GENERAL TERMS AND CONDITIONS OF USE AND SALE (GTCS)

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1. Definitions

For the purposes of these GTCS, the following terms shall have the meanings set out below:Client: any company or legal entity subscribing to Specgen Services.

- Specgen: the company publishing the Platform.
- Platform: software solution accessible online or installed On-Premises.
- Cloud Offer: solution hosted on Specgen servers.
- On-Premises Offer: solution installed on the Client's infrastructure.
- Imported Data: documents transmitted by the Client.
- AI Outputs: content generated by the Platform.
- Account: secure access assigned to the Client.

2. Purpose

These General Terms and Conditions govern access to and use of the Platform by professional Clients.

3. Description of Services

Specgen provides an assistance solution based on artificial intelligence technologies dedicated to tender management.

The Services constitute analytical and drafting support tools.

Specgen shall use commercially reasonable efforts and does not undertake an obligation of result.

AI Outputs:

- Do not constitute legal or strategic advice;
- May contain approximations inherent to AI technologies.

The Client remains solely responsible for:

- Final validation of documents;
- Decisions made;
- Compliance of submitted responses.

Specgen may update or enhance the Platform at any time without such changes constituting a substantial modification of the Services.

4. Access and security

Access is restricted to Clients holding a valid contract.

Specgen implements security measures in accordance with industry standards (servers located in France, encryption, logging, etc.).

Specgen is subject to a best-efforts obligation regarding security.

Specgen shall not be held liable for:

- A security breach resulting from the Client's fault;
- An incident originating from a hosting provider;
- An unforeseeable or irresistible cyberattack.

5. Confidentiality and data processing

Imported Data is processed exclusively for the provision of the Services.

No public AI is used.

No retraining is performed on Client data.

The Client guarantees that it holds all necessary rights regarding the Imported Data.

The Client agrees to indemnify and hold harmless Specgen against any claim, action, judgment, settlement, administrative fine, legal costs, and reasonable attorney's fees arising from:

- A third-party rights violation linked to Imported Data;
- Unlawful processing initiated by the Client.

6. Intellectual property

Specgen retains all rights to:

- The Platform
- Algorithms
- AI models
- Interfaces

The Imported Data and AI Outputs remain the property of the Client.

7. Customer Obligations

The Client agrees to:

- Use the Platform lawfully;
- Not attempt reverse engineering;
- Not train third-party AI systems using AI Outputs;
- Not circumvent contractual usage limits;
- Not conduct competitive benchmarking;
- Not upload documents without valid rights.

Any breach may result in immediate suspension or termination.

8. Usage Limits – Cloud Offering

Use of the Services is governed by contractual thresholds defined in the accepted quotation.

Such thresholds may include:

- Number of tenders processed per annual period;
- Number of authorized users;
- Maximum AI requests per tender;
- Overall data volume;
- Any metric specified in the quotation.

The reference period is 12 months unless otherwise specified.

Quotas are non-transferable, non-cumulative, and non-rollover.

In case of excess usage:

- Client notification;
- Proposal for adjustment;
- Additional billing if provided in the quotation;
- Technical regulation if necessary.

Specgen may temporarily suspend Services in case of abusive usage threatening infrastructure stability.

9. Support and responsiveness

Specgen commits to an indicative response objective within 48 business hours.

This timeframe does not constitute an obligation of result.

10. Order and validation

Subscription is completed through acceptance of a quotation.

Pricing is valid for the contractual period.

Specgen may revise pricing upon renewal, particularly in case of:

- Infrastructure cost evolution;
- Regulatory changes;
- Significant Service evolution.

11. Commercial references

Unless expressly objected to in writing, Specgen may reference the Client for reasonable promotional purposes.

12. Limitation of liability

Specgen shall not be liable for:

- Indirect damages;
- Loss of opportunity;
- Loss of market;
- Loss of profits;
- Reputational damage;
- Decisions made based on AI Outputs;
- Errors originating from Imported Data;
- Interruptions caused by third-party providers;
- Usage limitations in accordance with Article 8.

Specgen's total cumulative liability shall be strictly limited to the total amount paid by the Client during the twelve (12) months preceding the triggering event.

No claim may be brought more than twelve (12) months after the occurrence of the triggering event.

13. Termination and Data Handling

Upon contract termination:

- The Client has 30 days to request data restitution;
- Data will be provided in a standard format;
- After this period, data will be permanently deleted.

14. Third-Party Provider Dependency

Specgen relies on certified infrastructure providers.

Specgen shall not be liable for unavailability exclusively attributable to such providers, unless proven fault is established.

15. Assignment

Specgen may assign the contract in the context of a merger, acquisition, or restructuring, subject to informing the Client.

16. Non-Solicitation

The Client shall not recruit or solicit any employee or key contractor of Specgen during the contract and for twelve (12) months thereafter.

Any breach shall result in a lump-sum indemnity equal to twelve (12) months of the concerned individual's gross remuneration.

17. Force Majeure

Neither Party shall be liable for failure resulting from force majeure under French law, including:

Massive or widespread cyberattack;

Major infrastructure provider outage;

Administrative or regulatory decision preventing service operation.

If the situation persists for more than three (3) months, the contract may be terminated automatically.

18. Audit and Reasonable Cooperation

Any audit request must:

Be made in writing;

Be reasonably justified;

Be limited to once per contractual period;

Be conducted at the Client's expense;

Respect Specgen confidentiality obligations.

Specgen may provide certifications or third-party attestations in priority to avoid intrusive audits.

19. Governing Law – Jurisdiction

These GTCS are governed by French law.

Any dispute shall fall under the exclusive jurisdiction of the courts of Paris.

20. Modifications

Specgen may modify these GTCS.

Clients will be informed by appropriate means.

21. Appendices

GDPR Policy

Data Processing Agreement (DPA)

Effective as of 27 February 2026

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