

SAAS “SOFTWARE AS A SERVICE” GENERAL TERMS AND CONDITIONS

Effective Date: **December 1st, 2025**

These SaaS “Software as a Service” general terms and conditions (hereinafter the “**GTC**”) are made by and between MOLECULAR SIMULATION FOR ALL, a company duly organized and existing under the laws of France, registered under No. 980 087 845, having its principal office at Le LAB’O Village By CA, 1 avenue du Champ de Mars, 45100 ORLEANS (France) (hereinafter referred to as “**MS4ALL**”) and any Client (as defined below) subscribing an access to the Platform (as defined below).

The Client acknowledges and expressly agrees that MS4ALL is a SaaS provider, providing simulation software tools to the Client, without any knowledge, expertise and/or control over the activity of the Client.

The Client represents and warrants being an acknowledged and competent professional in its field of activity, with all necessary skills and expertise to use with due diligence and care the Platform.

The Client expressly acknowledges and declares that before subscribing to the Platform, it has read and understood the following provisions. By subscribing to the Platform, the Client is deemed to having read and understood these GTC and agreeing without any reserve to their terms. The Client declares that it concludes this Agreement in its name, on its behalf and for its professional needs.

ARTICLE 1. DEFINITIONS

In this GTC, in addition to the terms defined in the Quote, the following capitalized terms shall have the following meaning:

- (i) **Account**: refers to the Authorized User’s individual account on the Platform, which enables access to the features of the Platform, including the ability to upload Client Data, submit Requests, visualize and/or export the Results of such Requests.
- (ii) **Agreement**: refers to these SaaS “Software as a Service” general terms and conditions and their annexes, together with the Quote, and any possible addendum to them.
- (iii) **Authorized Site**: refers to the location where the subscription to the Platform is placed and access to the Platform is granted by MS4ALL, as expressly referred to in the Quote. Any access and/or use of the Platform outside the Authorized Site is strictly forbidden.
- (iv) **Authorized User**: refers to the natural person (employees or third-party contractors of the Client) who benefits from the services provided by the Platform granted to the Client and who are individually and namely authorized by the Client to use all or part of the Platform on the Authorized Site, in accordance with the terms of these GTC, in particular as regards confidentiality and conditions of use.
- (v) **Client**: refers to the professional, whether a natural person or legal entity, identified as a client of MS4ALL in the Quote, accessing and using the Platform on the Authorized Site, in accordance with these GTC.
- (vi) **Credit**: refers to a unit purchased by the Client under this Agreement to fund the Credit balance of the Accounts, enabling Authorized Users, through their Account, to submit and activate Requests on the Platform.
- (vii) **Quote**: to the document signed between the Parties, describing the terms and conditions of the provision of the Platform and as the case may be additional services, subscribed by the Client, the technical, operational and pricing terms, agreed between the Parties.
- (viii) **Data**: refers to any type of information, data, content or other materials processed through the Platform. Data includes Client Data, MS4ALL Data, Training Data and Generated Data.
 - a. **Client Data**: refers to Data belonging to the Client, that are provided, uploaded, or otherwise transmitted by an Authorized User to the Platform for execution of a Request.
 - b. **MS4ALL Data**: refers to all Data (including materials, datasets, molecules, analytical processes, or other information Data (including molecules, simulations, analysis processes, and other experimental data) owned by MS4ALL or by third parties that have authorized MS4ALL to use such data, already available on the Platform and used for the Requests issued by an Authorized User.

