



## **APPENDIX 3.4.3**

# **CONTRACT FOR THE USE OF SNCF RESEAU INFORMATION SYSTEMS FOR A CANDIDATE THAT IS NOT A CAPACITY APPLICANT**

*Timetable xx – Customer xx*

**Between the undersigned:**

**XXX.....**, registered with the trade and companies register of ..... under number .....,  
having its registered office at .....

Represented by .....(*surname, first name, position*), acting in his or her capacity as ....., duly  
authorised for the purposes hereof.

Hereinafter referred to as “the Candidate”.

and

**SNCF RESEAU**, a public limited company (SA), with share capital of €621,773,000, entered on the  
Bobigny Trade and Companies Register under no. 412 280 737, with its registered headquarters  
located at 15-17 rue Jean-Philippe Rameau, 93200 Saint-Denis,

Represented by .....(*surname, first name*), acting in his or her capacity as ....., duly authorised  
for the purposes hereof.

Hereinafter referred to as "SNCF Réseau",

Hereinafter referred to individually as the “Party” and together as the “Parties”.

**IT IS MUTUALLY AGREED AS FOLLOWS:**

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## FOREWORD

SNCF Réseau manages the national rail network and is responsible for its maintenance, modernisation and safety. SNCF Réseau also guarantees neutral and fair access to the infrastructure, in partnership with the public authorities and the territories.

The Applicant is [...].

For the purposes of its competence and in particular for the purposes of [...] (hereinafter "**the Objective**"), the Applicant wishes to access certain SNCF Réseau IT system services as defined below. It is in these circumstances that the Parties have come together to enter into this contract (hereinafter referred to as the "**Contract**" on the terms set out below).

## THE FOLLOWING WAS AGREED:

### ARTICLE 1. DEFINITIONS

For the interpretation and execution of the Contract, the capitalised terms in the following list, whether singular or plural, are defined as follows:

- **User account (or login/password)**: refers to all the confidential elements enabling a User to access the IS Service.
- **Content**: means all the information accessible on the IS Service, regardless of its form, reference standards, data, diagrams or any other form, for which a right of access and use is granted under the Contract in accordance with **article 4.3** of the Contract.
- **Documentation**: where applicable, means the functional installation manual and the IS Service user manual.
- **Customer Space**: refers to the area accessible on the [sncf-reseau.com](http://sncf-reseau.com) website providing easy access to the digital tools and services offered by SNCF Réseau. It provides a single point of entry for digital tools/services, useful documents and requests for authorisation and training. Any request for access to the [Customer Space](http://Customer Space) must be sent by e-mail to [supportclients.si@reseau.sncf.fr](mailto:supportclients.si@reseau.sncf.fr).
- **"Prestation associated with the IS Service"**: the prestations associated with the IS service may include:
  - access to the IS service (or logins)
  - training courses
  - general documentation associated with the use of the IS service in question, including in particular the list of functionalities and an explanation of the reference tables;
  - a support, mainly technical, dedicated to resolving difficulties linked to the use of IS services.
- **"Prestation complementary to the IS Service"**: this takes the form of training offered to Candidates that are not capacity applicants, where such training is included in the training

catalogue accessible via the Customer Area. In this case, the training is provided in return for payment of the price corresponding to this additional service.

- **IS Service (Information System Service):** means any IT medium, within the limits of the list defined in **Appendix 5.3.2** of the NS, by which SNCF Réseau makes Content available to the Applicant that is not requesting capacity ; this may be by means of an application or a data flow.
- **User:** means a physical person under the responsibility of the Applicant who is not a Capacity Applicant and authorised by the latter as the holder of a User Account to access the IS Service.

## **ARTICLE 2. PURPOSE**

The Agreement sets out the general terms and conditions, particularly administrative and financial, for access to and use of the IS Service made available to the Applicant via Customer Space for its internal and exclusive use, strictly for the purposes of the Objective.

These provisions are supplemented by the provisions of the other contractual documents listed in **Article 3** below.

## **ARTICLE 3. ENFORCEABILITY OF THE INFORMATION SYSTEMS USE CONTRACT**

The use of SNCF Réseau IS services by the Customer implies adherence to the provisions of the Contract.

## **ARTICLE 4. CONTRACTUAL DOCUMENTS**

The contractual relations between SNCF Réseau and the Applicant are governed by the following documents in descending order of priority:

- The order forms;
- This document
- The "All services" section of the Customer Space;
- The IS training catalogue as part of the Complementary Services for access to the IS Service.

All of these documents are constituent parts of the Contract. In the event of contradiction between one or more stipulations appearing in any of the above documents, the higher ranking document will have precedence.

The fact that a stipulation in a lower ranking document is not expressly mentioned in a higher ranking document does not mean that it contradicts the higher ranking document.

