



Retail The New Way

Terms of Services

Cegid Retail On Premise

August 2022

cegid

Article 1 : 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 Cegid Software Package 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 Cegid Software Package 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.

CegidLife : refers to the information and exchange space belonging to Cegid, accessible at the following address <https://www.cegidlife.com> or to any other address which might be communicated by Cegid and which Cegid makes available to its clients that are users of Cegid Software Packages, 7 days a week and 24 hours a day, continuously, for maintenance and security reasons.

Request : refers to any reproducible operating incident encountered by the Client when using the Cegid Software Package, and any Anomaly, which the Client brings to the attention of Cegid.

Documentation : refers to information given by Cegid as user documentation, provided with the Cegid Software Package or which may be in the form of on-line assistance.

Online documentation portal Cegid Retail : <https://retail-docs.cegid.cloud/>

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

Opening Hours : means the days and times during which Service is provided to the Client as indicated on the Portal CegidLife and according to the level of Service subscribed for by the Client.

Localization : means, for a list of countries, a set of Cegid Software Package functions, developed by Cegid at its sole discretion, in order to take into consideration local specificities as described in the latest version of the Country Package Book available and downloadable on the Portal. 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.

Updates : refers to enhancements made to the existing standard application functions accessible as part of the Cegid Software Package, 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 Cegid Software Package Anomalies and their Documentation.

Updates are classified into two categories :

- Major Updates that involve a change to the numbering of the version of the Cegid Software Package (e.g. from V20 to V21) as well as a total reinstallation of the Cegid Software Package.
- Minor Updates that do not involve a complete reinstallation of the Cegid Software Package.

Updates and/or new versions of the following are expressly excluded :

- Third Party Components and Third Party Software.
- Specific States.

Service : refers to maintenance and support services for Cegid Software Packages provided by Cegid in performance of the Terms of Support and Maintenance Services. The Service can only be ensured by Cegid insofar as :

- Users have been previously trained in the use of Cegid Software Packages as well as their Updates.
- Cegid Software Packages are used with hardware that is provided or that is compliant with Cegid Technical Prerequisites.
- The Client is using one of the last two major Updates to the Cegid Software Package.

- The Client has technical devices compliant with the Technical Prerequisites for screen sharing, and permits recourse to it and its use with Cegid principally in order to facilitate taking anomalies into consideration.

If the above should not be the case, Cegid would be able to suspend the Service automatically and ipso jure, effective immediately, and the Client would not be able to claim any indemnification or any reimbursement of the amounts previously paid for the Service.

It is understood that the Service 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.

Article 2 : Purpose

The purpose of the present document is to define the technical, legal and financial conditions in which Cegid provides the Cegid Software Package Service to the Client, as well as the commitments that the Client undertakes to observe. This document specifically excludes services that may be carried out in connection with Third Party Software and Third Party Component.

The Terms of Service form an integral part of the Contract and describe the special provisions applicable to the Cegid Software Package. 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.

GENERAL PROVISIONS CONCERNING THE SCOPE OF THE SERVICE

Article 3 : Description of the Service

General description of the services provided

Cegid undertakes to provide the Client with support services through the Portal CegidLife and by telephone under the conditions of this Article.

3.1 Updates

Depending on the technical availability and nature of the Updates, the Client may download Updates via the Online Documentation portal. Cegid undertakes to inform the Client of the availability of Updates via the Online Documentation portal.

Cegid will not be held liable when a Client has not installed either of the last two major Updates produced and distributed by Cegid.

Furthermore, where an Update cannot operate on the Client's hardware due to any of the reasons stated in the article "Constraints related to Software Packages and/or Third Party

Software" of the Agreement, the Client will have the choice between making changes to his installation in accordance with the recommendation provided by Cegid, or be entitled to terminate the Service, ipso jure, with immediate effect.

