to CSA level 1 or 2.
The monitoring committee is the regular steering body.

As such, the Monitoring Committee examines all matters relating to the technical and operational conditions of Service execution. It reviews any difficulties encountered and proposes, implements, and monitors action plans.

Monitoring Committee examines the following topics:

- Calendar of Open and Closed Periods of the year
- Detailed follow-up of actions, achievements, and schedules
- Monitoring of facts and Q&A
- Status of deliverables
- Monitoring of consumption of Requests and Tickets
- Monitoring of virtual class activities

- Presentation of support monitoring indicators (number of Requests, response time)

The minutes of the monitoring meetings are drafted by Cegid within three (3) business days following the meeting and submitted for Client approval via the Portal or email.

The Client has five (5) business days to provide comments and reservations.

In the absence of comments or reservations after this period, the minutes will be considered approved.

In case of reservations, these must be validated by all participants at the beginning of the next meeting of the concerned body.

Scope of the Virtual Class Service

This article applies to Clients who have subscribed to CSA level 1 or 2.

Virtual classes are conducted by a functional expert of the Cegid Talent application and organized at the client's request.

The minimum time counted for virtual classes will be 30 minutes, counted subsequently in 30-minute increments.

Unused time in a month can be carried over to the following month, up to a limit of 15 cumulative hours.

The consumption of virtual class time will be reviewed as part of the COSUI.

24.2.Scope of the Client Environment Administration Service

This article applies to Clients who have subscribed to CSA level 1 or 2.

This service includes configuration and interface evolutions, resulting in a Ticket, concerning for example:

- *Creation of a management scope*
- *Creation of authorization and access*
- *Configuration of homepage templates*
- *Configuration of menus*
- *Configuration of labels*
- *Modification of records*
- *Configuration of emails*
- *Addition/Modification of a candidate status or offer type*

- *Configuration of job offer/candidate tables*
- *Modification of interview forms*
- *Configuration of an interview campaign*
- *Modification of a training activity*
- *Creation of a training session*
- *Setting up feedback evaluation*
- *Services outside the scope include:*

Any request beyond the standard features of the Cegid Talent Software that can only be addressed by a Specific Development or Interface

- *Training exceeding 2 hours*
- *Portability of Specific Developments not performed by Cegid (operation on new version/non-regression)*
- *Portability of Interfaces not performed by Cegid (operation on new version/non-regression)*

24.3.Execution Terms for Client Environment Administration

The Client will express its needs via the Portal by opening an administration Ticket. The duration of each administration Ticket is between 15 minutes and 2 hours of intervention, for all categories of services. Less than 15 minutes, the Ticket is requalified as a Request, handled as part of Standard Support, and no Ticket is counted.

Beyond 2 hours of intervention, a new Ticket is opened by Cegid teams.

A maximum delay of 5 business days is required by Cegid for Ticket execution, unless otherwise notified by Cegid for highly complex Tickets.

Upon completion of the Settings on the Preproduction Environment, a report will be sent to the Client via the Client Portal, which must validate and approve the changes made.

Failure to respond within eight (8) business days will be considered as Client validation.

The validation will trigger Cegid's replication of the changes in the Production Environment.

Administration activities of the environments will be reviewed as part of the COSUI.

Unused tickets in a month cannot be carried over to the following month.

24.4.RACI

Tasks	Deliverables	Cegid	Client
Needs Expressions	Description of unitary need via the Portal	I	R
Needs Study	Feasibility response and definition of necessary Tickets via the Portal or during monitoring committees	R	A
Ticket Credit Count	Count presented in Monitoring Committee	R	I
Remote Configuration Execution (Preproduction Environment)	Report on Portal	R	A
Unit Testing (Preproduction Environment)		R	I
Definition of Test Protocol		I	R
Test Execution (Preproduction Environment)		I	R
Identification of potential adjustments following tests	Notification via the Portal	I	R
Adjustment of configuration if necessary (Preproduction Environment)		R	A
Validation (Preproduction)	Validation via the Portal	I	A
Configuration Replication in Production Environment	Notification via the Portal. Update of the Operations File	R	I

24.5.CSA Service Summary

Description of Cegid Service Advanced (CSA)		
Activity	Option CSA level 1	Option CSA level 2
Authorized Client Contacts: SaaS Administrator	6	9
Monitoring Committee (COSUI) with Cegid Sponsor	Quarterly	Monthly
Virtual class for authorized Client contacts (training, usage help, system demonstration)	2 hours per month	6 hours per month
Client Environment Administration	2 tickets per month	5 tickets per month

END OF TERMS OF SERVICES WHICH CONTAINS 29 PAGES.