Terms of services

Cegid Tax Ultimate –

Disaster Recovery As a Service (DRaaS)

March 27th 2023

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ARTICLE 1: PURPOSE

This Service Booklet is an integral part of the Contract in accordance with its article "Definitions". This Service Booklet describes the special provisions applicable to the Service DRaaS that take precedence over the general provisions of the Contract.

ARTICLE 2: DEFINITIONS

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

Related Contract: refers to the contract under which Customer receives a subscription to a Cegid SaaS solution that is eligible for this DRaaS Service.

Major Disaster Notice Date: refers to the date and time when a disaster of extreme severity is observed at the Production Site and is identified by Cegid as a Major Disaster.

Normal Situation Return Date: refers to the date and time when the Nominal Service is made available again on a Production Site.
Request: refers to any reproducible operational incident encountered by the Client during the use of the Nominal Service or the Rescued Service, as well as any Anomaly, that the Client brings to the attention of Cegid.

Commissioning: refers to the date Cegid notifies the Client of the activation of the DRaaS Service.

"**Ordered Elements" Part:** refers to the "Ordered Items" Part of the Purchase Order or the Appendix - Scope of the Service of the Contract.

RPO (Recovery Point Objective): means the maximum period of time, prior to the Major Loss, for which the Client may suffer a loss of Client Data.

RTO (Recovery Time Objective): means the maximum period of time to activate the Rescue Service from the Date of Recognition of the Major Loss.

DRaaS Service: refers to the service governed by these terms, namely a set of technical and operational processes allowing the Client to benefit from a recovery of the Secured Service on a Backup Site, in case of a Major Disaster.

Nominal Service : refers to the service governed by the Associated Contract and delivered on the Production Site.

Rescued Service: refers to the scope of the Nominal Service that benefits from the DRaaS Service.

Major Disaster: refers to an extremely serious event on the Production Site observed by Cegid (e.g. fire, explosion, natural disaster, terrorist act, etc.) likely to lead to a prolonged unavailability of the Nominal Service for more than 24 hours and not allowing Cegid to determine with certainty a time limit for resuming activity on the Production Site.

Production site: refers to the infrastructures dedicated to the production of the Nominal Service.

Backup Site: refers to the infrastructures dedicated to disaster recovery operations related to the DRaaS Service.

Support: refers to assistance in using the Nominal Service or the Rescued Service.

Provisions concerning the scope of the service

ARTICLE 3: SCOPE OF THE SERVICE

The actual scope of the DRaaS Service ordered is the one specified in the "Ordered Items" section.

The DRaaS Service allows the Client to benefit from a disaster recovery of the Rescued Service on a Backup Site, in the event of a Major Disaster, and under the following conditions:

- RTO: a maximum of 24 consecutive hours from the Date of Observation of the Major Loss, including weekends and public holidays;

- RPO: a maximum of 24 hours prior to the Major Loss, excluding data processing (loading and data exchanges) that may be in progress at the time of the occurrence of the Major Loss.

If the decision to enable disaster recovery processes occurs while an Update is running, then the RTO is extended by the time it takes to complete that Update.

The scope of the Rescue Service is as follows:

- Cegid Tax Ultimate

- Interfaces in production under the Nominal Service

The Rescued Service covers only the production environment, to the exclusion of all other environments.

The scope of the Rescue Service does not include:

- Additional services operated by Cegid:
  - Authentication protocol
  - Solution de Business Intelligence
- Additional services operated by a third party, such as dematerialization: only interfaces allowing the routing of information to these additional services are covered by the DRaaS Service.

Provisions concerning operational management

ARTICLE 4: NOMINALE SITUATION

As part of the Nominal Service, and from the time of Commissioning, Cegid implements the technical solution for the continuous replication of Customer Data on the Rescue Site and ensures that it is maintained in operational conditions throughout the duration of the Associated Contract.

Cegid will make available to the Client any documentation describing the terms and conditions of connection and use of the Rescued Service, information on the Portal and/or any other appropriate means.

In addition, Cegid implements regular tests (some of which are open to the Client under Article 5) in order to ensure the proper functioning of the technical and operational disaster recovery processes covered by the DRaaS Service.

ARTICLE 5: ANNUAL CLIENT TEST

Once a year, Customer will test the DRaaS processes covered by the DRaaS Service for the proper functioning of the DRaaS Service.

Cegid undertakes to offer the Client two test periods per calendar year. The schedule and duration of the tests are set annually by Cegid and communicated to the Client before January 31st of each year by information on the Portal and/or any other appropriate means.

Any documentation describing the terms and conditions of connection and use of the Rescued Service during the tests will be made available by Cegid by information on the Portal and/or any other appropriate means.

The Client is notified of the effective opening and closing of the test period by information on the Portal and/or any other appropriate means.

