



Terms of Service

Cegid Retail Intelligence

June 2024

**Make more
possible**

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 to the Service 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, 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.

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 monthly 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.

4.2 Environment

The Service, excluding any options subscribed for in the Contract, includes a production Environment with one production database which could be powered by a Cegid Retail Y2 test or production source, or optionally, by a Cegid Retail ORLI production source.

4.3 Data depth

The depth of data restored depends on the module subscribed to by the Customer, and can be parameterized within the limits indicated in the Service documentation to ensure good usability, i.e. :

- Cegid Retail Global Performance: 5 years maximum (beyond 36 months subject to volume conditions)
- Cegid Retail Store Performance: 24 months maximum

4.4 Data refresh frequency

The Cegid Retail Intelligence service can be fed from the test database (during the acceptance phase) or the production database of the Cegid Retail Y2 product. The frequency with which Customer Data is refreshed is configurable within the limits indicated in the Service documentation to ensure good usability, i.e. :

- Cegid Retail Global Performance: 1 to 6 times a day (beyond 3, subject to volume conditions)
- Cegid Retail Store Performance: 1 to 12 times a day, unconditional

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). Understood that this range is used on an ad hoc basis for Planned Maintenance and Urgent Maintenance.

Article 7: Service Availability

Cegid undertakes to provide a Service with an availability rate of at least 99.5%.

Service availability is defined as the ability to access the Service, including any workaround solution enabling the Client to continue using the service 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).

DT refers to the Service's downtime, which does not include interruptions related to (i) Planned Maintenance, (ii) Urgent Maintenance, (iii) a Force Majeure event, (iv) problems with equipment provided by the Client (or the Client's suppliers), or (v) a system that is outside the Service's scope, including, without limitation, the Client's telecommunications network.

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

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

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 the backups and recovery service in order to secure the client data.

In the event of damage to the infrastructure operating the Service, Cegid agrees to restore the Service based on the most appropriate backup with a maximum RPO (Recovery Point Objective) of 24 hours.

Client data, as well as POD data, are backed up in several 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

Data may be restored at the Client's request based on one of these backups, during their retention period.

In the event of damage to the infrastructure which enables the Service to be operated, Cegid undertakes to restore the Service as soon as possible based on the most appropriate backup.

In the event of a disaster affecting the infrastructure used to operate the Service, Cegid undertakes to restore the Service as quickly as possible on the basis of 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

Several times a year, Cegid will update the Service with new features and patches. These updates may concern all or part of the Service subscribed to by the customer.

10.2 Update processes

Cegid will carry out the Updates without the Customer's prior authorization. The documentation associated with the Updates will be made available by Cegid by e-mail and/or information on the Portal and/or 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.

Article 11: 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 12: Description of Support services

12.1 General description of the services provided

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

12.2 Access to Support services via the Portal

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;
- Access Service usage statistics over a given time period;
- 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 (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.

Cegid undertakes to comply with the response time specified on the Portal for at least 75% of Requests. Compliance by Cegid with that percentage will be assessed over a period of twelve (12)

consecutive months from the start date of the Service, insofar as the Client fulfills its obligations under the Terms of Service.

12.3 Access to Support services by telephone

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

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 (in Opening Hours), starting from registration of the Request arriving during Opening Hours and based on the Service level ordered by the Client.

12.4 Processing of Anomalies

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

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

- a period of eight (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.

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.

12.5 Centralized calls

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

A Client may benefit from the centralized call level of Support only

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.

Only certified employees are authorized to contact Cegid Support Services. 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.

12.6 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.

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 R&D and Production teams) will only be provided to the Client in English or French.

12.7 FAQ Portal Access

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

12.8 Support service level

The following table describes the options and procedures relating to the provision of Support by Cegid according to the level of Service subscribed to by the Client at the date of signature of the Agreement. This table is updated regularly and may be consulted on the Portal. In the event of contradiction between this article and the updated table on the Portal, the latter will prevail.

Service by contract	CONTACT
Product updates	x
FAQ Portal Access	x
Portal access to Support services	x
Call tracking	x
Call statistics	x
Telephone accss to support services	x
support opening hours and days (excluding public holidays in the country of the Cegid call center)	
Monday through Friday : 9:00 am - 6 pm	x
Response time of 8 hours	x

*Starting from registration of the Request during Opening Hours.

END OF THE TERMS OF SERVICE WHICH CONSISTS OF 13 PAGES.