



Terms and conditions & SLA

ASP4Experts

ASP4EXPERTS

Terms and conditions (SaaS) & SLA

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PREAMBLE

In subscribing to a service contract, the Client implicitly and unreservedly accepts the present general conditions. These general conditions take precedence, should any other commercial documents or the general conditions of sale applies to the client contain any different or conflicting clause(s).

The fact that GIT / ASP4EXPERTS (hereafter “the Company”) may not apply any or all of the present general conditions at any given time does not imply that the Company renounces the right to do so later.

GIT / ASP4EXPERTS reserves the right to modify the General Conditions at any time without further formality other than informing the client by an online warning and/or to carry over these modifications into the general conditions online, available on the website.

In case of any ambiguity or conflict between these general conditions and the clauses of any other document published on the Company’s website, the former will prevail.

1 OBJECTIVE

The objective of the present general conditions is to define the terms and conditions under which the client may contract for Services offered by the Company on its website. Except for Articles 2, 6, 7, 8, 13, 14 and 15, these General Conditions will also apply to any products and services that the Company provides free of charge for the information of its prospective customers.

2 CONTRACTUAL DOCUMENTS

The contractual agreement between the parties consists in the following documents:

- these terms and conditions
- the offer issued by the Company’s commercial department and the client’s order
- the Company’s Confirmation of Subscription

3 DEFINITIONS

The words beginning with a capital letter are defined as follows:

The Company	The company GIT
GIT	A limited liability company entered in the commercial register of Geneva in 1981. 24 Rue Le-Royer, 1227 Les Acacias, Geneva, Switzerland
ASP4EXPERTS	The SaaS service proposed & managed by GIT
Technical Partners	GIT SA technical partners hosting or insuring services : <ul style="list-style-type: none"> - GIT-IT SA : daily management of platform technical aspects (OS, network, etc) - Swisscom DCS : supplier of basic infrastructure (virtualization) and network connectivity. These partners are bound by the same confidentiality agreements as GIT SA to its clients.
Website	Means the set of services available through domains <i>asp4experts.ch</i> and <i>git-cloud.ch</i>
Computer Application(s)	Remote access and use by the client of the computer programs hosted on the Company's servers
Data	The client's data generated by using the Computer Applications and stored in the Company's servers
User	Name and password of the client granting him access to his data , and to the Computer Applications hosted by the Company
Services	Means the set of services described in section " Description of Services"
Subscription	The concession granting the nominative, temporary, non-exclusive right to use the Computer Service(s) hosted by the Company.
Confirmation of Subscription	The Company's acceptance of the client's service order.
Service level agreements	Uptime, Servers response time, Problem resolution time, Recovery time backup
Levels of compensation	Compensation paid to the client for breach of level of service

4 DESCRIPTION OF SERVICES

4.1 Main services on offer

The Company's services include:

- making available to the client the Computer Application(s) described in the Confirmation of Subscription, which are hosted by the Company.
- if applicable, up-dating the above-mentioned application(s)
- a disk capacity of 10 giga bytes per client for storing and consulting his Data, it being understood that the Company is entitled to increase this initial disk space provided that such a change is notified to the client one month beforehand. After this period, any storage space in excess of the capacity notified by the Company may be invoiced to the Client according to the Company's standard price lists.
- free of charge access to a telephone help line covering the installation and starting up of the SaaS connection in the client's premises for one month following the Confirmation of Subscription by the Company.

4.2 User modes

The Company and their Technical Partners hereby pledge to optimize the security of access to, as well as the consultation and use of, the client's Data. The client acknowledges that he is solely responsible for the manner in which he uses his own Data, and the Service(s) made available to him by the Company. Data belonging to the client, hosted by GIT / ASP4EXPERTS, are and remain the exclusive property of the client. The client recognizes that he has been informed about the nature of Internet and, in particular, of its technical limitations and of the reaction time required to gain access to, consult, or transfer his personal Data.

The client is responsible for ascertaining that he has the proper computer and telecommunications appliances needed in order to gain access to the Service(s), and for ensuring the security and maintenance of this equipment. The use of third party hardware (such as printers, scanners, etc.) or specificity linked to a third party material (impressions options, scan profiles, etc.) are not the responsibility of GIT / ASP4EXPERTS or of its Technical Partners in case of malfunction or incompatibility with the Services.