- c. **Training Data:** refers to the Data used to train, improve, or otherwise optimize MS4ALL AI Model. For the avoidance of doubt, Client Data shall not be considered Training Data unless the Client expressly authorizes such use in writing, pursuant to Section 4.2 below.
- d. **Generated Data:** refers to Data, analyses, outputs, insights, or other materials produced, inferred or generated by the Platform.
- (ix) **Intellectual Property Rights:** refers to any rights related to intellectual works including copyright, author's rights, know-how – whether patentable or not, rights on patents, trademarks, designs, models, software, databases, domain names, as well as any intellectual property right, worldwide, previously or subsequently filed or registered.
- (x) **MS4ALL AI Model:** refers to the AI system, including all algorithms, models, machine-learning architectures, statistical methods, workflows, and computational components developed by MS4ALL and operating on the Platform to process Data, perform the simulations, and generate analytical outputs. The AI Model includes, without limitation, all underlying model weights, parameters, embeddings, Training Data, fine-tuned variants, and derivative improvements, whether developed prior to or during the term of this Agreement.
- (xi) **Party/Parties:** refers individually or collectively to the Client and/or MS4ALL.
- (xii) **Platform:** refers to the cloud-based platform developed and published by MS4ALL, that enables the virtual creation of new materials, the simulation of surface treatments, or the prediction of molecular degradation in the environment, provided to the Client pursuant to the terms of this Agreement.
- (xiii) **Request:** refers to the request for simulation and analysis, issued by an Authorized User on the Platform.
- (xiv) **Results:** refers to the Generated Data resulting from the simulation realized by processing the Data, as available on the Account for visualization and/or export.

ARTICLE 2. LICENSE GRANT

2.1. Scope of the License granted

All rights, titles and interests related to (i) the Platform, its documentation, names, distinctive signs and logos and (ii) MS4ALL AI Model, including the Training Data, any updates, improvements, or enhancements thereto, and all associated Intellectual Property Rights, are and remain the exclusive property of MS4ALL. This Agreement does not confer on the Client any right or interest on them, but only a limited right to access and use the Platform under the conditions set out below.

Subject to the payment of all due fees, MS4ALL grants to the Client, for the term of this Agreement, a non-exclusive, non-assignable, non-transferable, non-sublicensable license to access and use the Platform and obtain Results, such access and use being expressly limited to the Authorized Users (the “**License**”). This License is strictly personal, and the Client may not assign, transfer or delegate the rights or obligations which it holds under the license without the prior written agreement of MS4ALL. The License is limited to access and use of the Platform on the Authorized Site, as referred to in the Quote.

The Client expressly refrains from, neither shall the Client allow an Authorized User or a third-party (e.g. its clients) to do the following, without the prior written consent of MS4ALL:

- Accessing and/or using the Platform outside the Authorized Site;
- Trying to or download all or part of the Platform, MS4ALL AI Model and/or MS4ALL Data onto its servers or exporting or merging it with other software applications;
- Practicing reverse engineering, decompiling or disassembling whole or part of the Platform, its features and/or MS4ALL AI Model;
- Modifying, altering, adapting or making any change whatsoever to the presentation and content of the Platform, computer program(s) and software solution(s), trademark, trade name, logos etc., placed on the Platform, its presentation, or removing the identification and ownership wording of the Platform, including the names of the contributors;
- Performing any reproduction, translation, adaptation or arrangement of all or part of the Platform and/or MS4ALL Data;
- Rent, sublicense, sell or transfer the Platform to a third party or allow a third party to access and use all or part of the Platform without the prior written consent of MS4ALL.

If the Client plans to use the Platform for other purposes than those provided for in this Agreement specifically entered into with the Client, the Client shall inform MS4ALL in writing. MS4ALL may, at its sole discretion, refuse or authorize this use according to terms and conditions that it shall define.

2.2. Client's obligations

The Client is the sole expert of its activity and has the sole and exclusive control, direction and responsibility over the use of the Platform by the Authorized Users.

Operational decision making (what decision and how the decision is taken) remains the sole and exclusive responsibility of the Client, which shall instruct the Authorized Users to make all necessary verifications and tests on the Data before taking any decision.

The Client commits in good faith to:

- Comply with the stipulations of the subscribed License and, more generally, adhere to all the stipulations in this Agreement;
- Cooperate with MS4ALL, by appointing qualified staff who may also act as points of contact with MS4ALL;
- Strictly apply the instructions given by MS4ALL for the proper use of the Platform;
- Pay the fees for the License;

The Client shall consequently be liable, although this list is not restrictive, for:

- The implementation and maintenance of all effective security measures intended to protect its infrastructure, Data and systems (whether hosted on the Platform or outside the Platform), equipment, application packages, applications and passwords against all virus and intrusions, accidental or unlawful access, use, hacking, phishing, spamming and/or other kind of misappropriation or diversion;
- The errors committed in using the Platform;
- The use of the authentication resources allowing access to and use of the Platform; and
- The regular export and back-up of the Data processed through the Platform.

