



1. DEFINITIONS

Prior Knowledge shall mean 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.

Manufacturer means the builder, manufacturer or producer of equipment.

Service Description shall mean the Service Provider's document (s) describing the operational conditions for providing the Service.

Publisher shall mean the publisher of a piece of Software.

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 use in the framework of the provision of the Service. A Product may be a piece of Customer Equipment when the Provider provides it to the Customer in the framework of the "Sale of Equipment and Licensing" Specific Terms.

Equipment shall mean any Equipment supplied by the Service Provider to the Customer as part of a Service and whose property remains that of the Service Provider. The Service Provider shall be responsible for making it available to the Sites agreed with the Customer. For Sites where such a provision to the Customer is impossible, an alternative solution, such as the resale of equipment, should be considered by both Parties.

Incorporation shall mean the actions of physical installation, connection, setting, deployment and start-up of Equipment, Customer Equipment, on a Site in accordance with the provisions of the Contract.

I.T. Outsourcing shall mean the services specifically described as such in the Specific Documentation and which may in particular include operating, supervision, support, and governance services around Customer Equipment or Equipment (belonging to the Service Provider).

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.

Maintenance shall mean all the actions and / or results allowing to restore Customer Equipment to a specified state or able to provide a service such as determined in the Contract, such as Curative Maintenance and / or Evolutionary Maintenance and / or as needed Preventive Maintenance. Maintenance concerns (i) for equipment the repair or replacement of defective equipment and (ii) for software the provision of software fixes (patches). The Specific Documentation will detail the maintenance (s) work ordered.

Curative Maintenance shall mean actions aimed at restoring Customer Equipment to operating condition following an Anomaly (according to the definition given in the Specific Documentation) or the implementation of a Workaround Solution (defined as the solution implemented by the Service Provider when an Anomaly has been correctly identified but for which no final correction can be provided immediately).

Scalable Maintenance shall mean the service offered to the Customer guaranteeing the delivery of Updates to all or part of Customer Equipment.

Start-up shall mean the operations concluding the installation and allowing the activation and use of the Equipment, the Customer Equipment. For a given Site, the end of the Start-up is materialized by the signing by the Parties of an acceptance report. The provisions relating to the acceptance are described in Article 5.3

Update shall mean any successive version of software comprising either corrections of Anomalies, or technical and / or functional improvements, provided by the Service Provider under the warranty and / or Maintenance.

Site shall mean the premises on which the Services will be provided to the Customer, if applicable.

Territory refers to the French territory for the provision of the Services as specified where applicable in the Specific Documentation or the Order.

2. PURPOSE

These Specific Terms set forth, in addition to the General Terms, the specific terms and conditions under which the Service Provider provides the Services to the Client. The Services are described in their associated Specific Documentation and / or in the Order by which the Service is ordered.

These Specific Terms cover the following types of services: (i) Equipment Incorporation services, Customer Equipment as well as (ii) associated IT services (i.e., support, maintenance, I.T. outsourcing, operation, etc.).

The following types of services are expressly excluded from the scope of these Specific Terms: technical assistance, equipment resale and licensing service, provision of service in SaaS mode, as well as specific development services carried out outside of the incorporation of a solution, these services falling under other Specific Terms.

3. ORDERING THE SERVICES

Any provision of Service is subject to the issuance of a Purchase Order in accordance with the Specific Documentation.

Unless otherwise stipulated in the Specific Documentation of the Respective Service, Orders are firm and cannot be modified or cancelled.

4. PRICE, BILLING AND PAYMENT TERMS

The Specific Documentation specifies the conditions relating to the price, price revisions and the billing of the Respective Service.

Unless otherwise specified in the respective Specific Documentation:

- the prices of the Services change annually on the anniversary date of the Contract according to the revision of the Syntec index, and
- the prices are fixed and the billing schedule is as follows:
 - o for non-recurring Services: invoicing of 30% upon order and 70% upon acceptance
 - o for recurring Services: annual periodic billing, due

5. SERVICE PERFORMANCE TERMS

5.1 General duties

The Service Provider agrees to deliver the Services under the conditions established by the Contract.

Details related to the performance of each Service are described in the Specific Documentation of the relevant Service and / or the Order.

5.1.1 Regarding Equipment, Customer Equipment:

Before the Service Provider works on the Equipment or Customer Equipment, the Customer agrees to save and copy all the data and Software and applications contained therein, where applicable, the responsibility of the Service provider is not incurred for any loss of such items.

a) In the case of services related to Customer Equipment:

The Customer is responsible for the consequences that the work of the Service Provider may have on the Customer's Equipment (with the exception of the Products), in particular on the scope of the warranty or the after-sales service from which it benefits from the manufacturer / supplier of Customer Equipment.

