

## **GENERAL TERMS & CONDITIONS**

### **1 Brief presentation of Tranquil IT**

Tranquil IT's mission is to bring peace of mind to all those who work with IT.

Based in Nantes, we solve our customers' desire for greater cyber-resilience and protection against software vulnerabilities and misconfigurations with 2 products, WAPT and Samba-AD.

WAPT enables companies and public authorities to deploy (1) software, (2) configurations, (3) updates and (4) operating systems on Windows, Linux and macOS environments, such as Microsoft SCCM, WSUS and MDT.

Samba-AD is Active Directory technology for Linux and open source, for managing and securing credentials, authentication methods and access controls, like Microsoft AD.

Tranquil IT offers its customers:

- Subscriptions to WAPT software, with an annual fee per WAPT equipped device, and a sliding scale based on purchase volume and length of commitment.
- Professional support on WAPT and Samba-AD.
- One-off expertise and integration services for WAPT and Samba-AD.
- The services of [Comitari](#), a Tranquil IT subsidiary launched in 2023 to provide standard training and support services.

### **2 Purpose of the Terms and Conditions**

The purpose of these General Terms and Conditions (hereinafter referred to as the "GTC") is to define the conditions under which Tranquil IT Systems, a simplified joint stock company, registered with the Nantes Trade and Companies Register under number 443884580, whose registered office is located at 12, avenue Jules Verne in (44230) Saint Sébastien sur Loire (hereinafter referred to as "Tranquil IT") provides the Customer (hereinafter defined) with Services (hereinafter defined).

The GTC and the STC (hereinafter defined) form a contractual whole (hereinafter referred to as the "Contract"). In the event of contradiction between these documents, the following hierarchical order of decreasing legal value will apply: STC then GTC. All other documents have no contractual value.

If the Customer wishes the GTC to be amended, he may propose changes by naming the paragraph, quoting the original text of the GTC and publishing his proposed version of the text in a separate document. Such changes to the GTC will be incorporated into the STC and costed accordingly.

### **3 Definitions**

- Customer: Refers to the natural person or legal entity whose contact details are specified in the STC, wishing to call upon Tranquil IT as part of its professional activity.
- Special Terms and Conditions (STC): Refers to the contractual conditions accepted by the Customer for the provision of Services. They refer specifically to these GTS and are attached to them. Their acceptance implies acceptance of these terms and conditions. In particular, the STC set out the terms and deadlines for the performance of the Services and their price. The Customer has a period of thirty (30) days after the issue of the STC by Tranquil IT to accept them. After this period, the offer of Services is no longer valid.
- Services: Refers to all services provided by Tranquil IT to the Customer under the terms of the STC, including software supply, installation / configuration, maintenance (corrections and / or evolutions), telephone assistance, training, hosting, etc.

### **4 Provision of Services**

The procedure for providing the Services is detailed in the corresponding STC.



#### **4.A Technical contact**

The Customer designates a technical contact person to whom Tranquil IT may report in connection with the performance of its obligations and request any assistance / information in connection with the performance of the service. In the event of a change of technical contact, the Customer will inform Tranquil IT in writing, giving at least fifteen (15) days' notice.

#### **4.B Turnaround times**

Tranquil IT will endeavor to fulfill its obligations within the lead times indicated in the STC. However, unless expressly stipulated otherwise in the STC, these lead times are indicative, intended for forecasting and estimation purposes only.

Tranquil IT cannot be held responsible if these deadlines are exceeded.

#### **4.C Working days / hours**

Excluding public holidays, Tranquil IT's obligations hereunder shall not be performed outside the following days and times:

Excluding public holidays		
Monday	09:00 to 12:30	14:00 to 17:30
Tuesday	09:00 to 12:30	14:00 to 17:30
Wednesday	09:00 to 12:30	14:00 to 17:30
Thursday	09:00 to 12:30	14:00 to 17:30
Friday	09:00 à 12:30	14:00 à 17:30

#### **4.D Hosting**

In principle, the customer's data is hosted on its own servers. In this case, the customer is the data processing operator and assumes all risks associated with such hosting.