## **ARTICLE 5. SCOPE AND NATURE OF THE RIGHT TO ACCESS AND USE THE IS SERVICE**

### **5.1. Prerequisites**

In connection with the provision of the IS Service, the Applicant warrants that, prior to signing this Agreement, it has read and understood the prerequisites defined in the "All Services" section of the Customer Area and, where applicable, in the Documentation.

The Applicant undertakes to ensure that its Users working at its request on equipment or installations enabling access to or use of the IS Service are aware of and comply with these prerequisites and, where applicable, the Documentation.

## 5.2. Description and ownership of the IS Service selected by the Candidate

The Parties have mutually agreed that the remote provision of IS Services to a Candidate not requesting capacity, in light of the Candidate's previously stated needs, shall cover the list defined in **Appendix 5.3.2** of the NS.

The provision of the IS service does not confer any right of ownership over it or the data it contains. All copyrights, trade secrets and other intellectual property rights relating to the IS Service remain the exclusive property of SNCF Réseau.

Consequently, the Applicant undertakes not:

- to register any industrial property rights relating, directly or indirectly, to access the IS Service and its Content;
- to claim any copyright or other intellectual property rights associated with the IS Service and its Content;
- to take advantage of any assignment of the IS Service and its Content.

## 5.3. Scope of the right to access and use the IS Service

SNCF Réseau grants the Applicant a right to access and use the IS Service and, where applicable, its Documentation under the conditions set out below. This right of access and use applies to the version of the IS Service as identified in the "All services" section of the Customer Space.

This right to access and use the IS Service:

- is granted by SNCF Réseau to the Applicant on a non-exclusive and individual basis according to the access requests drawn up under **article 6** of the Contract;
- includes the possibility for Applicant Users to consult, extract and re-use the Content for professional purposes and solely for the purposes of the Objective. Where applicable, the Applicant not requesting capacity undertakes to indicate the following on any documents reproduced from the IS Service: "Confidential document, exclusive property of SNCF Réseau";
- under no circumstances allows access to the IS Service's Source Codes, i.e. all the instructions and program lines of the IS Service that need to be accessed in order to modify it;
- is valid solely for the purposes of the Objective for the period specified in **article 16** of the Contract.

Any other use, such as adapting, modifying or distributing the IS Service, is expressly prohibited. In addition, the Applicant is not authorised:

- to draw inspiration from the IS Service or its Documentation, if any, in order to create other programmes or information systems or any other technical documentation with identical or similar purposes;
- to translate or arrange the IS Service or its Documentation, if any, for any purpose;
- without this list being restrictive, to make the IS Service or any Documentation available to third parties, nor to market them, nor to grant them on loan or lease, nor to create any work derived from them, for any reason whatsoever.

#### 5.4. Use of a third party agent:

The Customer may use the services of an "authorised" third party to ensure the management of data flows from the IS that are the subject of the Contract.

To this end, an agency agreement signed in advance between the Customer and this third party agent will be communicated to SNCF Réseau, which will be appended to the Contract. This mandate agreement must attest to the authorisation given to the third party agent to act in the name and on behalf of the Customer.

This mandate agreement must also specify the data flows concerned, the duration of the mandate and the data that will be provided to SNCF Réseau by the agent on behalf of the Customer. It will be recalled that the third party agent will undertake, for the execution of its mission, to comply with the provisions of the Contract, including the general conditions.

Where applicable, the IS that are the subject of the Contract will remain contracted by the Customer and the billing of the fee for the use of the data flows will remain paid by the Customer.

It is expressly agreed that SNCF Réseau may not, under any circumstances, be held responsible for any breaches that may be committed by the third party agent with regard to the obligations it has undertaken with regard to the Customer.

On the contrary, SNCF Réseau will in all circumstances be entitled to consider that the third party agent has acted in accordance with its mandate and validly binds the Customer, until the mandate agreement comes to an end or is expressly revoked and SNCF Réseau has been notified beforehand by registered letter with acknowledgement of receipt.

#### ARTICLE 6. CONDITIONS OF ACCESS TO THE IS SERVICE AND FOR MANAGING USER ACCOUNTS

The Applicant hereby appoints a person, referred to as the "IS referent account manager", who is responsible for managing access (creation, deletion, etc.) to the IS Service for all its Users; this person also reports any difficulties encountered by Users in using the IS Service. Another person may be appointed to deputise for the director if he or she is absent or unable to attend.

IS referent account manager: <i>(to be completed)</i> Surname/First name: Position: Email address: Telephone:	Substitute IS referent account manager: <i>(to be completed)</i> Surname/First name: Position: Email address: Telephone:
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In the event of a change in the designated IS referent account manager, the Applicant shall inform SNCF Réseau as soon as possible by e-mail to [supportsclients.si@reseau.sncf.fr](mailto:supportsclients.si@reseau.sncf.fr). This modification only becomes effective after SNCF Réseau acknowledgement of receipt by return mail.

