

TERMS AND CONDITIONS OF USE

SIMPLE GMAO

1 Duration

This contract takes effect on the date of signature and remains valid for an indefinite period, without commitment, unless terminated under the conditions set forth in Article 2.

2 Termination

The contract may be terminated with 30 days' notice or in the event of serious breach after formal notice. Payments already made remain due for the current period.

3 Pricing and Available Plans

3.1 General Information

The prices shown are exclusive of tax (excl. VAT). The applicable VAT rate will be that in force on the date of invoicing and will depend on the location and tax status of the Client.

3.2 Available Subscriptions

Features	SIMPLE GMAO BASIC	SIMPLE GMAO PREMIUM
Number of users	1	Unlimited
Number of interventions per month	30	200
Storage space (photos, documents etc.)	500 MB	8 GB
Multi-site module	–	✓
Documentation management module	–	✓
Interventions module	✓	✓
Planning module	✓	✓
Anomalies module	✓	✓

Features	SIMPLE GMAO BASIC	SIMPLE GMAO PREMIUM
Notifications module	✓	✓
Stock module	✓	✓
Equipment module	✓	✓
Monthly fee	€ 10	€ 59

3.3 Options : Additional Interventions

PACK	Price / Month
10 Interventions	€ 5 / Month
50 Interventions	€ 20 / Month
100 Interventions	€ 30 / Month
200 Interventions	€ 50 / Month
500 Interventions	€ 100 / Month

3.4 Options : Additional Storage Space

PACK	Price / Month
1 GB	€ 5 / Month
5 GB	€ 20 / Month
10 GB	€ 30 / Month
20 GB	€ 50 / Month
50 GB	€ 100 / Month

3.5 Options: Additional Modules

Additional modules may be offered in the future to clients. These are not included in the subscription and will be offered as optional add-ons (for example: resource management module, training and certification management module, etc.). Prices will be defined according to each module.

3.6 Options: Data Backup

At the Client's request, the Provider may supply a complete backup (MySQL data file + folders for images and documents) for a one-time fee of € 250 per request.

3.7 Price Revision

The monthly fees for subscriptions and options may be revised by the Provider. Any revision will be notified to the Client in writing (by email or postal mail) at least sixty (60) days before its effective date.

4 Payment Terms and Deadlines

4.1 Payment Method and Recurrence

The Client undertakes to pay the amount of the SaaS Service (GMAO) subscription on a monthly basis.

Payment is made automatically at the end of each one-month period.

4.2 Automatic Payment Methods

Payment shall be made by one of the following automatic means, chosen by the Client when subscribing or updating their account:

- SEPA Direct Debit
- Recurring Bank Transfer

The Client agrees to provide and maintain valid payment information and to authorize the Provider or its designated payment processor to carry out automatic monthly payments.

4.3 Billing Due Date

Billing will occur at the end of each monthly usage cycle. The debit date will correspond to the due date indicated on the invoice.

4.4 Non-Payment

In case of payment rejection or insufficient funds, the Provider reserves the right to apply the late-payment penalties provided for in Article [reference to article on penalties] and, after unheeded notification, to suspend or terminate access to the Service.

5 Late Payment Penalties and Consequences of Non-Payment

5.1 Late Payment Penalties

If payment is not made by the due date indicated on the invoice and after a formal notice remains without effect, the Client shall automatically owe, without further reminder, late-payment penalties. The interest rate for late payments is set at three (3) times the legal interest rate in force on the due date. These penalties are calculated on the total outstanding amount incl. VAT and accrue from the day following the invoice's due date.

5.2 Fixed Compensation for Collection Costs

In accordance with Article L. 441-10 of the French Commercial Code, any late payment will, in addition to the penalties mentioned above, oblige the Client to pay a fixed indemnity of € 40 per unpaid invoice at maturity for collection costs.

If the Provider's actual collection costs exceed this fixed amount, additional compensation may be claimed upon proof.

5.3 Consequences and Service Suspension

If the Client fails to pay within fifteen (15) days after the invoice due date, and after a formal reminder notice, the Provider reserves the right, without further notice and without any compensation being due, to immediately suspend access to the Service (GMAO software) until full payment of all amounts owed, including penalties and collection fees.

Service resumption will occur after the effective receipt of the entire amount due.

