

# ASSISTANCE AND STUDIES SPECIFIC TERMS

## 1. DEFINITIONS

**Prior Knowledge** any item, whatever the form, nature and medium, whether or not protected by intellectual property rights, which are incorporated in the deliverables and/or are supplied to meet the needs of the Customer in the framework of the Services and that belonging to the Provider or a third-party, which were completed in an external framework and separately from the Contract, excluding any Software hardware and / or software equipment.

**Customer Equipment** hardware or software equipment which the Customer states to be the owner of or on which it declares to have all the rights necessary for the provision of the Service.

**Change** request from the Customer that modifies the initial technical and / or functional scope as defined in particular in the Specific Documentation.

**Times of service** working hours in effect at the Provider's.

**Day** working days in effect at the Provider's.

**Deliverable (s)** the work, such as documentation, study and / or IT development carried out by the Provider for the Customer, listed in the Specific Documentation and whose delivery to the Customer is provided for under the Contract, to the exclusion of any Software and any Prior Knowledge. The Deliverable is said to be Specific if it has been produced exclusively for the Customer.

**Territory** territory of provision of the Services as specified in particular in the Specific Documentation or the Purchase Order.

## 2. PURPOSE

**2.1** The Customer, who does not have the expertise to independently provide the Services, wishes to benefit from the assistance and advice of the Provider whose experience and know-how are recognized and likely to allow the performance of the Services.

**2.2** These terms set forth the specific conditions of provision of the ordered Services described in the Specific Documentation associated with the Service and / or the Purchase Order.

Under these Specific Terms, the following services can be ordered:

- technical assistance services and / or
- other IT services (including advice, study, specific development, training, etc.)

The following services are expressly excluded from the scope of the Specific Terms: service of integration of Customer Equipment and / or deployment, equipment resale and licensing service, provision of service in SaaS mode; these services are subject to other Specific Terms.

## 3. ORDERING THE SERVICES

**3.1** Any Order constitutes a firm commitment by the Customer and cannot be cancelled or modified unless otherwise stipulated in the Specific Documentation.

Any suspension or early termination of an Order or the Contract will be invoiced under the conditions contained in Article 7.

**3.2** The Customer may request from the Provider the performance of all or part of the Services outside service Hours (the "Work outside service Hours"), at least fifteen (15) days before the Work outside service Hours. If the conditions, in particular financial, applicable to a request for Work outside service Hours are not already defined in the Contract, the Provider shall communicate them at the Customer's request.

In the absence of written acceptance of these terms by the Customer at the latest five (5) Days before the date of the Work outside service Hours, the Provider shall not be required to carry out the Work outside service Hours, unless otherwise agreed in writing by the Parties.

**3.3** The scope, nature of the Services and the scope of the Provider's commitments are defined in detailed in the Contract. If, during the performance of the Services, the Customer requires a Change, it shall send its request to the Provider in a document expressing its needs ("Change Request"). The Provider will then conduct a review of the Change Request. Based on this analysis, if the Customer maintains its Change Request, the Provider will establish a change proposal. The review of the Change Request and the proposed change will be invoiced at the current rate, unless otherwise agreed by the Parties.

The work will not start before the written consent of the Customer on this proposal. Where applicable, a Purchase Order and / or an additional clause will be signed by the Parties, prior to the completion of the Change.

If the Change Request is not followed by the signing of a Purchase Order or an additional clause and this causes a delay in the project, the Parties shall make their best efforts to take organizational and task reassignment measures to reduce or absorb this delay. If it cannot be fully absorbed, the Provider shall not be held responsible and the Parties shall jointly decide on the

new contractual timetable for the Services.

#### **4. PRICE, INVOICING AND PAYMENT CONDITIONS**

**4.1** The prices of the Service (s) are shown in the Specific Documentation or in the Purchase Order.

All prices are indicated without travel, catering and accommodation costs; such costs will be charged to the Customer on an actual cost basis upon sight of supporting documents, unless otherwise agreed between the Parties.

