

# TERMS OF SERVICE

## These General Conditions of Use are defined between:

The holder of a GOUTI account, hereinafter referred to as " the Customer ", who initiates the process of activating an access to GOUTI website and CG Project Management, SARL with a capital of 2000 € whose head office is located 29 rue Saint Erhard 67100 Strasbourg, registered in the Commercial Register of Strasbourg under number 81824088900019, hereinafter designated "GC Project Management", which develops, maintains and operates the services available to Gouti following addresses:

**www.gouti.net**  
**www.gouti.org**  
**www.gouti.online**  
**www.gouti-pm.com**  
**www.gouti-pm.net**

By ticking the box "I have read and I accept the terms of use", you give in your quality of Client your consent to the general conditions of use that govern the use of GOUTI services.

## IT HAS BEEN PREVIOUSLY PRESENTING THE FOLLOWING:

The Customer wishes to use the GOUTI Application Services with CG Project Management. CG Project Management is a provider of Software as a Service, that is, enterprise applications available online (SaaS provider). As such, he is the provider of the Application Services listed below. after.

## ARTICLE 1. DEFINITIONS

Capitalized terms in the Agreement, whether used in the singular or the plural, shall have the meaning given to them below. Contract means these general conditions of use;

**Solutions** means the operational functions listed in the appendix and made available to the Customer in the context of the Application Services subject of the contract;

**Data** refers to information, publications and, in general, data from the database Customer whose use is the subject of this contract, which can only be consulted by Users;

**Subscription Form** means an access for the Customer governed by particular conditions of use, such as defined on the Site, in consideration for the payment of a fee for a defined period.

**Identifiers** refer to both the user's own identifier (his email address) and the password of the user. connection required to access the service;

**Internet** refers to the set of interconnected networks, which are located in all regions of the world;

**Application Services** refers to the services offered in SaaS mode by CG Project Management, allowing the use of the Solutions by the Customer;

**Testing Services** Identify Some of the SaaS Application Services Proposed by CG Project Management, allowing the free use within a limited time of the Solutions by the Customer; Called 'Basic' or 'Trial' when creating the account.

**User** means the person placed under the responsibility of the Customer (employee, employee, representative, etc.) and benefiting from access to the Application Services on his computer under the contracted user license by the customer.

**Site** is the set of addresses by which Application Services are offered in SaaS mode.

## ARTICLE 2. OBJECT

The purpose of the agreement is to define the terms and conditions applicable to the Application Services and the Services. test ordered by the Customer. CG Project Management agrees to the Client, who accepts:

- a right of access to the CG Project Management servers under the conditions defined below;
- a right to use the Solutions
- a set of services defined below, including data hosting, maintenance of Application services, technical assistance.

## ARTICLE 3. EFFECT, DURATION, RECONCILIATIONS, TERMINATION

The Contract will take effect upon acceptance by the Customer of these terms and conditions of use. Its duration shall be 1 month from the date of its entry into force. Failure to terminate upon the giving of 15 days' notice before

the expiry of the Contract will result in the Contract becoming will renew under identical conditions for firm contractual periods of one month according to the financial conditions in effect at the date of renewal. Upon termination of the Agreement, CG Project Management will no longer be responsible for hosting the Data generated by the Customer as part of the Application Services. Consequently, the Customer must ensure that he has the necessary backup copies of the Data it wishes to keep. Upon termination of the Agreement, CG Project Management will be expressly authorized to remove and destroy permanently all the Data managed within the framework of the Application Services.

With respect to Testing Services, CG Project Management reserves the right, in its sole discretion, for any reason, including the lack of use, to terminate the Agreement, to delete and destroy the identifiers and the data managed as part of the solution. This termination of the Testing Services will be notified by email to less 15 days beforehand.