The IS referent account manager will email requests for access to the IS Service to **supportclients.SI@reseau.sncf.fr** using the form (equivalent to an order form) provided for this purpose and available on the **Customer Space**.

SNCF Réseau undertakes to open User Accounts as soon as possible from receipt of the duly completed form.

Each User Account consists of a username and a password. Supportclients.SI@reseau.sncf.fr **will send these details to each User** by e-mail. Apart from an IS service where a unique User-Account is provided temporarily, the User-Accounts are nominative; they are personal and, as such, cannot be shared or loaned under any circumstances.

The IS referent account manager is notified when User Accounts are created. Where applicable, the equipment required for the connection in application of the specific conditions specified in the "All services" section of the **Customer Space** is also given to the IS referent account manager.

The Applicant is solely responsible to SNCF Réseau for the allocation and proper use made by each User of their User Account. More generally, it is the Applicant's responsibility to implement measures to guarantee their confidentiality and to ensure that each User takes all necessary measures to ensure that the log-in details related to their User Account are not known, disclosed and/or used by unauthorised persons. SNCF Réseau must be notified immediately in writing of any loss or unintentional disclosure of information that could enable a third party to learn of a User's log-in details.

Where required, appropriate measures may be taken by SNCF Réseau (suspension of the level of authorisation, or even access to the IS Service).

The Applicant shall ensure that, throughout the term of the Agreement, the number of User Accounts opened per IS Service corresponds to its actual needs. To this end, the Applicant undertakes, via its IS referent account manager, to ask SNCF Réseau to delete any User Account that has become obsolete as soon as possible by contacting **supportclients.si@reseau.sncf.fr**. The access deletion periods are effective from the date the request is received by and are indicated in the conditions specified in the "All services" section of the **Customer Space**.

## **ARTICLE 7. ACCESS AND CONTENT SECURITY**

### **7.1. Security policies**

Each Party is committed to applying an information security policy to ensure a reasonable level of security for its technical infrastructure and information systems.

As such:

- SNCF Réseau is responsible for defining and implementing the security policy which is applicable for the IS service;
- The Applicant is responsible for defining and implementing its own network and infrastructure security policy that it uses for connecting to the IS service. To this end, the Applicant undertakes to guarantee an adequate level of security for equipment that its Users employ to access the IS services. SNCF Réseau cannot be held responsible for equipment or software that was not provided by SNCF Réseau and which is required for using or operating the IS services that is not sufficiently secure.

SNCF Réseau is the only Party entitled to authorise any test, verification or security audit of these IS services. The Applicant not requesting capacity undertakes not to seek any vulnerability without the SNCF Réseau's explicit and formal authorisation.

SNCF Réseau reserves the right to interrupt or suspend, without notice, the partial or total access to an IS service in the event that a threat to IS infrastructure, or accessed or underlying networks is detected by or brought to the attention of SNCF Réseau.

This interruption or suspension would constitute a precautionary measure aimed at avoiding, limiting or offsetting the consequences of this threat for their own networks and infrastructures or for the infrastructures of customers and partners or, more generally, for the service rendered to its customers and partners.

**7.2. IS Security officer**

The Applicant's IS security officer is the SNCF Réseau's contact person for subjects related to the security of the IS services. They represent the Applicant for all security matters with SNCF Réseau. Another person may be appointed to deputise if he/she is absent or unable to attend.

IS security officer: <i>(to be completed)</i> Surname/First name: Position: Email address: Telephone:	Deputy IS security officer: <i>(to be completed)</i> Surname/First name: Position: Email address: Telephone:
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In the event of a change in the designated IS Security Officer, the Applicant shall inform SNCF Réseau as soon as possible by e-mail to **supportclients.si@reseau.sncf.fr**. This notification only becomes effective after SNCF Réseau acknowledgement of receipt by return mail.

The IS security officer immediately communicates any information to SNCF Réseau relating to suspected or proven incidents that could compromise security:

- of the IS Service;
- of SNCF Réseau or partner infrastructures that contribute to providing the IS service;
- of the IS services users.

They indicate in particular, but without limitation, the following incidents:

- Any existing accounts providing access to the IS service that are not justified;
- Any vulnerability of the IS service that it is aware of;
- Any suspicion of an incident or a proven incident that may have led to the disclosure or the theft of a User account;
- Any threat to the security of the interconnected equipment or, more generally, to SNCF Réseau services, infrastructures or systems or any other SNCF Réseau partner or customer benefiting from or contributing to the provision of the IS service.

**7.3. Equipment and infrastructure security**

SNCF Réseau guarantees the Applicant:

- Secure access to the IS service through the encryption of exchanges, in accordance with the undertakings set out in the "All Services" section of the Customer Space;

- Access and data integrity, including:
  - The implementation of access flow filtering mechanisms to provide reasonable protection against known attacks from the Internet;
  - The implementation of a security policy.