The prices of the Services will be increased for Work outside service Hours, by application of the pricing terms communicated by the Provider.

**4.2** Unless otherwise provided for in the Specific Documentation, the prices of the Services may be revised each year on the anniversary date of the Contract by applying the following formula:  $P1 = P0 S1 / S0$

Where P1 = revised price

P0 = initial price

S0 = last SYNTEC index published on the date the Contract was entered into or on the date of the previous revision

S1 = last SYNTEC index published on the revision date.

If the SYNTEC index disappears, a new index shall be chosen so that it is as close as possible to the removed index.

**4.3** Unless otherwise specified in the Specific Documentation or the Purchase Order, invoices are issued monthly, at the end of each calendar month.

**4.4** For fixed-price Services, the first invoice is equal to thirty percent (30%) of the total amount of the Order and subsequent ones are issued in accordance with the invoicing schedule specified in the Specific Documentation or the Purchase Order.

#### **5. SPECIFIC TERMS OF PERFORMANCE AND USE OF SERVICES**

The Specific Documentation may specify any prerequisites imposed on the Customer in the provision of the Services and / or terms of use of the Services.

##### **5.1 Place of performance of the Services**

**5.1.2** The Services shall mainly be carried out on the Customer's site and / or remotely (including teleworking) as will be agreed between the Parties.

The Customer agrees to give access to the Provider, its employees and / or subcontractors, to Customer sites, including outside Service Hours if applicable, in compliance with the access and security procedures of said sites in order to carry out any necessary work within the framework of the Services.

**5.1.3** The Customer communicates and explains to the Provider beforehand all its security rules applicable to the performance of the Services by the Provider, its employees and / or subcontractors.

**5.1.4** The Parties agree to comply with applicable legal and regulatory provisions relating to the prevention of occupational risks, the definition of a prevention plan and the general coordination of prevention measures.

##### **5.2 Provision of Customer Equipment**

**5.2.1** For the performance of the Services, the Customer agrees to make the Customer Equipment available free of charge, as agreed between the Parties, to help the delivery of the Services.

As such, the Customer makes all arrangements with regard to software suppliers to make freely and free of charge available to the Provider, for the purposes of the Contract, the software for which the Customer has a license to use and which is necessary to the Provider under the Contract. The Customer represents that it has secured from the owners of the software the necessary authorizations to allow their use by the Provider, its employees and / or subcontractors.

**5.2.2** Before the Provider works on the Customer Equipment, the Customer agrees to save and copy all the data, software and applications contained in the Customer Equipment. Otherwise, the Provider shall not be held liable for any loss of said data.

**5.2.3** The Provider recommends that the Customer:

- install software allowing the best possible fight against any hacking of its Equipment;
- take all appropriate measures to protect its own data and / or software from contamination by any viruses circulating on the Customer network and / or possible intrusions;
- subscription for "Computer malware and fraud" insurance.

##### **5.3 Provider staff**

**5.3.1** The Provider compensates, trains and manages under its sole responsibility the personnel it designates for the performance of the Services.

In particular, it is solely responsible for defining the type of profile required and for designating the number of team members it assigns to the performance of the Services.

It thus agrees to assign staff with the expertise and specific skills required, available and in sufficient number to ensure the proper performance of the Services.

**5.3.2** Such personnel will act exclusively on the instructions and under the responsibility of the Provider.

All of the Provider's personnel assigned in full or in part to the performance of the Services remain, in all circumstances, under the sole hierarchical and disciplinary authority of the Provider, which ensures alone administrative and social management.

**5.3.3** As such, the Provider reserves the right to remove its staff involved in the performance of the Services, in particular when labour laws require so (e.g., election of staff representatives, medical examination, etc.) and when the normal fulfilment of the employment contract of this staff makes it necessary (e.g., training, etc.).

**5.3.4** Each Party is free to replace any staff assigned to the performance of the Service, subject to not unduly disturbing the smooth running thereof. In the event of the unavailability and / or replacement of a member of the Provider's team contributing to the performance of the Service, the Provider shall take the necessary measures to inform the Customer as soon as possible and ensure the continuation of the performance of the services.

