



CONTRACTUAL DOCUMENT

General Terms and Conditions of Sale

Synost - Thomas Filip Locket El

 VERSION 1.0

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General Terms and Conditions of Sale

Version 1.0 - effective 28 August 2026

This English version is provided for convenience. The French version prevails in the event of any discrepancy (Article 28).

Article 1 - Provider identification

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Hereinafter “**Synost**” or the “**Provider**”.

Article 2 - Purpose and scope

2.1. These General Terms and Conditions of Sale (the “**GTC**”) constitute, pursuant to Article L441-1 of the French Commercial Code, the sole basis of the commercial relationship. They govern the provision by Synost of hosting, managed infrastructure, managed application and software development services (the “**Services**”).

2.2. These GTC apply **exclusively to business customers** (legal entities or natural persons acting for purposes relating to their professional activity, including associations and sole traders). They do not apply to consumers within the meaning of the French Consumer Code.

2.3. Placing an order implies unreserved acceptance of these GTC. The Customer’s own general purchasing conditions are not enforceable against Synost unless expressly accepted in writing beforehand.

Article 3 - Definitions

- **Customer:** the business signing the Quotation or the Specific Terms.
- **Quotation:** the priced commercial proposal issued by Synost.
- **Specific Terms:** the document, Quotation or annex setting out the scope, resources, prices, term and service level applicable to the Customer.
- **Environment:** the servers, networks, systems and applications placed under Synost’s operational responsibility under the Agreement.
- **Customer Content:** the data, files, databases, code and content stored or processed by the Customer in the Environment.
- **Business Hours:** Monday to Friday, 9:00 to 18:00 (Paris time), excluding French public holidays.
- **Agreement:** the set of documents listed in Article 4.

Article 4 - Contractual documents and order of precedence

4.1. The Agreement consists of the following documents, in decreasing order of precedence:

1. the Specific Terms or accepted Quotation;
2. the Data Processing Agreement (“**DPA**”);
3. these GTC;
4. any technical annexes.

4.2. In the event of any conflict, the higher-ranking document prevails, in respect of the conflicting clause only.

Article 5 - Formation of the Agreement

- 5.1. The Quotation is valid for **thirty (30) days** from its date of issue, unless stated otherwise.
- 5.2. The Agreement is formed on the earliest of: signature of the Quotation by the Customer, written acceptance of the Quotation, or payment of the first invoice.
- 5.3. Any change of scope requires an amendment or a new Quotation.

Article 6 - Services

- 6.1. The exact scope of the Services is set out in the Specific Terms. Synost is bound by a **best-efforts obligation** (*obligation de moyens*).
- 6.2. Unless expressly stated in the Specific Terms, the following fall outside scope and are charged on a time-and-materials basis at the applicable daily rate:
- development or modification of application features;
 - unplanned migrations, redesigns and architecture changes;
 - support to the Customer's end users;
 - work made necessary by an intervention of the Customer or a third party in the Environment;
 - remediation following a compromise attributable to the Customer under Article 10;
 - third-party licences, subscriptions and services, which remain the Customer's responsibility.

Article 7 - Term, renewal and termination

- 7.1. The initial term is set out in the Specific Terms. Failing that, the Agreement is entered into for one (1) month.
- 7.2. The Agreement **renews automatically** for successive periods of the same duration unless terminated by either party.
- 7.3. Termination is notified by registered letter with acknowledgement of receipt or by email with acknowledgement of receipt, subject to notice of:
- **thirty (30) days** for a monthly term;
 - **sixty (60) days** for an annual or longer term.
- 7.4. In the event of a material breach by either party, the other party may terminate the Agreement automatically thirty (30) days after a formal notice has remained without effect, without prejudice to damages.
- 7.5. Synost may terminate the Agreement without notice in the event of unlawful use of the Environment, persistent non-payment under Article 13.3, or any threat to the security of its infrastructure.
- 7.6. Termination gives rise to no refund of amounts already invoiced for the current period, except where termination results solely from Synost's breach.

Article 8 - Availability, support and interruptions

- 8.1. **Synost gives no service level commitment and guarantees no availability rate.** The Services are provided on the basis of the reasonable efforts made by Synost, in accordance with the best-efforts obligation set out in Article 6.1. No continuous availability and no availability percentage is promised to the Customer.
- 8.2. The applicable support level is set out in the Specific Terms, from among:

Level	Support	Incident handling
Best effort (<i>default level</i>)	Business Hours	As soon as reasonably practicable, no stated timeframe
Standard	Business Hours	Target handling within 4 business hours

8.3. Where the Specific Terms are silent, the **Best effort** level applies.

8.4. The timeframe stated for the Standard level is a **handling target**, not a contractual guaranteed response or resolution time. No guaranteed resolution time is granted unless expressly and numerically stated in the Specific Terms.

8.5. Synost may temporarily interrupt all or part of the Services for maintenance, updates, security or any other technical reason. Such interruptions form part of the normal operation of the Services and do not constitute a breach by Synost, provided they are notified under Article 8.7 or justified by a security emergency.