## **ARTICLE 4. APPLICATION SERVICE**

### **4.1. APPLICATION SOLUTIONS**

CG Project Management provides the Customer with the Solutions accessible on its server through the Internet network. Under the terms of the article "License", CG Project Management grants the Customer the right to use non-exclusive, the Solutions listed in the appendix. CG Project Management provides data hosting, maintenance and security solutions. CG Project Management performs the data backup under the conditions defined in the Appendix. The services are provided in accordance with the Quality Charter in the Appendix. CG Project Management reserves the right to make changes in the design, method of operation, technical specifications, systems and any other function of the Application Service and the Free application service, at any time without prior notice.

### **4.2. ACCESS TO SOLUTIONS**

The Customer will use this right of access alone. It will be able to connect at any time - except for periods of maintenance-, namely:

- Round the clock,
- 7 days on 7,
- including Sundays and public holidays

Customer's identification when accessing Application Services and Testing Services is through:

- an ID corresponding to the email address of the User,
- and a password created by the Customer.

The Identifiers are intended to reserve the access of the Solutions subject to the Contract to the Customer's Users, to protect the integrity and availability of the Solutions, as well as the integrity, availability and confidentiality of the Customer Data as transmitted by Users. The identifiers are personal and confidential. They can only be changed at the request of the Customer or the initiative of CG Project Management subject to informing the Customer in advance. The Customer agrees to make every effort to keep the Identifiers relating to it secret and not to divulge it under any form whatever. The Customer is fully responsible for the use of the Identifiers and is responsible for the custody of the codes access. It will ensure that no other person not authorized by CG Project Management has access to Application Services and Solution Testing Services. In general, the Customer assumes the responsibility for the security of the individual positions of access to the Solutions. In the event that he has knowledge of what another person accesses, the Client will inform CG Project Management without delay and confirm it by registered mail.

### **4.3. SOLUTIONS RELATED TO TRIAL SERVICES**

Trial Services allow the Customer to evaluate for free for a limited period all or part of the Services. Customer acknowledges that the sole purpose of Testing Services is to enable Customer to test the Services. application. As such, the Customer can not engage the responsibility of CG Project Management, in any respect that is, because of the use by the Licensee of the Testing Services. The Customer may subscribe on request to CG Project Management to the Application Services as described in these general conditions of use.

## **ARTICLE 5. QUALITY OF APPLICATIONS**

The Customer is aware of the technical risks inherent to the Internet, and access interruptions which may result. Consequently, CG Project Management will not be held responsible for any unavailability or Application Services slowdowns. In addition, CG Project Management performs its services in accordance with the Quality Charter. CG Project Management is not able to guarantee the continuity of the Application Services, executed at distance via the Internet, which the Customer recognizes.

CG Project Management commits to put in place effective controls to provide insurance reasonable that the Customer can access and use the Application Services. CG Project Management guarantees the implementation of the Application Services in accordance with the quality charter set out in the Annex. Application Services may be occasionally suspended due to maintenance necessary for the proper functioning of the servers hosting the Solutions. In case of interruption of Services applications, CG Project Management can not be held responsible for the possible impact of this unavailability about the activities of the Customer.

## ARTICLE 6. LICENSE

CG Project Management grants the Customer a personal, non-exclusive, non-transferable and non-transferable right of use of the Solutions, throughout the duration of the Contract and for the whole world.

Customer may only use the Application Services and Solutions in accordance with its needs and documentation. In particular, the license for the Solutions is granted only for the sole purpose of allow the Customer to use the Services, to the exclusion of any other purpose. The right of use means the right to represent and implement the Application Services in accordance with to their destination, in SaaS mode via a connection to an electronic communications network. Customer does not may in no case make the Solutions available to a third party, and strictly prohibits any other use, in particular any adaptation, modification, translation, arrangement, dissemination, decompilation, without this list be limiting.