This includes the implementation of measures to:

- ensure systems and applications are updated;
- organise monitoring of potential major vulnerabilities;
- rapidly deploy the corrective measures corresponding to these vulnerabilities;
- combat malware;
- manage and control access to these devices, systems and applications.

SNCF Réseau will ensure that, within the scope of the Services associated with the IS Service referred to in article 8.1 of the Contract, it implements all the technical intervention and assistance solutions that are available to it to guarantee the reliable operation of the IS service.

#### **ARTICLE 8. ADDITIONS, MODIFICATIONS, OR CANCELLATIONS RELATED TO THE IS SERVICE**

The IS Service may be modified by SNCF Réseau, depending on the changes made to it and the new possibilities for making it available:

- either by providing a new replacement information system;
- or by the removal of IS services that have become obsolete, without the need for an identical replacement,
- or by technical or functional evolutions of the IS service.

Any change to the IS Service must at *least* be notified to the Applicant via Customer Area and an e-mail to the IS referent account manager.

Information is provided observing the minimum notice period set out below, except in emergencies where this period cannot be respected.

The period of notice is:

- Six (6) months prior to the scheduled change date in the case of scheduled changes to IS services or the removal of an IS service that affects the Applicant's IS (modification of an interface, cancellation of an IS service); a consultation with the Applicant may be organised to define a deployment schedule for the new IS service (replacement or modification) as well as an operational maintenance schedule for the initial IS service.
- A minimum of three months before the planned modification date in the case of scheduled modification affecting the use of the IS service (modifications of existing screens, navigation in the application, etc.) ;
- However, there is no minimum notice in the case of scheduled changes to the IS service that have no impact on the existing one (addition of a service, modification of the graphic charter).

When an IS service is added or modified, its use is automatically governed by the provisions of the Contract.

## **ARTICLE 9. SCOPE OF SERVICES ASSOCIATED WITH AND COMPLEMENTARY TO THE IS SERVICE**

### **9.1. Services related to the IS service:**

#### 9.1.1. Documentation

Documentation relating to the IS Service is available in the Customer Area.

#### 9.1.2. Technical support

Technical and functional support strictly limited to the IS Service is made available to Applicants not requesting capacity. The support team can be contacted by telephone on 09 72 72 27 29 or by e-mail at **supportclients.si@reseau.sncf.fr**. This dedicated support unit is available Monday to Friday (excluding public holidays) from 7.30am to 7pm.

### **9.2. Additional IS services:**

When it is provided for, training in the IS Service and the ordering procedures are described in detail in the current IS training catalogue, which can be accessed on the Customer Space where the IS Coordinator can make a request using the form provided.

## **ARTICLE 10. FINANCIAL CONDITIONS**

### **10.1. Prices**

The price applicable to access and use the IS Service and the Services associated with the IS Service is set out in **appendix 5.3.2** of the NS for a given year.

This price does not include :

- The costs of purchasing, maintaining or upgrading the basic equipment (hardware and software) of the IS Service;
- Network and connection costs (fixed installations, lines, annual fees and consumption).

The price of training courses under the IS Complementary Services is set out in the current IS training catalogue, which can be accessed in the Customer Space.

### **10.2. Terms of Payment**

#### 10.2.1. General provisions

Invoices drawn up by SNCF Réseau are to be paid in Euros by the Applicant no later than thirty (30) calendar days from the issue date of said invoice (date shown on the invoice) by transfer to credit the account listed below:

Account holder: SNCF Réseau péages  
Domiciliation: PARIS OPERA  
Bank code: 30003  
Account number: 03620 00020216907  
Complete account number: 50  
IBAN: FR76 30003 03620 00020216907 50  
BIC ADDRESS SWIFT: SOGEFRPPHPO

No discount is granted for early payment.

Invoices issued by SNCF Réseau may be contested by the Applicant. For a dispute to be admissible, it must be sent to SNCF Réseau by registered post with acknowledgement of receipt addressed to the person identified in **article 14** of the Contract within a maximum period of one (1) year, following the date of issue of the invoice. Once this period has expired, any dispute relating to this invoice cannot be accepted.

This letter must specify the scope, nature and grounds of the dispute, give the precise references - date and number - of the disputed invoice and be accompanied by all the supporting documents needed to substantiate the dispute.

Under no circumstances will this dispute release the Applicant from its obligation to pay the full amount of the disputed invoice in accordance with the conditions set out in this article.

In the event that the disputed amounts that have become due are not paid within the payment period, late payment interest shall be charged by SNCF Réseau under the conditions set out below.

SNCF Réseau undertakes to respond to the dispute as soon as possible after receipt of the relevant letter.