Customer data may, if mentioned in the STC, be hosted on servers operated by Tranquil IT. The price and conditions of such hosting are mentioned in the STC.

#### **4.E Delivery and receipt**

##### **Delivery**

- all deliveries are made to the Customer's address;
- it is expressly agreed that no reasonable delay in delivery shall entitle the Customer to refuse to accept delivery, to terminate the order concerned or to claim damages;
- unless otherwise specified in the STC, shipping and delivery costs are at the customer's expense;

##### **Recipe**

Once Tranquil IT has carried out work under the terms of the Contract (e.g. installation, configuration, etc.), it is the Customer's responsibility to accept the work in order to ensure its conformity. In the absence of any reservations made by the Customer in writing and documented to Tranquil IT within eight (8) days of the completion of each of the works concerned, the final acceptance will be deemed to have been accepted.

### **5 Price and price revision**

#### **5.A Validity of a quotation**

Tranquil IT's sales department will respond to the customer's request for a quotation within a reasonable period of time. Once Tranquil IT has issued a sales proposal to the customer, the proposal is valid for 30 days. After this period of validity, the commercial proposal becomes null and void. Tranquil IT reserves the right to modify the price between two sales proposals.



### **5.B Pricing**

The price for each Service is indicated in the STC.

The price is expressed in euros, exclusive of tax. Taxes, and in particular VAT, will be invoiced at the rate in force on the day of invoicing of the sums due under the corresponding STC.

The STC also mention the cost of any travel expenses incurred by Tranquil IT personnel to the Customer's premises.

In the absence of any mention to the contrary in the STC, it is hereby agreed that the rate for a day's service by Tranquil IT's engineering staff, excluding the Contract, is 1,500 euros excluding VAT (excluding travel expenses calculated on the basis of the tax scale in force on the day of the service).

### **5.C Price review**

Tranquil IT reserves the right to revise the price of the Service annually, on the anniversary date of the Service in question. Any such revision will automatically come into effect thirty (30) days after written notification to the Customer.

The Customer may refuse the application of the price revision, by terminating the Service concerned, subject to thirty (30) days' notice, during which the old price will remain in force.

If the Customer fails to contact Tranquil IT within fifteen (15) days of receiving notification of the price revision, the said revision will be deemed to have been fully accepted.

The price revision formula applied will be as follows:

$$P = P_0 * \left( \frac{S}{S_0} \right)$$

- P: revised price;
- P<sub>0</sub>: original price;
- S: the most recent SYNTEC index, or any new index officially substituted for it, known at the revision date;
- S<sub>0</sub>: latest SYNTEC index, or any new index officially substituted for it, published on the price-setting date before revision (P<sub>0</sub>).

### **5.D Billing and payment terms**

Invoicing terms are specified in the STC.

Invoices are payable without discount within thirty (30) days of issue.

### **5.E Interest on arrears**

In the event of non-payment on the due date, all sums due by the Customer will bear interest from the said due date until payment in full, at a rate equal to three (3) times the legal interest rate in force, without prior formality.

In addition to the aforementioned interest, in the event of late payment, the Customer will be liable to pay a fixed indemnity for collection costs of forty (40) euros, unless collection costs are higher.

If Tranquil IT were to entrust the recovery of its debt to a third party (e.g. bailiff, lawyer, etc.), the Customer will be liable, in addition to the aforementioned sums, for reimbursement of the costs and fees thus incurred.

In the event of late payment or non-payment, Tranquil IT may automatically suspend all orders in progress, whatever their level of progress. Such suspension shall not, however, be deemed to constitute termination, nor shall it give rise to any right to compensation or damages.