## ARTICLE 7. TECHNICAL ASSISTANCE

Assistance is provided to the customer:

- By the help page available in Application Solutions
- By receiving the mails sent to the address [contact@gouti.net](mailto:contact@gouti.net)
- By phone call from Monday to Friday excluding French public holidays from 9:00 to 17:00 on call at number +339 83 76 45 16

## ARTICLE 8. DATA PROCESSING

### 8.1. Personal data collected for the needs of the Client

If the Data transmitted for the use of the Application Services contains data of a personal, the Customer guarantees to the Service Provider that he has performed all the obligations incumbent upon him Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on data protection (the "RGPD"), and that he has informed the natural persons concerned of the use made of such data Personal. As such, the Client guarantees CG Project Management against any recourse, complaint or claim emanating from a natural person whose personal data are reproduced and hosted via the Application service.

### 8.2. Personal data collected for the purposes of providing Services by GC project management

#### 8.2.1 Collected data and purposes

The personal data of the User communicated during the creation of his account Personnel or when using the Application Services are collected and processed by CG Project Management. CG Project Management processes the user's personal data in order to give him access to his account. The processing is therefore in line with Article 6 (1) (b) of Parliament's Regulation 2016/679 European Parliament and of the Council of 27 April 2016 on data protection (the "GDPR"), under which treatment is lawful if it is necessary for the performance of a contract to which the data subject is a party. Each computer connected to the Internet has an IP address. As soon as a user browses the Site, CG Project Management may collect the IP address of the User to analyze the traffic on the Site and to check the activity of the User on the Site to ensure that it does not proceed with acts likely to affect the Contract. This treatment falls within the scope of Article 6 (1) (f) of the GDPR that the treatment is lawful where it is necessary for the legitimate interests of the person responsible for treatment.

#### 8.2.2 Recipient of the collected data

The data collected is processed exclusively by CG Project Management.

#### 8.2.3 User Rights

The User is informed that he has, in accordance with and within the limits of articles 5, 16, 17, 18 and 20 of the RGPD, right of access, rectification and erasure of its data and limitation to the processing of its data at personal nature, as well as a right to portability of the data it has provided. The User can exercise his rights with CG Project Management at the address available on the legal information page of Guti. The User is also informed that he may, in accordance with Article 77 of the RDGP, introduce a complaint to the Commission Nationale Informatique et Libertés (the "CNIL") if it considers that the processing of personal data by CG Project Management constitutes a breach of RGPD.

#### 8.2.4 Retention of personal data

The personal data of the User are kept as long as the User accesses the Site as well as during the applicable statutory limitation period and / or retention and archiving imposed by the current regulations.

### 8.3. RESPONSIBILITY OF CONTENTS

The Customer assumes the possible editorial responsibility for the use of the Application Services. The Customer is solely responsible for the quality, legality, relevance of the Data and contents it transmits for the purpose of using the Application Services. He further guarantees to hold the intellectual property rights allowing him to use the Data and contents. As a result, CG Project Management releases all liability in case of non-compliance of Data and / or contents with laws and regulations, public order or the needs of the Customer. The Client guarantees CG Project Management on first request against any prejudice resulting from its implementation. in question by a third party for a breach of this warranty. More generally, the Customer is solely responsible for the

content and messages broadcast and / or downloaded via Application services. The Customer remains the sole owner of the Data constituting the content of the Solutions.

## **8.4. DATA SECURITY**

Each Party undertakes to implement the appropriate technical means to ensure the security of Datas. Subject to the "Liability" Article, CG Project Management undertakes to maintain the integrity and confidentiality of the Data contained in the Solutions. CG Project Management will implement the measures technical and organizational aspects to prevent any fraudulent access or use of the Data and to prevent any loss, alteration or destruction of the Data.

## **ARTICLE 9. FINANCIAL CONDITIONS**

### **9.1. ROYALTIES**

The financial conditions are set out on the dedicated pricing page on the Site. The fees of the Services are indicated in euros and are exclusive of tax and excluding fees. The billing address is the address of the Customer's head office. Are excluded from the fee and give rise to separate invoicing the following services:

- training services,
- technical assistance services,
- and more generally all services not included in the SaaS offer.