The PIN data, provided by GIT / ASP4EXPERTS, enabling the client to justify his identity, and to connect himself to the Service(s) are private and confidential. They will always be requested upon entering the Company's website, and may be modified only upon specific written request (email, regular mail or fax) by the client or a client legal representative. The latter is also personally responsible for the use of these particulars by persons he has nominated and/or authorized in this respect.

Furthermore, in case of the communal use of an "interactive" Computer Application by a third party designated by him, the client vouches for this third party's acceptance of - and compliance with- these General Conditions.

4.3 License modes

The total number of employees managed by WinEUR payroll program is invoiced based on information given by the client at the time of the conclusion of the contract. The situation of the total number of employees managed will be discussed every year with the client and the invoice will be updated accordingly.

4.4 Backing-up data

A back-up including the data for all companies used by the client is produced every day during the maintenance period. Clients using the electronic archiving system also receive a back-up of all PDF files linked to accounting vouchers. All backed-up data is kept for one week (7 days).

5 Service levels

Access to the GIT / ASP4EXPERTS Service is possible 24/24H., 7/7, except in cases of force majeure.

Services provided exclude maintenance operations which are necessary to ensure the good working order of servers, equipment, and programs. Interruptions of such maintenance operations give rise to no indemnities. A maintenance period ensuring the good working order of servers and equipment will be performed every night between 2 and 4 AM (Central European Time).

Exceptional maintenance operations can be set up in addition of daily maintenance periods. These maintenance operations will be announced in advance. GIT / ASP4EXPERTS and its Technical Partners commit to minimizing the frequency and the duration of its interventions and its impact on the Service.

The Services may be interrupted during these maintenance operations. These periods will not be taken into consideration in the service Level.

GIT / ASP4EXPERTS undertakes to engage all means necessary to ensure the quality of services offered to the CLIENT.

Should the agreed service level be breached by fault of GIT / ASP4EXPERTS, penalties in the form of financial indemnities will be paid to the client.

5.1 Service level commitment

5.1.1 Availability

GIT / ASP4EXPERTS undertakes to ensure that its servers are connected and accessible **99.9%** of the time, i.e. that breakdowns outside maintenance periods should not exceed 08 hours and 45 minutes per year.

The availability rate is calculated on the possibility to connect to the Website and the functioning of services enabling to connect to computer applications.

5.1.2 Server response time

GIT/ASP4EXPERTS agrees to provide an exit bandwidth according to CITRIX recommendations for each connection, i.e. 25 Kb per second.

5.1.3 Problem solving time

GIT / ASP4EXPERTS undertakes to solve any problems within 16 hours, provided that these are not caused by a software bug or result from misuse due to the user's deficient technical knowledge (as an option, it is possible to conclude an assistance contract covering the use of one or several software programs).

5.1.4 Back-up restitution time

GIT / ASP4EXPERTS undertakes to reconstitute back-ups within a maximum period of 60 minutes per tranche of 10 Mo.

5.1.5 Indemnity levels

GIT / ASP4EXPERTS agrees to pay indemnities if the SLA is not respected. These indemnities are calculated as follows :

5.2 Indemnity index

5.2.1 Availability

2,5% of the amount invoiced monthly by 60-minutes period of unavailability.

5.2.2 Server response time

2,5% of the amount invoiced monthly by 60-minutes period of inadequate exit bandwidth.

5.2.3 Problem solving time

50% of the amount invoiced monthly if a problem is solved within 16 to 24 H.; 100% beyond that time.

5.2.4 Back-up restitution time

2,5% of the amount invoiced monthly by 60-minutes period of delay.

Whatever happens, the penalties paid by GIT / ASP4EXPERTS will not exceed the amount invoiced to the client on a monthly basis.

6 SUBSCRIPTIONS

- The client may apply for a Subscription to the Company after he has received an offer from its commercial department. The client's order and these general conditions must be initialed, dated and signed before the subscription takes effect.

The Company will confirm its acceptance of any application by post or by facsimile.

- If it is technically impossible to honor the client's Subscription, the Company is entitled to cancel it within 8 days of its confirmation, without prejudice concerning contractual *force majeure* clauses.

The direct or indirect consequences for the client of such a cancellation will not give rise to any indemnity from the Company.

7 TIME LIMIT FOR WITHDRAWAL

The client must send any Subscription withdrawal to the Company by registered mail with an acknowledgement of receipt, or by facsimile within 2 working days of the date of the Subscription.

If the client wishes to exert his right of withdrawal from the contract, the Company agrees to reimburse any amounts it has received, without deductions or expenses within 30 days.

