e-Campsis – Terms of Service

Effective Date: 28-May-2025

Introduction These Terms of Service ("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. Our Privacy Policy also applies and is laid out in a separate document.

1. **Definitions**

   1.1. **Terms**: These Terms of Service.

   1.2. **Calvagone**: Calvagone SAS, 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. **Services**: Online pharmacokinetic (PK) and pharmacodynamic (PD) data simulation.

   1.7. **Documentation**: User guides and related material provided by Calvagone.

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. **Acceptance**: Use of e-Campsis is subject to these Terms. A purchase order for e-Campsis pro services constitutes acceptance of these Terms as does the registration to and use of e-Campsis free. No purchase order shall be binding until accepted by Calvagone in writing. Partial execution of an order does not imply acceptance of the full.

   2.3. **Access**: e-Campsis is accessible via an internet connection and is not available for local installations on Client's system. e-Campsis is primarily hosted on shinyapps.io (provided by Posit Software, PBC). Some technical data may be processed in the United States under Standard Contractual Clauses (SCCs) or other legal safeguards as stipulated in Posit's Terms of Use (https://posit.co/about/posit-service-terms-of-use/) and their Data Privacy Policy (https://posit.co/about/privacy-policy/), which you agree to when using shinyapps.io-hosted versions of e-Campsis. For workshops and beta-testing we may use also e-Campsis hosted on servers in a secure and certified data center in Europe.

2.4. **Support and Technical Services**: See service level agreement in section 10.

2.5. **Changes in Service:** We are always looking for ways to make the Services better, smarter, and more secure. To live up to that, we may need to modify features and functionality from time to time. If we change the Services during the term of this Agreement in a way that materially reduces functionality or limit access to certain features, we will notify Client at the email address associated with their account. After receiving the notice, you may terminate this Agreement within thirty days. In such case, you will be provided with a pro-rata refund of any pre-payment. This termination right will not apply to updates made to features provided as beta Services.

3. Price and Payment

3.1. **Service Plan**: Calvagone offers both free and paid Services. If Client subscribes to a paid Service (e-Campsis pro), then prices and features of Services depend on the Service Plan selected. Current prices and features are published on the e-Campsis website.

3.2. **Pricing**: Paid services are charged as per the Order Form or the current Price List. The price stated is the fee for a subscription of 12 months.

3.3. **Users**: Access to and use of the Services is limited to the individuals identified by the Client on the Order Form (including first name, last name, and email address). Clients may request changes to the list of authorized users up to two times during each subscription period.

3.4. **Renewal:** The subscription requires renewal every 12 months. Calvagone will notify Client via e-mail before the end of the subscription period. If the Client does not wish to renew or does not respond to the request, access to the service will be suspended.

3.5. **Taxes**: Prices do not include applicable taxes. These are the Client's responsibilities.

3.6. **Payment Terms**: Calvagone shall invoice Client for the Services upon Calvagone's acceptance of Client's Order Form. The invoice shall cover the price for the Services 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 the Client's access to the Service will be revoked. Late payments will incur a 1.0% monthly charge of the total invoice from 60 days past invoice date.

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.

4.2. **Account Security**: Keep your login details confidential! You are responsible for all activities under your account.

4.3. **Limited Permission:** This Agreement does not grant Calvagone any ownership over the contents of Client Files or Data or over Client's intellectual property, except for the limited rights that are reasonably necessary for Calvagone to provide the Services in accordance with this Agreement, in particular to store, backup or transfer Client Files and Service Data.

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. 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 is prohibited.

4.4. **Identifying Client:** Upon prior written consent from Client, Calvagone may publish and identify Client as a user of the Service, and Client grants Calvagone a non-exclusive, fully paid-up licence to use its company (or other affiliation) name and associated logos and trademarks on the e-Campsis website and other marketing materials. Calvagone agrees to comply with all reasonable guidelines and directions of Client regarding the form, manner and application of such logos and trademarks. Client can request Calvagone to stop identifying Client as a user of the Service anytime by sending a written notice to campsis@calvagone.com.

5. **Warranty and Liability Limitation** Calvagone provides e-Campsis "as is" and "as available". 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.

6. **Acceptable use**

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.

7. **Release and Indemnity** You agree to indemnify Calvagone against all claims related to your use of our Service.

8. **Suspension**

8.1.1. **Suspension for cause:** Calvagone may suspend access to Services or restrict its functionality if: (i) Client fails to timely pay any service fee owed to Calvagone, (ii) Client breaches any provision of this Agreement or the documents referred to in this Agreement, (iii) Calvagone has reason to believe that Client is in breach of any applicable law or regulation, (iv) Calvagone is requested or directed to do so by any competent court of law, government authority, public agency, or law enforcement agency, (v) Client is or becomes subject to any bankruptcy or similar proceedings, (vi) Calvagone believes that continued use of the Services by Client or its Company Administered Users creates legal risk for Calvagone or presents a threat to the security of the Services or other customers.

