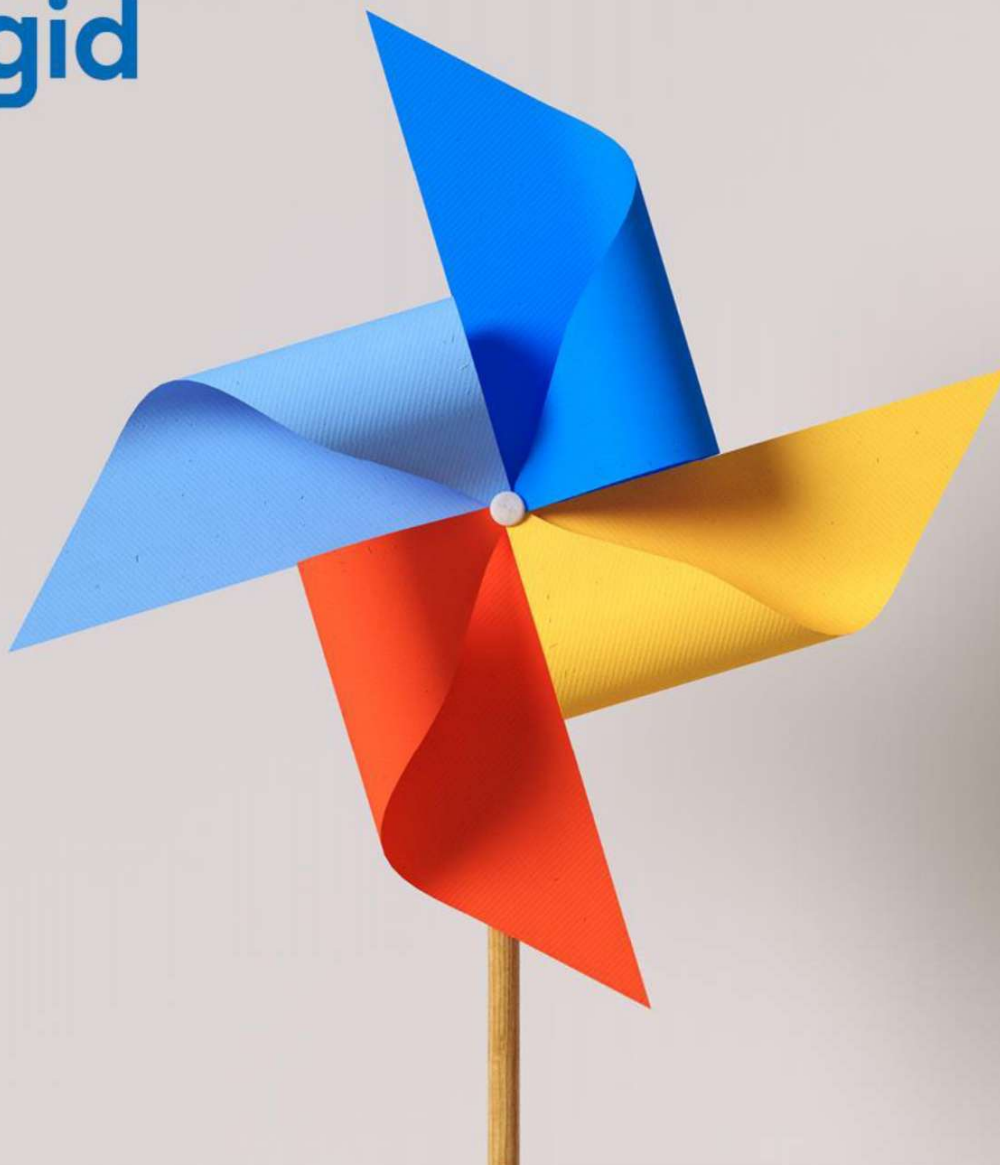


cegid



Service Booklet

Cegid Optitaxes

www.cegid.com

ARTICLE 1: PURPOSE

This Service Booklet, which forms an integral part of the Contract, describes the special provisions applicable to the Services. They take precedence 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 both singular and plural form:

SaaS Administrator means the natural person(s) appointed by the Client to be the sole contact for Cegid authorised to carry out specific operations relating to access to and processing of Client Data. Cegid must be notified of any change of SaaS Administrator.

Anomaly means a reproducible defect, malfunction, or non-conformity of the Service in relation to its Documentation. Cegid classifies Anomalies into three categories.