#### **5.4 Customer's duties**

Material and decisive duties of the Customer include but are not limited to the duty to clearly express their needs and constraints, in order to set precisely the scope of the Services.

The Customer ensures the availability, skills and stability of its team and the users concerned throughout the duration of the Services. In particular, the Customer designates a manager vested with decision-making power and having all the technical skills necessary to make any decision with regard to the solutions proposed by the Provider. The Customer should in particular validate the proposals or studies carried out by the Provider and pronounce the Acceptance of the Services or Deliverables within the deadlines set in the Contract.

#### **5.5 Monitoring of Services**

**5.5.1** The Provider shall designate a preferred contact person for the Customer.

**5.5.2** The Specific Documentation specifies the procedures for monitoring the performance of the Services. Unless otherwise agreed between the Parties, a monitoring committee, made up at least of the Parties' key contacts, will be held from time to time, at a frequency agreed between the Parties, to monitor the progress of the Services and raise or resolve any difficulties, and at any time, in an emergency, on the initiative of one of the Parties. Minutes of the meeting will be drawn up by the Provider and submitted within three (3) Days of the meeting to the other Party, which will in turn have three (3) Days to advise of its observations, otherwise the minutes shall be deemed approved.

#### **5.6 Performance times**

The Parties agree to meet the performance dates and deadlines specified as being imperative in the Specific Documentation. Any delay due to the Customer, or a third party acting on behalf of the Customer, automatically results in the extension and / or proportional postponement of the deadlines and / or contractual dates as well as the bearing by the Customer of all costs and expenses resulting therefrom for the Provider.

In the event of a delay in the performance times of the Services and / or Deliverables attributable exclusively to the Provider and unless a postponement is accepted by the Customer, the latter may decide to apply penalties for the working days of delay, provided that the same have been set in the Specific Documentation.

In any case, the aggregate amount of all penalties applicable under the Purchase Order may not exceed ten percent (10%) of the total annual amount without tax invoiced for the Services concerned by the application of the penalties and subject of the said Purchase Order.

Under no circumstances can the amount of the penalties be paid by offsetting payments to be made to the Provider.

#### **5.7 Acceptance**

If the Specific Documentation specifies so, acceptance operations for all or part of the Service and / or the Deliverables will be conducted by the Customer in order to establish the conformity of the Service and / or the Deliverables with the specifications described in the Specific Documentation, according to the following procedure unless otherwise agreed between the Parties (the "Acceptance").

At the end of the provision of a Service and / or the delivery of a Deliverable, the Provider shall issue an Acceptance report for the Service or the Deliverable which it will send to the Customer, who shall have a deadline of eight (8) Days, from the date of issue of this Acceptance report, to:

- carry out the Acceptance tests outside of production (where applicable in accordance with the test book validated between the Parties);
- pronounce the Acceptance without reservation by returning the duly signed Acceptance report to the Provider, or;
- pronounce the Acceptance with reservation (s) specifying on the signed Acceptance report the nature and reason for any reservation resulting from non-compliance of the Service or the Deliverable with the specifications described in the Contract. Any other reservation will be considered inadmissible. The Provider will then have one (1) month to make the necessary correction (s). Beyond this period, the Parties shall agree on a solution as soon as possible.

Should the Customer not express itself within the aforementioned period of eight (8) Days, or in the event of use for operational purposes by the Customer, the Acceptance for this Service or the Deliverable shall be deemed to be accepted without reservation and use for operational purposes will be carried out at the Customer's risk.

#### **5.8 Conditions of use of the Services**

The Customer agrees to comply with the terms of use of the Service as detailed in the Specific Documentation.

The Provider shall not be held responsible for the consequences linked to an abusive or even fraudulent use of the Service.

In the event of breach of the Contract by the Customer, the latter acknowledges the Provider's right to suspend or terminate automatically and without further formalities all or part of the Service without entitling the Customer to any compensation.

