

GENERAL TERMS AND CONDITIONS OF SALE OF eVIDAL PRODUCT

VIDAL France, a public limited company with share capital of 100,000 euros, registered with the Nanterre Trade and Companies Register under number 552 082 273, whose registered office is located at 21 rue Camille Desmoulins – 92130 Issy-les-Moulineaux, (hereinafter referred to as "VIDAL"), provides a medicinal product database aimed at healthcare professionals working within institutions, hereinafter referred to as the "Database."

The eVIDAL offer (hereinafter referred to as "eVIDAL") is a consultation website designed for businesses, providing information on various issues related to medicines, medical devices, and other health products.

Signing the order form or a quote implies full and unconditional acceptance of these General Terms and Conditions of Sale (hereinafter referred to as the "T&Cs"), to the exclusion of any other document. Orders are firm and final, meaning that no cancellation will be accepted.

1. PURPOSE

These T&Cs describe the terms and conditions of sale and use of eVIDAL, applicable without reservation to any company subscribing to the VIDAL offer by signing an order form or quote (hereinafter referred to as the "Client").

The Client declares having received, prior to subscribing to these T&Cs, all the necessary informational and technical details about eVIDAL's mode of operation and content.

The Client agrees to inform the employees of its company using eVIDAL (hereinafter referred to as the "End Users") of the provisions of these T&Cs and to ensure compliance with them.

The usage rights granted herein are for the Client's internal needs only, are non-transferable and non-exclusive, and no intellectual property rights are transferred under these terms.

2. CONTRACTUAL DOCUMENTS

The contract consists of:

- This document titled "General Terms and Conditions of Sale";
- Appendix 1 regarding the processing of personal data;
- The signed order form or quote.

The contract concluded between VIDAL and the Client (hereinafter referred to as the "Parties") represents the entirety of the agreement between the Parties as of the date the Client signs the order form or quote.

3. TERM

The contract enters into force upon the Client's acceptance of the order form or quote, or failing that, on the date the license is sent to the Client.

- For public company Clients : The contract is concluded for the maximum duration specified on the order form or quote.
- For private company Clients : The contract is concluded for a period of twelve months. At the end of this initial period, the contract will be automatically renewed on an annual basis.



The annual termination provisions in Article 11 apply to both cases.

4. PRODUCT DESCRIPTION

eVIDAL includes, within the limits of the services subscribed to by the Client and listed on their order form or quote:

- A right of access, consultation, and search within the Database, which includes a selection of official normative and regulatory documentary sources, as well as publications from the VIDAL group (Recos).
- Client support under the conditions outlined in Article 5 below.

5. ACCESS CONDITIONS

eVIDAL is accessible only to End Users, with the understanding that the Client may not authorize anyone other than its staff members to use it. When an End User leaves the Client's company, they may not claim continued access rights.

Any unauthorized use of the Client's access to eVIDAL engages the Client's liability.

Client or End Users access eVIDAL via an authentication token (hereinafter the "Token") provided by VIDAL. Each Token is personal, confidential, and non-transferable.

Client and End Users can access eVIDAL 24/7, except in cases of force majeure or events beyond VIDAL's control, as well as any necessary maintenance or updates to ensure proper site and equipment operation.

Client and technical support are available Monday to Friday (mainland France hours) from 9:00 AM to 12:30 PM and 2:00 PM to 6:00 PM (5:00 PM on Fridays) at 09.77.40.18.18 or by email at service.clients@vidal.fr.

VIDAL reserves the right to decline any subscription request submitted to it.

6. TERMS OF USE

All document and data provided by VIDAL under this contract are protected by copyright, software rights, and database rights, in accordance with the provisions of the French Intellectual Property Code.

