

## **Appendix 3.4.1**

# **GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

## **FOR THE USE OF SNCF RESEAU**

## **INFORMATION SYSTEMS**

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# PREAMBLE

SNCF Réseau, hereinafter referred to as “SNCF Réseau”, is the railway infrastructure manager in accordance with the law.

In accordance with Article 13 of Directive 2012/34/EU of 21 November 2012 establishing a single European railway area, “*infrastructure managers shall provide all railway undertakings with the minimum services package, without discrimination*”, as set out in Annex II. This annex describes how one of the minimum services includes “[...] *any information necessary to enforce or operate the service for which the capacity has been granted* .”

Article 3-I of Decree 2003-194 on the use of the national rail network specifies that the minimum services include in particular “*(...) the transparent and non-discriminatory treatment of its requests for infrastructure capacity on sections of the national rail network, (...), regulation, traffic management, communication and the provision of information concerning the running of trains as well as any other information necessary for the implementation or operation of the service for which capacities have been allocated.*” Moreover, being one of the constituents of the railway system, the information necessary for the implementation or operation of the service must also satisfy the essential requirements described in Article 2.7 of Appendix III to Directive 57 of 17 June 2008 on the interoperability of the rail system within the Community, namely “*a minimum quality of service to passengers and customers in the freight sector*”.

As such, without being exhaustive, and in order to meet the requirements described in the aforementioned directive:

- the development of databases, software and data communication protocols must ensure that the possibilities for exchanges between different information system services and between different operators are maximised, excluding confidential commercial data,
- the information must be easily accessible to users,
- the methods of use, management, updating and maintenance of these databases, software and data communication protocols must guarantee the efficiency of these systems and the quality of service,
- adequate levels of integrity and reliability must be guaranteed for the storage or transmission of security related information.

There are currently two types of SNCF Réseau Information System Services:

- Information System Services developed by SNCF Réseau ;
- and Information System Services initially developed by SNCF's Infrastructure division (as it existed before the 1st of January 2015), an historic railway undertaking in a single-user context. In most cases, these Information System Services are required to evolve so that they meet the requirements related to the opening of the network, but also to this network's changing operating conditions. In the short term, they are available as is, with a degree of reliability and completeness that is directly related to the context in which they were created.

Faced with these developments, SNCF Réseau is working:

- to provide a structured and comprehensive response to information systems services,
- and, in parallel, to develop its information systems with the aim of making them generally compliant with the legal and regulatory requirements and especially compatible with the provisions of the "Technical specifications for interoperability relating to telematic applications".

The complete Information System (IS) has not yet been designed in a logic of openness vis-a-vis all SNCF Réseau customers. As a result, for certain Information Systems SNCF Réseau does not meet the IS partitioning requirements which are required for data confidentiality. This non-compliance was accepted by the railway undertakings (RUs) and other applicants in return for rapid provision.

**Having said this, it was agreed that:**

## **ARTICLE 1 – DEFINITIONS**

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

- **Information System Service “IS service”**: refers to any computing support which SNCF Réseau employs to provide information to Customers; it can be via an application or a data stream.

- **Minimum IS service**: the IS service is said to be minimal when the information it provides is strictly necessary for the Customer's activity. The provision of a minimum IS service includes the provision of basic services under the conditions defined in article 5.1.5. If necessary, the Customer may request additional IS services. For each of the IS services in the IS services catalogue, the minimal or non-minimal nature of the IS is specified based on the Customer's capacity.

- **Complementary IS service**: an IS service is said to be complementary when the information it provides is not strictly necessary for the Customer's activity. The provision of a complementary IS service includes the provision of basic services under the conditions defined in article 5.2.

- **IS services**: services related to IS services may include:

- IS service access (or logins);
- training;
- general documentation associated with the use of the IS service in question, notably including the list of functionalities and an explanation of the reference tables ;
- a support, primarily technical, dedicated to resolving the difficulties related to the use of the IS services.

- **Customer**: any railway undertaking holding access rights to the national rail network or other candidate who effectively presents infrastructure and/or train path capacity applications.

- **User**: refers to a natural person, authorised by the Customer, who holds an access code to an IS service.