During the test period, Cegid activates the Rescued Service alongside the Nominal Service without impacting the latter.

The replication of Client Data from the Production Site to the Backup Site is maintained throughout the test duration, ensuring that in case of a Major Disaster during the tests, recovery can be activated without degradation of the contracted RTO and RPO.

During the test period, Cegid commits to activating the Secured Service only with an Internet-type access without strong authentication. The Client accesses the Secured Service through a dedicated connection link (URL) different from the one used for the Nominal Service.

The Client can then test:

- Accessibility to the Rescue Service;

- The availability and operation of the Rescued Service with the Customer Data as of the date that will be communicated to the Customer

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

At the end of the test period, the connection link to the Rescued Service is no longer accessible and all Customer Data of the Rescued Service is deleted. The Client is informed that any changes that may have been made to the Rescue Service are not included in the Nominal Service.

ARTICLE 6: OCCURRENCE OF MAJOR DISASTER AND CONSTITUTION

OF A CRISIS UNIT

On the Date of Observation of the Major Loss, Cegid must set up a crisis unit.
This crisis unit brings together Cegid's resources with the necessary skills and level of responsibility to activate and implement disaster recovery processes in the context of a Major Disaster.
The members of the crisis unit are appointed in advance by Cegid so that it can be set up in compliance with the contracted RTO.

ARTICLE 7: DISASTER RECOVERY

The decision to trigger the disaster recovery processes is taken by the crisis. The Client is then notified of this decision by information on the Portal and/or any other appropriate means.
After the disaster recovery processes have been triggered, the Rescued Service is made available to the Client according to the RPO and the RTO contracted.
Cegid undertakes to activate the Rescued Service with telecom access equivalent to that of the Nominal Service if the latter is of the Internet type, Orange Galerie VPN or VPN of an operator approved by Cegid.
The crisis unit 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 Rescued Service in accordance with the commitments of the Terms of Service of the associated Contract.

ARTICLE 8: RETURN TO NOMINAL POSITION

The decision to trigger the return to Nominal Service processes is taken by the crisis unit when the operational context allows it. Cegid will make its best efforts to shorten the time to return to the Nominal Situation.
The Client is then notified of this decision as well as of the Date of Return to the Nominal Situation by information on the Portal and/or any other appropriate means.

The Nominal Service is made accessible with the Rescued Service Customer Data available on the Nominal Return Date.

As of the Return to Nominal Status Date, the Rescue Service is made inaccessible, the crisis unit is dissolved and continuous replication of Customer Data on the Backup Site is activated again.

TECHNICAL PROVISIONS RELATING TO THE SERVICE

ARTICLE 9: INFRASTRUCTURE TO OPERATE THE SERVICE

The recovery of the Rescue Service is carried out on the infrastructures of the Backup Site equivalent to the infrastructures of the Production Site as described in the Associated Contract.

Provisions Concerning Support

ARTICLE 10: SUPPORT WITHIN THE FRAMEWORK OF THE NOMINAL SERVICE

The Support provisions of the Associated Agreement apply to the Nominal Service.

ARTICLE 11: SUPPORT DURING THE TEST PERIOD

Customer will have the ability to categorize a DRaaS Service Testing Portal Request for escalation to specialized resources.

ARTICLE 12: SUPPORT IN THE CONTEXT OF THE RESCUED SERVICE

For the duration of the Rescued Service, only the provisions of the Associated Agreement relating to Criticality Anomalies 1 will apply to the Rescued Service.

ARTICLE 13: FORCE MAJEURE NOT ALLOWING THE EXECUTION OF THE DRaaS SERVICE

The cases of force majeure set out below are distinct from the Major Disasters that are the subject of this Service Booklet.

Cegid is bound to execute the DRaaS Service in case of a Major Disaster, but its responsibility cannot be sought if it is unable to fulfill its contractual obligations due to force majeure other than Major Disasters affecting the Production Site

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

If the force majeure events have a duration of more than two months, this Agreement will be terminated automatically, unless otherwise agreed by the parties. Cases of force majeure or unforeseeable circumstances are expressly considered to be those usually retained by the case law of the French courts and tribunals, as well as the following events:

- any event beyond Cegid's control affecting the Rescue Site that effectively prevents Cegid from providing the DRaaS Service covered by this Service Booklet, such as war, fire or explosion, natural disasters, terrorist acts.

- Riots, internal or external strikes, lockouts, occupation of Cegid premises, especially the Backup Site, legal or governmental restrictions, epidemics, pandemics affecting Cegid's staff and/or assigned to the Backup Site.

- the lack of energy supply, the partial or total shutdown of the Internet network and, more generally, of private or public telecommunications networks, the blockages of road infrastructure.

END OF TERMS OF SERVICE WHICH COMPORTE 10 PAGES.