## **6 Tranquil IT's obligations**

Tranquil IT's obligations under the Contract are obligations of means. As such, Tranquil IT will use its best known and reasonable endeavors to perform the terms of the Contract. The performance of its obligations by Tranquil IT will be closely dependent on the active collaboration of the Customer as referred to in Article 7.



## **7 Customer obligations**

The Customer is fully aware that the performance of the Contract requires active and regular collaboration with Tranquil IT. This obligation of cooperation on the part of the Customer includes in particular the transmission of any information that Tranquil IT deems necessary for the performance of its obligations.

Under the terms of the Contract, the Customer undertakes to:

- use all hardware, operating systems, software and hardware in accordance with the specifications of their manufacturers / publishers, particularly with regard to their physical environment;
- strictly follow all instructions given by Tranquil IT;
- allow Tranquil IT's technicians free access to its hardware and software if necessary for the performance of its obligations;
- not to undertake any operation that would directly or indirectly block or slow down the performance of Tranquil IT's obligations;
- not to modify, move, or have maintained by third parties, the software installed by Tranquil IT, without its prior written authorization;

In addition, the Customer:

- acknowledges that he / she has received from Tranquil IT all the information necessary to verify the conformity of the software, which is the subject of this Contract, to his / her needs and its suitability for the use he / she intends to make of it;
- is responsible for the hardware and software it integrates, their performance and compliance with any associated user licenses;
- is responsible for all regulatory declarations;
- is responsible for any costs incurred by him in contacting Tranquil IT;

## **8 Responsibilities**

Subject to the specific exclusions of liability set out in the Contract, Tranquil IT may only be held liable in the event of direct material or immaterial damage due to a proven fault.

Indirect damage suffered by the Parties is excluded from any claim for compensation. Indirect damages include, but are not limited to, loss of sales, operating loss, commercial loss, loss of customers, loss of orders, loss of data or information, loss of earnings and damage to brand image.

Any action brought against a customer by a third party constitutes an indirect loss and therefore does not give rise to any right to compensation.

Tranquil IT cannot be held responsible for any damage to the Customer's information, programs, data, files or databases, which it is the Customer's responsibility to secure and safeguard.

In this respect, it is the Customer's responsibility to take all security measures and to put in place all useful procedures to this effect, both before Tranquil IT's intervention in the context of its obligations and afterwards, by making all necessary security copies.

It is the Customer's responsibility to take the necessary steps to check the data contained in his computer installation. Tranquil IT cannot be held responsible for any content that contravenes the law, the IT charter or the customer's internal regulations.

The Customer expressly acknowledges that, given the current state of the art, it is not possible to guarantee that software installed or supplied by Tranquil IT will function without discontinuity or bugs.

The leased items remain the exclusive tangible and intangible property of Tranquil IT and may under no circumstances be moved or transferred in any way whatsoever. The Customer must ensure that this right of ownership is respected at all times, by all means and at its own expense.

## **9 Advertising**

Tranquil IT reserves the right to quote the Customer and to present the services carried out for him as a reference



in its commercial documents and/or publications, with the aim of promoting its activity.

## **10 Intellectual property and derivative works**

### **10.A WAPT**

Tranquil IT owns all intellectual property and other proprietary rights in the WAPT Software, and retains all rights not specifically granted herein. You may not alter or delete any proprietary notices or claims that may be contained in the Software. Tranquil IT will retain all rights to any copy, translation, modification, adaptation or derivative work, including any modification or other enhancement or development of the WAPT Software.

In addition, and without prior agreement, Tranquil IT prohibits any integration of the WAPT Software that would distort its security model.

### **10.B Samba-AD by Tranquil IT**

Samba is open source software and the Customer benefits from the rights granted by the GPLv3 license associated with the Samba software. The Samba-AD by Tranquil IT offer is a combination of Samba open source software and Samba-AD automation and management tools created by Tranquil IT.