## **ARTICLE 2 – PURPOSE**

Within the framework defined by the network's reference document in accordance with the European and national official texts, these General Terms of Use set out the general conditions, particularly administrative and financial, for the use of the IS services as they are described in the IS services catalogue in force and that SNCF Réseau makes available to their Clients on the Customers & Partners portal of the [sncf-reseau.fr](http://sncf-reseau.fr) website.

These provisions are supplemented by the provisions of the other documents constituting the contract for the use of information systems (hereinafter "the Contract").

## **ARTICLE 3 – ENFORCEABILITY OF THE CONTRACT FOR INFORMATION SYSTEM USE**

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

## **ARTICLE 4 – CONTRACTUAL DOCUMENTS**

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

- Order forms;
- Special conditions (IS SC);
- IS services catalogue;
- IS training catalogue;
- These General Terms and Conditions (IS GTC);

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 – SERVICES INCLUDED IN THE PROVISION OF IS SERVICES**

### **5.1 Services associated with minimal IS service provision**

5.1.1 SNCF Réseau associates the following IS services with the provision of a minimum IS service:

- A defined number of logins (or thresholds); these thresholds having been established by SNCF Réseau based on the volumes of trains-km invoiced by way of traffic charge on the previous timetable. However, in order to take into account the health crisis, the billed train-km taken into account will be those of the 2019 timetable if they are more favorable to the Customer. For Customers without any traffic on the previous timetable (new arrivals, restarting activities, etc.) in accordance with the forecasts of traffic in trains-km, with an upwards or downwards adjustment according to real traffic data in the event of a discrepancy.

The different threshold levels applied to each minimum IS service are given in Annex 5.3 of the network reference document (hereafter "Network Statement").

- An initial training course, when envisaged by SNCF Réseau, ensuring the correct handling of the tool which specifies how to use the features/a presentation of the data flow ensuring the capacity to capture data on a platform or the integration of the flow. This training is intended for a maximum number (threshold) of Customer instructors. The maximum number of authorised instructors is set as a percentage of the access logins threshold. It is indicated for each minimal IS service in Annex 5.3 of the Network Statement.

The initial training is renewed under the same conditions if SNCF Réseau considers that the minimal IS service has changed significantly, meaning that a user who has mastered the previous version and who has the relevant documentation can not handle the new version of the service.

- Documentation that includes at least a user manual, a functional description or training material. The documentation pertaining to each minimal IS service is available on the Customers & Partners portal of the [sncf-reseau.com](http://sncf-reseau.com) website.
- Access to the dedicated support service by phone: 09 72 72 27 or by e-mail to [supportclients.si@reseau.sncf.fr](mailto:supportclients.si@reseau.sncf.fr). This service is available Monday to Friday (excluding public holidays) from 7.30 a.m. to 7 p.m., except for IS DSDM and DINAMIC, where the service operates 24 hours a day, 7 days a week.

5.1.2 In addition to the services listed above (basic services or minimum services), the Customer may request SNCF Réseau to provide additional IS services in accordance with the conditions, including rates, set out in Appendix 5.3 of the Network Statement.

All requests for services are made under the conditions set out in article 10 below.

## 5.2 Services associated with complementary IS service provision

Any request for login or training related to a complementary IS service will be ordered under the conditions set out in Article 10 below.

SNCF Réseau associates the following IS services with the provision of a complementary IS service, or when a first login is ordered:

- documentation that includes at least a user manual, a functional description or training material. The documentation pertaining to each complementary IS service is available on the Customers & Partners portal of the [sncf-reseau.fr](http://sncf-reseau.fr) website;
- access to the dedicated support service by phone: 09 72 72 27 29 or by e-mail to [supportclients.si@reseau.sncf.fr](mailto:supportclients.si@reseau.sncf.fr). This service is available Monday to Friday (excluding public holidays) from 7.30 a.m. to 7 p.m., except for IS DSDM and DINAMIC, where the service operates 24 hours a day, 7 days a week.

## ARTICLE 6 – PRICING OF IS SERVICES

### 6.1 For each minimal IS service:

- the basic services SNCF Réseau provides to the Customer are included in the minimal services as defined in Article 3.1 of Decree 2003-194 ;
- all other services, including services that are requested beyond the basic services, are individually priced according to the rates indicated in Annex 5.3 of the Network Statement.

**6.2 For any additional IS service**, each IS service is individually priced according to the rates indicated in Appendix 5.3 of the Network Statement.