2.3. Authorized Users

It is expressly agreed between the Parties that, bearing in mind the nature and purpose of the Platform, the Client shall authorize the access and use of the Platform only to those Authorized Users:

- Whose work location is on the Authorized Site,
- acting in their capacity of professionals,
- with strict confidentiality and loyalty obligations towards the Client,
- having all due and necessary skills, knowledge and expertise to use the Platform properly, in accordance with all regulations, industry standards and state of the art applicable to the Client's field of activity, and to process the Data and take all decisions regarding the Data with all professional judgment and all due diligence and care required, in a manner that will constantly and systematically be consistent with applicable professional and industry standards and in conformance with the international and national legislation applicable to the Client's activity.

It is the responsibility of the Client to ensure that no unauthorized person has access to the Platform.

2.4. Restrictions of use

It is strictly prohibited to:

- Give access to the Platform for the benefit of a third party located in a country under international restrictions, sanctions and/or embargo;
- Give access and/or use the Platform for the benefit of a third party that has been determined to present security risks by countries regulations and/or whose names are contained in lists published by various government entities (e.g. in the EU, the USA or Canada) and to which exports are prohibited;
- Cause interference with the Platform, or access the Platform using a method other than the one instructed by MS4ALL, given to them to undertake illegal, discriminatory or fraudulent actions, or actions impairing the rights or security of third parties;
- Access and use the Platform for illegal purposes, including, without limitation, public order offence nuclear, chemical, biological weapons, acts of terrorism;
- Assist and/or encourage, in any form and in any manner whatsoever, with or to one or more of the above-described acts;
- And, in general, do all practices involving misuse of the Platform, for purposes other than those for which the Platform has been designed and published.

If the Platform is used by an Authorized User in a manner not in accordance with these GTC, or more generally in the event of a breach of the applicable laws and regulations, MS4ALL reserves the right to suspend or to terminate, as of right, without prior formal notice, notice period or compensation, this Agreement. MS4ALL shall be able to

apply this suspension or termination without prejudice for all other rights, actions and remedies which it may have for the purpose of compensating any loss which it may have suffered because of those breaches.

2.5. Indemnification

The Client shall indemnify and hold harmless MS4ALL, its officers, directors, employees, agents, successors and assigns, from and against any and all losses, demands, claims, liabilities, damages, fines, costs and expenses (including court costs and reasonable attorneys' fees and expenses) arising out of or resulting from (a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the wilful, fraudulent or negligent acts or omissions of the Client or Authorized Users in connection with the use of the Platform, and/or more generally this Agreement; and/or (b) Client's breach of any representation, warranty or obligation under these GTC, except to the extent such losses are determined to have resulted solely from the gross negligence or intentional misconduct of MS4ALL seeking indemnity hereunder.

ARTICLE 3. ACCESS TO THE PLATFORM

Access to the Platform requires the creation of an individual Account by Authorized User. The Authorized User is invited to request for account creation to MS4ALL, through the dedicated form available on the Platform or from its Google or Microsoft professional account. If the Authorized User is linked to the Client, through his/her professional email address, MS4ALL will accept the creation of his/her Account, by sending a dedicated link for connection to the email address provided in the form. MS4ALL reserves the right to refuse any creation of Account, without having to justify its decision, which is expressly acknowledged by the Client.

The Authorized User will be invited to select a password, which with his/her professional email address, will form his/her login credentials.

The Authorized User agrees to provide and maintain accurate, current, and complete information about him/herself. Under no circumstances shall MS4ALL be held liable for any delay or inability to access the Platform resulting from incorrect or incomplete information provided by the Authorized User when requesting the creation of an Account.

The Authorized User's login credentials (username and password) are personal and strictly confidential. They must be kept secured, and the Authorized User is prevented from disclosing them to any third party for any reason, in any manner, or in any form whatsoever. In the event of loss, forgetfulness, or theft of authentication elements, the Authorized User must change his/her password as soon as possible by clicking on the "Forgot Password" button located under the login form. The Authorized User will then be prompted to create a new password.

Under no circumstances shall MS4ALL be liable for the loss, theft, or forgetfulness of the Authorized User's credentials or for their fraudulent use. Authorized Users are solely responsible for access to and use of the Platform with their authentication elements.

