General terms for access to the Symaps platform

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Scope: business customers only

This version applies only to proposals, order forms or specific terms that expressly identify it and are validly accepted after it has been made available. Its publication or the replacement of a web link does not, by itself, amend any earlier contract.

1. Parties and definitions

These general terms (the “General Terms”) are offered by SYMAPS SAS, a French simplified joint-stock company with share capital of EUR 17,920, registered with the Paris Trade and Companies Register under number 824 024 863, whose registered office is at 118-130 avenue Jean Jaurès, 75019 Paris, France (“Symaps”), to any customer acting for business purposes (the “Customer”).

The “Agreement” means, in descending order of priority: (i) the proposal, order form or specific terms accepted by the Parties (the “Specific Terms”), (ii) where applicable, any expressly incorporated schedules, including any personal data processing agreement, then (iii) the version of these General Terms identified in the Specific Terms. In the event of conflict, the higher-ranking document prevails.

The “Platform” means the online Symaps software services and the modules, features, data and services identified in the Specific Terms. “Customer Data” means the data and content supplied, imported or uploaded by the Customer. “Outputs” means the analyses, reports and exports generated for the Customer using the Platform. “Authorised Users” means the persons authorised by the Customer within the limits of the Agreement.

2. Formation and evidence of the Agreement

The General Terms bind the Customer only if they were communicated before acceptance in a form the Customer can store and reproduce, and if the Specific Terms unambiguously identify or incorporate this version. Each Party keeps its copy of the Agreement and evidence of acceptance.

The Agreement supersedes all earlier commitments concerning the same subject matter. A proposal, demonstration, sales presentation or questionnaire response creates no obligation unless expressly included in the Agreement.

3. Access and right of use

Within the limits of the Agreement, Symaps grants the Customer, for the term, territories, modules and number of Authorised Users stated in the Specific Terms, a personal, non-exclusive, non-assignable and non-transferable right to access and use the Platform for its internal business purposes.

Unless authorised in writing by Symaps or required by mandatory law, the Customer may not:

- assign, resell, rent, sublicense or make the Platform available to a third party;
- circumvent usage limits, access source code, decompile or seek to reconstruct Symaps models, algorithms, datasets or methods;
- bulk-extract Symaps or third-party data, create a competing database, or use the Platform to develop, train or improve a competing service;

- interfere with security or operation, introduce malicious code, conduct unauthorised penetration tests or use the Platform for unlawful purposes.

The Customer is responsible for its Authorised Users, protects their authentication credentials and promptly informs Symaps of any suspected unauthorised access. Symaps may apply reasonable documented limits to protect security, third-party licences and fair use of shared resources.

4. Services, changes, maintenance and support

Symaps provides the services described in the Specific Terms with the reasonable skill and care expected of a professional. Unless expressly agreed in the Specific Terms, Symaps does not guarantee any service level, correction time, continued availability of a particular feature or business result.

Symaps may correct, maintain and develop the Platform. During a current commitment period, Symaps will not remove an essential feature expressly ordered without offering, within a reasonable time, a substantially equivalent replacement or termination of the affected service only, with a pro-rata refund of prepaid fees for the period not supplied. Changes required for security, law or third-party rights may be applied immediately.

The Platform may be interrupted for maintenance, emergency, security or external causes. Symaps will endeavour to give notice of planned maintenance likely to have a significant impact. Only support arrangements stated in the Specific Terms are contractual. Other general support information is indicative and may change.

5. Customer obligations

The Customer timely provides the information, access and cooperation needed. It warrants that it has all rights and legal bases required to provide and have the Customer Data processed, that such data are lawful and sufficiently accurate for the intended use, and that its instructions do not require Symaps to breach the law or third-party rights.

Outputs are decision-support tools based on available data, assumptions and methods. They are not a guarantee of future performance or legal, financial, property or regulatory advice. The Customer remains responsible for its decisions, business checks and use of Outputs.

