



General terms and conditions  
Support



A WS Interactive service  
15, Quai Lombard  
31000 TOULOUSE  
Web : [www.automne.ws](http://www.automne.ws)

## Article 1 - Scope

The present terms and conditions apply without reservation or restriction for Automne software version 4, edited by WS Interactive, web agency, where headquarters are located at 15 quai Lucien Lombard 31000 Toulouse, registered under the number B 413 983 420 of the Toulouse Trade Register.

The terms and conditions are available at any moment on the site [www.automne.ws](http://www.automne.ws) and will prevail over all other contradictory version or document if necessary. The provider reserves the right to change the terms and conditions at any moment.

The objective of this document is to set the service conditions referring to Automne version 4 content management system.

## Glossary

- **Client** : The subscriber, moral or natural person who subscribed to a support plan proposed by the provider.
- **Security defect** : Defect non referenced in Automne software, 4th version, putting in jeopardy the sites private access. Interventions on security defect have priority on other kinds of defects, according to their urgency level.
- **Intervention Time Guarantee - ITG** : Delay guaranteed by the provider to clients, to start the technical intervention necessary to resolve the problem.
- **Response Time Guarantee - RTG** : Delay guaranteed by the provider to the client, to acknowledge receipt of its request and to estimate the time needed to resolve the problem.
- **HD** : High Disponibility.
- **Remote control** : Gives provider direct intervention on the interested server from a distance, with the assistance of specific tools (SSH, Terminal Server, ...)
- **Code examination** : Technical revision of the product code made by the client, to validate its accordance with development standard, used in Automne 4. Code examination is realised by Automne in-house experts.
- **Performance revue** : Technical revision of the product code by the client to optimise software and system results.

## Article 2 - Nature of services

### 1. Technical Support

Consideration, analysis and correction of possible blocking and repeatable incidents, duly reported and documented by the client, via the support platform made available by the provider. The offer does not include on-site intervention.

Support covers isolated problems encountered during the production of projects based on Automne 4. These conditions are not applicable to the community forum use. The provider is not responsible for information present on the community forum.


### 2. Support plans

Support plans coincide with the level chosen by the client, regarding the offer. The service done by the provider varies according to the plan terms that the client has chosen. START, Expert, HD, HD Premium.



### 3. Expert Services

This is included in all the support plans, except the START plan.

PLAN				
Prise en main à distance	--	oui	oui	oui
Revue de Performance	--	--	oui	oui
Revue de Code	--	--	oui	oui

## Article 3 - Technical modalities

### 1. Support hours

**Support plans START - EXPERT - HD :**

Monday to Thursday: from 9:00am to 12:30 / 2:00pm to 5:30pm.

Friday: 9:00am to 12:30 / 2:00pm to 4:30pm.

Paris time zone (GMT+1).

Except French holidays.

**Support plan HD Premium :**

Monday to Saturday: 8:30am to 8:00pm.

Paris time zone (GMT+1).

Except French holidays.

### 2. Means of communication

Communication with the provider is available to the client via:

- Web,
- Email,
- Telephone,
- Direct lin (HD Premium only).

### 3. Support plate-forme / ticket management

Provider interventions making part of backing must be submitted via a ticket, on the online support platform, at the address: [www.automne.ws](http://www.automne.ws). A ticket must be creation to start an intervention.

PLAN	 START	 EXPERT	 HD	 HD PREMIUM
Tickets	5	10	30	60

Each ticket applies to a specific and isolated problem. The resolution of a problem with a ticket corresponds to an estimated time of 1 hour. Several tickets may be used for any interventions longer than 1 hour.

The submission of the problem will be done by the client via the support platform made available by the provider, and must specify the following required elements:

- Technical description of the problem
- Error messages during the problem incidence
- Reproducibility
- Technical environment and server configuration details.

### 4. Ticket urgency

For priority reasons and response time, there are 4 urgency levels:

**a. Critical urgency:**

- Major security defect
- Client production system is down
- Client operations are harshly damaged.

**b. High urgency:**

- Important security defect
- Client production server functions, but there is a problem causing disconnection of business operations
- Workarounds do not exists or are insufficient.

**c. Medium urgency:**

Client system is operational and the problem impact on the client business operations is moderate.

**d. Low urgency:**





The encountered problem is a minor complication and does not present any threat to business operations.