ARTICLE 4. DATA PROCESSING – MS4ALL AI MODEL

4.1. Requests for simulation

Requests shall be submitted through the Platform directly from the Account. Requests may be initiated either (a) by using MS4ALL Data already made available on the Platform or (b) by uploading and incorporating Client Data.

Submitting a Request requires a sufficient balance of Credits in the Account. The conditions applicable to the purchase and refill of Credits are set forth in Section 7.2 below.

Credits shall be debited only upon availability of the Results generated by the simulation, on the Account. If a Request cannot be processed or if the simulation fails due to a technical issue attributable to the Platform or MS4ALL AI Model, no Credit shall be debited. If Credits were debited in error, MS4ALL will promptly re-credit the Account with the corresponding amount. MS4ALL shall have no obligation to re-credit the Account where a Request fails due to incorrect, incomplete, or incompatible Client Data provided by an Authorized User.

The Results shall be accessible directly from the Account and may be exported by the Authorized User. The Authorized User is solely responsible for storing and safeguarding any exported Results.

The Client acknowledges that the Results are generated by an artificial intelligence system and may contain inaccuracies, errors, omissions, or incomplete interpretations of the underlying Data. MS4ALL makes no representation or warranty, express or implied, that the Results will be accurate, complete, reliable, error-free, or fit for any particular purpose. Results are provided solely as informational outputs generated by an automated system and do not constitute professional advice. The Authorized User and the Client remain solely responsible for verifying the suitability, accuracy, and relevance of any Result before making any decision, as further stated in Section 2.2 above. The Client acknowledges and agrees to use the Results with the level of care, diligence and professional judgment required from a professional in its field of activity, in accordance with Section 2.2 above.

4.2. Conditions of use of Client Data in the AI Model

MS4ALL will not use any Client Data to train, retrain, fine-tune, or otherwise improve MS4ALL AI Model (collectively, “**Training Activities**”). Client Data will be used solely for generating the Results in response to a Request. Client Data is not incorporated into MS4ALL AI Model, does not enrich or modify MS4ALL AI Model in any manner, and does not affect its training set, architecture, or parameters.

Notwithstanding the foregoing, the Client may authorize MS4ALL to use Client Data for Training Activities. Such authorization must be granted by the Client in writing. Only the Client Data expressly identified in such written authorization shall be deemed incorporated into the definition of “Training Data”. To the extent the Client authorizes such use, the Client grants MS4ALL a non-exclusive, worldwide, royalty-free, irrevocable, sublicensable license to use such authorized Training Data for Training Activities. MS4ALL shall then own all rights, title, and interest in and to any improvements, enhancements, or modifications to MS4ALL AI Model resulting from the use of such Training Data.

4.3. Ownership of the Data and Results

MS4ALL Data shall remain the sole and exclusive property of MS4ALL. Any Results generated by the Platform using MS4ALL Data, as well as any Generated Data derived from MS4ALL Data, shall likewise remain the exclusive property of MS4ALL. This Agreement does not confer on the Client any right or interest on such Results and Generated Data, except a right to use them for its professional activity exclusively.

Client Data shall remain the sole and exclusive property of the Client. Any Results generated by the Platform using Client Data, as well as any Generated Data derived from Client Data, shall remain the exclusive property of the Client.

Notwithstanding anything to the contrary in this Agreement, any Training Data shall remain the sole and exclusive property of MS4ALL. Client Data shall not constitute Training Data unless expressly authorized by the Client in accordance with this Agreement.

ARTICLE 5. HOSTING AND SECURITY OF THE PLATFORM

The Platform is made available to the Client and Authorized Users on SaaS mode (software as a Service), on the servers provided to MS4ALL by a professional hosting provider. MS4ALL will use its commercially reasonable efforts to ensure, to the extent possible, the proper operation and availability of the Platform (within the limits of the commitments made by the hosting provider), as well as its accessibility 24 hours a day, 7 days a week, subject to the occurrence of a force majeure event or any event beyond MS4ALL’s control, and except for interruptions, suspensions or limitations required for maintenance and/or updates necessary for the proper functioning of the Platform and/or for other technical or legal reasons. The Client expressly acknowledges that such suspensions, interruptions or limitations may occur at any time without prior notice and shall not give rise to any liability towards MS4ALL and/or obligation or compensation in the Client’s favour.