8.6. Synost is not accountable for unavailability resulting from: force majeure, an act of the Customer or a third party, the unavailability of upstream networks, services or infrastructure providers, a cyberattack, or a suspension provided for in the Agreement.

8.7. Planned maintenance is notified to the Customer three (3) business days in advance and takes place, where possible, between 22:00 and 06:00. Emergency maintenance justified by a security imperative may be carried out without notice; the Customer is informed as soon as practicable.

Article 9 - Maintenance and updates

9.1. Synost applies security patches and maintenance updates to the components under its responsibility, within a reasonable time in view of the criticality of the vulnerability.

9.2. Major version upgrades, changes liable to affect application behaviour, and updates to third-party components (plugins, themes, modules) are carried out only after written approval by the Customer, unless a different scope is set out in the Specific Terms.

9.3. Synost is not liable for malfunctions arising from a third-party component, plugin or development it did not supply.

Article 10 - Customer obligations

The Customer undertakes to:

10.1. provide in good time the information, access, authorisations and approvals required to perform the Services, and to designate an authorised point of contact;

10.2. ensure that Customer Content is lawful and respects third-party rights, in particular intellectual property and data protection rights;

10.3. keep its credentials confidential, enable the strong authentication mechanisms made available to it, and report any suspected compromise without delay;

10.4. hold the licences and usage rights for third-party software operated in the Environment;

10.5. refrain from any direct intervention in the Environment without Synost's prior agreement; any unauthorised intervention suspends Synost's service commitments;

10.6. keep its own copy of Customer Content, independently of the backups performed by Synost.

10.7. use the Services in accordance with the law and with these GTC. The following are strictly prohibited: any use intended to disrupt the normal operation of the Services or of Synost's infrastructure; any attempt to

compromise the security of systems, networks or data; any circumvention of technical protection measures; and any use of the Services for unlawful purposes. In the event of abusive use, Synost may suspend or terminate access without notice under Article 7.5, without prejudice to any action for compensation of the loss suffered.

Article 11 - Content hosting

11.1. In providing hosting Services, Synost acts as a technical intermediary within the meaning of Article 6 of French Law no. 2004-575 of 21 June 2004. The Customer remains the publisher and is fully responsible for Customer Content.

11.2. Synost may remove or disable access to any manifestly unlawful content of which it becomes aware, or suspend the Environment in the event of a security threat, having informed the Customer where circumstances permit.

11.3. In accordance with Article 6 II of the same law, Synost retains the data enabling identification of persons who have contributed to the creation of hosted content, for the period prescribed by the applicable regulations, and discloses it upon request from the judicial authority.

Article 12 - Prices, invoicing and payment

12.1. Prices are expressed in euros excluding tax. VAT at the applicable rate is added.

12.2. Recurring Services are invoiced in advance at the frequency set out in the Specific Terms. Time-and-materials work is invoiced in arrears.

12.3. Unless otherwise stated in the Specific Terms, invoices are payable **thirty (30) days from the invoice date**, by SEPA direct debit, card or bank transfer.

12.4. Synost may revise its prices once a year, on the anniversary date of the Agreement, giving the Customer at least sixty (60) days' prior written notice. The Customer may terminate the Agreement with effect from the date of the revision by notifying Synost within thirty (30) days of that notice.

12.5. **Pass-through of increases in external costs.** In the event of an increase in the price of a licence, subscription, third-party service or infrastructure service necessary to provide the Services, Synost may pass on that increase on a euro-for-euro basis, at any time, upon thirty (30) days' written notice and substantiation of the increase incurred. Such pass-through shall not entitle the Customer to early termination.

12.6. No early-payment discount is granted.

Article 13 - Late payment

13.1. Pursuant to Article L441-10 of the French Commercial Code, any late payment automatically triggers, without prior reminder, late-payment interest at the rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points.

13.2. A late-paying business Customer automatically owes a **fixed recovery-cost indemnity of forty (40) euros** (Articles L441-10 and D441-5 of the French Commercial Code). Where recovery costs actually incurred exceed that amount, Synost may claim additional compensation upon evidence.

13.3. Synost may **suspend all or part of the Services** fifteen (15) days after a formal demand for payment has remained without effect. Suspension does not suspend invoicing. Failing settlement within thirty (30) days of suspension, Synost may terminate the Agreement automatically and delete the data under Article 14.

Article 14 - Backups and exit

14.1. Backup frequency, retention and location are set out in the Specific Terms. Failing that, no backup is included in the Services.

14.2. **One (1) restore** is included per twelve (12) month period. Any additional restore, and any restore made necessary by an act of the Customer, is charged on a time-and-materials basis.

14.3. On termination, the Customer has **thirty (30) days** to request in writing an export of its Content in a standard, usable format. Assistance with migration to a third party is charged on a time-and-materials basis.

14.4. On expiry of that period, Synost permanently deletes Customer Content and the associated backups, subject to backup media rotation cycles and statutory retention obligations.

