

APPENDIX 3.4.2

MODEL OF THE SPECIAL CONTRACT CONDITIONS FOR THE USE OF SNCF RESEAU INFORMATION SYSTEMS FOR CAPACITY APPLICANTS

Timetable xx – Customer xx

Between

....., a company registered in the trade register of under the No. (SIREN No.....) whose registered head office is located at, represented by(*surname, first name, job title*),

hereinafter referred to as "the Client"

On the one hand,

and

SNCF RESEAU, Société Anonyme (SA), with share capital of €621,773,000, entered on the Bobigny Trade and Companies Register under no. B 412 280 737, with registered headquarters at 15--17 rue Jean-Philippe Rameau 93200 Saint-Denis, represented by(Surname/First name) Sales Director,

hereinafter referred to as "SNCF Réseau",

On the other hand,

hereinafter jointly referred to as the "Parties",

The parties have agreed to the following:

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Article 1. PURPOSE OF THE CONTRACT

Within the framework determined by the network reference document, the purpose of these special conditions of use is to define the technical and financial conditions and procedures for the Customer's use of the information systems (IS) services that SNCF Réseau has made available which are defined in the "All Services" section of the Customer Area. These special conditions are provided in support of the General Conditions of the Contract for the use of information systems and for the purpose of providing supplementary details.

Article 2. DURATION

The validity period of this contract extends to the 2026 timetable, except for the complete settlement of sums due by SNCF Réseau or the Customer.

It can not be tacitly renewed.

Article 3. INVOICING AND PAYMENT TERMS FOR AN IS SERVICE

Invoices are sent to the Customer at the following address:

(To complete)

The Customer pays SNCF Réseau invoices by bank transfer.

The SNCF Réseau bank details are:

Account holder: SNCF RÉSEAU péages
Address: PARIS OPERA
Bank code: 30003
Account number: 03620 00020216907
RIB: 50
IBAN: FR76 30003 03620 00020216907 50
BIC-SWIFT ADDRESS: SOGEFRPPHPO

The Customer's bank details are: *(to be completed)*

Account holder:
Domiciliation:
Bank code:
Account number:
RIB:
IBAN:
BIC-SWIFT ADDRESS:

Article 4. EMPLOYEES APPOINTED BY THE PARTIES

For the execution of the Contract:

- SNCF Réseau appoints the following person as contact for the Customer: *(name, job title, address, telephone/email)*.
- The Customer appoints the following contact person for SNCF Réseau: *(name, job title, address, telephone/email)*.

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

In addition, the Client designates its IS referent for SNCF Réseau as: *(to be completed)*

Surname/First name:
Address:
email :
Telephone:
And as Data Flow representative:

(to be completed)

Surname/First name:
Address:
Email:
Telephone:

If there are several IS referents, the Customer has will list them as an appendix to these special conditions of use.

The SNCF Réseau IS referent centralises, verifies and validates the Customer's requests related to IS services, except for technical and functional assistance requests that can be addressed by users directly to **supportclients.si@reseau.sncf.fr**. Notice of interruptions, whether programmed or not, are sent by SNCF Réseau. SNCF Réseau sends this information to the Customer by e-mail from supportclients.si@reseau.sncf.fr.

Customers wishing to interconnect with the SNCF Réseau IS may, if they wish, designate one (or more) "Data Flow Representative(s)" whose role will be to:

- The role of "**the Data Flow representative**" is to:
 - serve as the main point of contact for IT data flow matters
 - be responsible for managing customer subscriptions for data flow services (web services, TSI messages, etc.)

The appointment of a Data Flow representative (in addition to the IS representative) has no impact on the rights and duties of the IS representative, who remains the validator of all requests.

If necessary, the IS representative may appoint one or more Data Flow representatives.

In the event that the IS referent(s) designated in this article is/are modified during the timetable, the Customer shall inform SNCF Réseau by e-mail sent to **supportclients.si@reseau.sncf.fr**. This modification only becomes effective after SNCF Réseau confirmation of receipt by return mail.

Article 5. PERIODIC CONTRACT MONITORING

Meetings to monitor the execution of this contract are set up as follows:

5.1. Purpose of the meetings

The meetings for monitoring the execution of this contract are intended to:

- Verify that each Party respects their commitments,
- Ensure that IS services are in line with the changing needs of the Customer,
- Develop the contract accordingly.

5.2. Participants

The Parties designate the following participants:

SNCF RÉSEAU*	Customer*
Name and Position (<i>To be completed</i>)	Name and Position (<i>To be completed</i>)

* The composition of the meetings is provided as a guide and may be adapted according to the agenda.

5.3. Frequency

Meetings are held at the following frequency: (*To complete*).
The corresponding provisional timetable is available in the appendix.

5.4. Preparatory documents

In preparation for each meeting and no later than(5)five working days before the said meeting, the Parties undertake to transmit to the participants the items they wish to include in the agenda and, where appropriate, the documents that may serve as basis for discussions.

5.5. Official report

SNCF Réseau draws up the official report of the meeting and addresses it to the participants for validation.

Article 6. SCOPE OF THE MINIMUM IS SERVICES PROVIDED IN THE CONTEXT OF THE MINIMUM IS SERVICE (*)

The number of free IS accesses under the minimum services for the current timetable is proportional to the number of train-km travelled on that same timetable, in accordance with the terms set out in Appendix 5.3.

The train-km forecast for the current timetable is train-km.

OR

For Customers who have never operated services before, the first services planned by the customer are scheduled for timetable..... to the amount of ... train-km.

Adjustments may be made to increase or decrease to suit the actual traffic data in the event of a proven discrepancy at the end of the previous timetable.

() Delete the unnecessary paragraph*

Article 7. RECOURSE TO 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 8. SPECIFIC CONDITIONS

To be completed if necessary.

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

On

For SNCF RÉSEAU
Sales Director

On

For the Customer