MS4ALL is only bound by a duty to exercise skill and care relating to accessibility, operation and availability of the Platform or of its content. MS4ALL will use its commercially reasonable efforts to:

- (i) Ensure that the hosting provider implement and maintain the highest standard of security measures insuring the physical and logical security of the servers on which the Platform is hosted and the integrity of the network and the servers against any external malicious act or any known computer attack.
- (ii) Implement and maintain the Platform’s security and confidentiality measures, adapted to the risk generated by the provision of such service. These measures aim to (i) protect Data against their destruction, loss, alteration, disclosure to unauthorized third parties and (ii) ensure the restoration of availability of Data and access to them in a timely manner in the event of a physical or technical incident. MS4ALL also sets up a

procedure aimed at regularly testing, assessing and evaluating the effectiveness of the aforementioned security measures for ensuring the security of the processing.

In the event of infrastructure failure, MS4ALL will do its utmost to restore the service as soon as possible, within the limits of service level commitments made by the hosting provider, following notification of the failure by the Client.

Backups of the Data are regularly made by MS4ALL, in accordance with the standards of industry.

ARTICLE 6. USER-SUPPORT AND MAINTENANCE

MS4ALL provides electronic assistance to Authorized Users regarding the configuration, use and operation of the Platform, accessible directly from the Account, during the following business days and hours: Monday to Friday, from 9:00 a.m. to 6:00 p.m. (CET Paris), excluding French public holidays.

MS4ALL will use its commercially reasonable efforts to respond to the requests within a reasonable time frame, without guaranteeing its definitive resolution. It is understood between the Parties that the user-support is intended to address actual difficulties in using the Platform and shall not constitute training or maintenance services for the Platform.

MS4ALL will use its commercially reasonable efforts to maintain the Platform in good working order by providing and installing, in a timely manner, updates designed to (i) prevent and/or correct malfunctions of the Platform or any of its features, (ii) maintain the Platform's compliance with applicable laws and regulations, (iii) improve the use of the Platform and/or (v) add new features to the Platform.

Maintenance operations will be performed, as far as possible, without disruptions to the use of the Platform. However, it is expressly acknowledged and agreed that such operations may be implemented at any time (during or outside business hours) and may render all or part of the Platform temporarily unavailable, without incurring MS4ALL's liability or giving rise to any claim or right for the Client.

ARTICLE 7. FINANCIAL TERMS

7.1. License fees

The License is granted in consideration of the payment by the Client of an annual subscription fee, the amount of which is set forth in the Quote. The License fee is payable in total in advance, on the date of signature of this Agreement and on each anniversary date of the License thereafter, by automatic bank debit, unless otherwise expressly agreed in the Quote.

Notwithstanding the foregoing, MS4ALL may grant the Client a royalty-free, time-limited License, enabling a limited number of Authorized Users, expressly and individually designed as such, to access only certain restricted features of the Platform and/or a limited number of Requests. The terms and conditions of such free access and use will be determined in the Quote.

7.2. Credits

The price of the Credits is determined in accordance with a pricing schedule fixed in the Quote. Credits may be refilled by submitting a request to MS4ALL directly through the Account. Upon receipt of such request, MS4ALL will issue a dedicated quote to the Client which, if accepted, results in the corresponding Credit balance being added to the Account.

The Credit balance remains valid for the entire duration of the Agreement. Upon termination or expiration of the Agreement, for any reason whatsoever, any unused Credits shall be forfeited with no refund or compensation owed to the Client.

The price of the Credits is payable upon receipt of the corresponding invoice.

7.3. Late payment penalties

In case of late payment, MS4ALL reserves the right to apply late payment penalties calculated on the basis of the statutory interest rate applied by the European Central Bank increased by 10 percentage points, without any reminder being necessary. A statutory lump sum of forty (40) euros for debt recovery shall also be due.

After formal notice sent by registered letter with proof of delivery remained unheeded, any breach of payment or late payment for any of the invoices within thirty (30) days of the due date, MS4ALL reserves the right to suspend the License and corresponding access rights to the Platform. Access rights will be returned once the Client has settled all the sums due. Furthermore, if a late payment is not settled according to the above-mentioned conditions after sixty (60) days from the due date, MS4ALL shall be entitled to terminate this Agreement by registered notice, and without prejudice to any damages MS4ALL may claim.