8 DURATION OF SUBSCRIPTIONS

The Company's Service contract is valid indefinitely, with a minimum period of one year which is renewable tacitly, unless a cancellation is received within the allotted time.

9 TERMINATION

Either party may end the Subscription after the initial period of one year by registered letter with an acknowledgement of receipt. The termination will take effect 60 days after the month-end following its receipt.

At the end of the Subscription, the client can request a copy of his Data on a numeric support (USB Key or DVD) at extra cost.

10 COPYRIGHTS AND PATENTS

Services are made available to the client by Subscription. The Service Contract is non-transmissible and non-exclusive; it covers only the client's personal use of the Services and of any part thereof comprising a temporary reproduction right, while the client's equipment is connected, in order to store or to visualize such data on a screen.

GIT / ASP4EXPERTS, their Technical Partners and their suppliers, or their assigns own all intellectual property rights attached to the Services. It is hereby expressly agreed that access to Services does not entitle the client to any rights to the Client, and that these remain the exclusive property of the Company, its suppliers, or their assigns.

The items which appear on the Company's website, such as texts, photographs, pictures, icons, sound effects, videos, software, data bases, and data are also protected under intellectual property, industrial, and other rights held by the Company or its suppliers.

Except for any explicit permission to that effect mentioned in this document, the client is not allowed to reproduce, represent, modify, transmit, publish, or adapt the Services of the Company on any support or by whatever means, without the prior written consent of the Company or of the authors.

The Company reserves the right to change the client's access to the Services, without advance notice providing that the service is not hampered.

11 LEGAL COMPLIANCE AND CURRENT REGULATIONS

While he uses the Services, the client undertakes not to:

- violate intentionally or unintentionally any applicable law or national/international regulation or any other ruling having force of law;
- diffuse, download or transmit through the Company's website any information or data of a violent or pornographic character, or which may be contrary in any way to human dignity;
- diffuse, download or transmit any incitement to commit any crime or breach of law, or any message inciting provocation, discrimination, hatred or violence, falseness or contempt of authority or justice, defamation or injury or violation of privacy;
- transmit through the Company's website or Services, or any other channel or means, any unsolicited items, such as chain letters or messages containing any unwanted publicity (spams);
- diffuse, publish or transmit by electronic mail or by any other means any items containing computer viruses, codes, files, or programs, aiming to interrupt, destroy, damage or limit the functioning of any software, computer or telecommunication device in any way whatsoever;
- hamper or disturb the Services of the Company, or the servers, or the network connected to the aforementioned Services, or refuse to conform to any required conditions, procedures or general rules and regulations which are applicable.

The above list is not exclusive, and any occurrence of this nature rightfully entitles the Company to close the client's account and to ban him from using its Services.

GIT / ASP4EXPERTS and their Technical Partners commit to respect European legal requirements governing general data protection regulation (GDPR)

GIT / ASP4EXPERTS provides the client with the necessary support to comply European legal requirements governing general data protection regulation (GDPR), in relation the Service usage.

For any request concerning confidentiality policy or current regulations, please send an email to protectiondesdonnees@git.ch

12 PERSONAL INFORMATION

The client acknowledges that it is its responsibility to undertake the formalities to the appropriate authority and that he is solely responsible for the processing of personal data related to private persons even though these data are hosted on GIT / ASP4EXPERTS Service.

The Company / ASP4EXPERTS Website and Service produce raw statistics concerning browsing and usage. This information enables to detect the subjects of particular interest to clients, and to optimize servers according to the traffic. These statistics include the IP (internet protocol) address supplied by the client's service provider, the identification of his computer, the SaaS user, the class of browser being used, the time of login and logout, data related to computer applications access such as the name of the software, the company and the type of operation. The client has been advised that these statistics serve only to improve the Company's knowledge of its customers' operating requirements and for maintenance purposes.

The Company / ASP4EXPERTS keeps during 12 months these information confidentially and undertakes not to divulge it to third parties other than its Technical Partners. However, the Company /ASP4EXPERTS reserves the right to communicate general anonymous statistical analysis.

13 DATA

The customer's Data hosted by the Company is, and remains, the client's exclusive property. At any time, the client can request a copy of its data. The service will be charged by GIT / ASP4EXPERT according to the time spent for data transfer, based on an hourly rate of CHF. 210 (VAT excluded).

The Company and their Technical Partners undertake to implement all appropriate means and technical measures enabling to ensure data continuity and confidentiality and, except for technical requirements such as maintenance operations, quality control or backup, not to make any copy of Data or any use other than those provided for the execution of present General Conditions. There is an implicit access agreement for all operations restricting to Service and Service security maintaining.