If the challenge is rejected, SNCF Réseau will provide the Applicant with a reasoned response including any necessary justification. Where necessary, the Applicant may submit a request for an amicable settlement in accordance with **Article 18** of this contract.

In the event that SNCF Réseau upholds the Applicant's claim, SNCF Réseau undertakes to reimburse the sums wrongly received as soon as possible after the date of response.

It is also stipulated that SNCF Réseau may, in the event of an error, issue supplementary invoicing within one (1) year from the invoice's date of issue, upon presentation of the relevant supporting documents and specifying the amount of the supplementary invoicing.

Invoices are sent to the Applicant at the following address:

*(to be completed)*

#### 10.2.2. Late payments

If settlement is not made with the deadline stipulated, the Applicant shall be liable to SNCF Réseau for interest for late payment. Interest for late payment is rightfully due from the day following the settlement date shown on the invoice, without the necessity of a reminder.

In accordance with the provisions of Article L441-10 of the French Commercial Code, the rate to be used for the calculation is the interest rate applied by the European Central Bank to its most recent refinancing operation, plus ten (10) percentage points.

Any Applicant in a late payment situation, shall also owe SNCF Réseau a flat fee compensation for recovery costs to the amount of forty Euros excluding VAT (€ 40 excl. VAT). If the recovery fees incurred are above the amount of this flat fee compensation, SNCF Réseau may request additional compensation on justification.

In the event that there is a difference of more than two business days between the date of issue and the delivery date of the invoice and if the Applicant pays after the due date, late day penalties related to the difference between the aforementioned dates will not be applied.

SNCF Réseau may also, after formal notice has remained without effect for thirty (30) calendar days following its receipt, suspend the Applicant's access to the IS Service. Interest for late payment will continue to accrue. It is understood that the price of the Additional Services to the IS Service remains payable in full by the Applicant.

SNCF Réseau undertakes to re-establish access to the IS Service as soon as possible after payment by the Applicant of all sums due and associated late payment interest.

In the event of persistent non-payment after the above-mentioned formal notice, the Contract is automatically terminated by SNCF Réseau after the Applicant receives a registered letter with acknowledgement of receipt to this effect.

Notwithstanding this termination, SNCF Réseau may exercise any legal action against the Applicant in order to recover the contractual amounts due.

#### 10.2.3. Special provisions

- Billing terms for access to and use of the IS Service and for Services associated to the IS Service:

Invoices are issued annually in arrears (April Y+1), plus VAT at the current rate.

As the rates are fixed for one year, the cost of accesses created or cancelled during the year is calculated pro rata temporis. For any access that is opened or cancelled during the month M, payment is due for the entire month.

SNCF Réseau undertakes to send a statement to the Applicant by email no later than the 20th of each month (except in August) with the number of accesses opened on the IS service. In the absence of a calculation established for the month of August, SNCF Réseau will retain the number of accesses that are most favourable for the Applicant, for each IS service, based on the statements from July and September.

Each statement drawn up by SNCF Réseau may be contested by the Applicant within a period of three (3) calendar weeks, via the form made available for this purpose in the Customer Space. The duly completed form, signed by the IS referent account manager, must be sent to [supportclients.si@reseau.sncf.fr](mailto:supportclients.si@reseau.sncf.fr).

A new statement of the number of accesses will be sent to the Applicant if required. In the absence of any objection from the Applicant as described above, it will be deemed that the Applicant has accepted the access statement and consequently the associated invoices.

- Terms of invoicing additional services to the IS service:

The IS Additional services are invoiced on a regular basis dependent on the training provided, under the conditions defined in the current IS training catalogue that can be accessed via the Customer Area.

### **10.3. Price revision**

Changes in the rates, as set out in **Appendix 5.3.2** of the NS and applicable for a given year, are as follows:

- on the basis of the annual change in the last known value of the Syntec index for fees relating to access to and use of the IS Service and to IS associated services;
- on the basis of the ICHT (hourly cost of labour) index for charges related to IS associated services.

## **ARTICLE 11. CONFIDENTIALITY**

"Confidential Information" is considered to be any information disclosed by SNCF Réseau from the Content, whatever its nature (technical, commercial, legal or financial) that is part of the intellectual property of SNCF Réseau or any information considered by SNCF Réseau as covered by business confidentiality, in particular software (source code, object code, associated documentation), plans, reference standards, specifications, as well as data and databases.

The Applicant undertakes to keep strictly secret any Confidential Information accessible under the terms of the Agreement. Applicants not requesting capacity shall refrain from disclosing any Confidential Information to third parties, even partially, unless they have been previously authorised to do so by SNCF Réseau.

In any event, the Applicant is responsible for compliance with these obligations by its Users, members of its staff familiar with them and any authorised third parties.