## **ARTICLE 7 – IS SERVICE QUALITY COMMITMENTS**

### **7.1 Obligations of SNCF Réseau**

SNCF Réseau defines and undertakes to respect the quality of service levels described for each service in the catalogue of services, based on the following indicators:

- Service availability rate
- Number of interruptions per month
- Maximum duration of an interruption for one month
- Cumulative duration of interruptions for one month
- Minimum period of notice to users for a scheduled interruption
- Upstream data availability rate (if applicable)

### **7.2 Service quality tracking tool**

The indicators listed above are communicated to the Customer monthly in the form of a service quality dashboard ("IS services weather report"), details of the previous month being sent by email before the 20th of each month.

Service quality is measured by indicators and the combination of all indicators. It is determined according to the number of indicators that have not been respected:

- "sun": all the indicators have been respected;
- "cloud": only one of the indicators was not respected;
- "rain": two indicators were not respected;
- "storm": three or more indicators were not respected.

### **7.3 Compensatory consequences of failure to meet service quality obligations**

Only the "rain" or "storm" service quality levels that are measured over a given month may result in the payment of penalties by SNCF RESEAU, based on the terms and conditions described below.

#### **7.3.1 Penalty calculation terms**

SNCF RESEAU pays the Customer fixed, definitive and non-cumulative penalties, according to the following calculation methods:

- ✓ in the event of "rain" over a given month, the applied penalty rate is 5% of the monthly amount of the chargeable IS fee (additional service) on the relevant IS service;
- ✓ in the event of a "storm" over a given month, the applied penalty rate is 10% of the monthly amount of the chargeable IS fee (additional service) on the relevant service.

The amount of the penalties paid by SNCF Réseau under this contract is limited to 5% of the annual amount of IS fees billed to the Customer over the duration of the related service schedule.

### 7.3.2 Penalty payment terms

The amount of the possible penalties is established monthly on the basis of the aforementioned dashboard, and is paid in Y+1 of the calendar year.

Payment by SNCF Réseau of any penalties is dependent on the Customer sending an invoice to the following address: SNCF RESEAU **TSA 80813 - 69908 LYON CEDEX 20**.

This invoice must show the total amount of annual compensation due that SNCF Réseau communicates to the Customer in April Y+1 concurrently with the invoice for IS access.

Penalties are not subject to VAT.

### 7.4 Exceptions to the obligations

SNCF NETWORK will not be held liable for the payment of penalties when the failure to meet service quality obligations is the result of cases of force majeure, fortuitous events and/or failures due to third parties and/or failures due to the Customer.

## ARTICLE 8 – MODIFICATION OF THE SCOPE OF IS SERVICES

In the event that the scope of the IS services is modified, any modification resulting in a change of financial conditions will be the subject of an amendment to this Contract.

## ARTICLE 9 – ADDITION, MODIFICATION, OR CANCELLATIONION OF IS SERVICES

In order to improve the quality of the services to the Customer, the IS services, as defined in the IS services catalogue, are modified by SNCF Réseau based on the developments of these IS services and the new possibilities of provision, and this:

- either by providing additional IS services,
- by providing alternative IS services once new IS services have been developed,
- by the disappearance of IS services that have become obsolete, without the need for an identical replacement,
- or by technical or functional evolutions of the IS services that are already deployed.

Any modifications made to the IS services catalogue must be communicated at the *minimum* to the Customer via the Customers & Partners portal of the [sncf-reseau.fr](http://sncf-reseau.fr) site as well as via an email sent to users and through the SNCF Réseau newsletter sent to IS referents.

The Customer will be informed in compliance with a minimum period of notice, specified below, except in cases of urgency which are particularly related to a change in regulations or an injunction from the regulator that does not allow these deadlines to be met.

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 disappearance of an IS service that affects the Customer's IS (modification of an interface, cancellationion of an IS service); a consultation with the Clients 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 (before modification or cancellationion).



- A minimum of three months before the planned modification date in the case of scheduled IS service modifications affecting the use of the service (modifications of existing screens, navigation in the application, etc.).

However, there is no minimum notice in the case of scheduled changes to IS services that have no impact on the existing one (addition of a service, modification of the graphic charter).

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

## **ARTICLE 10 – TERMS OF SUBSCRIPTION/TERMINATION OF AN IS SERVICE**

### **10.1 Conditions of access to IS services**

The IS services and their related documentation are available on the internet from the Customers & Partners portal of the [sncf-reseau.fr](http://sncf-reseau.fr) website which is accessible via an identifier and a password.

