

Appendix 3.4.2

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

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 SA¹, entered on the Bobigny Trade and Companies Register under No. B 412 280 737, with registered headquarters at 15-17 rue Jean-Philippe Rameau, CS 80001, 93418 La Plaine Saint-Denis Cedex, represented by Arnaud SOHIER, 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:

¹ As of 1 January 2020, SNCF Réseau will become a public limited company with public capital. The Infrastructure Manager shall remain a public industrial and commercial undertaking during the 2020 timetable between 15 December 2019 (at 00:00) and 31 December 2019. This change of legal form does not affect in any way the provisions of these Special Terms and Conditions to the contract for the use of the infrastructure.

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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 IS services catalogue. 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 2020 timetable, except for the complete settlement of sums due by SNCF Réseau or the Customer.

It cannot 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 RESEAU péages
Domiciliation: PARIS OPERA
Bank code: 30003
Account number: 03620 00020216907
RIB: 50
IBAN: FR76 30003 03620 00020216907 50
BIC ADDRESS SWIFT: SOGEFRPPHPO

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

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

ARTICLE 4 – EMPLOYEES APPOINTED BY THE PARTIES

For the execution of the Contract:

- SNCF Réseau appoints the following person as contact for the Customer: Arnaud SOHIER, Sales Director, 174 avenue de France 75013 Paris, 01 53 94 34 35 / arnaud.sohier@reseau.sncf.fr.
- 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:

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.

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's 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 two 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 trains/km invoiced to the Customer from (*date*) to (*date*) is:
trains/km. This number makes it possible to determine, in application of the provisions of the Network Statement and the IS services catalogue and the IS training catalogue, the number of accesses and the maximum number of trainers who are likely to receive initial training provided by SNCF Réseau in the minimum IS service access offer.

ARTICLE 7 – SPECIFIC CONDITIONS

To be completed if necessary.

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

On

For SNCF RÉSEAU

Arnaud SOHIER
Group Business Development Director

On

For the Customer