**WS Interactive reserves the right to define the ticket urgency degree.**

## 5. Response Time Guarantee or RTG

PLAN	 START	 EXPERT	 HD	 HD PREMIUM
GTR	1 day max	2 days max	4 hours max	2 hours max

## 6. Intervention Time Guarantee or ITG

PLAN	 START	 EXPERT	 HD	 HD PREMIUM
GTI	--	--	2 days	1 day

**Response time guarantee is not a time guarantee of problem resolution.**

## 7. Problem identification

The provider guarantees the problem identification but not its resolution if it is not directly linked to Automne 4.

When the source of the problem is an identified bug of Automne 4, the provider commits himself to offer the client a remedial patch, on delay as short as possible. In this case, the provider will not count any ticket. The provider reserves the right to attest that it actually is an identified bug of Automne 4.

If the estimate time of intervention on a problem exceeds 1 hour, the provider will suggest to the client a rate of tickets necessary to the problem resolution. Intervention will start once the rate will be validated by the client.



## 8. Number of projects

It is the number of projects the client has with Automne 4. Each internet, intranet or extranet site using Automne 4, is a project whether it is on one or several servers.

PLAN				
Projects	1	3	10	Unlimited

## Article 4 - Financial modalities

### 1. Service prices

PLAN				
Subscription	3 months	Annual	Annual	Annual
Additional Tickets	--	10 = + 740 €	10 = + 890 €	10 = + 1140 €
Price (VAT not included)	240 €	740 €	2 990 €	8 990 €

### 2. Payment means

Payment is made with a one-time deposit sent to WS Interactive, 15 quai Lucien Lombard 31000 TOULOUSE.

- By cheque to the order of WS Interactive,
- By wire transfer to the WS Interactive bank account indicated on the invoice.

## Article 5 - Subscription

Support plan subscriptions take effect once the provider receives full payment. EXPERT, HD, HD Premium support plan subscriptions are set up for an initial duration of 1 year (12 month). START support plan subscriptions are set up for 3 months.

Inscription is done via internet at [www.automne.ws](http://www.automne.ws). Validation your inscription form assumes acceptance of our support terms and conditions.

## Article 6 - Renewal

All support plan subscriptions can be renewed for an equivalent period proposed by the provider, and after client validation. START support plan subscriptions are not renewable.

## Article 7 - Cancellation

Subscribing to a support plan, the client engages for a 12 month period. No reimbursements will be processed by the provider should the client cancel his subscription before the end of the 12 month period.

The provider can ask the client for cancellation by mutual consent, in case he meets unpredictable difficulties, during service execution, in which solutions needed to maintain support are out of proportion with the contract amount.

Support plan subscriptions can be cancelled in case of war, disaster or accidental causes putting in jeopardy the correct execution of present conditions. These conditions can be suspended for the remaining period.

## Article 8 - Responsibilities

The provider cannot be declared responsible by any means for software, material, immaterial or corporate damages, whatever their nature, resulting from the support service intervention, except if the client established a causality link between alleged damage and an intentional fault of the provider.

During the support service intervention carried out by the provider, client is the guardian of material, software and data. Hosting services, backup copies and data retrieval are not included in the support offer.

Therefore, the client assumes responsibility to take all security measures and put in place all proceedings useful to this, before any support service intervention, making all security copies needed.

The client assumes responsibility to convey the provider all information concerning support service intervention constraints.

When tests are finished, client has to provide all programs and/or files needed, and will not hold reliable provider responsibility in case of part or total loss of those programs and/or files.

In any case, the provider cannot be declared responsible for financial, commercial or other damage, directly or indirectly caused by provided services.

## Article 9 - Confidentiality

Each parties engage themselves to carry out appropriate ways to keep absolute secret about information and documents assigned as confidential, by the other party, and which they had access during the services execution. Each party engages themselves to enforce this obligation by their colleagues.

All confidential information exchanges will be done on paper and signed by the party who will receive confidential information.

Confidentiality obligation will continue for 2 years after support services subscription expiration. It will become obsolete if the information falls in public domain, a part from any intervention by the party who will have received the information.

## Article 10 - Litigation

In case of dispute resulting from the interpretation or execution of the present conditions, each party engages to reach a solution by mutual consent. Any dispute will be an exclusive matter for Toulouse Court (France).