

## GENERAL TERMS OF SALE - ATESSIA INTELLIGENCE TEM-SOP100-11\_V032

The purpose of these General Terms of Sale (the "GTS") is to define the conditions under which the company ATESSIA LIFE SCIENCE ADVISORS (3 rue d'Uzès, 75002 Paris) (the "Publisher") supplies the client, a professional purchaser, (the "Client"), who so assents, with the product(s) described below, published by the Publisher. The Client acknowledges that its acceptance of these GTS shall exclude the application of its own general sales and/or purchasing conditions. Any order placed by the Client or, a fortiori, the settlement of the invoice issued by the Publisher, entails full and unreserved acceptance of these GTS by the Client and compliance with the obligations arising from the Intellectual Property Code and the user licences for the Products, with which the Client thus acknowledges that it is fully familiar. Moreover, other general terms and conditions may apply according to the ordered Product, such as the general terms and conditions shown in the purchase order.

### 1: PRODUCTS

1.1. The Publisher publishes and distributes subscriptions to a business intelligence service known as ATESSIA INTELLIGENCE. The Publisher expressly reserves the right to modify all or part of a Product without notice and with no compensation payable, and, where applicable, its presentation or medium and/or to discontinue a Product which no longer meets the Publisher's news-related editorial objectives.

1.2. The Products' content (text, code, comments, publications, illustrations, images, etc.) is protected on a worldwide basis by copyright and, where applicable, by rights protecting the databases produced by the Publisher. This content may therefore not be subject to any reproduction, representation, loaning, exchange or assignment, total or partial extraction of data and/or transfer to another medium, modification, adaptation, arrangement or transformation in any manner, even partially, other than in accordance with the conditions described hereafter.

1.3. Only a right of use is granted, to the exclusion of any transfer of property rights of any form, and therefore only the reproduction and representation of the content as authorised by the Intellectual Property Code is authorised, strictly for personal benefit and for professional use, for the sole purpose of enhancing client information records. Moreover, the Client agrees not to reconstitute the database(s) or to recirculate its/their content, on any grounds, and more generally agrees not to infringe the Publisher's rights, whether directly, indirectly or via a third-party intermediary.

### 2: PLACING AND CANCELLING ORDERS

2.1. In principle, the orders require the completion of a registration form signed by the Client and forwarded to the Publisher stating among other things the references of the Products and their quantity. The orders become firm and final when received by the Publisher. Therefore, no finalised order may be cancelled or modified.

2.2. The Client agrees to inform the Publisher immediately of any modification to the information supplied at the time its order was placed (such as the recipients for the deliveries or the invoicing address).

2.3. For the ATESSIA INTELLIGENCE Subscriptions, the Subscription is taken out from the subscription date for a period of 12 (twelve) calendar months. Invoicing takes place at the beginning of the Subscription period. Unless expressly refused, the Subscription will renew via tacit renewal at the price applicable at the time, for successive periods of one (1) calendar year at a time and is cancelled in accordance with the conditions of article 2.4.

2.4. The Subscription may be cancelled or modified (subject to the Publisher's agreement being obtained) from one year to the next, with any request for a modification to a subscription or a cancellation to be sent by registered letter with proof of receipt to the following address: ATESSIA 3, rue d'Uzès 75002 PARIS for the attention of Géraldine Baudot-Visser, at the latest one month before the subscription end date. Failing this, it will be renewed for the same perimeter as applied during the previous year.

2.5. The pricing conditions for the Subscription are shown on the registration form and are those in force at the time the order is placed or renewed (<https://www.intelligence.atessia.fr>).

2.6. The Subscription is concluded on an intuitu personae basis, exclusively for internal use by the Client and its salaried staff. The Client agrees that it will not transfer the subscription and/or any rights and obligations arising from it to a third party, by any means. It is prohibited to make any commercial use of the content of ATESSIA INTELLIGENCE.

2.7. The Publisher reserves the right to refuse or not to renew a subscription in accordance with the provisions of the so-called "Galland" law n° 96-588 of July 1st, 1996.

### 3: PRICES AND PAYMENT TERMS

3.1 In principle, the prices are inclusive of VAT unless stated otherwise. The invoices are payable at thirty (30) days net by cheque, bank transfer or bank card or in accordance with an agreed payment schedule where applicable.

3.2 The placing of any order implies a payment obligation on the part of the Client. The Client acknowledges that the placing of an order commits it to paying for the said order.

3.2. Additionally, in the case of overdue payment, the Publisher reserves the right to suspend the performance of its own obligations until the account is brought up to date, incurring no liability for this and with no possibility for the Client to seek to avail itself of any credit note or refund.

### 4: COMPLAINTS

4.1. The Client has a period of two (2) months from the start of the subscription to notify the Publisher, in writing, of any complaint concerning the Products.

4.2. Upon expiry of this deadline, the delivered Products are considered as being accepted by the Client and compliant with the order in both quality and quantity terms.

