

## TERMS OF USE

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### CLAUSE 1 - DEFINITIONS

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Unless as otherwise indicated in these general conditions, the terms listed below are defined as follows for the purposes of this document:

- SUPPLIER: The company Egis Informatique, which produces, operates and markets the web-based project management platform, SGTi®.
- SUBSCRIBER: Any person or legal entity possessing an individual subscription to the SGTi® service
- LOGIN: Information pertaining to the Subscriber allowing for his/her e-authentication and guaranteeing control of access to the SGTi® service and to its functions (user name and password).

### CLAUSE 2 - PURPOSE

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The Supplier markets the web-based project management service SGTi®, the purpose of which is to make available to the stakeholders in a construction operation added value project management services (electronic management of technical documents/drawings, contract management, defect management, etc.). SGTi® manages data and document flows and ensures precision in and the tracking of interchanges in a secure, professional environment.

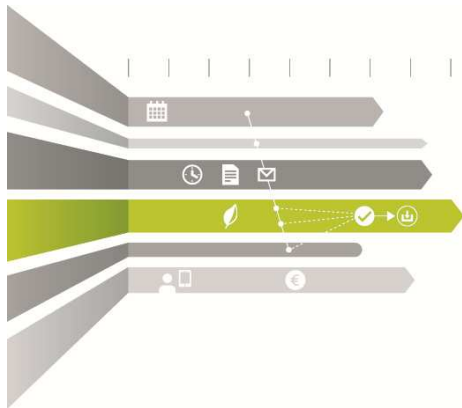
- SGTi® is a hosted application. It is accessed on the Internet either via a specific address or via the SGTi® website, [www.sgti4.fr](http://www.sgti4.fr). The Subscriber obtains the right to utilize the service by paying a monthly subscription fee defined in an individual subscription agreement.
- The Subscriber accepts these general conditions upon his/her signature of the individual subscription agreement.

### CLAUSE 3 - OBLIGATIONS

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#### 3.1. Subscriber's obligations

The Subscriber will:



## TERMS OF USE

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- Ensure that the computer equipment used to access the service is compatible with the following prerequisites: microcomputer of the PC type equipped with an Internet Explorer browser, Version 8 or higher, and an updated antivirus.
- Possess a high speed Internet access.
- Engage in training, if necessary, in how to use the SGTi<sup>®</sup> service, and know how to use the Internet.
- Prohibit the communication to any third entity, including to any companies tied to the Subscriber, of any element constituting the SGTi<sup>®</sup> service as well as any know-how related to it.

### 3.2. Supplier's obligations

The Supplier will:

- Make a helpdesk available to the Subscriber from 9:30am to 6:00pm Monday through Friday, which can be contacted by telephone or e-mail.
- Ensure that the SGTi<sup>®</sup> service is available from 6:00am to 8:00pm Monday through Friday.
- Prohibit the communication to any third entity, including to partner companies, of any element relating to the Subscriber's technical organization which the Supplier might have learned of within the scope of operating the SGTi<sup>®</sup> service.

## CLAUSE 4 - GUARANTEE AND MAINTENANCE

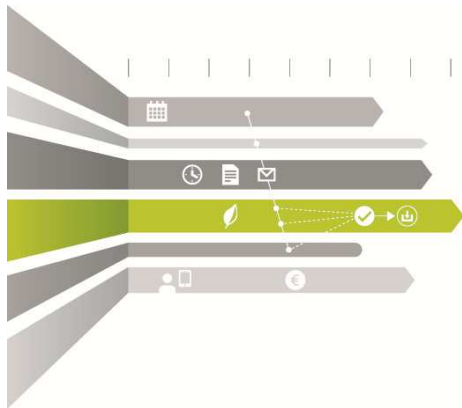
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- The Supplier will ensure maintenance of the SGTi<sup>®</sup> software throughout the entire duration of the agreement except in the event its operation is made impossible as the result of a force majeure or of any event beyond the Supplier's control, and on condition that the maintenance work required to ensure the effective operation and/or updating of the service and equipment are performed, without any right to compensation for the Subscriber.
- An on-site call of a Supplier's technician will be invoiced to the Subscriber.

