

## General Terms and Conditions of Sale

### 1. DEFINITIONS

In these Terms and Conditions of Sale (the "Terms"), "Seller" means Archigene; "Buyer" means the institution, company or corporation by whom the order is given.

These Terms comprise the agreement between the Seller and the Buyer for the purchase of the access to the Archigene platform for the duration set out in the purchase order accepted by Archigene or in the invoice issued by Archigene following an online purchase on the Archigene website. When accompanying a quote submitted by the Seller to the Buyer, the Terms constitute an integral part of the commercial sales offer expressed by such quote. Except for any formal written offer duly signed by the Seller, the Terms take precedence over any verbal or written communication by the Seller or by the Buyer, regardless of when or how such verbal or written communication took place, and to the exclusion of any other contracts, general terms of purchase or written or verbal agreements.

These Terms may be changed by Archigene from time to time, however changes detrimental to the Buyer may only be changed at the expiry of the Buyer's subscription for access to the services. All other provisions may be changed immediately upon notice. Continued use of the services by the Buyer constitutes acceptance of the change, including any increases in price.

### 2. PURCHASE ORDERS

All orders must be in writing and are accepted subject to these Terms. A valid Purchase Order must mention the service reference, as well as the agreed sale price as per Article 3 below and payment terms as per Article 6 below for the order. All sales are final once accepted by Archigene. A direct online payment on the Archigene website is accepted as a purchase order.

Except as agreed otherwise in writing, by submitting a Purchase Order to the Seller, the Buyer acknowledges that they have read and understood, agree to, and will abide by all the terms and conditions of the related quote and of these Terms.

Purchases and orders shall be governed by the following documents (in a decreasing priority order): quote issued by Archigene and the present Terms.

### 3. VALIDITY OF QUOTATION AND PRICES

Services are quoted in the indicated currency with prices applicable at the time the quote is issued. Following the expiration of a quote, the Seller reserves the right to adjust the price. Except as agreed to explicitly in writing by the Seller, any price indicated on a quote is valid for up to 60 days following the issue date. Except as agreed to explicitly in writing by the Seller, all quoted prices are net prices exclusive of any applicable taxes, including national and local sales, use, excise or value added taxes, withholding taxes or similar charges imposed by any governmental entity. The Buyer shall pay all such taxes, expenses or charges, including bank charges without reduction in the purchase price charged by Archigene.

### 4. ACCESS TO SERVICES

The availability of the purchased access to the Archigene platform is made by means of electronic confirmation sent by the Seller.

Only the Buyer's employees authorised by both the Buyer and the Seller shall be entitled to access and use the services and platform ("Authorised Users").

The Buyer must ensure that each person having access to the services and platform:

- a) is an Authorised User; and
- b) is using those services and platform only in accordance with these Terms and the Terms of Use. The Buyer shall be responsible for use of the services and platform by Authorised Users.

### 5. INVOICING

An invoice will be generated by the Seller and delivered to the Buyer following the availability confirmation, as described above. In case of direct online purchase on the Archigene Website, the invoice will be issued automatically.

The Buyer accepts invoices to be issued electronically.

### 6. PAYMENT TERMS

Payment shall be made: (a) in full without set-off, counterclaim or withholding of any kind; and (b) in the currency of Seller's invoice within thirty days of date of invoice unless otherwise specified by Seller's Finance Department.

In the case of late payment, the Seller may suspend access to the platform (without prejudice with regards to any other actions). Access will be promptly restored following reception of payment. Any amounts remaining unpaid following the due date of an invoice shall result in penalties of 3 times the French legal interest rate in effect at the time as well as a one-time collection fee of €40 as of the day following the due date.

## 7. INTELLECTUAL PROPERTY RIGHTS

All right, title, and interest (including all copyrights and other intellectual property rights) in the services belong to Archigene or its third-party suppliers. The Buyer acquires no ownership of copyright or other intellectual property rights or proprietary interest in the services, platform or copies thereof.

The Buyer may not use the services or platform in any fashion that infringes the copyright or proprietary interests therein. The Buyer may not remove or obscure the copyright notice or other notices contained in materials retrieved from the services or platform.

## 8. LIABILITY

The services are provided on an "as is", "as available" basis and Archigene excludes all representations, warranties or guarantees, whether express or implied, by statute, trade or otherwise, including without limitation that the services and the platform are or will be complete or free from errors.

Archigene shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from:

- a) any errors in or omissions from the services or platform or any materials available or not included therein,
- b) the unavailability or interruption to the supply of the services or access to the platform,
- c) Buyer's use or misuse of the services or materials,
- d) Buyer's use of any equipment in connection with the services or platform,
- e) the content of materials made accessed thanks to the platform,

To the maximum extent permitted by law, the aggregate liability of the Seller whether for breach of this agreement or in tort (including negligence) or for any other statutory cause of action shall not exceed the lesser of the Buyer's actual direct damages or the amount the Buyer paid for the services in the twelve month period immediately preceding the date the claim arose. The Buyer's right to monetary damages in that amount shall be in lieu of all other remedies which the Buyer may have against the Seller.

The Seller shall not be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, loss of profits, contracts, business, revenue, goodwill, anticipated savings, business information or data) in any way due to, resulting from, or arising in connection with the services or materials made available through the platform.

## 9. CREDENTIALS

The Seller may use the Buyer's name and logo: (i) in a general listing of users of its products and services on its website; and (ii) as reasonably necessary to perform any services.

## 10. DATA PROTECTION

In connection with the use of its services and in particular the services available on its platform, the Seller, as data controller, may collect and process personal data concerning the Buyer.

The Seller is committed to respecting the privacy rules of its customers, prospects and visitors of its website. All the processing of personal data implemented within the framework of accessible services complies with the local regulations applicable to the protection of personal data, and in particular the provisions of the French Data Protection Act of 6 January 1978 as amended and the General Data Protection Regulation (EU Regulation 2016/679) or "GDPR".

The Seller is responsible for the processing of the Buyer's personal data as part of these filing systems. The respective responsibilities for compliance with the rules on the protection of personal data have been determined by agreement.

In order to ensure the proper application of these rules, the Seller has appointed a Data Protection Officer who is the privileged intermediary of the French Data Protection Authority (CNIL): [contact@archigene.com](mailto:contact@archigene.com)  
For more details about our privacy policy: [https://www.archigene.com/fr/legal\\_mention](https://www.archigene.com/fr/legal_mention)

## 11. APPLICABLE LAW AND JURISDICTION

The Terms are governed in their entirety by French law exclusive of those laws relating to choice of law. Any dispute arising from the interpretation or application of this Agreement shall be subject to the jurisdiction of the Rouen courts, France.

## 12. FORCE MAJEURE

The Seller cannot be held liable for failure to fulfil one of its commitments to the Buyer, if this failure is due to a case of force majeure such as war, strike (in-house or at one of its service providers), lock-out, accident, fire, ice, flood, bad weather, interruption or suspension of means of communication and/or transport, blockade, blockage of exports, prohibited import or export, cessation of production or delivery, regulatory decision of an administrative supervisory body, etc.

In this situation, the Seller shall inform the Buyer of this impossibility and the measures taken to remedy it.