### 5. RETENTION OF TITLE CLAUSE APPLICABLE TO ALL CLIENTS

5.1. The Publisher retains full ownership of the articles published and of all content on the website.

## **6. SPECIAL PROVISIONS APPLICABLE TO THE WEBSITE ASSOCIATED WITH THE ATESSIA INTELLIGENCE SUBSCRIPTION**

6.1. Where applicable, the Publisher grants the Client a right of use of its website in accordance with the conditions described in the General Conditions applicable to this Product shown in the registration form or the contract concluded with the Client, to the exclusion of any transfer of ownership.

6.2. The use of the website by the Client constitutes acceptance of the general terms of sale and the general terms of use for this website.

6.3. The Publisher expressly reserves the right to modify all or part of the website at any time.

6.4. The access is reserved for natural persons who are employees of the Client (those on open-ended or fixed-term contracts of employment and interns). It is not possible to obtain personal access code for the Client's service providers, temporary employees and consultants. The access codes for the website associated with the Subscription are issued on a named basis and intended for strictly personal use. The Client agrees to ensure that its employees scrupulously respect the personal nature of the access codes created at its request. The Client agrees to inform the Publisher when employees leave in order that their access codes may be deleted. There is no limit on the number of access codes per Client for the same company name and company postal address. The Client may request that access codes be created/deleted throughout the lifetime of its Subscription.

## **7. GUARANTEES AND LIABILITY**

7.1. The Products comply with their commercial documentation. It is the Client's responsibility to prove any possible non-compliance.

7.2. The Publisher may not be considered liable for any loss suffered by the Client or by a third party resulting from the information contained in the Products and the Client's interpretations of such information, of the results it obtains, of the advice it issues or the acts it performs, with the latter being performed under the Client's sole liability.

7.3. The Client is informed when purchasing its Product that it is intended for professionals and that it may under no circumstances be considered as a replacement for the Client's own judgement or as incurring the Client's liability.

7.4. The Client assumes sole liability for the choice of the Product, having received necessary and sufficient advice and information concerning its usage conditions.

7.5. The Publisher may only be considered liable in the case of a proven fault or negligence, with this liability being limited to direct losses to the exclusion of any indirect or consequential losses of any nature, such as any loss of opportunity, lost earnings or operating losses. The total amount of any compensation and of any other sums the Publisher is required to pay may not exceed the total price paid annually by the client for the Product concerned.

## **8: NOTIFICATION**

8.1. Any request for clarification concerning the GTS, requests for information, complaints or cancellations must be submitted by post to the company ATESSIA LIFE SCIENCE ADVISORS (3 rue d'Uzès, 75002 Paris). The Publisher will make every effort to reply to any question as soon as possible.

## 9. PERSONAL DATA - PRIVACY & CONFIDENTIALITY

9.1. In accordance with the GDPR, the Client and/or the users have a right to access, rectify and oppose the use of the personal data processed concerning them. They may exercise this right by writing to the Publisher at the following address: [dataprivacy@atessia.fr](mailto:dataprivacy@atessia.fr). All information concerning the processing of your personal data is available on our website following address: <https://www.intelligence.atessia.fr/confidentialite/>

9.2. The Publisher operates as a sub-processor under the terms of the "Informatiques et Libertés" law (French data protection act).

## 10: GENERAL PROVISIONS

10.1. The GTS may be consulted online and may be modified at any time at the Publisher's discretion, requiring no other formality than their publication online. Only the latest version will be applicable and/or that applicable on the date the Publisher received the order. These GTS apply to all Products sold by the Publisher in addition to any special conditions possibly applicable to the Product. In the event of any contradiction between these GTS and the special conditions for the Products, the special conditions shall take precedence. Special conditions concerning the Products may be contained in the registration form for the Products. If this is the case, these conditions take precedence over all other contractual conditions.

10.2. None of the Parties may be considered liable for a failure to honour one of its obligations resulting from the occurrence of a case of force majeure as normally accepted by French case law. Also considered as constituting force majeure circumstances are transport strikes (e.g. the national and regional rail networks, airlines, etc.). However, if the interruption due to force majeure exceeds fifteen calendar days, either Party may decide to terminate the framework Contract or application agreement as of right by sending a registered letter with acknowledgement of receipt to the other Party.

10.3. The fact that a party does not demand the application of one of the provisions of the GTS or tolerates its non-application on a permanent or temporary basis may not be interpreted as constituting a renunciation of the right in question.

10.4. If any clauses of the GTS are declared null and void, they will be deemed unwritten but will not result in the invalidation of the order, of these GTS, of the special conditions for the Product and/or the Subscription.

10.5. The GTS are subject to French law. In the event of any dispute, only the Tribunal de Commerce (Commercial Court) of Paris will be considered as having jurisdiction for the matter even in the case of summary proceedings, the introduction of third parties or multiple defendants.