

General Terms and Conditions of Sale – Specgen

Version effective from May 12, 2025

Preamble

These General Terms and Conditions of Sale (GTC) define the reciprocal rights and obligations of the company Specgen (hereinafter the "Service Provider") and any legal entity using its services (hereinafter the "Client"). Specializing in artificial intelligence SaaS solutions for analyzing and responding to calls for tender, Specgen relies exclusively on the data provided by the Client. Use of the platform accessible at the address <https://specgen.ai/fr> implies unreserved acceptance of these GTC.

Article 1 – Definitions

For the purposes of these T&Cs, the following terms are defined as follows:

- Client: any legal entity or entity subscribing to Specgen services and having an Account.
- Service Provider: the company Specgen, SAS with capital of €10,000, registered with the RCS of Paris under number 938 061 959, whose registered office is located at 60 rue François 1er, 75008 Paris (FR64 938061959).
- Services: all SaaS functionalities provided by the Service Provider, including analysis, scoring and generation of responses to calls for tenders.
- Platform: the web interface accessible at the address <https://specgen.ai/fr>, hosting the Services.
- Account: secure customer area, protected by a personal username and password.
- Credit: internal consumption unit measuring the use of each functionality.
- Trial: free test period giving entitlement to an initial credit of 50 credits.
- Subscription: monthly access plan without commitment, giving the right to a certain number of credits.
- Content: all data, files and information of any nature, provided by the Client.
- SLA: guaranteed level of service, defined in article 11.
- Planned maintenance: interventions announced in advance, likely to temporarily impact access to the Services.
- Confidential information: any information of a commercial, technical or financial nature, designated as confidential or that one of the parties must reasonably consider as such.

Article 2 – Scope of application

These General Terms and Conditions apply to all Services provided by Specgen to Professional Clients. They prevail over any other document. Any exceptions must be expressly agreed to in writing by the Service Provider.

Article 3 – Technical conditions of access

The Customer must have a high-speed Internet connection and an up-to-date web browser (Chrome, Firefox, Edge, Safari). Technical recommendations (hardware configuration, operating system versions) are provided by Specgen and may be updated. Any infrastructure and connectivity costs are the sole responsibility of the Customer.

Article 4 – Account and security

Creating an Account requires a valid email address and a password that complies with best security practices. The Customer is responsible for managing their access and maintaining the confidentiality of their login details. Any login using the Customer's login details is deemed to have been authorized by the Customer. In the event of a compromise, the Customer must immediately notify Specgen to allow access to be blocked and regenerated.

Article 5 – Order and validation

Subscription is completed online by selecting a plan on the Platform. Validating the order implies acceptance of these General Terms and Conditions by clicking. The Service Provider then sends a confirmation email, specifying the chosen plan, the applicable rate, the activation date, and the details of the allocated credits. Any order not canceled before the end of the Trial period automatically generates a paid subscription.

Article 6 – Prices and payment terms

Service rates are available at any time on the Platform and are expressed in euros excluding taxes. Payment is made monthly, in arrears, by credit card via a secure payment provider or by bank transfer, according to the agreed terms. In the event of non-payment, Specgen reserves the right to suspend access until payment is made. No partial refunds will be made for a month that has already begun.

Article 7 – Right of withdrawal

In accordance with the Consumer Code, the Customer has a period of fourteen (14) days to exercise their right of withdrawal from the conclusion of their subscription without a Trial. If the Customer has started the Trial, this right is excluded for the part of the subscription corresponding to the Trial period. Any request for withdrawal must be made by email to contact@specgen.ai.

Article 8 – Duration and termination

The subscription is for an indefinite period. The Customer may cancel at any time, with immediate effect, via their personal space. Termination results in the loss of access rights and the irreversible loss of unused credits. Specgen also reserves the right to suspend or terminate access in the event of a serious breach by the Customer of its obligations.

Article 9 – Suspension for security reasons

In the event of a risk or compromise to the Platform's security (attack, critical vulnerability, security incident), Specgen may immediately suspend access to the Services, without notice. The Client will be informed as soon as possible of the causes and the corrective measures implemented.

Article 10 – Subcontracting

Specgen may use subcontractors for the full or partial execution of the Services. The Service Provider remains responsible for the proper execution of contractual obligations, including those delegated to its subcontractors.

Article 11 – Service Level Agreement (SLA) and Maintenance

Specgen is committed to an average monthly availability rate of 99.5% over the year, calculated according to SaaS industry standards. Planned maintenance, announced at least 48 hours in advance, is excluded from the availability calculation. In the event of non-compliance with the SLA, the Client may obtain a commercial gesture in the form of credits, according to the terms defined in the SLA Policy available on the Platform.

Article 12 – Obligations of the Service Provider

The Provider implements all reasonable means to ensure the compliance of the Services with the documentation, availability, performance and security of the data. Technical support is available to the Client from Monday to Friday, from 9 a.m. to 6 p.m. (CET), via email, subject to the contact information provided.

Article 13 – Obligations of the Client

The Client undertakes to provide Content that is accurate, up-to-date, and compliant with the law. It guarantees the legality of the Content transmitted and releases Specgen from any liability related to its provision. The Client refrains from using the Services for fraudulent, illegal, or otherwise contrary to these Terms and Conditions.