6. Pricing, invoicing and payment

Prices, currencies, taxes, invoicing schedule and any early termination charges or penalties are set out in the Specific Terms. Where a price cannot be determined in advance, the Specific Terms state the calculation method or refer to a detailed quotation. Prices exclude taxes, which are payable in addition.

Unless the Specific Terms lawfully provide otherwise, invoices are payable by bank transfer within 30 calendar days of their issue date, with no discount for early payment. Any verification or acceptance procedure does not defer payment beyond applicable statutory limits.

Late payments automatically and without reminder bear interest at the rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points. The rate applying during the first half-year is the rate in force on 1 January; the rate applying during the second is the rate in force on 1 July. The statutory EUR 40 fixed recovery charge also applies, together with documented additional recovery costs exceeding it. These recovery charges are not due where safeguard, judicial reorganisation or judicial liquidation proceedings prohibit payment of the debt when due.

Symaps may suspend access after a formal notice to pay remains uncured for five business days, without prejudice to amounts due. Suspension may be immediate where needed to prevent a serious security threat or breach, manifestly unlawful use or imminent harm; Symaps will then inform the Customer as soon as reasonably practicable.

7. Term, renewal and termination

The effective date and initial term are set out in the Specific Terms. Unless otherwise stated, the Agreement then renews automatically for successive 12-month periods unless either Party gives written notice of non-renewal at least 30 days before the renewal date.

Symaps may give at least 45 days' notice before renewal of a price change or revised General Terms applicable to the following period. A Customer that does not accept may prevent renewal by observing the notice period above. No change applies during a current period or to an earlier contract without a valid contractual basis or the Parties' agreement.

For a material breach, the other Party may terminate 30 days after written notice remains uncured. This period is reduced to 10 days for non-payment and does not apply to an irremediable breach, unlawful use or a serious security threat or breach. A Party may also terminate in any other case provided by mandatory law or the Specific Terms.

Unless mandatory law or the Specific Terms provide otherwise, early termination by the Customer does not release it from committed fees for the current period or charges clearly disclosed before the Agreement was concluded. Upon termination, access rights end, subject to the retrieval period in Article 12.

8. Intellectual property

Symaps and its licensors retain all rights in the Platform, its software, interfaces, methods, models, algorithms, documentation, datasets, improvements and generic elements. The Customer retains its rights in Customer Data.

For the period needed to perform the Agreement, the Customer grants Symaps the right to host, copy, process and display Customer Data to provide, secure and support the service. Symaps may create and use aggregated and anonymised statistics that do not identify the Customer, its sites or any individual, in order to operate, secure, measure and improve its services.

After full payment, the Customer has a perpetual, non-exclusive right to use delivered Outputs for its internal business purposes. This does not transfer the underlying data, models or rights of Symaps and its licensors, or permit bulk resale or republication of Outputs, unless authorised in the Specific Terms or required by mandatory law.

9. Third-party data

The Platform may include third-party data or services subject to their own rights and limitations. Symaps may replace them if a supplier changes or withdraws its rights, subject to Article 4. The Customer complies with restrictions communicated to it and may not separately extract, redistribute or exploit those elements beyond the Agreement. These restrictions do not exclude data that mandatory law requires to be portable.

10. Personal data and security

Each Party complies with the rules applicable to it. The website privacy policy describes processing for which Symaps acts as controller; it does not govern processing carried out on the Customer's behalf.

Where Symaps processes personal data on the Customer's behalf, an agreement or schedule complying with Article 28 of the General Data Protection Regulation, identified in the Specific Terms, forms part of the Agreement and prevails for that processing. Until any required instrument has been concluded, the Customer must not upload personal data other than those strictly necessary to administer its Authorised Users.

Each Party implements technical and organisational measures appropriate to the risk within its scope. Symaps does not warrant that any internet-connected system is free from all vulnerabilities, incidents or interruptions. The Customer remains responsible for the security of its devices, access credentials and access under its control, and for backups of data it controls.