## CLAUSE 5 - LIABILITIES

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- The Supplier will not in any event be held liable for any direct or indirect damages and/or for any related damages the origin of which is the subscription agreement or which is the consequence of said agreement or which is inherent in the utilization of the digital signature function.
- In the event SGTi<sup>®</sup> is accessed via a local area network, it is the Subscriber's responsibility to control any incidents occurring in his/her network during the transfer of a file via the http and https protocols.



## TERMS OF USE

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- In the event of a problem in connecting to or in using the service, the Supplier's liability will not be engaged if the Subscriber has installed an Internet browser that does not comply with the prerequisites of the SGTi<sup>®</sup> service.
- The Subscriber renounces the right to any indemnities or compensation other than the reimbursement of any payments already made or the non-payment for any part of the service for which a default or error identified can be imputed to the Supplier. In no event will the Supplier assume compensation for any damage whatsoever, whether tangible or intangible, direct or indirect, such as the loss of clientele, loss of business, damage to business operation, losses or profits or loss of data. It is further stipulated that:
  - The Subscriber is solely liable for any damage caused by him or by one of employees to the Supplier or to third parties as a result of the utilization of SGTi<sup>®</sup>.
  - The liability of the Supplier will not be engaged in the event of occurrences that are independent of his will and namely in the event of an interruption in the means of access, of a default in the receiving equipment or in the Subscriber's line and in the event of legal pursuit of the Subscriber relating to his utilization of SGTi<sup>®</sup>.
  - The Subscriber is solely liable for the Login(s) furnished by the Supplier. In consequence, any utilization of SGTi<sup>®</sup> (connection, data transmission and modification) will be deemed to have been effected by the Subscriber him/herself. This is the case in the event the Subscriber pre-records his/her Logins on his/her micro-computer(s). In, the event of the loss or theft of his Logins, the Subscriber must immediately inform the Supplier.
  - The Supplier cannot in any event be held liable for the reliability of data transmission, for the time required for access and for any possible access restrictions to the SGTi<sup>®</sup> service.
    - The viewing and deleting of data, if the Subscriber possesses the appropriate rights, are at his/her entire responsibility.

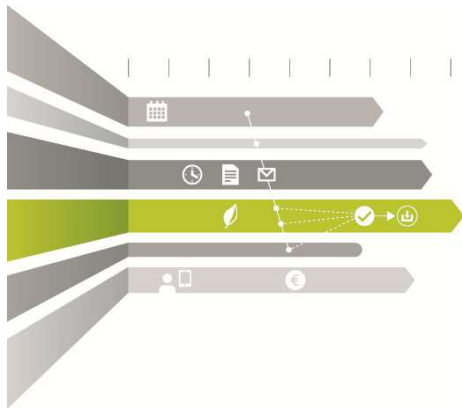
### **CLAUSE 6 - TERMINATION**

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- In the event of the total or partial non-execution by the Subscriber of one of his/her obligations, the Supplier reserves the right to suspend his services and to terminate by right the subscription agreement fifteen (15) days following notification by registered letter, which has remained without effect, and without the possibility of preventing the Supplier's decision to terminate subsequent to offers to pay or perform on the part of the Subscriber that are presented after the specified deadline.

### **CLAUSE 7 - FEES AND PAYMENT ARRANGEMENTS**

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## TERMS OF USE

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- The fees are those indicated in the SGTi<sup>®</sup> subscription agreement. All fees in the agreement are exclusive of taxes. Fees will be increased by all legally applicable rights, levies and taxes in force on the date the fees are due.
- In the event of a disagreement regarding part of an invoice, the Subscriber undertakes to pay without delay the part that is not contested and to indicate by writing to the Supplier within fifteen (15) days following receipt of the invoice, the reason for his contestation. Any payment by compensation is excluded unless expressly agreed upon between the two parties.

### **CLAUSE 8 - COMING INTO EFFECT OF SGTi<sup>®</sup> SUBSCRIPTION TERMINATION**

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- Following notification of the termination of the SGTi<sup>®</sup> subscription agreement by either of the parties, the Supplier will prohibit access to the SGTi<sup>®</sup> service on the date said termination comes into effect.