The Client expressly undertakes:

- To use the services, documentary resources, information, search results, and other elements obtained through the products only for its professional needs, in compliance with the intellectual and moral rights of their authors and VIDAL;
- Not to reconstruct or attempt to reconstruct, using the data and/or other means, a database aimed at offering, directly or indirectly, for free or for a fee, the same service or a comparable service to unauthorized individuals, nor to distribute or sell data obtained through VIDAL services in order to help anyone recreate such a database;
- To preserve the confidentiality of the Token and take necessary measures to prevent third parties from accessing it and illicitly accessing the service;
- To immediately inform VIDAL in the event of Token theft, loss, or illicit use;
- To ensure that End Users comply with these obligations.



Compliance by the Client and End-Users with the aforementioned obligations is a substantial condition without which VIDAL would not have concluded the Agreement. Consequently, VIDAL reserves the right to suspend access to the Products and terminate the Agreement without being obliged to give any prior notice if the Client or End-Users do not comply with any or all of the aforementioned obligations, without prejudice to any damages that may be due to VIDAL or to any other recourse that may be undertaken against the Client or End-Users.

The Client agrees to the characteristics and limitations of online services, and in particular, acknowledges:

- a) that it is aware of the uncertainties of online consultation, in particular with regard to response time;
- b) that it is responsible for taking all measures necessary to ensure that the technical characteristics of its computer and/or IT network allow access to the Products. The Client acknowledges that it is aware of the minimum configurations required for normal use of the Products,
- c) that it is solely responsible for its Internet access; and
- d) that it is responsible for taking all measures necessary to protect its own data and/or software from contamination by any virus that may be spread over the Internet or contracted by any other electronic means.

7. EVOLUTION

VIDAL reserves the right to modify the content and functionalities of the offer during the execution of the contract. It may offer complementary modules, free or paid, which the Client may choose to subscribe to.

The Client is informed that in the event that one or more Products is/are discontinued, VIDAL may replace it/them with (an)other product(s) of equivalent quality, features and content. The Client shall receive prior notice of this. The Client may refuse the proposed replacement and may request, as definitive compensation, the reimbursement of the amounts paid corresponding to the period in which the subscription could not be complied with.

VIDAL may also modify the T&Cs at any time, and the new T&Cs will take effect once the updated order form is sent to the Client.

8. FINANCIAL CONDITIONS

The subscription to the Products is accepted against the payment by the Client of the annual flat-rate fee shown on the quotation signed by the Client. The applicable VAT rate will be the one in force on the date of invoicing.


An invoice is drawn up and addressed to the Client after the sending of the authentication codes by VIDAL to the Client or activation of its API licence, then every year on the anniversary date of the Agreement.

The Client is informed that the annual flat-rate fee shown on the quotation does not include Internet access fees or telephone costs, nor the cost of calls to Client Support, which remain fully incumbent upon the Client.

The Client is also informed that this annual flat-rate fee shown on the quotation may be reassessed each year according to the change in the Syntec index, using the following formula:

$$P = P_0 \times (S/S_0)$$

In which:



Po is the base price

P is the revised price

So is the Syntec index known on the effective date

S is the most-recent Syntec index published on the date of revision

For Clients that are public healthcare establishments, all invoices shall be payable in full within 50 days of receipt.

For Clients that are private establishments, all invoices shall be payable in full within 30 days of receipt.

If the payment is not made within the required deadlines, a late-payment penalty shall be automatically applied to the Client as of the invoice due date, equal to the interest rate applied by the European Central Bank (ECB) for its most-recent refinancing operations, increased by 8 points, with no reminder being necessary; to this, a flat-rate indemnity of €40.00 in compensation for the recovery costs shall be added.

In case of any payment incident or late payment by the Client, VIDAL reserves the right, in future, to demand the payment in full of all amounts remaining due for the term of the Agreement.

Moreover, in case of non-payment of the invoice by the Client, VIDAL reserves the right to immediately suspend access to the Products, without prejudice to its power to terminate the Agreement in the conditions set out in Article 11 hereinafter. Recovery of access to the Products shall only become effective after full payment and for the remainder of the Agreement.

