



## **GENERAL TERMS AND CONDITIONS OF USE AND SALE (T&C)**

### Summary

1. Definitions .....	2
2. Object and Duration .....	2
2.1 Object .....	2
2.2 Discovery Phase.....	2
2.3 Annual Subscription .....	2
3. Description of Services .....	3
4. Platform Evolution .....	3
5. Access and Security .....	3
5.1 Access .....	3
5.2 Security measures — Cloud Offer .....	4
5.3 Specgen logs .....	4
5.4 Suspension without notice .....	4
5.5 Exclusions of liability .....	4
6. Confidentiality and Data Processing.....	4
7. Intellectual Property .....	5
8. Client Obligations.....	5
9. Usage Limits – Cloud Offering .....	5
10. Support and responsiveness .....	5
11. Order and Billing.....	6
12. Commercial references .....	6
13. Limitation of liability .....	6
14. End of contract and Data .....	6
14.1 Cloud Offer .....	6
14.2 On-Premises Offer .....	7
15. Specific Provisions – On Premises Offer.....	7
16. Subcontracting.....	7
17. Third-Party Dependencies.....	7
18. Assignment .....	7
19. Non Solicitation.....	8
20. Force Majeure .....	8

21.	Audit and Reasonable Cooperation .....	8
22.	Entire Agreement.....	8
23.	Severability and Non-Waiver .....	8
24.	Governing Law and Jurisdiction .....	8
25.	Amendments to these Terms.....	9

## 1. Definitions

For the purposes of these T&Cs, the terms below have the following meaning:

- Client: any company or legal entity having subscribed to Specgen Services.
- Specgen: the company Specgen SAS, publisher of the Platform and Service Provider.
- Platform: the software solution accessible online, allowing the Specgen Services to be operated.
- Pilot phase: preliminary period without commitment during which the Client tests the Platform on its own data.
- Cloud Offer: provision of Services in SaaS mode, hosted on Specgen servers.
- On Premises Offer : installation of the Services on the Client's internal infrastructure, without outgoing data flow.
- Imported Data: all documents, information or files transmitted by the Client to the Platform.
- AI Results: content generated by the Platform from imported Data.
- Account: secure personal space allocated to the Client for access to the Services.

## 2. Object and Duration

### 2.1 Object

These General Terms and Conditions govern access to and use of the Platform by professional Clients. Subscribing to any Specgen offer constitutes full and unconditional acceptance of these terms.

### 2.2 Discovery Phase

The Discovery Phase is concluded for the fixed duration specified in the accepted commercial proposal. It is not renewable. All amounts paid in connection with the Discovery Phase are definitively acquired by Specgen upon signature and are non-refundable under any circumstance, including early termination.

### 2.3 Annual Subscription

The Annual Subscription is concluded for a period of one year from the start date specified in the commercial proposal. It automatically renews for successive one-year periods at the pricing in

force at the time of renewal, unless terminated in writing by either Party at least thirty (30) calendar days before the anniversary date.

Specgen may revise its pricing at each renewal without having to justify the reasons. The applicable pricing is communicated to the Client at the time of the renewal notice.

### 3. Description of Services

Specgen provides an AI-assisted platform for the analysis and drafting of responses to calls for tender. The Services constitute a decision-support tool. Specgen's obligation is one of means, not of result.

AI Outputs:

- do not constitute legal, strategic or regulatory advice;
- may contain approximations inherent to AI technologies;
- are generated solely on the basis of Imported Data and the knowledge base configured by the Client.

The Client remains solely responsible for:

- the final validation of all documents produced;
- all decisions made on the basis of AI Outputs;
- compliance of any tender response submitted to a contracting authority.
- 

### 4. Platform Evolution

Specgen may evolve the Platform at any time, including modifying, replacing or removing features, without any obligation to give prior notice to the Client. Such evolutions do not constitute a material amendment to the Contract and do not give rise to any compensation or refund.

By exception, if a Core Feature expressly named in the signed commercial proposal is permanently removed from the Platform, the Client has the right to terminate its Annual Subscription at the next anniversary date, without penalty. This right must be exercised in writing within thirty (30) days of Specgen's notification of the removal. It does not give rise to any refund of amounts already paid.

The Platform is provided 'as is', without any implied warranty of fitness for a particular purpose or uninterrupted operation.

### 5. Access and Security

#### 5.1 Access

Access is reserved for Clients holding a valid Contract. Access credentials are strictly personal and confidential. The Client is responsible for all actions performed under its Account. Any unauthorised use must be reported to Specgen without delay.

## 5.2 Security measures — Cloud Offer

Specgen implements and maintains technical and organisational measures consistent with the state of the art, including: data hosted exclusively in France, encryption of data at rest and in transit, access logging, system monitoring, intrusion detection and prevention, and regular tested backups. Specgen's obligation in security matters is one of means.

## 5.3 Specgen logs

In the event of any dispute regarding usage volume, service availability or any incident, Specgen's technical logs constitute the contractual reference. The Client waives the right to rely solely on its own records or screenshots as contrary evidence.