6 Conditions of Use

The Client undertakes not to copy, modify, or reproduce the software, to use the service in accordance with the law, and to maintain the confidentiality of their login credentials. Any specific customization shall be subject to a separate quotation.

7 Support and Assistance

The Provider offers technical support via email at contact@simple-soft.eu.

8 Technical Support and Assistance

8.1 Purpose and Conditions of Support

The Provider makes available to the Client a technical support and assistance service included in the subscription fee, the sole purpose of which is to help resolve blocking issues, software malfunctions, or standard usage questions related to the GMAO Service.

This support is accessible by email at **contact@simple-soft.eu**.

Support Service hours are Monday to Friday (excluding French public holidays) from 9:00 a.m. to 12:30 p.m. and from 2:00 p.m. to 5:30 p.m.

8.2 Exclusions from Support (Prevention of Abuse)

Included support does not cover the following services, which may be subject to a separate quote and billing to the Client:

- Business Consulting: any engineering, audit, or consulting requests related to the Client's maintenance organization;
- Specific Development: requests for evolution, feature addition, or software customization;
- Training: initial or additional training needs for the Client's staff;
- Issues Unrelated to the Service: malfunctions caused by hardware, operating systems, networks, or any third-party software used by the Client;
- Abusive Use: manifestly excessive, repetitive, or unrelated requests not linked to actual malfunctions, likely to compromise proper support for other clients. The Provider reserves the right to qualify such use as abusive and inform the Client accordingly.

8.3 Service Level and Response Times

The Provider undertakes to acknowledge support requests and provide an initial response within a maximum of 3 days for blocking or critical anomalies.

8.4 Documentation

Simple Soft regularly updates a documentation section on its website <https://simple-soft.eu>, enabling the Client to use Simple GMAO independently.

9 Hosting, Backup, and Security

9.1 Location and Hosting Environment

The Provider certifies that the GMAO software is hosted on servers located exclusively within French territory.

The Provider undertakes to implement all necessary technical measures to ensure the continuity,

accessibility, and integrity of the Service, in compliance with applicable legal and regulatory provisions, particularly regarding the protection of personal data.

9.2 Backup Policy

The Provider maintains a data backup policy designed to prevent accidental loss or damage. This policy includes:

- **Database (Client Data):** a full database backup is performed daily (every day).
 - **Files (Documents, Attachments):** a full backup of the Client's files and documents is performed weekly (every eight days).
 - Backups are stored on a backup server separate from the production server.
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9.3 Security and Encryption

The Provider commits to using secure servers and maintaining up-to-date software and hardware security measures in line with industry standards.

All communications between the client device (browser) and the application server are secured and encrypted via the SSL/TLS protocol, ensuring the confidentiality of exchanged information.

10 Liability

The Provider cannot be held liable for data loss, service interruption, or indirect damages, except in cases of gross negligence.

The Client is responsible for maintaining their own backups.

10.1 Applicable Law and Jurisdiction

This contract is governed by French law. Any disputes shall be submitted to the competent courts of **Seine-et-Marne (France)**.

10.2 Miscellaneous

If any clause is found invalid, the remaining provisions shall remain in full effect. Any modification must be formalized in writing and signed by both Parties.

11 Protection of Personal Data (GDPR)

11.1 Status of the Parties

The Parties acknowledge that, in the performance of this Agreement, the Client acts as the **Data Controller**, and the Provider acts as the **Data Processor**, within the meaning of Regulation (EU) 2016/679 (GDPR).

The Provider agrees to process personal data solely for the purpose of executing the GMAO Service, and in accordance with the Client's documented instructions.

11.2 Contractual Obligations

The Provider guarantees that it will implement appropriate technical and organizational measures to ensure the protection of the rights of data subjects, in compliance with GDPR requirements and applicable national law.

Specifically, the Provider undertakes to:

- Guarantee the confidentiality of processed data;
 - Inform the Client in the event of a data breach;
 - Assist the Client in fulfilling their own obligations (rights of access, rectification, erasure, etc.).
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11.3 Data Processing Agreement (DPA)

The conditions, purposes, categories of data, durations, and specific obligations governing the processing of personal data are detailed in **Annex [Number of Annex]: Data Processing Agreement (DPA)**, which forms an integral part of this Agreement.

The Client and the Provider agree to comply fully with all provisions contained in said Annex.