

APPENDIX 3.4.2

TEMPLATE 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 RÉSEAU, 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:

CONTENTS

- ARTICLE 1. PURPOSE OF THE AGREEMENT 4
- ARTICLE 2. TERM 4
- ARTICLE 3. INVOICING AND PAYMENT TERMS FOR AN IS SERVICE 4
- ARTICLE 4. EMPLOYEES APPOINTED BY THE PARTIES..... 5
- ARTICLE 5. PERIODIC CONTRACT MONITORING 6
 - 5.1. Purpose of meetings..... 6
 - 5.2. Participants..... 6
 - 5.3. Frequency..... 7
 - 5.4. Preparatory documents..... 7
 - 5.5. Minutes..... 7
- ARTICLE 6. SCOPE OF THE MINIMUM IS SERVICES PROVIDED IN THE
CONTEXT OF THE MINIMUM IS SERVICE (*) 7
- RECOURSE TO A THIRD-PARTY AGENT..... 7
- ARTICLE 8. SPECIFIC CONDITIONS 8

ARTICLE 1. PURPOSE OF THE AGREEMENT

Within the framework determined by the network statement, the purpose of these special terms and 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. TERM

The validity period of this contract extends to the 2027 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 AND PURCHASE ORDER

- **Invoices should be sent to:**

<Client name / Accounts Payable Department>

<Accounts Payable address>

<Email / Tel>

<Accounts Payable company registration number/SIRET>

- **Digitisation of invoicing:**

SIRET : Routing code :	For Chorus Pro, please specify :
Purchase order required:: <input type="checkbox"/> No,	SIRET
<input type="checkbox"/> Yes*, please specify n°.....	Service code: Legal commitment number:
If you encounter any difficulties:	If you encounter any difficulties:
Accounts department email:	Accounts department email:
Invoices email – alternative contact:	Invoices email – alternative contact:

*The Customer undertakes to submit the purchase order as soon as the contract is signed. The Customer undertakes to provide all information necessary for electronic invoicing in accordance with the regulations in force and to notify the Supplier without delay of any change to the platform or receipt ID.

The railway undertaking shall settle invoices issued by SNCF Réseau in accordance with the terms set out in the Network Statement and the General Terms and Conditions.

On the date of payment, the railway undertaking shall send details of the payment to SNCF Réseau at the following email address: compta_clients@reseau.sncf.fr

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

ARTICLE 4. EMPLOYEES APPOINTED BY THE PARTIES

For the execution of the Contract:

- **SNCF Réseau appoints the following person as contact for the Customer:** *(to be completed)*
(name, job title, address, telephone/email).
- **The Customer appoints the following contact person for SNCF Réseau:** *(to be completed)*
(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 / Data Flow representative(s) designated in this article is/are modified, the Customer shall inform SNCF Réseau by e-mail 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 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 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. Minutes

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*

RECOURSE TO A THIRD-PARTY AGENT

The Customer may use the services of a third-party "agent" to manage the data flows from the IS systems covered by the Agreement.

To this end, a representation agreement signed in advance between the Customer and this third-party agent shall be communicated to SNCF Réseau and appended to the Agreement. This mandate agreement must certify that the third-party agent is authorised to act in the name of 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 shall be noted that the third-party agent shall undertake, for the performance of its duties, to comply with the provisions of the Agreement, including the general terms and conditions.

Where applicable, the IS covered by the Agreement shall remain contracted by the Customer and the charges associated with the use of data flows shall continue to be paid by the Customer.

It is expressly agreed that SNCF Réseau shall in no event be held liable for any breaches that may be committed by the third-party agent with regard to the obligations it has undertaken towards the Customer.

On the contrary, SNCF Réseau shall 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 expires or is expressly revoked and SNCF Réseau has been notified of this in advance by registered letter with acknowledgement of receipt.

ARTICLE 8. SPECIFIC CONDITIONS

To be completed if necessary.

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

On
For **SNCF RÉSEAU**
Sales Director

On
For the Customer