## **ARTICLE 12. PROTECTION OF PERSONAL DATA**

As part of the provision of the IS service, SNCF Réseau is required to process personal data, especially the collection, hosting and storage of that of the Users.

"Personal data" means any information related to a natural person who can be identified, directly or indirectly, especially through reference to an identifier, such as a name, identification number, location data or on-line username, or to one or more specific elements pertaining to his or her physical, physiological, genetic, psychic, economic, cultural or social identity.

Personal data must be considered as Confidential Information and treated as such.

In its capacity as the data processor, SNCF Réseau undertakes to comply with the provisions of the amended Data Protection Act of 6 January 1978 and the General Data Protection Regulation (RGPD) of 27 April 2016.

Personal data is only kept for the duration necessary for the fulfilment of this purpose, i.e. the User's authorisation period, and is deleted within one (1) year from deactivation of the User's account.

Applicants who are not requesting capacities undertake to inform the User that, in addition to the right to contact the Commission Nationale Informatique et Libertés (CNIL), they have the right to access, rectify and delete their personal data, under certain conditions, as well as the right to object, for legitimate reasons, to the processing of their personal data.

To this end, in order to exercise such rights, Users must send their requests to the following address, providing proof of their identity:

- **dpo@reseau.sncf.fr** ;
- **supportclients.si@reseau.sncf.fr** (who will inform the Data Protection Officer (DPO) at the above address).

### **ARTICLE 13. USE OF THE LOGOS OF THE APPLICANT NOT REQUESTING CAPACITY BY SNCF RÉSEAU**

In the context of use of and access to SNCF Réseau's IS service, the Applicant grants SNCF Réseau the right to reproduce and represent their logo on a non-exclusive basis and free of charge, which will be shown on the IS service pages used by them, following identification in the **Customer Space**.

This concession is made for illustration purposes, SNCF Réseau undertakes that the logo will not be used by in another context and will not be accessible to other Customers and partners who are SNCF Réseau IS service users.

This concession is valid for the whole world and for the entire duration of the contract.

For all the aforementioned rights, the communication vectors and media which are concerned include digital media, direct or indirect broadcast by any means of electronic communication, telecommunications, satellite or cable.

### **ARTICLE 14. CORRESPONDENTS APPOINTED BY THE PARTIES**

In order to monitor the fulfilment of the Contract, the Parties appoint the following correspondents:

- SNCF has appointed the following point of contact: [*Surname, First name, Position, Address, Tel/Mail...*]
- The Applicant that is not requesting capacity designates: [*Surname, First name, Position, Address, Tel/Mail...*]

Any exchanges between the Parties relating to this contract can be validly transmitted to the addresses and persons designated above.

In the event of a change to a designated correspondent, each Party shall inform the other Party (its correspondent) as soon as possible by e-mail. This modification only becomes effective after acknowledgement of receipt by return mail.

## **ARTICLE 15. LIABILITY OF THE PARTIES**

### **15.1. Liability of SNCF Réseau**

SNCF Réseau makes the IS Service in question and its Content available to the Applicant "as is". It is expressly agreed between the Parties that the quality of the content provided by SNCF Réseau corresponds to the status of the data contained in the IS databases which is available to SNCF Réseau at the time the said data is supplied.

SNCF Réseau declares that, to the best of its knowledge at the date of signature of the Contract, it is not aware that the IS Service and its content infringe any intellectual property right or of the existence of any claim or infringement action by third parties in direct or indirect relation to the IS Service and its Content.

SNCF Réseau's liability under the Contract is limited to making the IS Service and its Content available to the Applicant.

SNCF Réseau shall not be liable for failures resulting from events beyond its control, in particular force majeure as defined in **Article 16** of the Contract, acts of God and/or failures due to third parties (other than SNCF Réseau service providers working on the IS service) and/or failures caused by Users.

Moreover, SNCF Réseau is in no way responsible for elements outside the IS service (such as internet or communications networks) which are used to consult and/or extract the Content, even if SNCF Réseau has advocated these elements.

As part of its protection and its legal obligations, SNCF Réseau is required to trace the IT operations and actions performed on its systems by recording activity logs during IS service use.

### **15.2. Responsibility of the Applicant**

The Applicant undertakes to use the IS Service and its Content solely for its own needs and for the purposes of the Objective.

Any processing, transmission, distribution or representation of information or data via the IS Service by the Applicant shall be made at its sole and entire responsibility and in strict compliance with legal and regulatory provisions.

In particular, the Applicant undertakes to ensure that only to process, distribute, download or transmit via the IS Service, information and data whose use does not infringe any intellectual or industrial property right or any other private right, or constitute the commission of a criminal offence.

The Applicant not requesting capacity undertakes to ensure that the IS Service is not hindered or disrupted and that its Users comply with the required conditions, the instructions for use and the Documentation communicated by SNCF Réseau for the proper implementation of the IS Service.