The Customer represents and guarantees to the Service Provider that it owns the intellectual property rights attached to the Customer Equipment on which the Service Provider is required to work in the context of the performance of the Services. Failing this, the Customer represents and guarantees the Service Provider that it has the necessary licenses on these rights for its own use as well as that of the Service Provider within the framework of the performance of the Services.

b) In the event of services linked to Equipment:

The Customer agrees to use the Equipment in a professional cautious manner, in particular in compliance with the instructions available or given by the Service Provider as well as the associated documentation, if any.

The Customer shall refrain from carrying out or having carried out any work on the Equipment by persons other than personnel authorized by the Service Provider. Work is meant as the moving of all or part of the Equipment, any modification of the Equipment, any addition of software or any addition of equipment to the Equipment, any repair and programming as well as masking or removing the identification plates affixed to the Equipment.

In the case of a maintenance contract signed with a third party for items related to the Equipment included in the scope of the Order, the Customer shall inform the Service Provider in advance of the dates and contents of the work planned by the third-party maintainer and any resulting modifications, in particular modifications to settings or material additions.

The risks of loss or deterioration of the Equipment as well as the responsibility for the damage they could cause are transferred to the Customer upon receipt by the latter, unless such damage results from a hidden defect in the Equipment. Consequently, the Customer agrees to take out an insurance policy covering the aforementioned risks as well as, in the event of theft, the replacement of the equipment at identical replacement value. The customer agrees to inform the Service Provider of any damage that has occurred to the Equipment and will allow it free access to the Equipment with reasonable notice.

5.1.2 Regarding the customer's Site / premises:

The Service Provider only provides on-site Services if the Site complies with the specifications and characteristics provided by the Service Provider and with the conditions defined by the manufacturers and publishers of the Equipment and Customer Equipment. It is the Customer's responsibility to carry out, at its own expense, any Site adjustment or compliance work before the start of the Services.

The Customer shall comply with the time limit for making the Sites available, which may be specified in the Order.

Likewise, the Customer shall give access to the Service Provider as well as to the latter's employees, subcontractors and authorized suppliers (and, where applicable, to the Manufacturers and Publishers), to the Sites, during Working Days and

Hours and during Non-Working Days and Hours with reasonable notice, in compliance with Site access and security procedures, in order to carry out any necessary work within the framework of the Services. Before any work on the Site by the Service Provider or its subcontractors and authorized suppliers, the Customer shall communicate to the Service Provider the conditions of access to the Sites as well as the internal and health and safety regulations applicable on the said Sites. The Service Provider agrees to comply with the same and to have the same complied with by its staff, subcontractors and authorized suppliers throughout the whole term of the Contract. The Customer may neither claim a breach by the Service Provider of one of its contractual duties nor seek any penalties in the event of the Site being inaccessible or in the event of a Site access rule incompatible with the commitments provided for in the Contract. In the event that the Service Provider or its subcontractors cannot access the Site due to the Customer, the Service Provider may invoice the Customer for all travel and other documented costs.

5.1.3 Regarding the Hours of Operation of the Services

The Services can be performed during Working Hours and / or, where applicable, during Non-Working Hours depending on the type of Services subscribed by the Customer, in the Order. The definition of Working Hours is given in the "Service Description" Appendix of the Respective Service.

In the event that the Order only includes Services during Working Hours, the Customer may, if applicable, at any time and according to its needs and subject to reasonable notice, ask the Service Provider to perform the Services also during Non-Working Hours. In this case, the Services during non-working hours shall be the subject of a specific quote sent to the Customer and additional invoicing.

5.1.4 Regarding the conditions relating to IT security

The Service Provider advises the Customer of the following points:

- Unless otherwise specified in the respective Specific Documentation, the Customer is responsible for the security policy of its Customer Equipment, Products, networks, virtual machines, Software, Data, and for any procedure concerning the response to security breaches and attacks as well as the use of the Services. Consequently, the Service Provider shall not exercise control over the actions that pass through its Service and shall not be held responsible for the consequences linked to an abusive or even fraudulent use of the Service;
- The Service Provider recommends that the Customer take all appropriate measures to protect their own data and / or software from contamination by possible viruses circulating on the Customer network and / or possible intrusions;
- The Service Provider recommends that the Customer install software allowing the best possible fight against any hacking of its Equipment;
- The Service Provider recommends that the Customer take out insurance such as "Computer malware and fraud".

The Specific Documentation may specify any other prerequisite imposed on the Customer in the provision of the Service.