9. LIABILITY


VIDAL is held to an obligation of means for the execution of the Agreement.

The Products contain or give access to information that has been gathered from the French Agency for the Security of Health Products (Agence Nationale de Sécurité du Médicament—ANSM) or the European Medicines Agency, as well as from other official sources for which VIDAL is not a substitute.

VIDAL takes particular care to provide high-quality Products and services. Their development and composition are so complex that Vidal cannot guarantee against any omissions or erroneous information. VIDAL does not offer any express or implied guarantee with regard to its Products or any data that the Client and/or its End-Users might obtain from Vidal and its Database. Vidal undertakes to promptly correct any omission or error of which it becomes aware or that is reported to it by a user.

The Client is responsible for the appropriate association of the Database and/or APIs to its professional requirements and needs and, as a medical practitioner, for the use and interpretations it makes of the documents obtained through VIDAL and the actions and advice it therefrom deduces or issues. The use of the Products and the exploitation of this data by the Client and/or its End-Users is therefore under its/their sole responsibility and at its/their own risk. VIDAL shall not be held liable for any consequences that may result from any error in prescription, delivery, administration or, more generally, use of the Products.

The use of the Database and/or APIs does not exempt the End-User from verifying the information made available by the authorities and any other official source. The use of the Products is not a substitute for the decision of the prescribing physician, who alone decides on the therapeutic means to be considered.



VIDAL shall not be liable for any direct or indirect damages, notably those arising from proceedings brought by third parties against an End-User and that may be due to a direct or indirect omission or erroneous information as a result of the Products. The Parties expressly agree to consider as indirect damages any moral or commercial prejudice or loss of profit, turnover, orders, revenue, clientele, or data, and any proceedings brought against the Client by a third party and the resulting consequences.

In the event of interconnection between the APIs and third-party software, VIDAL's liability shall in no case be sought if the VIDAL data is not correctly reproduced. Hence, the Client waives in advance all rights to bring proceedings against VIDAL.

In any event, the burden of proving any fault by VIDAL shall lie with the Client, and if VIDAL'S liability is invoked, its liability shall be limited to the amount it actually received during the current contractual period.

10. INTELLECTUAL PROPERTY

VIDAL is the sole owner of the document libraries, texts, illustrations, and data contained in the Products, as well as all reproduction rights and associated rights, subject to any rights that may be owned by third parties. The Client and End-Users are authorised to reproduce and make printouts of the data to which they have access, exclusively for internal use and free of charge. This possibility may in no case be used to reproduce all of the data contained within the Products. The Client and its End-Users undertake not to copy, publish, distribute or sell, in any way whatsoever, these rights and more generally not to infringe, directly or indirectly, the intellectual property rights held by VIDAL.

VIDAL is the producer and owner of all or part of the databases contained in eVIDAL. As a result, it is forbidden to extract, re-use, store, reproduce, represent or retain, directly or indirectly, on any medium whatsoever, by any means and in any form whatsoever, all or any qualitatively or quantitatively substantial part of the content of the databases contained in eVIDAL, as well as to repeatedly and systematically extract or re-use qualitatively and quantitatively insubstantial parts when such operations manifestly exceed the conditions of normal use initially provided by VIDAL.

VIDAL is a registered trademark of VIDAL France, all rights reserved. All the documents and data made available to the End User as part of the use of eVIDAL are protected by copyright, software rights and database rights, in accordance with the provisions of the French Intellectual Property Code.

11. TERMINATION

The Agreement may be terminated each year by either Party. The Party wishing to terminate the Agreement shall notify the other Party by registered letter with acknowledgement of receipt at least one month prior to the anniversary date of the Agreement.

This Agreement may be terminated automatically and in its own right by VIDAL in the event that the Client does not comply with its obligations.

The Agreement will be effectively terminated fifteen (15) days after the notification by VIDAL to the Client, by registered letter with acknowledgement of receipt, of a breach by the Client of one of its obligations.