### **9.2. PAYMENT TERMS**

Notwithstanding the duration of the commitment, the Services are billed monthly. All fees due under the Subscription Forms must be paid immediately after acceptance of the Contract. The Customer undertakes to pay the invoices in Euros, including the payment of any tax on added value (VAT) in force.

### **9.3. DEFAULT OF PAYMENT**

Without prejudice to possible damages, the failure of the Customer to pay an invoice to his expires automatically:

- the application of a late interest interest equal to three times the legal interest rate, without prior notice and counting from the first day of delay;
- additional banking and management fees (tracking of collection, letters and telephone charges of revival, representation of bank levies);
- the immediate suspension of Application Services;

## **ARTICLE 10. PROPERTY**

The Customer is and remains the owner of all the Data that it uses via the Application Services in the framework of the Contract.

CG Project Management is and remains the owner of the property rights relating to any element of the Services applications and Solutions made available to the Customer, and more generally than the infrastructure computer (software and hardware) implemented or developed under the Contract. The Agreement does not confer any right of ownership on the Solutions. Temporary provision of Solutions under the conditions set out in the Contract can not be considered as the assignment of any intellectual property rights for the benefit of the Customer, within the meaning of the French Code of Intellectual Property. The Customer is prohibited from reproducing any element of the Software, or any documentation concerning them, by any in any form whatsoever and on any medium whatsoever. The Customer may not assign all or part of the rights and obligations resulting from the Contract, whether in the context temporary assignment, sub-license and any other contract providing for the transfer of such rights and obligations.

## **ARTICLE 11. RESPONSIBILITY - FORCE MAJEURE**

Each Party assumes responsibility for the consequences of its mistakes, errors or omissions, as well as faults, errors or omissions of its potential subcontractors and causing direct harm to the other Part.

In addition, and in case of proven fault by the Client, CG Project Management will be held only the repair pecuniary consequences of the direct and foreseeable damages resulting from the execution of the Services. In Consequently, CG Project Management may under no circumstances incur liability for indirect or unforeseeable losses or damages of the Customer or third parties, including any missed profits, loss, inaccuracy or corruption of files or data, commercial loss, loss of sales or profit, loss of customers, loss of opportunity, cost of obtaining a product, service or substitution technology, in relation to or resulting from the non-performance or incorrect performance of services.

In all cases, the amount of CG Project Management's liability is strictly limited to reimbursement of the amount of the sums actually paid by the Client on the date of occurrence of the Generator of responsibility per day of interruption on the average consumption of the last 12 months. CG Project Management can not, in addition, be held responsible for the accidental destruction of Data by the Customer or a third party having accessed the Application Services by means of the Identifiers given to the Customer.

CG Project Management will in no way be held responsible for any damage in case of harm caused by an interruption or a decline in the service of the telecommunications operator, electricity supplier or in case of force majeure.

Neither Party may be held responsible for any breach of its obligations under the Contract, if such a breach results from: a governmental decision, including any withdrawal or suspension of any authorizations, from a total or partial strike, internal or external to business, fire, natural disaster, state of war of total or partial interruption or a blockage of telecommunications or electrical networks, hacking or more generally any other event of force majeure having the characteristics defined by the jurisprudence.

The Party noting the event shall promptly inform the other party of its inability to perform its provision.

The suspension of the obligations or the delay can not under any circumstances be a cause of responsibility for non-compliance. performance of the obligation in question, nor to induce the payment of damages or late payment penalties.