Tranquil IT owns all intellectual property rights and other proprietary rights in such Tooling, and retains all rights not specifically granted herein. You agree not to alter or delete any proprietary notices or claims that may be contained in said tooling. Tranquil IT will retain all rights to any copies, translations, modifications, adaptations or derivative works, including any modifications or other improvements or developments to such Tooling.

## **11 Duration, suspension and termination**

### **11.A Duration**

Where applicable, the duration of the Services is specified in the STC, as is the notice period applicable to termination of the Services concerned in the event of tacit renewal.

### **11.B Suspension**

In all cases, Tranquil IT may automatically suspend all orders / Services in progress, whatever their nature and level of progress, in the event of the Customer failing to meet its obligations, and after formal notice has been given by Tranquil IT by registered letter with acknowledgment of receipt, to remedy the causes of the said non-performance, which has remained without effect eight (8) days after notification of the breach.

In such a case, Tranquil IT cannot be held liable, and this suspension cannot be considered as a termination of the Contract on the part of Tranquil IT, nor can it give rise to any right to compensation for the Customer.

### **11.C Early termination**

In the event of non-performance by the Customer of one of its obligations, and after formal notice by Tranquil IT by registered letter with acknowledgment of receipt, to remedy the causes of the said non-performance, which has remained without effect for thirty (30) days after notification of the breach, Tranquil IT may terminate the Contract by operation of law, without compensation and without further formalities.

Subject to the applicable provisions of public order, the Contract will be terminated by operation of law, if Tranquil IT sees fit, without any other formality than the sending of a notification by registered letter with acknowledgment of receipt declaring the intention to apply the present clause in the event of the opening of collective proceedings against the Customer.

### **11.D Consequences of Contract termination**

In the event of termination of the Contract, for whatever reason, the Parties shall remain bound by the Contract until the effective date of its termination, and the Customer is hereby informed that it will be liable for payment of the Services in full, unless the provisions of Article 14.

Termination for any reason whatsoever does not put an end to obligations which, by their nature, continue.



If Tranquil IT hosts the Customer's data, in accordance with Article 4.D. At the end of the Contract, for any reason whatsoever, the Customer must request a copy of his / her data from Tranquil IT within eight (8) days of the end of the Service concerned. After this deadline, the Customer's data will be permanently deleted. As part of a billable service, the Customer's data will be returned to him in a standard format chosen by Tranquil IT and will be made available to the Customer in the form of a download or, if the volume is too great, by sending a physical medium.

## **12 Non-solicitation of personnel**

The Customer undertakes not, without the prior written consent of Tranquil IT, to engage the services of any Tranquil IT employee or to use the services of any other company. This stipulation shall apply regardless of the specialization of the employee in question, and even in the event that the solicitation is initiated by the said employee. The present stipulation will have effect throughout the performance of the Contract and for a period of one (1) year from its termination or end for any reason whatsoever.

In the event of non-compliance with this undertaking, the Customer undertakes to compensate Tranquil IT with an indemnity equal to twelve (12) months' gross remuneration for the employee concerned.

## **13 Privacy**

Each Party undertakes to use appropriate means to maintain the strictest secrecy regarding information and documents designated as confidential by the other Party, and to which it may have had access during the performance of the Services, such means to be at least equivalent to those used by each Party to ensure the confidentiality of its own confidential information / documents.

Each party undertakes to ensure that its employees, parent company, subsidiaries and any subcontractors comply with this obligation.

All costs, prices and royalty rates, as well as any know-how communicated between the Parties under this Contract in relation to the Services, form an integral part of the confidential information.

The obligation of confidentiality will not apply to information for which the receiving Party can prove with certain date:

- that it possessed prior to the date of communication by the other Party, or;
- that the information was in the public domain prior to the date of its communication or that it subsequently entered the public domain through no fault of the receiving Party, or;
- that it has received them without any obligation of secrecy from a third party authorized to disclose them prior to their communication;

The obligations of the Parties with respect to confidential information shall remain in force as long as the information concerned remains confidential.