11. Confidentiality

Each Party protects non-public information marked as confidential or which should reasonably be understood as confidential, uses it only for the Agreement and discloses it only to employees, advisers and subcontractors who need to know and are bound by an appropriate obligation.

This duty does not cover information that becomes public without fault, was already lawfully known, was independently developed or was lawfully received from a third party. Disclosure required by law is permitted only to the extent required, with prior notice to the other Party where lawful. The duty continues for five years after termination and for as long as the law protects a trade secret.

12. Portability and switching

This Article applies to the extent the Platform is a data processing service subject to Articles 23 to 31 of Regulation (EU) 2023/2854 (the “Data Act”). It does not extend obligations beyond the mandatory scope of that Regulation.

The Customer may notify `contact@symaps.io` of its decision to (i) switch to the same service type provided by another provider, supplying the necessary details of that provider, (ii) port all its portable items to on-premises infrastructure, or (iii) have its exportable data and digital assets erased when the service ends. The notice period to initiate switching will not exceed two months.

After that notice period, the transitional period will not exceed 30 calendar days unless the next paragraph applies. During the notice and transition periods, the Agreement remains applicable. Symaps continues to provide the contractual functions and services with due care and preserves continuity within its scope. Symaps maintains a high level of security during data transfer and throughout the data retrieval period. It reasonably assists the Customer and third parties authorised by it, supports the exit strategy relevant to the ordered services, provides all relevant information and clearly states known risks to continuity.

If the 30-day period is technically unfeasible, Symaps will notify the Customer within 14 working days of the request, justify that technical unfeasibility and propose an alternative period not exceeding seven months. The Customer may extend the transition period once for a period it considers more appropriate. Continuity remains ensured throughout that alternative period. The Customer provides necessary information and cooperation, and the destination provider remains responsible for its environment.

The Agreement is deemed terminated and Symaps notifies the Customer (i) when the switch or on-premises porting is successfully completed or (ii), if the Customer chooses erasure only, at the end of the maximum notice period.

The categories that can be ported are exhaustively the following, to the extent they exist for the ordered service:

- account, organisation and Authorised User identifiers and settings needed to administer and use the service, where exportable;
- Customer Data supplied, imported or uploaded, including files and datasets relating to locations, sites, customers and indicators, together with their coordinates, attributes, labels, tags, settings and metadata;
- configurations and digital assets created or saved by the Customer, including Finder, survey, score, network and report configurations, weightings, study areas, catchment areas or isochrones, and sharing and access settings controlled by the Customer or usable by it independently of the Agreement;

- Outputs and metadata directly or indirectly generated or co-generated by the Customer's use, including site and network analyses, proposed points of interest, raw, normalised or penalty values, scores and predictions, network or cannibalisation results, reports and generated files, exports, and Customer-visible project or processing history; and
- any other exportable data or digital asset within the meaning of the Data Act not already falling within a category above.

Only the following may be excluded: (i) Symaps or third-party elements protected by intellectual property rights or trade secrets, solely to the extent they are not themselves exportable data or a digital asset that the Customer can use independently; (ii) categories specific to the internal functioning of the service whose export would create a risk of breaching Symaps trade secrets, including source code, model implementation or weights, internal query plans, system configurations, job routing, cache identifiers and internal administration, observability, security or fraud- prevention logs; and (iii) elements whose disclosure would compromise service security or integrity. No exclusion may prevent or delay delivery of exportable data or a digital asset.

Current procedures, all data structures and data formats, and the relevant standards and open interoperability specifications are described in the online register referenced in the Specific Terms and available at `https://symaps.io/saas-portability-infrastructure/`. In the absence of a published mandatory standard, Symaps provides exportable data in a structured, commonly used and machine- readable format. Symaps makes the open interfaces required by applicable law available free of charge and to an equal extent to all its customers and the concerned destination providers, with sufficient information for data portability and interoperability. Additional services requested by the Customer beyond legal obligations are quoted separately.