Article 15 - Insurance

Each party is responsible for taking out the insurance it considers necessary for its own activity. Synost provides, on written request, any insurance certificate in force.

Article 16 - Liability

16.1. Synost may be held liable only for proven fault in the performance of its obligations, which are best-efforts obligations.

16.2. **Cap.** Synost's total aggregate liability, on any basis and for all losses combined, is limited to the total amount excluding tax actually paid by the Customer over the twelve (12) months preceding the event giving rise to the loss.

16.3. **Exclusions.** Synost is in no event liable for indirect loss, including: loss of business, loss of revenue, profit or margin, loss of customers or commercial opportunity, damage to image or reputation, or third-party claims. Synost's liability for data loss is limited to the cost of restoring the most recent valid backup.

16.4. The limitations in Articles 16.2 and 16.3 do not apply in cases of wilful misconduct, gross negligence, personal injury, or where the law prohibits such limitation.

16.5. Any claim must be notified in writing to Synost within twelve (12) months of the triggering event, failing which it is time-barred.

Article 17 - Force majeure and hardship

17.1. Neither party is liable for a failure resulting from force majeure within the meaning of Article 1218 of the French Civil Code. Affected obligations are suspended. If the impediment exceeds sixty (60) days, either party may terminate the Agreement in writing, without indemnity.

17.2. The parties expressly agree that **Article 1195 of the French Civil Code applies** to the Agreement. Where an unforeseeable change of circumstances makes performance excessively onerous, the affected party may request renegotiation.

Article 18 - Intellectual property

18.1. Synost retains full ownership of its tools, scripts, infrastructure templates, generic configurations, methods and know-how. The Customer is granted, for the term of the Agreement, a non-exclusive, non-transferable right of use limited to the requirements of the Services.

18.2. Bespoke developments expressly ordered by the Customer are assigned to it, within the limits set out in the Quotation, **upon full payment** of the corresponding amounts. The assignment does not cover pre-existing, reusable or open-source components, which remain governed by their respective licences.

18.3. The Customer indemnifies Synost against any third-party claim relating to Customer Content.

Article 19 - Confidentiality

Each party undertakes to keep confidential the information received from the other for the term of the Agreement and **five (5) years** thereafter. Information that is public, already known, independently developed, or

whose disclosure is legally required, is excluded.

Article 20 - Personal data

20.1. Where Synost processes personal data on behalf of the Customer, it acts as a **processor** within the meaning of Article 4(8) GDPR. The conditions of such processing are set out in the DPA annexed to the Agreement, which prevails over these GTC in all matters concerning personal data.

20.2. Data processed by Synost for its own commercial administration is governed by its privacy policy, available at <https://synost.com/privacy>.

Article 21 - Subcontracting

Synost may use subcontractors, infrastructure providers and technical service providers of its choosing to perform the Services. It remains solely responsible to the Customer for their performance. The use of sub-processors handling personal data is governed by the DPA.

Article 22 - Commercial reference

Synost may cite the Customer's name and reproduce its logo as a commercial reference in its communication materials. The Customer may object at any time in writing.

Article 23 - Non-solicitation

Each party undertakes not to solicit or hire, directly or indirectly, any employee of the other party assigned to the performance of the Agreement, for the term of the Agreement and twelve (12) months thereafter, save with prior written consent. In the event of breach, the defaulting party shall pay a fixed indemnity equal to six (6) months of the gross remuneration of the employee concerned.

Article 24 - Assignment

Neither party may assign the Agreement without the other's prior written consent. By way of exception, **Synost may freely transfer the Agreement** in connection with the contribution or transfer of its business to a company it controls or that controls it, subject to written notice to the Customer.

Article 25 - Amendments to the GTC

Synost may amend these GTC. Any amendment is notified to the Customer at least thirty (30) days before it takes effect and applies from the following renewal. In the event of disagreement, the Customer may terminate the Agreement free of charge before the effective date.

Article 26 - Miscellaneous

26.1. The invalidity of any clause does not affect the validity of the remaining provisions.

26.2. A party's failure to rely on a clause does not constitute a waiver of its right to rely on it later.

26.3. Notices are validly given by email with acknowledgement of receipt to the addresses stated in the Specific Terms, except where the Agreement requires a registered letter.

26.4. The Agreement constitutes the entire agreement between the parties and supersedes all prior exchanges on the same subject matter.

Article 27 - Governing law and jurisdiction

27.1. The Agreement is governed by **French law**.

27.2. Failing amicable resolution within thirty (30) days of written notice of a dispute, exclusive jurisdiction is granted to the **courts of Versailles**, including for interim proceedings, multiple defendants or third-party claims, within the limits of Article 48 of the French Code of Civil Procedure. Where that clause does not apply, ordinary rules of jurisdiction apply.

Article 28 - Language

These GTC are drawn up in French and English. **In the event of any discrepancy in interpretation, the French version prevails.**

Synost - Thomas Filip Lochet EI - GTC version 1.0 of 28 August 2026