## ARTICLE 12. CONFIDENTIALITY

Each Party undertakes to (i) keep confidential any information it receives from the other Party, and in particular to (ii) not divulge the confidential information of the other Party to any third party, other than only employees or agents who need to know them; and (iii) use the confidential information of the other Party only to exercise its rights and fulfill its obligations under the Contract. Notwithstanding the foregoing, neither Party shall have any obligation with respect to information that (i) would have fallen or fall into the public domain regardless of fault by the receiving Party, (ii) would be developed independently by the Party receiving them, (iii) would be known to the Party receiving it before the other Party discloses it to it, (iv) would be legitimately received from a third party not subject to obligation of confidentiality, or (v) should be disclosed by law or by order of a court (to which in which case they shall be disclosed only to the extent required and after having notified the Party in writing having provided). The obligations of the Parties with respect to confidential information will remain in effect throughout duration of the Contract and as long after its completion, that the information concerned will remain confidential for the Party disclosing them and, in any event, for a period of 5 years after the of the contract. Each Party shall return all copies of documents and media containing information confidential information of the other Party, from the end of the Contract, regardless of the cause.

The Parties further undertake to enforce these provisions by their staff, and by any attendant or third parties that could intervene for any reason whatsoever within the framework of the Contract.

## ARTICLE 13. OTHER

Nullity, nullity, lack of binding force or unenforceability of any of the stipulations of the Contract does not entail nullity, the nullity, the absence of binding force or the unenforceability of the other stipulations, which will retain all their effects. However, the Parties may, by mutual agreement, agree to replace the stipulation (s) invalidated.

**The Contract is subject to French law, to the exclusion of any other legislation. The Agreement is translated into several languages, only the French version is authentic.**

For the execution of these presents and their consequences, the Parties shall, respectively, elect domicile in their headquarters listed above. Any change in the registered office or address of any the other Party shall be enforceable against the other Party only eight calendar days after being duly notified.

In order to find together a solution to any dispute arising in the performance of the Contract, the Parties agree to meet within 15 days of receipt of a registered letter with request notification of receipt notified by one of the two Parties. IF ON THE TERM OF A NEW TIME OF FIFTEEN DAYS, THE PARTIES DO NOT ARRIVE AT TO AGREE ON A COMPROMISE OR A SOLUTION, THE DISPUTE WOULD BE SUBJECT TO COMPETENT COURTS OF STRASBOURG.

## ANNEX - OPERATIONAL FUNCTIONS

The functionalities made available by CG Project Management through Application Services allow you to create and manage projects. For each project, the following functions are proposed:

- The establishment of a project charter
- The definition of objectives
- The definition of the project organization
- The management of deliverables
- Milestones management
- Management of activities
- Risk management
- Management of actions and action plan
- Problem management
- Change management
- The creation and update of Flash type reports
- The creation and update of various reports
- Consultation of the project calendar
- Consultation of the calendar by actor of the project
- Viewing a GANTT view
- Assignment of access rights to the project

## ANNEX - QUALITY CHARTER

CG Project Management undertakes to respect the Quality Charter and in particular the following points which are the guarantee of the quality of its service, namely:

## **AVAILABILITY**

CG Project Management commits to put in place effective controls to provide insurance reasonable that the Customer may access and use the relevant Solutions at the times specified in the Contract.

## **SECURITY AND CONFIDENTIALITY**

CG Project Management works to secure access and use of the Solutions, taking into account protocols, in accordance with the relevant practices. CG Project Management has put in place effective controls for protection against physical and unauthorized electronic access to CG Project Management's operating systems and applications, confidential information of Clients in order to provide reasonable assurance that access to systems and Client Data is limited to authorized persons and that the information Confidential Clients are protected against any use that is not in accordance with their usage.

## **BACKUP**

The data is saved daily. In the event of a major incident on a database server, the data will be restored to their version corresponding to the data saved the day before the incident.

## **INTEGRITY**

CG Project Management commits to put in place effective controls to provide insurance reasonable that the applications made available to Clients process the Data entrusted to it without risks of omission, alteration, deformation or any other form of anomaly likely to impair the integrity results from these applications and that the treatments are in compliance with the legal regulations that apply to them, and that Data and Processing are accessible for external controls and audits which could be diligent. The integrity of the treatment extends to any component of the system and to all phases of treatment (entry of data, transmission, processing, storage and output of data). These controls consist of checks of treatment consistency, anomaly detection and management as well as user information relative to any risk of associated non-compliance.