ARTICLE 8. CONFIDENTIALITY

The following information is considered as confidential: any Data, information or documents that is proprietary and/or generally not publicly known, whether tangible or intangible and in whatever form or medium, provided by one Party to the other for the purposes of executing this Agreement (the “**Confidential Information**”).

Information that has not specifically been designated as confidential will be treated as such when it may reasonably be considered to give a financial or competitive advantage to a third party or when its disclosure may constitute a financial prejudice for either Party under this Agreement. Neither Party is liable for the illegal acts of third parties or any other activity outside of their control that may lead to the breach of the confidentiality obligation.

However, the confidentiality obligation does not apply to the information:

- (i) Which is already known by the receiving Party without any obligation of confidentiality;
- (ii) which was legally obtained from a third party, without restriction of confidentiality;
- (iii) which is developed independently by the receiving Party;
- (iv) which is or becomes publicly available, without either Party breaching the commitments made under the Agreement;
- (v) which is reasonably disclosed to employees, suppliers or others, in order to perform this Agreement;
- (vi) which is disclosed reasonably to professional advisers;
- (vii) which is required by law to be disclosed to a competent authority.

Each Party shall procure the compliance of this confidentiality obligations by its personnel. Each Party shall require any external service providers potentially affected by the performance of its obligations, to sign a non-disclosure commitment guaranteeing the application of this article. Either Party may request the other to provide a copy of these commitments. Each Party will assume any liability in the event of failure of its personnel or subcontractors to these obligations.

All Confidential Information is and remains the exclusive property of the disclosing Party. Nothing in this Agreement shall be construed as granting to the recipient, expressly or impliedly, any rights – including Intellectual Rights, title or interest in the Confidential Information of the disclosing Party.

All copies, documents and other supports including Confidential Information shall be returned to the disclosing Party or destroyed, at its request.

The confidentiality obligations are in force during the term of this Agreement and will survive and be binding on the Parties for five (5) years following any termination of this Agreement

ARTICLE 9. TERM – TERMINATION

9.1. Term

This Agreement will take effect on the date of signature of the Quote and will remain valid for one (1) year. This Agreement will then be automatically renewed between for successive periods of one (1) year, unless sooner terminated by the Client by sending a notice to MS4ALL by any written form (mail, email) at least thirty (30) days before the term of each contractual year.

9.2. Termination for cause

Each Party may terminate this Agreement by rights, due to the breach of any of the obligations incumbent on its counterparty, if the Party in breach does not resolve the breach within thirty (30) days from receiving the notice of the breach, sent by the other Party by registered post with proof of delivery, without any further notice or legal formality being required, and without affecting any other right or action that the Party injured by the breach of its counterparty may initiate, notably to seek any damages to which it may be entitled.

9.3. Effect of Expiry or Termination

Upon the term of this Agreement for whatever reason, the License shall immediately cease and access to the Platform will be closed. The Client will have a limited access to the Platform, for a maximum period of two (2) weeks after the term of this Agreement, only for exporting Client Data and the Results, according to the process set forth on the Platform. After this time, MS4ALL shall be entitled to delete the Data and Results, without the Client being able to claim any damage. Any provision of technical and/or operational assistance in the Data or Results recovery requested by the Client will be subject to a separate quote from MS4ALL.

All amounts paid to MS4ALL in consideration of the License grant and/or the Credits purchased, shall be retained by MS4ALL. No refund, credit or compensation shall be due to the Client in any event.

Any amounts that remain outstanding as of the date of expiry or termination shall become immediately due and payable in accordance with the terms of ARTICLE 7 above.

ARTICLE 10. DISCLAIMER OF WARRANTIES

MS4ALL declares and warrants it has all the titles, licenses and authorization to enter this Agreement and provide the Platform. MS4ALL also represents and warrants that the Platform it provides complies with the state of the art existing on the day of the signing of this Agreement and that it has all necessary Intellectual Property Rights for the purposes hereof.

The Client declares and warrants it has all the titles, licenses and authorizations to process and exploit the Client Data through the Platform. The Client shall indemnify and hold MS4ALL harmless against any claim or action from an Authorized User or third party regarding its use of the Client Data. The Client is solely liable for the integrity, accuracy and quality of the Client Data and shall check that it is free of viruses and of all other components which may cause damage to the Platform.