When GIT / ASP4EXPERTS, GIT's maintenance technicians or Technical Partners are accessing data for technical or maintenance operations, a tracking of actions is performed.

The Services provided, as well as the Data, are stored in Switzerland.

Should the Subscription be terminated for any reason whatsoever, the Company undertakes to erase and delete from its systems all Data belonging to the client within 3 months from the termination date.

The client is solely responsible to request a copy of its Data. The service will be charged by GIT / ASP4EXPERT according to the time spent for data transfer, based on an hourly rate of CHF. 210 (VAT excluded).

At any time, the client can explicitly request to partially or completely delete its Data and this operation will be made within 8 days.

The final and definitive Data deletion will be effective only when the oldest backup set having contained data has expired.

14 PRICE

The Subscription price is quoted in Swiss Francs (CHF) and includes any sales tax.

Any other charges relating to the connection, the use of the product, the relevant equipment, and any necessary authorizations, are borne by the client.

Subscription charges are invoiced by the Company at the rate prevailing on the date of receipt of the client's application for services. This rate only concerns that particular application.

15 TRANSFER OF LICENSE

If the contract includes a transfer or takeover of previously acquired software license, the client agrees to stop using this license. Furthermore, the Company is entitled to prevent access to it. Should the client wish to consult all his historical Data, these must be transferred to the SaaS server at additional cost.

16 PAYMENT

The accepted payment terms and conditions are described in our invoice(s).

Should payment not be received within 45 days of the invoice date, the Company is entitled to disable or terminate the Subscription and to take any further action it considers necessary.

17 GUARANTEE

Neither the Company nor their Technical Partners nor their suppliers or their assigns shall be liable for any foreseeable or unforeseen damages resulting directly or indirectly from the use of the Company's Services or from the complete or temporary unavailability of the Company's Services, such as loss of Data, turnover or income.

In any case, the Company's total liability shall not exceed the total amount received in payment for the Service Subscription. Should the client also have contracted for any other support or maintenance services, the Company's responsibility concerning these shall also be limited to whatever amounts have been received in payment thereof during the current year or, if applicable, the 12 months preceding the supply of such support or maintenance services.

The Company does not guarantee that its Services will be devoid of any anomalies or errors, or that the latter will be corrected, or that its Services will function without any interruptions or breakdowns, or that its Services are compatible with any particular equipment or configurations which have not been expressly vetted by the Company.

In no case will the Company, their Technical Partners or their suppliers or their assigns be liable for any malfunction due to third-party software, whether this is incorporated in, or delivered with, its Services, or not.

The only obligation of the Company and/or of their Technical Partners and/or of their suppliers and/or of their assigns under this guarantee is, as they see fit, to a) engage every effort within reason in order to correct or replace any item that does not conform to the type of Services contracted for, or b) to reimburse the cost of the Subscription to the client, and to terminate the service contract.

THE PRESENT GUARANTEE IS LIMITED; IT IS THE ONLY ONE GIVEN BY THE COMPANY, THEIR TECHNICAL PARTNERS, THEIR SUPPLIERS AND THEIR ASSIGNS IN CONNECTION WITH THE SERVICES SUPPLIED UNDER THESE GENERAL CONDITIONS.

THE COMPANY, THEIR TECHNICAL PARTNERS, THEIR SUPPLIERS AND THEIR ASSIGNS HEREBY EXCLUDE ANY OTHER GUARANTEE OF ANY KIND, EXPLICIT OR NOT, STATUTORY OR OF ANY OTHER TYPE, AND, IN PARTICULAR, ANY GUARANTEE REGARDING THE NON-COUNTERFEIT NATURE OF THE COMPUTER APPLICATIONS OR THEIR SUITABILITY FOR ANY PARTICULAR OR COMMERCIAL USE.

18 EVIDENCE

Notwithstanding any legal prescriptions requiring that legal evidence has to be written by hand or signed manually, the client undertakes not to contest the enforceability or the validity of documents issued electronically, or which are stored on an electronic support, by the Company and which are produced in the frame of any litigation or legal action. Such documents shall therefore be considered receivable, valid and binding by all parties although they do not respect the usual written form.

19 JURISDICTION

These general conditions are governed by Swiss law. In case of litigation, the French version is binding. The legal jurisdiction is in Geneva, Switzerland.

Last review of terms and conditions: 23 May 2018, version 3.0