The Customer has at least 30 calendar days after the transition ends to retrieve all its exportable data and digital assets. After that period, or a later agreed date, Symaps fully erases all exportable data and digital assets directly generated by the Customer or relating directly to it once the requested switching or erasure process has been successfully completed. Data that mandatory law temporarily requires Symaps to retain is isolated, no longer operationally accessible for providing the service and erased when that duty ends.

Until 12 January 2027, any switching charges may not exceed costs directly related to the switching process and must have been clearly disclosed before the Agreement. From that date, no switching charge applies. Ordinary service fees, lawfully disclosed early termination penalties and additional services requested by the Customer are not switching charges, within the limits of the law. Where applicable, the online register states standard service fees, early termination penalties, reduced switching charges and services for which switching is highly complex or costly.

Information about the jurisdiction of the infrastructure and measures against certain international governmental access to non-personal data is available at the same address. Where the majority of a service's main features has been custom-built for an individual Customer, or all its components have been developed for that Customer, and the service is not offered at broad commercial scale through Symaps' service catalogue, the obligations in Article 23(d), Article 29 and Article 30(1) and (3) of the Data Act do not apply; the other obligations in that Chapter continue to apply. Chapter VI of the Data Act does not apply to a non-production version supplied for a limited period for testing and evaluation. Any exception is disclosed before the Agreement is concluded.

13. Customer references

During the Agreement, Symaps may include the Customer's name and logo in a factual customer list, without suggesting endorsement, unless the Customer objects in writing or the Specific Terms provide otherwise. Any case study, quotation or detailed announcement requires separate written approval.

14. Liability

Each Party is liable for direct and foreseeable loss caused by its proven breach. To the extent permitted by law, Symaps is not liable for indirect loss or, whether direct or indirect, for loss of margin, revenue, customers, reputation, opportunity or expected savings. Symaps is also not liable for loss caused by the Customer's data, instructions, systems or decisions, a third party outside Symaps' reasonable control, or use contrary to the Agreement.

Subject to the following paragraph, Symaps' aggregate liability under the Agreement is limited to the fees excluding tax paid or payable for the affected services during the 12 months before the event or, if the Agreement is less than 12 months old, during the period since its effective date. Related events constitute a single event.

No limitation applies where prohibited by law, including in the event of wilful misconduct or gross negligence, death or personal injury, or where a limitation deprives an essential obligation of its substance. The Customer indemnifies Symaps against third-party claims arising from unlawful Customer Data, missing rights or use of the Platform in breach of the Agreement, except to the extent caused by Symaps.

15. Force majeure

Neither Party is liable for a failure caused by a force majeure event within the meaning of Article 1218 of the French Civil Code. The affected Party informs the other and reasonably mitigates the effects. If prevention lasts more than 60 days, either Party may terminate the affected services without compensation, subject to fees due for services already supplied.

16. General

Symaps may use subcontractors and remains responsible for its contractual obligations. The Customer may not assign the Agreement without Symaps' written consent. Symaps may assign it to an affiliate or in connection with a reorganisation, merger or transfer of the relevant business, provided that it informs the Customer and does not reduce its essential rights.

Notices are sent to the contacts stated in the Specific Terms; operational notices may be sent by email. Formal notice or termination must allow proof of receipt. Failure to exercise a right is not a waiver. If a provision is unenforceable, the remainder stays effective and the Parties replace it with a valid provision having the closest possible economic effect.

The Agreement is governed by French law, excluding its conflict-of-laws rules.

WHERE BOTH PARTIES CONTRACTED AS TRADERS, THE PARIS COMMERCIAL COURT HAS EXCLUSIVE JURISDICTION OVER ANY DISPUTE RELATING TO THE AGREEMENT, INCLUDING MULTIPLE DEFENDANTS OR THIRD-PARTY INDEMNITY PROCEEDINGS. IN OTHER CASES, APPLICABLE JURISDICTION RULES APPLY.

The French version prevails over any translation unless the Specific Terms expressly state otherwise.