The Client is informed that some Updates, because of their content (functional or ergonomic changes) or their technical complexity (which may in particular result in, but is not limited to modifications to settings) may require that services are carried out (in particular installation and/or training). Cegid undertakes to inform the Client about them concurrently with its provision of the Updates mentioned.

The Client is informed that the service of carrying out changes to settings is not included in the provision of Updates.

The Client is also informed that at each new Update, Specific States may no longer be compatible or no longer be operational

If necessary the Client may request Cegid to draw up a business proposal for a billable intervention by Cegid based on the current rate.

3.2 Access to Support services via the Portal CegidLife

Portal access to Support services will enable the Client to do the following :

- Make a written Request in the space reserved for this purpose on the Portal;
- Monitor the processing of its Requests;
- Consult the technical information made available by Cegid.

Special performance terms and conditions

Requests will be recorded in Cegid tools to ensure traceability and will be processed depending on their criticality.

In order to facilitate the performance of Support services, the Client agrees to describe its Request and the situation encountered in detail (description of the context, error messages, menu sequence, etc.), by documenting it when it arises using all means at its disposal in order to enable Cegid to reproduce and describe any incidents and/or Anomalies brought to its attention.

Cegid will acknowledge receipt of the Request electronically.

Failing an immediate response and/or initiation of support, the time allotted for a Cegid technician to respond to the Request will be the time indicated on the Portal CegidLife (in Opening Hours), starting from registration of the Request arriving during Support Opening Hours and based on the Service level subscribed for by the Client.

Support's schedules and opening hours are specified on Cegidlife depending on the Service level ordered by the Client.

Cegid undertakes to comply with the time frame specified on Cegidlife for at least 75% of the Requests. Compliance by Cegid with this percentage will be evaluated over a twelve (12) consecutive month period from the start date of the Service provision and requires the Client to fulfil its obligations.

3.3 Access to Support services by telephone

This article will apply to the Client based on the level of Service ordered, as specified on the Portal CegidLife.

Telephone access to Support enables the Client to make its Requests with a Cegid call center.

The Cegid Support helpline can be reached during Opening Hours.

Telephone calls will be at the Client's expense.

Requests will be recorded in Cegid tools to ensure traceability and will be processed depending on their criticality.

In order to facilitate the implementation of Support, the Client agrees to describe its Request and the situation it encounters in detail (description of the context, error messages, sequencing of the various menus, etc.) by documenting it, where applicable, using any means at its disposal. This will enable Cegid to reproduce and qualify any incidents and/or Anomalies brought to its attention.

Cegid's response will be made either by directly taking the call, or by calling the Client back, or electronically.

Failing an immediate response and/or action to manage the Request, the time allotted for a Cegid technician to process the Request will be the time indicated on the Portal CegidLife (in Opening Hours), starting from registration of the Request arriving during Opening Hours and based on the Service level ordered by the Client.

Cegid undertakes to comply with the time frame specified on Cegidlife for at least 75% of the Requests. Compliance by Cegid with this percentage will be evaluated over a twelve (12) consecutive month period from the start date of the Service provision and requires the Client to fulfil its obligations.

3.4 Processing of Anomalies

At expiry of the response time for the Request (during the Opening Hours specified on the Portal CegidLife), Cegid will begin classifying and reproducing the Anomaly.

Following the classification and reproduction of the Anomaly, Cegid will have:

- a period of twelve (12) hours during a business day to provide the Client with a corrective action plan or workaround solution in the case of a Level 1 Anomaly.
- a period of six (6) Business Days to provide the Client with a corrective action plan or workaround solution in the case of a Level 2 Anomaly.

Regarding Level 3 Anomalies, Cegid will not be required to comply with a deadline for providing a corrective or workaround solution.

The Client is informed that the correction of an Anomaly may result in a major or minor Update of the Cegid Software Package.

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

3.5 Centralized calls

This article will apply to the Client, based on the level of Service ordered, as specified on the Portal CegidLife.