Except as expressly stipulated herein, MS4ALL hereby expressly disclaims all other warranties, express, implied or statutory, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose or adequacy of the Platform for the Client's requirements and needs. The Platform is provided "as is".

MS4ALL reserves the right to interrupt, suspend or limit access to all or part of the Platform, in the event of any suspected illegal activity, extended period of inactivity or due to constraints of a legal or technical nature. The Client expressly acknowledges that the above-mentioned suspensions, interruptions or limitations may occur at any time without notice, and that they shall not give rise to any obligation or any compensation payable to it.

It is reminded to the Client that the Platform is a standard tool and has not been specifically designed to meet the Client's individual requirements. MS4ALL has no knowledge, experience and/or control over the activity of the Client and/or the use of the Platform by the Authorized Users on behalf of the Client. MS4ALL cannot warrant the accuracy of the Results and Generated Data.

Access to the Platform implies knowledge and acceptance of the characteristics and limits of the internet, in particular regarding technical performance, response times for consulting, querying or transferring information, risks of interruption, and more generally, the risks inherent in any connection and transmission on the internet, the lack of protection of certain data against possible misappropriation and the risks of contamination by possible viruses circulating on the network. MS4ALL does not guarantee that the Platform or the servers will run without interruption or will be free at all times from viruses, worms, trojans or any other component liable to cause damage.

ARTICLE 11. LIMITATION OF LIABILITY

The Client expressly acknowledges having received from MS4ALL all the necessary information, allowing to assess the adequacy of the Platform to its needs and to take all the precautions necessary for its use.

MS4ALL may only be held liable by the Client if it has committed a proven contractual breach during the performance of the Services assigned to it under this Agreement. Neither Party to this Agreement shall be held liable for any indirect, special, incidental or consequential damages arising out of or related to this Agreement, including financial loss or operating losses suffered by either Party, Authorized Users or third parties.

In any event, if MS4ALL is held liable by the courts due to a proven fault, MS4ALL aggregate overall liability shall be expressly limited, for any cause whatsoever, at the direct and foreseeable harm suffered by the Client, without exceeding the License fees paid by the Client over the past twelve (12) months preceding the event giving rise to

liability. The Client may not make any claim against MS4ALL twelve (12) months after the discovery of the event (or events) for which the liability was invoked.

The Client expressly acknowledges that the use of the Platform is under its sole responsibility. No advice or information, whether oral or written, obtained by the Client is likely to create guarantees not expressly provided for in this Agreement, nor to entail the liability of MS4ALL for damages, of any kind whatsoever, caused to the Client, an Authorized User or a third party due to the use of the Platform.

ARTICLE 12. REGULATORY COMPLIANCE

12.1. General

Both Parties shall comply with all applicable laws and regulations in connection with their participation in this Agreement, including but not limited to those relating to anti-bribery and data protection. The Parties agree to cooperate in taking any action that a Party reasonably believes is necessary to comply with the abovementioned regulations.

12.2. Data Protection

The Parties shall at all times abide by all applicable international and local privacy laws and regulations (in particular the Regulation (EU) no. 2016/679 of the European Parliament and of the Council of 27 April 2016 known as the "GDPR") when processing personal data under this Agreement. If the execution of a SOW involves the collection or processing of personal data (as defined by applicable data protection legislation), then the Parties undertake to execute any data processing agreement and/or implement any security measures required to comply with the GDPR.

MS4ALL processes the personal data of the Client (name, surname, role, professional contact details) and the Authorized Users (name, surname, professional contact details) whether directly communicated by the Authorized User his/herself or indirectly by the Client, (i) to manage the contractual and commercial relationship with the Client, (ii) to manage the proper identification, access and use of the Platform by the Authorized Users, (iii) for delivering, performing, maintaining and improving the features and services associated to the provision of the Platform, and (iv) for analytics purposes (statistics of use). This personal data is strictly confidential and intended for MS4ALL only.