## **14 Force majeure**

In addition to the events usually considered by French jurisprudence to constitute force majeure, the obligations of the Parties will be automatically suspended in the event of events beyond the control of either Party, which could not reasonably have been foreseen when the Contract was entered into and whose effects cannot be avoided by appropriate measures, and which prevent the performance of its obligation by the Party concerned.

The Party observing the event must immediately inform the other Party of its inability to perform its service and justify this to the latter.

If the impediment is temporary, performance of the obligation is suspended unless the resulting delay justifies termination of the Contract. After a suspension period of three (3) months, the Parties may terminate the Contract ipso jure, without notice.

If the impediment is definitive, the Contract is terminated ipso jure and the Parties are released from their obligations under the conditions set out in articles 1351 and 1351-1 of the French Civil Code.

The suspension of obligations shall under no circumstances give rise to liability for non-performance of the obligation in question, nor lead to the payment of damages or late penalties. However, as soon as the cause of the suspension of their mutual obligations has disappeared, the Parties will make every effort to resume normal performance of their obligations as soon as possible.



## **15 Subcontracting**

Tranquil IT will inform the Customer of its wish to subcontract.

Tranquil IT will ensure that it imposes on the subcontractor, under its responsibility, all obligations enabling it to meet its commitments to the Customer. In this respect, Tranquil IT undertakes to include in the commitments it enters into with subcontractors the obligations incumbent upon it hereunder.

Tranquil IT also undertakes to use subcontractors with the skills, experience and qualities of probity and trustworthiness necessary for the proper execution of the assignments it entrusts to them.

The use of subcontractors shall in no way reduce the Service Provider's liability to the Customer under the Contract, the Service Provider remaining fully liable to the Customer for the performance of the subcontracted Services and, in general, for the proper performance of the Contract.

In the event that a subcontractor is brought in under the Contract, in compliance with the terms specified above, Tranquil IT undertakes to contractually prohibit the subcontractor from in turn subcontracting the performance of the Services for which it has been selected to another company (second-level subcontracting), nor to proceed with an assignment of this contract.

## **16 Data protection in relation to the RGPD**

Tranquil IT implements all measures necessary to protect personal data, in accordance with the RGPD regulation (security, access, modification, deletion, retention period).

Personal data collected by Tranquil IT is used solely for the administrative management of projects entrusted to Tranquil IT. The right to consult, modify, delete or port personal data may be exercised with the Data Protection Officer, by written request to the contact details given below

- Address: 12 Avenue Jules Verne, 44230 Saint Sébastien sur Loire (FRANCE)
- Telephone: +33 240 975 755
- Mail: [dpo@tranquil.it](mailto:dpo@tranquil.it)

## **17 General provisions**

Tranquil IT may, under its own responsibility, subcontract all or part of its obligations, the Customer expressly exempting it from any prior approval formalities.

Tranquil IT may freely assign or transfer to a third party all or part of the rights and obligations arising from the Contract, having first informed the Customer.

If any provision of the Contract is declared null and void by a current rule of law or by a final court decision, it will be deemed unwritten, but the other provisions will retain their full force and scope. The Parties then agree to replace the clause declared null and void with a clause that is as close as possible in content to the clause initially agreed.

The fact that one of the Parties does not avail itself of a breach by the other Party of one of the obligations referred to herein, shall not be interpreted for the future as a waiver of the obligation in question. Any waiver shall be valid only if in writing and signed by an authorized representative of the waiving Party.

The Contract, as well as any acts resulting therefrom, shall be governed by and construed in accordance with French law.

Except in the case of public policy, in the event of a dispute concerning the validity, interpretation, performance or non-performance of the Contract, the Parties undertake to seek an amicable solution in the spirit of the Contract. Failing amicable settlement, the Commercial Court of Nantes shall have sole jurisdiction, notwithstanding multiple defendants or third-party claims, and even in the event of summary proceedings.