8.2. **Notice:** Calvagone will use commercially reasonable efforts to notify Client and the relevant Company Administered User (if applicable) prior to any such suspension, unless Calvagone reasonably believes that: (i) it is prohibited from doing so under applicable law; or (ii) it is necessary to delay notice in order to prevent imminent harm to the Services or a third party. If notice is delayed, Calvagone will provide notice if and when the related restrictions no longer apply.

8.3. **Effects of suspension:** If Calvagone Services are suspended in accordance with clause 8.1 above, Client remains responsible and liable for all Fees and charges incurred up to the date of suspension as well as for any Fees for any Service to which Client continues to have access. As a result of suspension, Client's Files will not be deleted unless specified otherwise in this Agreement, or Client explicitly requests their deletion.

9. **Termination**

9.1. **Termination for convenience:** Client may elect to terminate his account(s) and subscription to the Services as of the end of its then current subscription period (i) with an account closing mechanism or (ii) by contacting Calvagone in accordance with clause 11.1 (Notices) below. In this case, Client's subscription will not be renewed. There is no refund for any pre-paid service. Client may terminate its free subscriptions at any time without cause.

Calvagone may terminate this Agreement by providing sixty-day notice if it discontinues the Service. In this case, Calvagone will provide Client with a pro-rata refund of any pre-payment. Sections 4, 5 and 7 shall survive termination of this Agreement.

9.2. **Termination for cause:** Either party may terminate this Agreement with notice if the other party materially breaches this Agreement and such breach is not cured within 30 days after the non-breaching party provides notice of the breach. In case of termination for cause by Client, Calvagone will provide Client with a pro-rata refund of any pre-payment. Calvagone may terminate the Agreement immediately on notice to Client if (i) Client fails to timely pay any amount owed to Calvagone; or Calvagone reasonably believes that (ii) the Services are being used by Client or its Users in violation of applicable law, or (iii) continued use of the Services by Client (or its Company Administered Users) creates legal risk for Calvagone or presents a threat to the security of the Services or other customers; or (iii) Client or a Company Administered User breaches any provision of this Agreement or the documents referred to in this Agreement.

10. **Service level agreement (SLA)**

10.1. **Support Scope:** Calvagone provides technical support exclusively for issues related to the availability, connectivity, and accessibility of the e-Campsis platform. This support does not cover assistance with the use of the tool, modeling questions, or interpretation of results. For this a separate service contract can be established.

10.2. **Support Response Time**: Calvagone commits to responding to support requests related to availability or access issues within two (2) business days from receipt of the request. Support requests should be submitted to campsis@calvagone.com .

10.3. **Uptime and Downtime Compensation:** Calvagone aims to ensure high availability of the e-Campsis platform. In the event of a service outage or unscheduled downtime exceeding three (3) consecutive days, Clients who subscribe to a paid version of e-Campsis will be eligible for a proportional discount on their next subscription period. The discount will reflect the number of full days of downtime beyond the three-day grace period.

10.4. **Exclusions:** Downtime caused by scheduled maintenance (with prior notice), issues outside of Calvagone's control (e.g. internet service provider failures, force majeure events), or caused by Client-side misconfiguration is not subject to compensation under this SLA.

11. **General Provisions**

11.1. **Notices**: Notices must be sent via email, first class post, airmail or overnight courier to the following address:

Calvagone SAS
3 Allée Victor Pulliat
69380 Chazay d'Azergues
France
Email: contact@calvagone.com

and are deemed given when received. Notices to Client may also be sent to the applicable account email address and are deemed given when sent. All notices shall be in English.

11.2. **Changes in terms:** Calvagone may revise the terms of this Agreement from time to time, in particular due to changes in the Services or applicable laws and regulations, and the most current version will always be available on Calvagone's website. If, at Calvagone's sole discretion, a revision is deemed to materially reduce functionality or limit access to certain features, Clients will be notified in writing with a thirty-day notice. In such case, Client may terminate his Agreement and account(s) with a thirty-day notice. By continuing to access or use the Services after the amendment enters into effect, you agree to be bound by the revised Agreement.

11.3. **Assignment**: Neither party may assign or transfer this Agreement, in whole or in part, without prior written consent of the other party, except in the case of a merger, acquisition, or sale of all or substantially all of the assigning party's assets.

11.4. **Entire Agreement**: This document supersedes all prior agreements and understandings regarding e-Campsis.

11.5. **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.

11.6. **Force Majeure**: Neither party is liable for delays or failures due to uncontrollable events.

11.7. **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.