- Level 1 Anomaly: An anomaly that Cegid can reproduce and that makes use of or access to one or more essential functions of the Service impossible and for which there is no technical or organisational workaround solution.
- Level 2 Anomaly: An anomaly that Cegid can reproduce and that makes use of or access to one or more functions of the Service inoperative and for which there may be a technical or organisational workaround solution.
- Level 3 Anomaly: An anomaly that Cegid can reproduce that does not present the characteristics of an Anomaly of another level of criticality.

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

Special Development means computer programs designed and produced by Cegid for the Client according to its needs.

Special Report means any report or dashboard that is not available as standard in the Service that the Client has voluntarily chosen to develop and configure with or without the assistance of Cegid.

Maintenance Window means the period during which the Service may be unavailable due to a Scheduled Maintenance operation in accordance with the provisions of this Service Booklet. The Maintenance Window is from 0.00 a.m. to 7.00 a.m. GMT.

Working Hour means the hours when Support is open.

Working Day means a day between Monday and Friday that is not a public holiday in mainland France.

Scheduled Maintenance means maintenance of the Service scheduled by Cegid at least forty-eight (48) hours in advance

Emergency Maintenance means interruption of the Service, outside of the Maintenance Windows, for the application of security patches, urgent patches, or any other critical maintenance. An Emergency Maintenance operation can take place at any time.

Update means an improvement to existing standard application features accessible through the Service and decided unilaterally by the Creator regarding functional modifications and provided that such adaptations or modifications do not require rewriting a substantial part of the existing standard application features. Updates also include the correction of any Anomalies of the Service and in relation to their Documentation.

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

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

PROVISIONS CONCERNING THE SCOPE OF THE SERVICE AND ITS AVAILABILITY

ARTICLE 3: SCOPE OF THE SERVICE

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

ARTICLE 4: LIMITATIONS OF THE SERVICE

The Client may retain a history of movements covering six years: the current year and the previous five years. Prior movements, apart from data that must be retained for tax purposes, must be purged by the Client. Cegid will provide the Client with the necessary tools to perform this task.

No Special Development may be included in the Service or made accessible through the Service.

ARTICLE 5: ACCESS TO THE SERVICE

The Service is accessible 24 hours a day, seven days a week, except during periods of Emergency Maintenance, Scheduled Maintenance, and Maintenance Windows.

ARTICLE 6: AVAILABILITY OF THE SERVICE

Cegid undertakes to provide a Service with an availability rate of at least 99%.

Availability of the Service is defined as the ability to access and connect to the Service and is guaranteed over a standard reference period (RP) covering the hours from 7.00 a.m. to 8.00 p.m. (Central European Time CET/Central European Summer Time CEST) from Monday to Friday (excluding French public holidays).

DT refers to 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 the Client (or by the Client's suppliers); or (v) interruptions related to systems outside the scope of the Service, including but not limited to the Client's telecommunications network.

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

$$AR = (RP - \text{sum of DT}) / RP * 100 \text{ [\%]}$$

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

ARTICLE 7: BACKUP AND RECOVERY MANAGEMENT

Cegid is responsible for conducting backups and recoveries to secure the Client's data.

Backups of the Client's data are performed on daily and monthly cycles as follows:

Backup type	Frequency	Retention Period
Daily	Every night	7 calendar days
Monthly	1 monthly backup retained each month	2 months

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

ARTICLE 8: UPDATES

8.1. Updates are classified into two categories:

- New releases that involve a change in the version numbering of the standard application features of the Service;
- Patches.

Updates and/or new releases expressly exclude:

- Special Reports
- Special Developments

8.2. Cegid will implement Updates without prior authorisation. Any technical documentation associated with the Updates will be made available by Cegid by post and/or notifications on the Portal and/or any other appropriate means.

Cegid undertakes to inform the Client in advance of the dates of implementation of Updates (with the exception of patches) by post and/or notifications on the Portal and/or any other appropriate means.

The Client is informed that certain Updates, because of their content (functional or ergonomic changes) or their technical complexity (possibly including but not limited to changes in configuration), may require Implementation Services (in particular, training). Cegid undertakes to inform the Client prior to making said Updates available.

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

The Client is also informed that with each new Update, the Special Reports may no longer be compatible or operational. For each Update, each Special Report may be made operational only after receiving Cegid's express approval and upon a service call by Cegid invoiced on the basis of the price in force.

ARTICLE 9: PERSONAL DATA PROTECTION

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

ARTICLE 10: SAAS ADMINISTRATOR

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

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

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

PROVISIONS CONCERNING SUPPORT

ARTICLE 11 – DESCRIPTION OF SUPPORT

11.1 GENERAL DESCRIPTION OF THE SERVICES PROVIDED

Cegid undertakes to provide the Client with Support via access to the Portal and via telephone access. All times indicated are French times and will apply regardless of the location of the Client.