5.1.5 Regarding Service scope

The Customer acknowledges and accepts that the Service Provider will be released from its duties in the following cases:

- use by the Customer or a third party of the Equipment, Customer Equipment, Products or accessories that does not comply with the associated use instructions,
- modification of Equipment or Customer Equipment by the Customer or a third party without the formal consent of the Service Provider,
- modification or change in the hardware / software under the responsibility of the Customer in connection with the Equipment or Customer Equipment within the scope of the Service,
- interruption of service due to work scheduled by the Customer or a third party,
- for maintenance, timeframe for making an Update available by the manufacturer / publisher, or an Upgrade and its implementation by the Customer or a third party,
- if the incident is the responsibility of the Customer (the incident ticket is in this case closed),
- lightning damage,
- case of vandalism / civil engineering,
- development or modification of the Customer's Site, of the distribution or of the cabling system, as well as by various electromagnetic disturbances (in particular other WiFi networks),
- Non-compliance of the Customer's electrical system.

5.2 Specific Terms depending on the Respective Service

a) For the Incorporation Service

The Parties agree to meet the schedule for the performance of the Services, as defined in the Specific Documentation and / or the Order. Any change in the schedule must be subject to prior agreement between the Parties. However, any delay / postponement in the schedule that is not caused by the Service Provider - including in the event of late delivery of Customer Equipment - will be reflected at the Customer's expense in the performance schedule of the Services and the Service Provider shall not be responsible for any delay (including related to the time required for the demobilization and re-mobilization of the Service Provider's staff, if applicable) and / or delay in relation to the schedule provided for in the Order. In the event of a delay / postponement in the schedule due to an act or omission by the Client, the Service Provider may invoice the Client for all travel, trip and other documented costs, as well as the time spent for the unsuccessful start-up.

b) For the maintenance service

The Service Provider's commitments in respect of the maintenance service relate only to the exhaustive list of Customer Equipment as well as the Products and associated serial numbers or license numbers as described in the Order, excluding any other equipment or Software (LAN, telephone lines, security, servers, etc.), even if they are connected to the Equipment, Customer Equipment or Products.

Equipment maintenance includes parts maintenance, labour and travel expenses.

Before reporting an interruption or failure of the Service to the Service Provider, the Customer should first confirm that the defect is not located in equipment that is not covered by the maintenance service.

All maintenance or operation work by the Service Provider following incidents, damage or malfunctions originating from one of the service provision limitations provided for herein shall be invoiced additionally to the Customer. This invoicing includes in particular travel costs and other document costs, the time spent at the hourly rate of the Service Provider or its subcontractors as well as any repair costs.

c) For operating services and / or other operational services

If the Order, for a Respective Service, includes this type of service, the Service Provider shall perform them under the conditions described in the "Description of the Service" Appendix of the Respective Service.

5.3 Acceptance procedure

The purpose of the acceptance is to establish the compliance of the Service, Equipment or Customer Equipment with the specifications described in the Contract.

When the provision of a Service requires the completion of an acceptance and unless otherwise specified in the respective Specific Documentation, the Service Provider shall issue an acceptance report for the Service which it will send to the Customer, who shall have 8 days from the date of issue of this acceptance report to:

- carry out acceptance tests outside of production (if 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 Service Provider, or
- pronounce the acceptance with reservation (s) specifying on the signed acceptance report, the nature and reason for the reservation (s) resulting from non-compliance of the Service with the specifications described in the Contract. Any other reservation will be considered inadmissible. The Service Provider shall then have a period to be agreed between the Parties to make the necessary correction (s). After such a period of time, the Parties shall agree on a solution as soon as possible.

If the Customer fails to express itself within the aforementioned 8-day period, or in the event of use for operational purposes by the Customer, the acceptance of this Service will be deemed to be accepted without reservation and the use for operational purposes will be carried out at the risk of the client.

If the Service is divided into lots and / or phases providing for an acceptance procedure for said lot / phase, the provisions of this article apply for each lot and / or phase.

When the Order relates to both an incorporation service and an associated maintenance service, the maintenance service will start upon pronouncing the incorporation service acceptance.

In the context of a Maintenance Service, the closing of the ticket constitutes acceptance.

These provisions may be supplemented or waived in the Specific Documentation.

5.4 Service Provider's staff

5.4.1 The Service Provider compensates, trains and manages under its sole responsibility the staff 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 required level of expertise and skills, available and in sufficient number to ensure the proper performance of the Services.

5.4.2 This staff will act exclusively on the instructions and under the responsibility of the Service Provider. All of the Service Provider's staff assigned in full or in part to the performance of the Services remains, in all circumstances, under the sole management and disciplinary authority of the Service Provider who alone ensures their administrative and social management.

5.4.3 As such, the Service Provider reserves the right to organise its staff involved in the performance of the Services, in particular when labour legislation requires 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.).

5.5 Replacement

Each Party is free to replace one of its staff assigned to the performance of the Contract, provided that it does not disrupt the smooth running of the Services. In the event of the unavailability and / or replacement of a member of the Service Provider's team, the Service Provider shall take all necessary measures to ensure the continuity of the Services and not to disrupt the smooth running of the Services.

