

1. DEFINITIONS

For the purposes of these special terms and conditions (the "Special Terms and Conditions"), the words with initial capitals should be understood as defined below or, failing this, as defined in the General Terms and Conditions:

"Inventory": the list of Assets subject to Maintenance Services. The Inventory is located in the Annex to the Contract. It identifies each Asset, its place of installation, the SLA that applies to it, and the dates during which the Maintenance Service applies to it.

"Asset(s)": all tangible assets, whether or not sold by POST Telecom, listed in the Contract to be the subject of the Maintenance Service.

"Maintenance Services": any POST Telecom service described in the Contract, which may include, where applicable, maintenance, repair or parts exchange services as well as labour, including travel costs.

2. SCOPE AND CONCLUSION OF THE CONTRACT

2.1. These Special Terms and Conditions apply to any Contract as duly notified to the Customer.

2.2. POST Telecom undertakes to provide the Customer, who accepts, with the Maintenance Services necessary for the proper functioning of the Assets listed in the Inventory to the Contract, in accordance with the terms and conditions described in the Contract.

2.3. Unless otherwise stated in the Contract, the Maintenance Service applies exclusively to:
- the physical part of the Assets.
- factory-loaded software that is an integral part of the Assets.

2.4. The services offered under the Contract will apply alongside the manufacturer's warranty and are not intended to modify or replace it.

2.5. Any intervention by POST Telecom staff in respect of software applications or operating systems, including for upgrades, will be invoiced to the Customer at the current POST Telecom tariff and according to the conditions in force, except in the case of Maintenance Services performed on these upgrades.

2.6. If the Customer wishes the Maintenance Services to relate to some or all Assets that are not provided by POST Telecom, these Assets may, at the request of POST Telecom, be subject to a thorough technical inspection by POST Telecom or a third party chosen by POST Telecom, at the Customer's expense. Following this technical inspection, POST Telecom shall, at its own discretion, determine (i) whether the Assets concerned may be covered by the Maintenance Services, (ii) the specific terms and conditions that may be applicable to them, and (iii) if applicable, whether these Assets should be upgraded to compliance. Such compliance upgrades shall be performed by the Customer at his/her own cost and under his/her own responsibility. These Assets will only be covered by the Maintenance Service when they have duly been upgraded to compliance by an industry professional and after express validation by POST Telecom.

2.7. The Customer declares that at the time of signing the Maintenance Services Contract, the Assets are strictly compliant with their original specifications as published by the manufacturers. POST Telecom may request that any items that are not an integral part of the Assets as delivered by the manufacturer be disassembled or disconnected by the Customer, at his/her own cost and under his/her own responsibility, prior to any intervention by POST Telecom Staff.

2.8. This clause applies in particular but not exclusively to extensions not included in the manufacturer's compatibility list for the relevant Assets.

2.9. As of the date on which the Maintenance Services Contract becomes effective, if a third party company works on the Assets, following which the Assets are no longer functional, the present guarantees for Maintenance Services will no longer apply and POST Telecom may not be held liable under the Contract.

3. PRICE

3.1. The price to be paid for the Maintenance Services is specified in the Contract or in the event of changes to the Assets covered by the Maintenance Service, if applicable, in the corresponding amendments. However, any POST Telecom interventions under the Contract that have been made necessary by the fault or negligence of the Customer may be invoiced separately by POST Telecom.

3.2. The prices indicated do not include additional costs incurred on behalf of the Customer, such as transport and accommodation costs in the case of travel abroad or to a place other than that stated in the Contract.

3.3. Unless otherwise specified in the Contract, invoices for Maintenance Services are payable within thirty (30) days of their transmission to the Customer, to one of the POST Telecom accounts stated on the invoices.

3.4. The Price of the Maintenance Services is based on the sliding scale wage index. The sliding scale wage index used as a reference for the Contract will be the one in force at the time of its signature. The Price of the Maintenance Services will be increased by 2.5% for each change in the sliding scale wage index. The price increase will take effect in the month of application of the new sliding scale wage index, for the duration of the Contract.

4. PLACE OF PERFORMANCE

4.1. The Maintenance Services provided to the Customer are carried out under the responsibility of the Customer's IT department at the Customer's premises or, if the nature of the service so dictates, at POST Telecom's premises or, where applicable, at any other location mentioned specifically for this purpose in the Contract.

4.2. The Price is only valid for the locations listed above. If the Maintenance Services have to be performed in other locations, POST Telecom will have the option of revising the Price unilaterally, taking these new details into account.

