

3. General conditions governing IT services and support

3.1 General

The provisions relating to services ordered by the Client govern services such as consultancy, the configuration and installation of hardware and software, maintenance of the network structure and user support.

3.2 Provision of services

Cyber Network SA will fulfil its contractual obligations professionally and diligently, as defined in the offer or agreements concluded in writing. Cyber Network SA is free to choose the employee that provides the services, but will make an effort to take into consideration the particular desires of the Client.

3.3 Cyber Network SA working hours

As a general rule, the services of Cyber Network SA are provided on working days, from Monday to Friday, from 08h00 to 12h00 and from 13h30 to 18h00. Services provided outside these hours, as well as during weekends and official public holidays, must be authorised and a supplement will be invoiced.

When providing services, the travel time between our offices and the site of the intervention will be considered as working time and will be invoiced.

3.4 Intervention delays

Only delays confirmed in writing are authentic. Cyber Network SA shall assume responsibility for delays solely if they are caused by it and they constitute serious negligence on its part. Unforeseen events and cases of force majeure shall release Cyber Network SA from continuing with execution of the contract for the duration of the interruption and according to their repercussions.

3.5 Price, price changes and payment conditions

Unless otherwise agreed, the services provided by Cyber Network SA shall be invoiced periodically according to its tariffs. If a fixed-price payment is agreed, this shall cover the costs associated with the provision of the services defined in the offer or agreed in writing and payment of the fixed sum is due, unless otherwise agreed, on signature of the contract.

Expenses incurred in relation to the order, in particular travel and accommodation costs, shall be paid by the Client and are invoiced at cost based on supporting documents.

3.6 Acceptance and notification of faults

In principle the services are deemed to have been provided and delivered by transfer of the result of the work to the Client. The Client is required to take delivery of all services provided by Cyber Network SA immediately after they have been provided and to check that there are no defects. All defects must be notified in writing as soon as they are discovered by the Client.

The implementation of production IT systems in all cases forms part of the acceptance of the part put into production, without the need for an acceptance report. If the Client fails to carry out an acceptance check for reasons outside of the control of Cyber Network SA, the service provided is deemed to be accepted after a period of 15 days as from provision of the service.

3.7 Warranty

Cyber Network SA guarantees that the services provided in order to obtain a result reflects the specifications agreed with the Client. However, Cyber Network SA cannot guarantee that the IT system will operate without interruption and without defects. The guarantee is for one month as from the day following acceptance.

Any claim made under guarantee that goes beyond the right to repairing defects or the right of termination is totally and expressly excluded. The Client has sole responsibility for the choice and use of the products and services provided by Cyber Network SA, as well as the results that they achieve or do not achieve.

Cyber Network SA is free from any obligation of guarantee where the defects notified by the Client do not fall exclusively under its responsibility as defined, or where they result from third-party causes, such as handling errors or interventions by the Client or third parties, or result from unforeseen events or cases of force majeure.

If the guarantee conditions are not fully satisfied, Cyber Network SA has the right to invoice its services to the Client.

Entry into force on 1 April 2011