

GENERAL CONDITIONS OF MAINTENANCE & SUPPORT

StoreManager.online – Enterprise

This contract applies to customers who have subscribed to the SaaS solution StoreManager.online "Enterprise" version.

This contract covers the maintenance of the StoreManager.online solution. The adaptation of the software to the new needs of the customer or technological progress can not in any case fit into this scenario. Any service of this nature will be subject to an estimate and will be billed according to the tariff in force.

An Internal Project Manager must be designated as SPI Software's reference point of contact at the client. It will have to centralize information (requests, questions, problems) and manage the Client / SPI Software relationship.

1. Purpose of the contract

SPI Software agrees to provide the customer, who accepts, the maintenance service of the software hereinafter designated under the conditions provided for in this contract.

SPI Software provides the maintenance service exclusively on behalf of the customer. The customer is responsible for full business support for internal support services of his stores, franchisees or in-house (Level 1 maintenance). The support service of SPI Software is considered as a Level 2 service, accessible only to the Customer's teams, after internal qualification of the problems or incidents by them. In any case, the Customer must not ask his stores to contact SPI Software's support directly, except with the express prior consent of SPI Software.

SPI Software Technical Support is available by email (support@spi-software.com) or by phone (+33.5.65.59.77.00) for qualifying problems. A support ticket will be communicated to you, including the delay of support according to the nature of the problem, and the mode of communication proposed by the service of support (mail, telephone, remote maintenance).

2. Software identification

The program was designed and written by SPI Software. Its description appears on the commercial documents transmitted by SPI Software (commercial proposal, order form, invoice).

3. Services provided

SPI Software, as part of this maintenance contract, undertakes:

- * To maintain the software covered by the maintenance in good working order, and ensure the updates of the basic functionalities as and when they become available,
- * To correct any malfunctions of the software maintained,
- * To assist the customer to maintain the software and files in good operating condition following an any incident caused by a malfunction of the software,
- * To inform the customer of any changes made to the software,
- * To carry out the revision of the software (modifications, adaptation, development, etc.) imposed following a change in the regulations in force, provided that the system installed at the customer allows it.

4. Exclusions

May not be included in maintenance:

- * Reconstitution of files in case of accidental destruction,
- * The development of new programs,
- * Additions or modifications to existing programs not required by a change in the regulations in force,
- * The training of the staff of the customer intervening on the system,
- * The work of exploitation,
- * Backups of files and exploitation seizures,
- * Any other software not specified in this agreement,
- * Any specified software that has undergone modification by any party other than SPI Software,
- * Hardware, accessories and supplies,
- * Changes made to the software for their use on other hardware material than that planned.

5. Additional services

Services that are not expressly provided for in the list of services provided may be provided by SPI Software as additional services and invoiced in addition by applying the tariff in force.

5.1 Tests or Pre-Production Environments

If you have access to a test or pre-production environment ("Sandbox" environments, used for technical or functional validation purposes), please note that the provisions of this maintenance and support agreement apply only to your production environment. Other environments cannot claim maintenance services.

6. Register of anomalies

The customer must keep a log in which he will record all the anomalies or incidents concerning the software; he must indicate in this register all the facts which led to or could lead to an anomaly in the proper functioning.

7. The maintainer's interventions

SPI Software will intervene either on its own initiative or at the customer's request when a maintenance event occurs.

The assistance will take place by telephone, mail, messaging or remote maintenance.

7.1 Supervision of hosted solutions

Hosted solutions are monitored 24/7.

A monthly supervision report is sent to the client by email.

On-call service can be subscribed to separately by the customer. It is not included in this offer.

7.2 Language of communication

The default communication language is French.

Optionally, another language of communication (English or Spanish), can be subscribed by the customer.

7.3 Days and hours of intervention

The interventions are carried out by default from Monday to Friday, from 9 am to 12 pm and from 14 pm to 17 pm, during normal French working days (except holidays).

However, at the request of SPI Software and in agreement with the customer, some interventions may be scheduled outside working days or hours, so as not to disrupt the commercial use of the solution.

7.4 Service Level Agreement (SLA)

The qualification of the problem by the support service of SPI Software will assign a category of follow-up, according to the following grid:

Category of problem	Description	Time taken into account	Objective of resolution
Level 3 – Blocking	Production blocked	1 hour	Earliest
Level 2 – Major problem	Loss of a feature	8 hours	2 days
Level 1 – Minor incident	Problems identified, but does not prevent normal use	24 hours	1 week
Level 0 – Ergonomics related	Improvement requested, but normal use possible	48 hours	According to software development roadmap

8. Obligations of the client

The customer undertakes to respect the normal conditions of use of the software, to strictly apply the instructions given by SPI Software and to respect all the provisions of this contract.

The customer will inform SPI Software of any anomalies in the operation of the software. SPI Software will indicate to the client any changes in the current regulations that may require a revision of the software maintained.

The customer will be required to accept any revision of the software offered by SPI Software free of charge. Only the latest version will be maintained.

The client will have to appoint a qualified person within his staff who will be the single point of contact for SPI Software.

In case of non-compliance with any one of the provisions of the contract or obligations provided, SPI Software may terminate this contract by giving one month's notice.

9. Limitations of liability

9.1 Personal data

SPI Software undertakes to respect the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable from 25 May 2018 (GDPR). As such, SPI Software acts as a subcontractor and undertakes to process personal data only for the purposes set out in this contract. In accordance with Article 28.3 of the Regulation, it should be noted that the customer, responsible for processing, assumes responsibility for the processing of personal data and that they benefit from consumer rights, particularly as defined in Article 28 of the aforementioned regulation.

9.2 Other cases

SPI Software will be released from all liability in case of non-compliance by the customer with one of the clauses of this contract and in the cases provided for in the chapter "exclusions".

SPI Software cannot be held responsible for any direct or indirect damage, including the loss of data or information.

Finally, the responsibility of SPI Software cannot be sought in case of force majeure or for other reasons beyond its control such as strike, labor disputes, claims or accidents.