5. ADDITIONAL SERVICES

If the Customer wishes POST Telecom to provide maintenance services not included in the Contract, the Customer may submit a written request to POST Telecom to this effect. POST Telecom and the Customer undertake to negotiate the scope of new services and the applicable terms in good faith and to include them in the Contract by way of an amendment.

6. CHANGES TO THE INVENTORY

If the Customer wishes POST Telecom to provide Maintenance Services in respect of Assets that are not included in the Inventory, the Customer should submit a written request to POST Telecom to this effect. Subject to the provisions of Article 2.5, POST Telecom will provide the Customer with an offer, including the tariff and the terms and conditions applicable to the Assets concerned. Acceptance of the offer by the Customer will allow POST Telecom to proceed to add them to the Inventory by way of an amendment to the Contract.

6.1. If there is a minimum commitment period associated with the service provided under the Maintenance Services for certain specific Assets, the Customer may terminate said service for these Assets free of charge at the end of the commitment period, by giving POST Telecom three (3) months' written notice of this intention.

7. CONSIGNMENT OF SPARE PARTS

7.1. In the event that POST Telecom provides the Customer with spare parts on its site, these parts shall remain the property of POST Telecom.

7.2. The Customer shall cover the purchase value of the parts against any damage resulting from loss, theft or fire and expressly agrees to pay the cost of replacing the parts. POST Telecom will inform the Customer of the purchase value of the parts in separate correspondence.

7.3. An inventory of spare parts will be taken by POST Telecom staff at the end of each financial year. The Customer will grant POST Telecom Staff full access to carry out their duties. POST Telecom will inform the Customer of the inventory at least one week in advance.

8. CUSTOMER OBLIGATIONS

For the purpose of performing the Maintenance Services, the Customer undertakes to inform POST Telecom about the IT environment of the Assets and to provide POST Telecom with any document or information concerning the configuration and settings of the Assets, or any other information that POST Telecom deems useful for correct performance of the Contract.

9. EXCLUSIONS

9.1. The Maintenance Service exclusively covers those Assets listed in the Inventory and excludes the following:

- diagnosis and repair in respect of damage to or failure of the Assets resulting from travel, accident, disaster or negligence not attributable to POST Telecom; abnormal use, unauthorised access to the Assets or break-ins and attempted break-ins to the Assets;

- the consequences of even temporary failure to comply with the conditions relating to installation, environment and usage, lightning protection, the rules for use of the Assets, electricity usage, or computer supplies or media that do not meet the standards prescribed by the manufacturer of the Assets;

- work undertaken on Assets by the Customer or by a third party other than POST Telecom, whether or not authorised by the manufacturer;

- diagnosis and/or troubleshooting or repair resulting from the addition of a product not sold or authorised by POST Telecom and/or the manufacturer of the Assets;

- location and diagnosis of any failure, malfunction, incompatibility, interoperability or performance problem concerning the Assets, where the Assets are used in a local area network (LAN) or a wide area network (WAN) not managed by POST Telecom and/or under the responsibility and management of the Customer and/or external to the Assets and the failure relates to this network;

- location and diagnosis of interoperability, incompatibility and performance issues relating to the incorrect installation of software applications and/or the operating system of the Assets (Windows, Unix, Linux);

- unless otherwise stated in the Contract, the costs of installing and configuring software, operating system and subsystem updates, even if these are provided free of charge by the manufacturer or publisher (unless related to the resolution of an incident);

- delivery or exchange of accessories or consumable supplies including but not limited to toner cartridges and maintenance kits for laser printers, ink ribbons, ink cartridges, and printer heads, removable disks, connecting cables, batteries and storage batteries.

9.2. If POST Telecom is unable to obtain spare parts, repair materials or technical support from Manufacturers, including hotline support, or if POST Telecom no longer has staff trained to repair these Assets, POST Telecom may terminate the Contract by giving three (3) months' notice of this intention by registered letter.

9.3. The Maintenance Service does not cover the uninterrupted operation of Assets, options or peripheral devices that are interconnected either directly or via a local area or wide area network. POST Telecom's sole obligation under this guarantee will be to correct the malfunction by repairing or replacing, at its sole discretion, any defective part.

The present document is a free translation in English language of the French version of POST Telecom's "Conditions Particulières de vente – services de maintenance" for customer information only. In case of any discrepancy or contradiction between those two documents, the provisions of the French version shall prevail.