Any request for access to the Customers & Partners portal of the [sncf-reseau.fr](http://sncf-reseau.fr) website should be sent by e-mail to [supportclients.si@reseau.sncf.fr](mailto:supportclients.si@reseau.sncf.fr).

### **10.2 Terms of subscription to IS services**

#### **10.2.1 Login request**

Any request for access (login) to an IS service is sent to [supportclients.si@reseau.sncf.fr](mailto:supportclients.si@reseau.sncf.fr) by the Customer's IS referent(s) designated in the special conditions using a form that is equivalent to an order form (model available on the Customers & Partners portal of the [sncf-reseau.fr](http://sncf-reseau.fr) site).

The request is only recorded and processed by SNCF Réseau after receipt of the duly completed order form.

SNCF Réseau then communicates the login (identifier and password) to the IS referent as well as to the User and provides, if necessary, the hardware that is required for the connection in application of the specific conditions detailed in the IS services catalogue.

Apart from the IS services where a unique login is provided temporarily by the Customer, the logins are provided by the User; they are personal and, as such, can not be shared or loaned under any circumstances.

As a result, the Customer is uniquely responsibility vis-a-vis SNCF Réseau for their attribution and their use by the User.

#### **10.2.2 Training request**

The ways and means of requesting training are defined in the IS training catalogue, available on the Customers & Partners portal of the [sncf-reseau.fr](http://sncf-reseau.fr) website.

### **10.3 Conditions of access to IS services**

Any request to terminate an access (login) is sent by e-mail to [supportclients.si@reseau.sncf.fr](mailto:supportclients.si@reseau.sncf.fr) via the Customer's IS referent.

The access deletion periods are effective from the date the request is received by [supportclients.si@reseau.sncf.fr](mailto:supportclients.si@reseau.sncf.fr) and are indicated, for each IS service, in the conditions specified in the IS services catalogue.

## **ARTICLE 11 – INVOICING AND PAYMENT TERMS FOR AN IS SERVICE**

Invoices drawn up by SNCF Réseau must be paid in euros by the Customer no later than the due date indicated on the invoice, i.e. 40 days after the invoice's date of issue.

The Customer's invoices are paid by bank transfer.

The Customer may contest invoices issued by SNCF Réseau within one year of their due date by e-mail, in accordance with the procedure described in Appendix 3.5 of the network reference document.

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

### **11.1 Access (logins)**

Invoicing is issued annually in arrears (in April Y+1).

As the rates are fixed for a timetable period, the calculation of the cost of accesses created or cancelled during the timetable period is performed 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 Customer by email no later than the 20th of each month (except in August) with the number of accesses open to the IS services, per related IS service, in the preceding month. In the absence of a calculation established for the month of August, SNCF Réseau will retain the access numbers that are most favourable for the Customer, for each IS service, based on the statements from July and September.

Each statement may be challenged by the Customer within three calendar weeks from the date of receipt via the form made available for this purpose on the Customers & Partners portal of the [sncf-reseau.fr](http://sncf-reseau.fr) website.

The duly completed form, signed by the IS referent, is sent to [supportclients.si@reseau.sncf.fr](mailto:supportclients.si@reseau.sncf.fr).

A new statement of access numbers will be returned to the Customer, if necessary. In the absence of any objection from the Customer as described above, it will be deemed that the Customer has accepted the access statement.

This contest period does not replace the one year deadline for contesting invoices mentioned above and described in Appendix 3.5 of the network's reference document.

### **11.2 Training**

IS services training is invoiced on a regular basis dependent on the provided services, under the conditions defined in the IS training catalogue.

### **11.3 Late payment or non-payment**

If no payment has been effectuated within forty (40 days of the invoice's date of issue,

- the due amounts are increased as of right, and without the need for formal notice, late payment interest being equivalent to the interest rate of the main financing facility applied by the European Central Bank in force at the invoice's date of issue, plus ten percentage points, without being less than three times the legal interest rate. This penalty is calculated per late day from the due date until the actual payment date of the amounts due.
- the Customer will also pay SNCF Réseau a flat-rate compensation of 40 (forty) euros for recovery costs, in accordance with the provisions of Article D.441-5 of the Commercial Code introduced by Decree No. 2012- 1115 of 2 October 2012 fixing the amount of flat-rate compensation for recovery costs in commercial transactions provided for in Article L. 441-10 II of the Commercial Code.