The Applicant not requesting capacity is responsible for ensuring that where applicable, the information provided during IS Service training by SNCF Réseau (or its service provider) or included in the Documentation, is correctly passed on to its Users.

Applicants are responsible for their use of the IS Service and its Content.

Under no circumstances may SNCF Réseau be held responsible for the use and/or interpretation and/or operation of the IS Service by the Applicant, nor for any consequences in terms of

deadlines, costs, and more generally, for any material or immaterial consecutive and/or non-consecutive damage.

The Applicant assumes full responsibility for its relationships with business partners, customers and other third parties.

The Applicant expressly indemnifies SNCF Réseau against any action by a third party relating to damage arising from the use and/or interpretation and/or unsuitability for use of the IS Service and its Content for which they are intended.

The Applicant is not responsible for failures resulting from force majeure as defined in article 17 of the Contract, failures due to third parties and/or failures due to SNCF Réseau and its service providers.

#### **ARTICLE 16. DURATION**

The period of validity of this contract extends to the 2025 service timetable, except with regard to full payment of the sums due by SNCF Réseau or the Customer.

It cannot be tacitly renewed.

#### **ARTICLE 17. FORCE MAJEURE AND SIMILAR EVENTS**

No Party shall be responsible for the non-execution of its obligations if and to the extent that this non-execution is due to a case of force majeure as defined by article 1218 of the French Civil Code and French jurisprudence.

Moreover, pursuant to this contract, the following shall expressly constitute events assimilated to cases of force majeure, provided they satisfy the conditions of unpredictability, irresistibility and exteriority:

- accidental occurrences (such as fire, explosion, etc.) or acts of wilful or criminal damage (sabotage, vandalism, etc.) ascribable to third parties;
- natural disasters or weather-related phenomena (frost, snow, heat waves, floods, storms, etc.) of an intensity and/or on a scale deemed exceptional by comparison with normal conditions in metropolitan France;
- the spread of a virus classified as a pandemic by the World Health Organisation (WHO) or as a pandemic epidemic by authorities such as the Ministry of Health;
- any strike by SNCF Réseau staff and any action taken in connection with it, recognised as force majeure by the case law of the Court of Appeal in its judgement of 11 January 2000 (appeal no. 97-18215);
- measures taken or demanded by the public authorities for reasons linked with national defence, public or civil safety or by the judicial authorities or the fire and emergency services, and the inconvenience caused by their operations;
- any local or national electricity load shedding operation affecting the IS Service, made by the public electricity network operator in order to organise electricity supply cuts.

The Party that invokes the force majeure must alert the other Party, specifying the reasons, the foreseeable consequences and their probable duration.

The contractual obligations that cannot be performed because of a case of force majeure or a similar event shall therefore be suspended throughout the duration of the said event.

The party reporting a case of force majeure or a similar event shall be obliged to deploy all the resources at its disposal to limit the scale of the event and its duration.

Any party which, by action or omission, has aggravated the consequences of the event shall only be entitled to invoke the event with respect to those effects that would have occurred, if such action or omission had not taken place.

If an event lasts for more than one (1) month and affects the execution of the Contract in its entirety, either party may terminate said Contract, without the other party being entitled to compensation of any sort, by sending the other a registered letter with acknowledgement of receipt. Termination shall come into effect on expiry of a period of (15) calendar days from the date on which the said letter was despatched.

In the event that the Contract is not affected as a whole by the event, the Parties shall come together to determine in good faith the conditions in which the contract may be continued and which obligations may be considered to be terminated and the practical conditions governing this termination.

## **ARTICLE 18. APPLICABLE LAW/SETTLEMENT OF DISPUTES**

The Agreement is governed by French law.

In the event of any dispute arising between the Parties as a result of or in connection with the Contract (or any of its clauses), the more diligent Party shall send the other, by registered letter with acknowledgement of receipt, a brief statement of the grounds for the dispute and a request for a meeting in order to seek an amicable solution.

This procedure shall not prevent either Party from requesting, where necessary, the appointment by the competent court of a judicial expert, appointed for the sole purpose of establishing the facts, when circumstances require it to establish the existence of elements or facts that are likely to disappear.

If the attempted amicable resolution fails at the end of a period of three (3) months from the date of notification by registered letter with acknowledgement of receipt, either Party may refer the matter to the competent courts in Paris.

## **ARTICLE 19. GENERAL MEASURES**

- **Entire agreement/amendment**

The Contract constitutes the entire agreement between the Parties with regard to the provision of the IS Service and its Content and supersede any prior undertaking, letter of intent, declaration, guarantee and arrangement of any kind whatsoever, whether written or not, relating thereto, which it replaces.

