

# e-Campsis - General Terms and Conditions

**Introduction** These Terms and Conditions ("Terms") govern all Services provided by Calvagone through e-Campsis. By using our Services, you agree to these Terms, designed to ensure clarity and mutual understanding in our service provision. Additional terms will only apply if agreed upon in writing.

## 1. Definitions

- 1.1. **Terms:** These Terms and Conditions.
- 1.2. **Calvagone:** 3 Allée Victor Pulliat, 69380 Chazay d'Azergues, France.
- 1.3. **Client:** Any entity using Calvagone's Services or website, as specified in the Purchase Form.
- 1.4. **Confidential Information:** All information identified by a disclosing party as proprietary or confidential, including simulation results and analyses.
- 1.5. **Price List:** Calvagone's current pricing for services.
- 1.6. **Service:** Services provided under e-Campsis, including online data simulation support.
- 1.7. **Documentation:** User guides and related material provided by Calvagone for Service usage.

## 2. Service Description

- 2.1. **e-Campsis Overview:** e-Campsis, developed by Calvagone, is a web application for population PK/PD simulations, intended for use by qualified research professionals. The Service is intended to run model-based simulations for concept development or to support clinical trial simulations. e-Campsis simulations do not provide medical advice or recommendations. A medical professional is solely responsible for any treatment decisions.
- 2.2. **Terms of Use:** Accessing e-Campsis free, free+ or pro versions signifies your agreement to these Terms as amended from time to time. Note that e-Campsis is hosted on shinyapps.io, which may link to third-party content, over which Calvagone has no control. Access to e-Campsis free+ or pro will need you to create a user account on shinyapps.io and accept the terms of service of Posit Software, PBC (<https://posit.co/about/posit-service-terms-of-use/>).
- 2.3. **Acceptance and Access:** Use of e-Campsis is subject to these Terms. A purchase order for e-Campsis pro services constitutes acceptance of these Terms. No purchase order shall be binding until accepted by Calvagone in writing. No partial execution of an order shall constitute the acceptance of the entire order.
- 2.4. **Support and technical services:** Calvagone will not provide support services ("Support") in relation to the Service during the validity period of the subscription. Calvagone may provide

consulting or educational services on a time and materials basis, unless otherwise agreed by the parties in writing.

### 3. Price and Payment

- 3.1. **Pricing:** Services are charged as per the Order Form or the current Price List (except for e-Campsis free and free+). Prices are valid for 14 days from the quotation date. The price stated is the fee for a subscription of 12 month. The subscription requires renewal every 12 months.
- 3.2. **Taxes:** Prices do not include applicable taxes. These are the Client's responsibility.
- 3.3. **Payment Terms:** Calvagone shall invoice Client for the Services upon Calvagone's acceptance of Client's Order Form. The invoice shall cover Client's price for the Service and any Taxes or other applicable costs initially paid or payable by Calvagone. Client shall pay all such amounts at the start of the Services, but at least within 30 days of invoicing. If payment is not received within 30 days, then Client access to the Service will be revoked. Late payments (60 days from the due date of the invoice) attract a 1.0% monthly charge.

### 4. Confidentiality and Security

- 4.1. **Protection of Confidential Information:** Confidential Information must not be disclosed without written consent. It remains the property of the disclosing party. Notwithstanding the above, information will not be deemed Confidential Information if:
- (1) available to the public other than by a breach of an agreement with Calvagone,
  - (2) rightfully received from a third party not in breach of any obligation of confidentiality
  - (3) independently developed by one party without access to the Confidential Information of the other
  - (4) known to the recipient at the time of disclosure; or
  - (5) produced in compliance with applicable law or a court order, provided the other party is given reasonable notice of such law or order.

All intellectual property rights, including any future development and/or modifications of e-Campsis, including those derived from data or user feedback are the sole ownership of Calvagone SAS. You must not disclose, distribute, reverse-engineer or sub-license full or any part of e-Campsis services. The use of the Service for purposes beyond those authorized under this Agreement are prohibited.

- 4.2. **Account Security:** Keep your login details confidential. You are responsible for all activities under your account.
5. **Warranty and Liability Limitation** Calvagone provides e-Campsis "as is". We make no warranties regarding its functionality or availability and are not liable for any damages arising from its use. Client agrees that the use of these Services is at their sole risk. In no event shall Calvagone be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the use of the Service. Calvagone reserves the right to discontinue the Service at any time.

Client acknowledges that the Services are intended FOR RESEARCH USE ONLY and NOT FOR USE IN DIAGNOSTIC PROCEDURES. The Services should be used by qualified research professionals in strict accordance with applicable research standards. No claim or representation is made or intended by Calvagone

- (1) as to any diagnostic or other clinical use of the Service;
  - (2) that the Service has any Approval for use in any diagnostic or other clinical procedure, or for any other use requiring compliance with any law, regulation or governmental policy concerning medical devices, laboratory tests or the like;
  - (3) that the Service has approval of any regulatory agency;
  - (4) that the Service or its outcome is suitable or has been validated for clinical or diagnostic use, for safety and effectiveness, or for any specific use or application.
6. **Release and Indemnity** You agree to indemnify Calvagone against all claims related to your use of our Service.
7. **Termination** This Agreement can be terminated by either party in case of a material breach not remedied within 60 days. Upon termination, all access to the Services (free+ and pro version) will cease and the Client User account will be removed. Termination shall not relieve Client from paying all fees accruing prior to termination. Sections 4, 5 and 6 shall survive termination of this Agreement. The free version of e-Campsis will still be accessible and its use constituted acceptance of the Terms of use.
8. **General Provisions**
  - 8.1. **Notices:** All notices must be in writing and sent to the addresses specified above. All notices shall be in English
  - 8.2. **Assignment:** No part of this Agreement can be transferred without written consent.
  - 8.3. **Entire Agreement:** This document supersedes all prior agreements and understandings regarding e-Campsis.
  - 8.4. **Severability and Waiver:** If any part of this Agreement is found unenforceable, the remainder still applies. The failure or delay by either party to enforce any term of this Agreement shall not be deemed a waiver of such term.
  - 8.5. **Force Majeure:** Neither party is liable for delays or failures due to uncontrollable events.
  - 8.6. **Jurisdiction:** This Agreement is governed by French law. In the event of a dispute, the parties shall try to negotiate an amicable solution in good faith. In the absence of an amicable settlement, all disputes that may arise from this Agreement shall be subject to the exclusive jurisdiction of the Commercial Court of Villefranche sur Saône.