11.2 PORTAL ACCESS TO SUPPORT

a) General description of the services provided

The Portal will give the Client access to the following services:

- Possibility of submitting a written Request in the space of the Portal reserved for this purpose;
- Possibility of tracking the processing of its Requests;
- Possibility of accessing statistics on the use of Support over a given period;
- Possibility of consulting technical information made available by Cegid.

b) Special conditions of performance

Requests will be recorded in Cegid's tools to ensure their traceability and will be handled according to their degree of criticality.

To facilitate the provision of Support, the Client undertakes to provide a detailed description its Request and the situation that it encounters (description of the context, error messages, sequence of menus, etc.) in order to allow Cegid to reproduce and categorise any incidents and/or Anomalies reported to it.

Cegid will acknowledge receipt of the Request in electronic form.

If there is no immediate response and/support, the time limit for handling the Request by a Cegid technician will be eight (8) Working Hours from when the Request is logged during the Working Hours of the Support period.

The Support opening hours are specified on the Portal.

Cegid undertakes to respect the handling time limit of eight (8) Working Hours for at least 75% of Requests. Cegid's compliance with this percentage will be assessed for a period of twelve (12) consecutive months from the date of commencement of the provision of Support and implies compliance by the Client with its obligations and Cegid's Technical Requirements, in particular concerning remote support.

Cegid can only provide Support if the Users have been trained in the use of the Service and their Updates and the Client has the technical means to receive remote support.

If this is not the case, Cegid may suspend Support with immediate effect, without the Client being able to claim any compensation or reimbursement of sums already paid for the Services.

c) Special conditions of performance

At the end of the time limit for handling the Request (eight (8) Working Hours), Cegid will proceed with the classification and reproduction of the Anomaly.

After this classification and reproduction of the Anomaly, Cegid will have:

a period of twelve (12) Working Hours to provide the Client with a corrective action plan in the event of a Level 1 Anomaly.

a period of six (6) Working Days to provide the Client with a correction or a workaround solution in the event of a Level 2 Anomaly.

For Level 3 Anomalies, there will be no time limit for Cegid to correct them or provide a workaround solution.

11.3 PORTAL FAQ ACCESS

The Client can access a database of the most frequently asked questions and their answers.

11.4 TELEPHONE ACCESS TO SUPPORT

Telephone access to Support allows the Client to make its Requests to a Cegid call centre.

Cegid will accept Requests during its opening hours, Monday to Friday, excluding public holidays. The Client can access Support at the times indicated on the Portal, which the Client may consult at any time.

The Client will remain responsible for the cost of telephone calls.

Requests will be recorded in Cegid's tools to ensure their traceability and will be handled according to their degree of criticality.

To facilitate the provision of Support, the Client undertakes to provide a detailed description its Request and the situation that it encounters (description of the context, error messages, sequence of menus, etc.) in order to allow Cegid to reproduce and categorise any incidents and/or Anomalies reported to it.

Cegid will respond either by taking a direct call, calling the Client back, or by electronic means.

If there is no immediate response and/support, the time limit for handling the Request by a Cegid technician will be eight (8) Working Hours from when the Request is logged during the Working Hours of the Support period.

Cegid can only provide Support if the Users have been trained in the use of the Service and their Updates and the Client has the technical means to receive remote support and authorises its recourse and its use with Cegid in particular to facilitate the handling of anomalies.

If this is not the case, Cegid may suspend Support with immediate effect, without the Client being able to claim any compensation or reimbursement of sums already paid for the Service.

FINANCIAL PROVISIONS AND DURATION OF THE SERVICE

ARTICLE 12: SPECIAL FINANCIAL PROVISIONS

The Service will be invoiced quarterly in arrears in the form of a subscription. The first subscription invoice will be issued on the date on which Cegid sends the Service access codes to the Client.

If the thresholds for access to or use of the Service are exceeded in relation to those set out in the 'Ordered Items' section, Cegid will update the subscription price on the basis of the prices in force.

ARTICLE 13: DURATION OF THE SERVICE

The Service is purchased for a term of thirty-six (36) months from the invoicing for the subscription. It will then be automatically renewed for a one-year period. The Party that decides not to renew the Service must notify the other Party of this decision by registered letter with acknowledgement of receipt three (3) months before the end of the current period.

The activation of an additional optional service during the course of the Service will not change the duration of the Service as specified above.

END OF THE SERVICE BOOKLET, WHICH CONSISTS OF 8 PAGES.