A Client may benefit from the centralized call level of Support only when the Certification Rules in paragraph a) below have been complied with and verified by Cegid's teams. If the Client is certified for the Service level for which the Contract was drawn up, it may benefit from special commercial conditions granted by Cegid, subject to compliance with the certification rules and practical procedures for call centralization described in paragraphs a) and b) below.

If the Client were not to comply with the certification requirements described in paragraph a) and/or the centralized call procedures described in paragraph b), the Client will have three (3) months to comply with those requirements, starting from the moment Cegid sends the Client a registered letter with return receipt requested notifying it of the failure to comply. If the Client does not comply with those requirements within the time allotted, Cegid may terminate the Centralized call level of Support and automatically apply the fees applicable to the Decentralized call level of Service.

a. Certification Rules

The Client agrees to have a team of at least two (2) certified persons on the eligible version of Cegid's software within a six (6) month period from its subscription to the Service. The employees chosen by the Client must follow the training course organized by Cegid.

At the end of that course, the knowledge gained by the Client's designated employees will be tested by Cegid. Once that test has been successfully completed, a certificate will be issued and registered in each person's name. The names of the certified employees will be listed by Cegid in its Request management system. The certificates are registered personally and the Client undertakes to provide a minimum of two (2) certified persons at all times and for the term of the Service.

The conditions for carrying out certification training, as well as the related costs, will result in a purchase order or a separate contract independent from these terms.

b. Call centralization procedures

The Client's certified employees will be responsible for centralizing and responding to Requests. In no event may the Client's other Users directly access Support services, and the certified employees are tasked with centralizing applications and providing answers to Users.

If the Client's certified employees are unable to handle a Request, only those employees may contact Cegid's services and forward the answers provided by Cegid to the Client's other Users.

The Client will be informed and accepts that Cegid verifies the names of the Client's certified employees, during and after, contacts with its Support services.

3.6 Language support services

As part of the Support services, Cegid undertakes to have among its advisor team some staff with language skills enabling them to understand the Requests and respond to them in the languages listed on the Portal CegidLife.

Each Request will be processed by a Cegid technician with the required language skills. Where that technician is unavailable, Cegid undertakes to call the Client back within the time allotted.

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

3.7 FAQ Portal Access

The Client will have the option of searching a database listing the most Frequently Asked Questions, along with the answers thereto.

Article 4 : Country package

Cegid Retail is an international product, for which the Client has purchased specific licenses and related maintenance services pursuant to this Agreement. For a list of countries, Cegid offers a Localized version of the Cegid Software Package.

The Client must have acquired the Country Package modules corresponding to the selected countries to benefit from the Localized version of the Cegid Software Package. If the Client uses the Cegid Software Package 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 Cegid Software Package will be used under its sole responsibility and that the Cegid Software Package has been subject to no adaptation to local specificities. Cegid may not be held liable for the consequences relating to use of the Cegid Software Package in such countries.

Maintenance on the Localized version of the Cegid Software Package, 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 5 : Intellectual Property

The Client shall, to enable the provision of the Service :

- have the licensing agreements of the Cegid Software Packages and comply with the conditions of use defined in the Agreement,
- comply with the normal conditions of use of Cegid Software Packages and the Technical Prerequisites.

The Updates are an integral part of the Cegid Software Package to which they correspond and form with it an indivisible whole. Consequently, the Client has (i) a right to use Updates, and (ii) the relevant guarantees, under the terms and in accordance with the procedures defined in the Agreement.

Article 6 : Support service level

The following table describes the options and procedures for Support provision by Cegid depending on the level of Service the Client subscribed for on the Contract's signing date. This table is updated regularly and may be consulted on the Portal CegidLife. In the event of contradiction between this article and the updated table on the Portal CegidLife, the latter will prevail.

Service by contract	CEGID OPEN CEGID OPEN C.	CEGID PRIVATE CEGID PRIVATE C.
Services		
Become more autonomous		
CegidLife 24/7 Client 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		•
Client 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 Cegid Software Package.

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