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 Customer pays after the due date, late day penalties related to the difference between the aforementioned dates will not be applied.

In addition, SNCF Réseau may suspend the Customer's IS service access if there has been no response within 30 calendar days of the receipt of formal notice, as late-payment interest continues to accrue.

The Customer will continue to owe the full price of the suspended IS services.

SNCF Réseau will restore access to the IS service within 5 working days from the date the Customer pays all amounts due and the interest on late payments.

In the event of non-payment, the Contract is automatically terminated by SNCF Réseau 15 calendar days after the Customer's reception of a registered letter with acknowledgement of receipt.

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

#### **11.4 Adjustment if the Customer has not ordered train paths**

If there are no train path orders invoiced to the Customer on the timetable, the IS services (access, training) which the Customer has received can not be provided as minimum services and will be considered as complementary services which are invoiced in accordance with the rates indicated in annex 5.3 of the current network reference document.

### **ARTICLE 12 – TRANSFERRED RIGHTS**

SNCF Réseau guarantees the Customer's quiet enjoyment of use when accessing the IS services in accordance with this Contract.

The provision of IS services does not confer any right of ownership over them or the data they contain.

SNCF Réseau grants the Customer a non-exclusive, personal and non-transferable right for their Users to use the IS services.

The Customer is authorised to consult, extract and reuse the data for professional use and for the exclusive requirements of their railway activities, in particular for fulfilling their obligation to inform their customers of transport services, including non-exhaustively, the transport

organisation authorities, any instructing party, the service providers and partners employed by the Customer to operate the transport services.

They undertake to guarantee the absolute confidentiality of the data which are not directly related to their own activity and to which they could have access.

Without prejudice to the foregoing provisions, the Customer shall not communicate any data to third parties regardless of the type of data and whether it is free of charge or commercial.

## **ARTICLE 13 – USE OF CUSTOMER LOGOS BY SNCF RÉSEAU**

In the context of SNCF Réseau's IS services' usage, the Customer 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 user pages of the IS service(s) used by them, following identification on the Customers and Partners Portal.

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

This concession is valid for the whole world and for the entire duration of this IS user 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 – ACCESS AND DATA SECURITY**

### **14.1 Security procedure**

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

SNCF Réseau is responsible for defining and implementing the security policy which is applicable for the IS service(s).

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

### **14.2 Liability**

Each Party is responsible for the security of the networks and infrastructures that it operates, as well as the flows conveyed from its infrastructure to the other Party.

As such:

- SNCF Réseau is responsible for defining and implementing the security policy which is applicable to the network and the platforms made available to the Customer ;
- The Customer is responsible for defining and implementing its own network and infrastructure security policy that it uses for connecting to the SNCF Réseau network.

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 service security, 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.

The Customer undertakes to guarantee an adequate level of security for equipment that its Users employ to access the IS services. SNCF Réseau can not be held responsible if the security of the Customer's infrastructures is compromised because equipment or software that was not provided by SNCF Réseau and which is required for using or operating the IS services is insufficiently secure.

If necessary, SNCF Réseau reserves the right to delete, without notice, any data deposited via the IS service or the service support infrastructure by a Customer User who contravenes this requirement.

### **14.3 IS Security Referent**

The Client's IS Security referent, hereinafter referred to as the security referent, is the SNCF Réseau's contact person for subjects related to the security of the IS services which are the subject of this contract. They represent the Customer for all security dealings with SNCF Réseau.

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

- Of IS services which are the subject of this contract ;
- Of SNCF Réseau or partner infrastructures that contribute to the delivery of these services ;
- Of the users of these services.

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

- Any existence of an account giving rise to an unjustifiable service ;
- Any vulnerability of the 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 service.

### **14.4 Equipment and infrastructure security**

SNCF Réseau guarantees the Customer:

- Secure access to subscribed IS services through the encryption of exchanges, in accordance with the engagements set out in the IS services catalogue ;
- 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.

## **14.5 Data quality**

SNCF Réseau will ensure that it implements all the technical intervention and assistance solutions that are available to it to guarantee the reliable operation of the IS services.