## 5.4 Suspension without notice

Specgen reserves the right to suspend access to the Platform without prior notice in the following cases: a confirmed or detected security threat affecting the infrastructure; abusive use threatening the stability or availability of the Service for other clients; material breach of the Client's obligations. The suspension is notified to the Client as soon as reasonably possible and gives rise to no compensation.

## 5.5 Exclusions of liability

Specgen shall not be liable for any compromise resulting from the Client's fault, negligence or omission, including disclosure or loss of credentials, or from a cyberattack that cumulatively meets the legal requirements for force majeure under Article 1218 of the French Civil Code.

# 6. Confidentiality and Data Processing

Imported Data is processed exclusively to provide the Services. Specgen applies the following commitments without exception:

- no public AI or third-party API is used in the processing of Imported Data;
- no AI model is retrained on Client data;
- data is never sold, shared or disclosed to third parties outside the strict scope of providing the Services;
- under the Cloud Offer, data is hosted exclusively on Specgen's secured infrastructure in France.

The Client warrants that it holds all necessary rights over Imported Data. It shall indemnify and hold Specgen harmless against any claim, judgment, administrative fine or reasonable costs arising from any violation of third-party rights relating to Imported Data or any unlawful processing initiated by the Client.

Each Party undertakes to treat as confidential all non-public information received from the other Party and not to disclose it to third parties without prior written consent. This obligation survives termination of the Contract for five (5) years.

Data processing in connection with personal data is governed by Specgen's Privacy Policy, accessible at [specgen.ai](https://specgen.ai), and by the Data Processing Agreement (DPA) available on request at

[contact@specgen.ai](mailto:contact@specgen.ai). The Security Assurance Plan (SAP) is available on request at [contact@specgen.ai](mailto:contact@specgen.ai).

## 7. Intellectual Property

Specgen retains all rights, title and interest in and to the Platform, its algorithms, AI models, interfaces, documentation and any updates or derivative works.

The Client retains ownership of its Imported Data and the AI Outputs generated during the Contract period. No licence over the Platform is granted to the Client beyond the right to use it for the purposes of the Contract.

The Client is expressly prohibited from: reverse engineering, decompiling or disassembling the Platform; using AI Outputs to train any third-party AI model; performing competitive benchmarking of the Platform; sublicensing access to the Platform to any third party.

## 8. Client Obligations

The Client undertakes to:

- use the Platform solely for lawful purposes and in accordance with the Contract;
- not attempt to reverse engineer or copy any element of the Platform;
- not train any third-party AI model on AI Outputs;
- not circumvent contractual usage limits;
- not perform competitive benchmarking;
- not import documents for which it does not hold the necessary rights;
- maintain the confidentiality of its credentials and immediately report any compromise.

Any material breach may result in immediate suspension or termination of access, without notice or refund.

## 9. Usage Limits – Cloud Offering

Usage is governed by the thresholds defined in the accepted commercial proposal, including the number of tenders processed, users authorised, AI requests per tender, or any other specified metric. Quotas are non-transferable, non-cumulative and non-refundable. The reference period is twelve (12) months unless otherwise stated.

In the event of overuse, Specgen shall notify the Client and propose an adjustment. If no adjustment is agreed, Specgen may apply a technical throttle or invoice additional consumption at the rates in force.

## 10. Support and responsiveness

Support is provided by email at [contact@specgen.ai](mailto:contact@specgen.ai). Specgen uses its best efforts to handle support requests within a reasonable timeframe, expressed in business days. This timeframe is indicative and does not constitute a binding obligation. No penalty may be applied to Specgen for failure to meet this timeframe.

Support does not cover custom development, integrations with the Client's systems, or consulting on tender response strategy.

## 11. Order and Billing

Subscription is effected by a signed commercial proposal. Pricing is firm for the current contractual period and may be revised at each renewal.

Invoices are payable upon receipt, by bank transfer, within thirty (30) days. In the event of late payment, Specgen reserves the right, without prior formal notice, to charge late payment interest at a rate of three (3) times the French statutory interest rate, plus a fixed recovery indemnity of EUR 40, as provided by Articles L.441-10 and L.441-11 of the French Commercial Code. These provisions apply to all Clients, including those established outside France, who expressly accept them.

In the event of an unpaid invoice more than thirty (30) days after its due date, Specgen reserves the right to suspend access to the Platform following notification to the Client. Such suspension does not constitute termination and does not give rise to any refund.

## 12. Commercial references

Unless the Client objects in writing, Specgen may mention the Client's name or company name for reasonable promotional purposes in its communications, commercial proposals or presentations.

## 13. Limitation of liability

Specgen shall not be liable for indirect losses, loss of profit, loss of opportunity, loss of market share, loss of business, reputational damage, decisions made on the basis of AI Outputs, errors originating from Imported Data, unavailability attributable to third-party providers, or access suspensions applied in accordance with these Terms.