Any amendment to the Contract shall be formalised by the signature of an amendment between the Parties, with the exception of amendments agreed between the Parties and referred to in **articles 6, 7.2 and 14** (IS Referent account manager, IS Security Referent manager and correspondents), which shall be dealt with by an exchange of emails between the Parties.

- **Waiver**

The fact that a Party does not require full performance of a contractual obligation shall not be considered as a waiver of the right to require such performance in the future, nor shall tolerance of a breach of contract oblige it to tolerate the same breach in the future. A contractual obligation may only be waived in writing signed by the Parties.

- **Invalidity of a contractual provision**

If any provision of the Contract is held by a court or other competent jurisdictional authority to be illegal, invalid or unenforceable, in whole or in part, by virtue of any statute or rule of law, that provision shall, to the extent necessary, be deemed no longer to form part of the Contract. The Parties shall make every reasonable effort to find in good faith a replacement provision which will, as far as possible, have the same commercial effect as the invalid provision.

In this case, the legality, validity and binding nature of the remainder of the Contract will not be affected, unless its fulfilment becomes impossible and/or the Party intending to rely on this illegality or nullity provides proof that this stipulation was the determining cause of its will to enter into the contract.

## **ARTICLE 20. SIGNATURES**

Drawn up in two (2) original copies, one (1) for each of the Parties.

**On**

**For SNCF Réseau**

Group Business Development Director

**On**

**For the Applicant**

Redevance d'accès aux services SI (prestations complémentaires)		
Service SI	Mode de calcul de la redevance	Prix unitaire en € HT
Doc.Explore, GESICO/DSDM, Ischia, e-Houat	Tarif par horaire de service et par accès supplémentaire (cf. seuil défini dans le tableau ci-dessus)	596,56
DECLIC	Tarif par horaire de service et par accès supplémentaire (cf. seuil défini dans le tableau ci-dessus)	347,59
See-trains	Tarif par horaire de service et par accès supplémentaire (cf. seuil défini dans le tableau ci-dessus)	1 073,79
OLGA	Tarif par horaire de service et par accès supplémentaire (cf. seuil défini dans le tableau ci-dessus)	94,56
TCAP	Tarif par horaire de service et par accès supplémentaire (cf. seuil défini dans le tableau ci-dessus)	6 757,91
ARTIC	Tarif par horaire de service et par accès supplémentaire (cf. seuil défini dans le tableau ci-dessus)	1 565,19
DINAMIC	Tarif par horaire de service et par accès supplémentaire (cf. seuil défini dans le tableau ci-dessus)	1 372,24
Gaïascope - service de base	Tarif par horaire de service et par accès supplémentaire (cf. seuil défini dans le tableau ci-dessus)	1 921,29
Gaïascope - module complémentaire	Tarif par horaire de service et par accès (en sus du service de base)	619,81
Gaïascope Mobile	Tarif par horaire de service et par accès	48,53
DELTA	Tarif par horaire de service et par accès supplémentaire (cf. seuil défini dans le tableau ci-dessus)	279,13
Coeur Incident Ferroviaire (Durandal 2) - profil abonné/contributeur	Tarif par horaire de service et par accès supplémentaire (cf. seuil défini dans le tableau ci-dessus*)	138,38
Coeur Incident Ferroviaire (Durandal 2) - profil visiteur	Tarif par horaire de service et par accès supplémentaire (cf. seuil défini dans le tableau ci-dessus*)	15,00
GOST NG	Tarif par horaire de service et par accès supplémentaire (cf. seuil défini dans le tableau ci-dessus)	618,43
SIPH Consultation	Tarif par horaire de service et par accès supplémentaire (cf. seuil défini dans le tableau ci-dessus)	1 224,15
SIPH Etudes	Tarif par horaire de service et par accès (y compris coût d'acquisition de licence TPS)	13 687,30
Infra SIPH	Tarif par horaire de service et par accès	75 452,76
Observatoire de la régularité - service de base**	Tarif par horaire de service et par accès supplémentaire (cf. seuil défini dans le tableau ci-dessus)	131,19
Observatoire de la régularité - module complémentaire (reporting ad hoc)**	Tarif par horaire de service et par accès (en sus du service de base)	167,24
Open Gov Etudes	Tarif par horaire de service et par accès	5 000,00
Offre de service interactif régularité AOM***	Tarif par horaire de service et par accès	15 000,00
EPSICO	Mis à disposition gracieusement	Gratuit
Atlas Digital Travaux	Mis à disposition gracieusement	Gratuit
E-avis de passage	Mis à disposition gracieusement	Gratuit

\* Les profils abonnés/contributeurs à CIF sont comptés en priorité dans le calcul des accès intégrés dans les prestations minimales.

\*\*L'offre ORE est réservée aux Entreprises Ferroviaires

\*\*\*L'offre de service interactif régularité AOM est réservée aux AOM