### **CLAUSE 9 - ATTRIBUTION OF CAPACITY**

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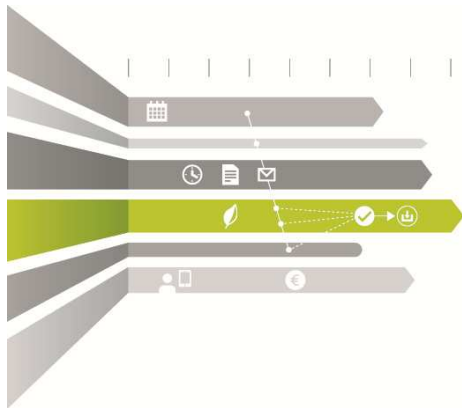
Any problems arising from the application of these general conditions will be submitted, in the absence of an amicable agreement come to between the parties, to the Paris courts, to which the parties attribute territorial capacity, regardless of where the services are being performed and the domiciliation of the defender. This clause of the attribution of capacity applies, by the express agreement of both parties, even in the event of a summary judgement.

### **CLAUSE 10 - RULES FOR INTERNET UTILIZATION**

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The Subscriber hereby declares that he/she accepts the features and limitations of the Internet and acknowledges in particular that:

- - he/she is familiar with the type of network which is the Internet and specifically with its technical performances and response times in regard to consulting, searching for or transferring data.
- - data may be governed by regulations regarding their utilization or may be protected by ownership rights. The Subscriber is solely liable in regard to respecting these rights in relation to the data he/she consults, searches for or transfers.



## TERMS OF USE

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- - it is the entire responsibility of the Subscriber to take all suitable measures to protect his/her data and software from contamination by any viruses.
- - any consultation or modification effected via the Subscriber's Login will be deemed to have been carried out by the Subscriber him/herself or his/her employees.

### **CLAUSE 11 - DATA INTERCHANGES VIA SGTi®**

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Data interchanged via SGTi® will take place in a data storage space provided by the Supplier, according to the following terms:

- The Supplier has in principle no control over the data interchanged via SGTi® and assumes no responsibility whatsoever in regard to their content.
- The Supplier ensures, on behalf of the project owner, his A & E design team and/or the prime contractor, management of the project directory and the parameterization of access rights to documents and to the functions of the service. For the Subscriber, access to the data stored in SGTi® is therefore limited by said rights, which the Subscriber acknowledges and accepts.

### **CLAUSE 12 - MODIFICATIONS**

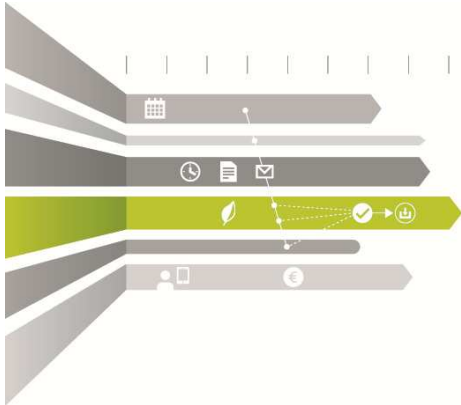
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- The general conditions defined online on the SGTi® website take precedence over these printed general conditions.
- The parties agree that the Supplier by rights may modify his service with the only further formality being to indicate said modifications in the general conditions posted online.
- In this event, the Subscriber may, under the provisions of Clause 6 of these general conditions, terminate the subscription agreement within a period of 30 days commencing on the date the modifications enter into force.

### **CLAUSE 13 - VARIOUS STIPULATIONS**

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- The Subscriber undertakes to inform the Supplier in writing of any modification concerning his/her situation in relation to his/her SGTi® subscription.
- The Subscriber's subscription agreement may not be totally or partially transferred by the Subscriber either at no charge or in return for payment.



## TERMS OF USE

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- If any of the stipulations of the subscription agreement are considered to be null and not applicable, said stipulation will be deemed to have not been written and will not lead to the nullification of any other stipulations.