In return and on behalf of their Users, the Customer agrees to comply with the exchange and entry formats defined by SNCF Réseau. In particular, it strictly prohibits any entry of executable code in its forms.

SNCF Réseau can not be held liable if an IS service is disrupted as a result of an incorrect User entry.

## **ARTICLE 15 – RESPONSIBILITY OF SNCF RÉSEAU**

It is expressly agreed between the Parties that the quality of the data 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 will ensure that it implements all the technical intervention and assistance solutions that are available to it to guarantee the reliable operation of the IS services.

SNCF Réseau is not responsible for failures resulting from force majeure, fortuitous events and/or failures due to third parties and/or failures due to Users.

Moreover, SNCF Réseau is in no way responsible for elements outside the IS services which are used to consult and/or extract the data, even if it 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.

## **ARTICLE 16 – CUSTOMER RESPONSIBILITY**

The Customer ensures that it will use the IS services made available to it in accordance with the provisions of this Contract.

They are responsible for correctly retranscribing to Users the information provided in the different IS service training sessions provided by SNCF Réseau under this contract.

The Customer is not responsible for failures resulting from force majeure, fortuitous events and/or failures due to third parties and/or failures due to SNCF Réseau and its service providers.

The Customer is solely responsible for the interpretation and use of information and data from the IS services that have been made available.

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

The customer undertakes to notify SNCF RESEAU of any account the existence of which is no longer justified. SNCF Réseau shall close such accounts as soon as possible.

## **ARTICLE 17 – PROTECTION OF PERSONAL DATA**

### **17.1 Personal data processed by SNCF Réseau**

Within the context of the provision of IS services, SNCF Réseau is required to carry out processing, especially the collection, hosting and storage, of personal data of the Customer's Users, i.e., in particular, identification data (forename, surname), e-mail addresses and login data.

As data controller, SNCF Réseau commits to comply with the provisions of law No. 78-17 of 6 January 1978 and with regulation 2016/679 of the European Parliament and Council dated 27 April 2016 (GDPR), on the protection of personal data.

The purpose of this processing is to manage Users' access to their accounts on the IS concerned for the exercising of their missions (verification of authorisation, authentication, logins).

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

Users have a right of access, right to rectification and right to erasure of the personal data that concern them, subject to certain conditions, as well as a right to object, on legitimate grounds, to the processing of such 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](mailto:dpo@reseau.sncf.fr)

The User also has the right to contact CNIL to submit a complaint (French National Information Technology and Civil Liberties Commission).

### **17.2 Personal data processed by the Customer after their sending by SNCF Réseau**

In order to use the IS, SNCF Réseau is likely to send personal data to the Customer on the latter's request, especially those pertaining to its Users.

The same also applies, in particular, in the event of communication to the Customer of the login data of Users, to enable the former to organise the management and monitoring of accounts and authorisations.

Any Customer who receives personal data communicated by SNCF Réseau, if conducting further processing of such data, undertakes, as the data controller, from the sending of such data, to adhere to the aforementioned provisions of law no. 78-17 of 06 January 1978 and Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (DGPR), and not to carry out any processing that is incompatible with the initial purpose.

#### **ARTICLE 18 – DISPUTE RESOLUTION/APPLICABLE LAW**

Any dispute between the Parties due to the Contract or within its context, in particular regarding its interpretation, execution, non-performance or termination, and which can not be resolved amicably within a period of three (3) months from its occurrence will be subject to the jurisdiction of the Courts of Paris. These General Terms and Conditions are governed by French law.

#### **ARTICLE 19 – COMPREHENSIVENESS**

The provisions of the Contract express the entirety of the agreement between the Parties and establish the rights and obligations of each Party under the Contract. It takes precedence over all written or verbal agreements, all correspondence or proposals, as well as any other provision contained in documents that may have been previously exchanged between the Parties related to the purpose of the Contract.

#### **ARTICLE 20 – NON-WAIVER**

Any failure by either Party to enforce the other Party's strict performance of any provision of this Contract, at any time, will in no case constitute a waiver of its right to subsequently enforce this provision.

#### **ARTICLE 21 – INVALIDITY**

If one or more of the Contract's stipulations are held to be invalid or declared as such pursuant to a law, a regulation, or following a decision that has become final pronounced by a competent court, the other stipulations will retain all their strength and enforceability unless they cannot be dissociated.