

BETWEEN SUBSCRIBERS

Firstly
Name or Social reason : LAGARDE
Autoclaves

Address : ZI Montchamp
285 Impasse Nicolas Appert
26780 MALATAVERNE

Represented by :
M. Denis RANCHON
Designated below:

On the other hand
The Company:

Address :

Represented by :

Designated below :

It was agreed as follows

Article 1: Purpose.

The remote access proposed by Lagarde allows a technician to make few actions on the control system by the remote access tool “Team Viewer”. The software needs an internet connection, **it can be used only for the Samantha control system**. The connection will be done only upon written request. The service is specific to the machine and the company that subscribes to it.

Article 2: Price and duration contract.

This contract is concluded for a period of 12 months. It takes affect at the date of purchase of the service. The contract price for 12 months is fixed at “1440€” per machine. Its implementation takes effect only after the full payment of this amount.

Article 3 : Renewal – Termination.

This contract is renewable each year by tacit agreement. The Lagarde Autoclaves company will send you, a month before the end of the contract, in the personal space of your account, a quotation for the 12 next months. However, it is possible to not renew the contract by notifying it in writing at the earliest three months before the end of it.

Article 4 : Prerequisites.

- The subscriber needs a wired internet connection to the machine under contract, it is his responsibility to provide a sufficient connection for the proper operation of remote access.
- Only the B&R800 or B&R900 PC are compatible with this contract.

ATTENTION: The discovery of a virus, a spyware or modifications prohibited on the PC causes the termination of the remote control service.

Article 5: Special obligations of Lagarde.

Lagarde, after verifying the feasibility of the subscription, will activate the service. Lagarde undertakes to provide the customer with computer maintenance throughout the duration of the contract

Lagarde undertakes to Check the PC system state, the remaining memory capacity, Make a backup of the program, after writing request, to release data from hard drive, if necessary and make the updates available.

Lagarde agrees to log in within 48 hours.

For safety and quality reasons, remote control may be required to be recorded.

Article 6: Special obligations of the client

The customer agrees to not modify any part of the system.

In case of the technician realizes that the system has been modified, he is entitled to stop any manipulation.

The customer agrees to keep the PC in working order to start the remote control session within 48 hours after the request.

For security reason, the customer agrees to provide the login and password to Lagarde to establish the connection.

Attention: The password is changed at each PC reboot.

In the case of autoclaves resale that includes this service, the customer undertakes to prevent Lagarde to cancel the subscription and indicate the name of the new buyer to allow the creation of the personal account with Lagarde's services.

The customer agrees to guarantee any convictions and any legal and extrajudicial costs that the latter may incur as a result of third party recourse for one of the reasons mentioned in the previous paragraphs, and more generally because of the disclosure of information and data saved without the knowledge or the defending body of Lagarde (in particular in case of hacking / hijacking)

The contract is specific to the machine of the company that has subscribed to it, in the case where the machine is sold, the customer will be held responsible for all convictions if the contract has not been terminated before the sale.

Article 7: Responsibility.

All or part of the services offered may, for reasons of repair, evolution or maintenance, be temporarily interrupted. In such circumstances, Lagarde cannot be held responsible for this interruption, and undertakes to restore the service as soon as possible

The Lagarde's liability cannot be incurred under:

- Third-party interference in the customer's communication and transmission systems.

The Lagarde's responsibility cannot be engaged:

- If the customer has not met the prerequisites and more generally its obligations as arising from these.
- In case of intrusion of a third party into the computer system of the customer or any fault or negligence of the customer or one of its employees or collaborators, altering the data or making it impossible to carry out its mission by Lagarde.
- In case of malfunction of the equipment installed at the customer's site or internet connection failure between the service provider and the customer or modification by the customer, without prior notice to Lagarde of its IT environment or its equipment.

The service is only restricted to the computer system, Lagarde cannot be held responsible if a problem other than computer intervenes before, during and after remote access.

The customer must be covered, at this own expense, the risks associated with any possible alteration, destruction or loss of his data with insurance company, a risk that he will have to apprehend and evaluate under his own full responsibility without claim against the service provider.

Company seal / Date and customer signature