Article 14 – Confidentiality and data protection

Customer Data is treated strictly confidentially and used exclusively for the performance of the Services described in these General Terms and Conditions. Specgen undertakes to use this Data only to answer Customer questions or to meet the criteria of the calls for tenders analyzed, and to never reuse it to train its artificial intelligence models. Each Account is completely partitioned: no data from a Customer can be consulted, used or inferred by another Customer.

The Data is hosted on secure servers located in France, or in another EU Member State chosen by the Client, within infrastructures that have been ISO 27001 certified for more than 15 years. This proven infrastructure includes:

- Geographical redundancy of systems to ensure continuity of service,
- Advanced encryption protocols (TLS 1.3 for exchanges, AES -256 for storage at rest),
- 24/7 proactive monitoring,
- Complete audit, logging and traceability mechanisms for any consultation or processing of Data.

Upon simple written request from the Client, Specgen will proceed with the complete and irreversible deletion of its Data within 30 days. The detailed terms and conditions for processing, storing and deleting Data are specified in the “Customer Data Confidentiality Commitment”, annexed to these General Terms and Conditions.

Article 15 – Intellectual property

The Client remains the owner of all Content it provides. It grants the Service Provider a non-exclusive license, limited to the term of the Contract, to host, reproduce, process, and display this

Content in order to provide the Services. Specgen retains all rights to the Platform and its software. Any unauthorized use of the software or source code will constitute a violation of intellectual property rights.

Article 16 – Audit and compliance

The Client may, upon reasoned request and within reasonable limits, request a security or compliance audit relating to data processing by Specgen . This audit will be carried out at its expense and under conditions defined by mutual agreement, guaranteeing the confidentiality of the information exchanged.

Article 17 – Security and incidents

Specgen implements organizational and technical measures to protect data against unauthorized access, alteration, destruction, and accidental disclosure. In the event of a serious security incident involving personal data, Specgen will notify the Client and the relevant authorities within the time limits set by the GDPR.

Article 18 – Liability

The Provider's liability for any direct damage resulting from proven fault is limited to the amount of sums paid by the Client for the Services during the six (6) months preceding the damaging event. Specgen cannot be held liable for indirect, immaterial or immense damages, including loss of data, interruption of activity or loss of profits.

Article 19 – Force majeure

The obligations of the parties are suspended in the event of force majeure, i.e. an irresistible, unforeseeable and external event. The affected party shall inform the other without delay. If the impediment exceeds three (3) months, these General Terms and Conditions may be terminated automatically, without compensation.

Article 20 – Independence of clauses

The invalidity of a clause does not entail the invalidity of these General Terms and Conditions, which must be interpreted in such a way as to preserve the initial balance.

Article 21 – Non-waiver

Failure to require immediate application of a clause does not constitute a waiver of the right to exercise one's rights at a later date.

Article 22 – Confidentiality of the T&Cs

Except as required by law, no party may disclose all or part of these T&Cs to a third party without prior written consent.

Article 23 – Applicable law and competent jurisdiction

These General Terms and Conditions are governed by French law. Any dispute relating to their interpretation or execution will be submitted, in the absence of an amicable agreement, to the courts of Paris, unless otherwise provided.

Article 24 – Annex: Commitment to confidentiality of customer data

The document entitled “Customer Data Confidentiality Commitment” comprehensively describes the guarantees and procedures surrounding the processing, storage, protection and deletion of Data transmitted by the Customer. It is annexed to these General Terms and Conditions and forms an integral part of the Contract. The Customer acknowledges having read and accepted its contents.



Specgen Customer Data Privacy Commitment

1. Purpose of the document

The purpose of this document is to formalize Specgen's commitment to guaranteeing the confidentiality, integrity and security of data transmitted by its customers in the context of the use of its services.

2. Exclusive use of data

Specgen undertakes that all data provided by its clients, whether documents, technical, legal, commercial or any other information, will be used exclusively for the purpose of responding to the client's questions or the criteria and requirements of the calls for tenders to be analyzed.

This data is not reused, transferred, disseminated, or processed for any other purpose, including commercial, statistical, or advertising. It is not used to train the artificial intelligence models used by Specgen.

Furthermore, data is perfectly partitioned between each client, so that no information transmitted by one client can be consulted, used or inferred by another client of the platform.

3. Strict confidentiality

Specgen guarantees absolute confidentiality of data exchanged with its clients. No third party has access to the transmitted data, except at the client's express request or under a duly justified legal obligation. Specgen employees are subject to strict confidentiality agreements, and only authorized team members who need access to the data as part of the current mission have actual access.

4. Secure accommodation in France

The data is hosted on a secure server located in France, compliant with the requirements of French and European data protection legislation, including the GDPR. The hosting architecture used is based on a proven infrastructure, deployed and optimized for more than 15 years for the protection of sensitive data of professionals in France. This infrastructure integrates:

- System redundancy, - Advanced encryption protocols, - 24/7 monitoring, - And comprehensive audit and logging mechanisms.

5. Duration of storage and deletion of data

At the client's request, Specgen may proceed with the complete and irreversible deletion of its data. By default, data is retained only for the duration necessary to carry out the agreed mission.

6. Contact

For any questions regarding data confidentiality or to exercise your rights, you can contact us by email at the following address: contact@specgen.ai