The Client and Authorized Users have a right of access, rectification, limitation and portability of their personal data. They also have the right to object the processing of their personal data for commercial prospecting purposes by MS4ALL, the right to the erasure of their personal data under the conditions of Article 17 of the GDPR, as well as the right to file a complaint with the Data Protection Authority if they consider the processing operated by MS4ALL constitutes a violation of their personal data. Such rights may be exercised at any time by addressing an email to MS4ALL at the following address: administration@ms4all.eu.

12.3. Anti-Bribery

Each Party represents and warrants to the other Party that:

- (i) It will not, and will procure that each of its affiliates and each of their respective employees, directors, officers, subcontractors and agents will not, (a) offer, promise or give an advantage to another person, or (b) request, agree to receive or accept a financial or other advantage in violation of any anticorruption laws, rules, regulations and decrees applicable to the respective party (collectively the "**Legislation**"), including the United States Foreign Corrupt Practices Act, as amended, and any implementing legislation under the OECD Convention Against the Bribery of Foreign Government Officials in International Business Transactions. It is each Party's responsibility to be familiar with, and comply with, the provisions of the applicable Legislation; and
- (ii) from time to time, at the reasonable request of the other Party, it will confirm in writing that it has complied with its undertakings under point (i) above and will provide any information reasonably requested by the other Party in support of such compliance.

ARTICLE 13. MISCELLANEOUS

Independent contractors. Each Party is a financially and legally independent juristic person operating under its own liability. This Agreement does not constitute either a collaboration, a partnership agreement, employment contract, or a mandate given by one Party to the other. Neither Party shall have authority to bind, commit or otherwise obligate the other Party in any manner whatsoever.

Force majeure. The Parties cannot be held responsible for delays or breaches of their contractual obligations attributable to an event of force majeure as defined by applicable law and courts. Force majeure suspends the execution of the obligations arising from the Agreement for the entire duration of their existence. However, if the force majeure cases lasted more than one (1) month, they would give rise to the termination of the Agreement by either of the Parties.

Subcontracting. By express agreement between the Parties, MS4ALL may at its own discretion, use one or more subcontractors (such as providers for cloud infrastructure and hosting) to perform its obligations under this Agreement. MS4ALL shall remain solely liable for the proper performance of its obligations by its subcontractors.

Entire agreement. This Agreement forms the entire agreement between the Parties concerning the subject matter thereof and, in every respect, supersedes and replace all other agreements, letters of intent, arrangements, understandings and/or proposals between the Parties, in particular the general terms of purchase of the Client, provided they cover the same purpose.

Amendment. Any amendment to the Agreement may only be made in the form of an amendment signed by both Parties.

Assignment. Neither Party may assign to a third party for any reason whatsoever, and in any form whatsoever, the Agreement or any of the rights and/or obligations contained within it, without the prior express written consent of the other Party.

No waiver. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Severability. If any provision of this Agreement is partially or fully cancelled, the validity of the other clauses shall not be affected. In this case, the Parties must, if possible, replace this cancelled provision with a valid provision that is in line with the spirit and purpose of the agreement.

Notices. Except otherwise stipulated, the Parties expressly agree that the communications between them may occur by any and all means, notably by email to the email addresses mentioned on letterheads, invoices and/or Quote or in any other document.

Modification of the GTC. MS4ALL reserves the right to modify or update the GTC at any time. As such, MS4ALL will notify the Client by email or by making a service announcement. Modifications to the GTC do not have a retroactive application, and the Client may then terminate its use of the Platform if its does not agree with the new GTC. The continued use of the Platform after the effective date of any change will be deemed to be the Client's agreement to the modified GTC.

References. Each party may quote the company name or brand of the other Party, as well as reproduce its logo and mention the purpose of the collaboration, provided it has obtained the prior written consent of the other Party.

ARTICLE 14. APPLICABLE LAW – DISPUTE RESOLUTION

Governing law. This Agreement is governed by the laws of France, regardless of conflict of laws principles.

Dispute resolution. The Parties declare their intention to find an amicable solution to any difficulty that may arise concerning the validity, interpretation or performance of this Agreement. Failing to do so, the courts of Paris (France) shall have exclusive jurisdiction. The choice of venue does not prevent a Party from seeking injunctive relief in any appropriate jurisdiction with respect to a violation of Intellectual Property Rights or confidentiality. For clarity, the Parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction or other interim or conservatory relief as necessary, without breach of his Section.