Specgen's total aggregate liability for all causes of action arising under or in connection with the Contract is strictly limited to the total amounts effectively paid by the Client to Specgen under the current Contract as at the date of the event giving rise to the claim.

Any legal action against Specgen must be brought within twelve (12) months of the occurrence of the event giving rise to the claim, failing which it shall be time-barred.

## 14. End of contract and Data

### 14.1 Cloud Offer

Upon expiry or termination of the Contract, the Client has thirty (30) calendar days to request the return of its Imported Data in a standard format. After this period, all data is definitively deleted from Specgen's systems, including backups. Specgen provides written confirmation of deletion upon request.

## 14.2 On-Premises Offer

Under the On-Premises Offer, data is hosted and managed exclusively on the Client's own infrastructure. Obligations relating to data retention, backup and definitive deletion rest solely with the Client. Upon termination, the Client is responsible for uninstalling the Platform and deleting all data from its infrastructure. Specgen has no access to data stored on the Client's server and bears no responsibility for its retention or deletion.

## 15. Specific Provisions – On Premises Offer

Specgen provides software and a licence to use it. Under the On-Premises Offer, the Client is solely responsible for the infrastructure on which the Platform is deployed, including without limitation: the server, network, physical and logical access controls, identity management, backups and business continuity.

Specgen has no direct access to the server hosting the Platform or to the Client's data, except with the Client's express and specific authorisation for support purposes.

Specgen's liability under the On-Premises Offer is strictly limited to the application layer of the Platform as delivered. Any incident resulting from the Client's infrastructure, network, access controls or environment configuration is excluded from Specgen's liability.

If the Client modifies the deployment environment without Specgen's prior written consent, or refuses to apply a security update notified by Specgen, Specgen's support obligations are suspended as of right and Specgen's application liability is also discharged for any incident resulting from such modification or refusal.

## 16. Subcontracting

Specgen may engage technical providers or subcontractors for the execution of all or part of the Services without requiring the Client's prior approval. Specgen remains responsible to the Client for the proper execution of services entrusted to its subcontractors.

## 17. Third-Party Dependencies

Specgen relies on certified hosting and infrastructure providers for the Cloud Offer. Specgen shall not be liable for unavailability attributable solely and exclusively to such providers, provided Specgen has implemented reasonable monitoring and contingency measures.

## 18. Assignment

Specgen may assign the Contract in the context of a merger, acquisition or corporate restructuring, subject to prior notice to the Client. The Client may not assign the Contract or any rights thereunder without Specgen's prior written consent.

## 19. Non Solicitation

The Client undertakes not to recruit, solicit or engage, directly or indirectly, any employee, officer or key contractor of Specgen during the term of the Contract and for twelve (12) months following its termination. Any breach may give rise to a lump-sum indemnity equivalent to twelve (12) months of the gross remuneration of the person concerned.

## 20. Force Majeure

Neither Party shall be liable for failure to perform its obligations resulting from a force majeure event within the meaning of Article 1218 of the French Civil Code, including a massive cyberattack cumulatively meeting the legal criteria of unforeseeability and irresistibility, a major failure of a certified infrastructure provider, or an administrative decision temporarily preventing operation of the Services. If the situation persists for more than three (3) months, either Party may terminate the Contract without penalty.

## 21. Audit and Reasonable Cooperation

Any audit request relating to security or compliance must be made in writing with reasonable justification, limited to once per contractual period, conducted entirely at the Client's cost, and subject to Specgen's confidentiality obligations. Specgen may, at its sole discretion, satisfy the request by providing its certifications, internal security policies or third-party attestations in lieu of an on-site audit.

## 22. Entire Agreement

The Contract constitutes the entire agreement between the Parties and supersedes all prior agreements, representations, undertakings or commitments, whether oral or written, on the same subject matter. No statement made during the commercial, demonstration or negotiation phase shall bind Specgen beyond the terms of the signed Contract.

## 23. Severability and Non-Waiver

If any provision of these Terms is held invalid or unenforceable by a competent court, the remaining provisions shall continue in full force and effect to the greatest extent possible. Failure by Specgen to exercise or delay in exercising any right under the Contract shall not constitute a waiver of that right.

## 24. Governing Law and Jurisdiction

These Terms and the Contract are governed by French law, without regard to its conflict of law rules. All disputes arising from the formation, interpretation, performance or termination of the Contract shall be submitted to the exclusive jurisdiction of the courts of Paris, France, notwithstanding plurality of defendants or warranty claims.

These Terms have been drafted in English for international convenience. In the event of any conflict between a translated version and the French version, the French version shall prevail.

## 25. Amendments to these Terms

Specgen may amend these Terms. Clients will be notified by any appropriate means at least thirty (30) days before the amendments come into force. Continued use of the Platform after the effective date constitutes acceptance of the amended terms. The Client may terminate the Contract without penalty before the effective date if it objects to the amendments.

Effective as of 07 May 2026