5.7 Maintaining the quality of the Service

To ensure that the quality of a Service is maintained, the Service Provider may be required to:

- carry out work that may temporarily affect the proper functioning of said Service and shall make its best efforts, as far as possible, to reduce the disruptions that may result therefrom for the Customer. In the event that this work has consequences on the provision of the Service to the Customer, the Service Provider agrees to notify the Customer at least two (2) calendar days before the date of the work, by any means, indicating the dates, times and estimated duration of interruption of the Service. If the Service from which the Customer benefits is the only one affected by the work, the Service Provider agrees with it on the time slot for the intervention.
- Interruptions of service due to scheduled work are not considered as incidents and cannot incur the responsibility of the Service Provider nor be the subject of penalties under the service quality of service commitments of the Service Provider
- replace, temporarily or permanently, if it considers that technical developments make it necessary, without modifying the maintenance services, all or part of the Equipment with others fulfilling the same functions and presenting similar qualities without the Customer objecting to the same.

6. LIABILITY

In addition to the exclusion cases provided for in the Orange Business Services General Terms and in the Specific Documentation of the Respective Service, the Service Provider shall not be held liable:

- in the event of a malfunction originating from hardware and / or computer software resources other than those used in the context of the provision of the Service by the Service Provider,
- in the event of damage resulting from anomalies or defects in software and third-party solutions not provided by the Service Provider during the service, as well as the discontinuation of updates, assistance and support for the same software,
- in the event of any access restrictions on specific networks and / or servers connected to the Internet network,
- in the event of possible misappropriation of passwords, confidential codes and more generally of any information of a sensitive nature for the Customer, not attributable to the Service Provider.
- in the event of conditions or restrictions to the Service in accordance with Article 5.

7. DURATION OF ORDERS / TERM OF CONTRACT

The Contract is entered into as from the date of acceptance of the Purchase Order by the Service Provider for the duration of the Service indicated in the Order.

This duration may not be less than the minimum period involved when establishing the price of the Service, unless otherwise provided.

8. SUSPENSION - TERMINATION

8.1 Suspension of the Service

The Service Provider may suspend a Service subject to informing the Customer as soon as possible, for security reasons, of the maintenance of a tool which is necessary for the provision of the Service, of a request or decision by a court or administrative authority. The suspension will not be considered as an incident and cannot lead to termination for breach or be subject to penalties under the Service Provider's quality of service commitments, and the Service Provider shall not be held responsible for possible damages suffered by the Customer.

In addition, the Service Provider may suspend all or part of the performance of all or part of a Service by written notification to the Customer in the event of a breach of the duties incumbent on the Customer, and, in particular in the event of non-payment of all or part of an invoice.

During the suspension period, and depending on the causes identified, the Service Provider may continue to bill for the Service.

8-2-Termination

Notwithstanding the provisions of article 5.2 of the General Terms, in the event that the Customer has not complied with the prerequisites incumbent on it for the Respective Service, the Service Provider may terminate the Customer's Contract for the Respective Service, after formal notice unsuccessful for a period of eight (8) calendar days, without any penalty or compensation being owed to the Customer and without prejudice to the other rights available to the Service Provider.

8.3 Consequences of the termination of all or part of the Contract

In addition to Article 5.5 of the General Terms, the amounts owed by the Customer are as follows:

- if the Contract is terminated before the scheduled start-up Date, the Customer shall owe at least the costs incurred for the Respective Service.
- if the Contract is terminated after Start-up and before the end of the duration of the Respective Service, the following termination compensation will be invoiced by the Service Provider to the Customer, unless the termination is due to a breach on the part of the Service Provider, at the total amount of the Order.

9. INTELLECTUAL PROPERTY

Unless otherwise provided in the Specific Documentation of the Respective Service, the Service Provider grants non-exclusively (exclusively for the Specific Deliverable) to the Customer the non-assignable and non-transferable right to use or have used the Deliverables, by any means and in any form, for the use requirements expressed in the Contract and / or arising from the purpose of the Services.

These rights include:

- all the economic rights of reproduction and representation 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,
- 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 payment of the price of the Services.

Likewise, the Service 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 explicitly granted under the Contract.

10. SLA

Whenever the Specific Documentation expressly provides that the Service is subject to service level commitments (SLA), the Service Provider commits to the quality of service under the conditions defined in the Specific Documentation relating to the Respective Service.

Quality of service commitments do not apply in the following cases:

- Suspension of the Service.
- Customer act or Customer negligence
- Act of a third party
- Failure of a software, hardware or service component provided by a third party.
- Scheduled maintenance work.
- Inability of the Service Provider to implement a modification due to incomplete information provided by the Customer.

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