## **6. LIABILITY**

In addition to the exclusion cases provided for in the General Terms and / or in the Specific Documentation, the Provider shall not be held liable in the event of malfunction in the equipment and / or the computer network and / or an Internet network whose origin is the responsibility of the Customer or a third party.

## **7. TERMINATION**

In the event of termination or early end of an Order or the Contract, for any reason, the Customer agrees to pay the Provider the total amount of the Services ordered as well as the specific irrecoverable and duly documented costs incurred by the Provider in connection with of the Services.

## **8. DURATION OF ORDERS / TERM OF CONTRACT**

**8.1** The Contract is entered into (i) on the date of acceptance of the Purchase Order by the Provider or failing that, on the date of commencement of performance of the Services, and (ii) for the duration of the Service indicated in the Specific Documentation or, failing that, on the Purchase Order.

**8.2** The Contract remains effective for the period necessary for the performance of the Service, as specified in particular in the Purchase Order, the Specific Documentation or the commercial proposal.

The term of the Contract may not be less than the initial minimum duration taken into account by the Provider for establishing the price of the Service, unless otherwise provided.

**8.3** Any renewal of the Order by the Customer is subject to ten (10) Days' notice. Failing this, the Provider may suspend or postpone the performance of the Service beyond its initial starting point and deadline.

## **9. INTELLECTUAL PROPERTY**

Unless otherwise specified in the Specific Documentation of the respective Service, the Provider grants on a non-exclusive basis (and on an exclusive basis for the Specific Deliverable) to the Customer the non-assignable and non-transferable right to use or have used the Deliverables, by any medium and in any form, for the use requirements expressed in the Contract and / or arising from the purpose of the Services.

Such rights include:

- all the economic reproduction and representation rights such as the rights to duplicate, load, display, store, perform, adapt, arrange, correct, translate, incorporate as well as the right to communicate the Deliverables to third parties for non-commercial purposes, in particular for information and promotion purposes;
- to excluding any right to market all or part of the Deliverables.

This granting is valid for the duration of the copyright and for France, and subject to the termination clause of the payment of the price of the Services.

Likewise, the Provider authorizes the Customer to use Prior Knowledge as strictly necessary in the context of the use of the Deliverables and only for the same rights, duration, territory and purposes of use as those provided for the Deliverables.

The Customer shall strictly refrain from any other use of the Service (s), Deliverable (s) and / or Prior Knowledge (s) not formally granted under the Contract.

## **10. WARRANTY**

Subject to agreement between the Parties in the Specific Documentation, a warranty period applies under the conditions defined in the Specific Documentation to any reproducible anomaly relating to the items that appear in the test books provided by the Customer to the Provider. Any items not included in the test books are expressly excluded from the warranty.

The Provider shall be released from any duty under such a warranty in the event of a malfunction caused in particular by:

- a handling error by the Customer or a third party;
- failure to comply with the provisions of the Contract or the associated documentation provided under the Contract;
- modification of the result of the Services by the Customer or a third party;
- a fact not inherent to the Services, in particular an anomaly or interruption in the functioning of the Customer's Equipment;
- or the use of hardware or software not compatible with the Services and / or the Deliverables;
- other cases provided for by the Contract or by law or regulation.

Any intervention by the Provider for operating anomalies excluded from the guarantee will be charged at the current rate.

## **11. REVERSIBILITY**

Upon the expiration of the Contract, for any reason whatsoever, the Customer may opt for the performance of reversibility services in accordance with the provisions of the Specific Documentation or agreed by the Parties in a reversibility plan, providing in particular for scope and cost. This phase is optional and is only implemented at the express written request of the Customer to be sent to the Provider at the latest one (1) month before the effective end date of the Contract, unless otherwise agreed by the Parties. The cost of the reversibility phase will be reassessed in the event of changes to the scope of the Services, this final cost will then be accepted by the Parties in a quote and / or a corresponding Purchase Order.

Throughout the reversibility phase agreed between the Parties, all of the terms and conditions of the Contract shall continue to apply between the Parties.

**End of document**