VIDAL may, at its sole discretion and without prior notification to the Client, suspend the latter's access to the Products and/or terminate the Agreement, in its own right and without prior notice, in case of:

a) non-payment of an invoice;



- b) communication by the Client or an End-User of the authentication codes or the Token to an unauthorised third party;
- c) breach by the Client of the extent of the rights granted to it under the Agreement; and
- d) modification or reproduction of the APIs without prior authorisation.

In the event of early termination of the Agreement due to any of the reasons mentioned in a), b), c), or d) above, all amounts remaining due by the Client shall be immediately payable without prejudice to any damages that may be due to VIDAL.

12. FORCE MAJEURE

Neither VIDAL nor the Client may be held liable in the event that it becomes impossible to execute any or all of its obligations due to an event of force majeure within the meaning set out by French case law. The Party claiming force majeure shall notify the other Party thereof by registered letter with acknowledgement of receipt. The execution of the obligations of the impeded Party is then deferred for a period at least equal to that of the suspension due to this cause. However, beyond an interruption of three months for reasons of force majeure, each Party may choose to terminate the Agreement by registered letter with acknowledgement of receipt. In this case, the amount remaining due to VIDAL will be calculated in proportion to the service provided.

13. PERSONAL DATA

The Client's complete personal data processing policy is included in Appendix 1 of these T&Cs.

14. INSURANCE

VIDAL declares to have taken out professional civil liability insurance with a reputedly solvent company and to be in good standing with regard to the payment of the relevant premiums.

15. MISCELLANEOUS PROVISIONS

This Agreement is concluded intuitu personae.

The Agreement, including the rights and obligations set out in it, may in no event be transferred by the Client to a third party without VIDAL's prior written and express consent.

If any clause in this Agreement is deemed invalid, the rest of the Agreement will not be affected by the invalidity of said clause.

The fact that one of the Parties does not invoke a commitment by the other Party to the other Party of any of the obligations set out in this Agreement, shall not be interpreted in the future as a waiver of the obligation in question.

16. APPLICABLE LAW—AMICABLE SETTLEMENT OF DISPUTES—JURISDICTION

This Agreement is governed by French law.

In the event of any dispute arising from the interpretation or execution of this Agreement, the Parties undertake to seek an amicable settlement. Failing such a settlement, the dispute shall be brought exclusively before the courts in Paris, notwithstanding a plurality of defendants or a claim for contribution from a third party.



APPENDIX 1 – PERSONAL DATA PROCESSING

In the context of using eVIDAL, personal data is processed by VIDAL France as the data controller.

VIDAL processes personal data of Clients, representatives designated by Clients, and End Users for the following purposes:

- To manage its relationship with the Client and provide services and products (commercial activities management, Client support, complaint handling, invoicing, accounting, payment processing, collections, satisfaction surveys, and Client studies, financial statistics), based on the execution of the contract signed between VIDAL and the Client. This data is processed for up to five (5) years after the contract's term;
- To send commercial information to Clients, and representatives designated by Clients based on VIDAL's legitimate interest in promoting its products and activities to healthcare professionals. This data is processed for up to three (3) years after the contract's term and/or the last contact from the Client.

VIDAL also processes anonymous data from the use of its products by its Clients for the following purposes:

- To improve the technical and functional performance of VIDAL's products and services;
- To deploy tools for healthcare professionals to analyze and enhance their practices;
- To evaluate and improve the proper use of medications by healthcare professionals through real-world data.

To ensure that the processed data remains anonymous, VIDAL has taken into consideration all reasonably foreseeable means that could be used by any person to identify the individual, directly or indirectly. This anonymous data is processed indefinitely based on VIDAL's legitimate interest in improving its products and strengthening the proper use of medications by healthcare professionals in France.

As part of its operations, VIDAL relies on products and services provided by specialized subcontractors (software publishers, email routing service providers, data hosting providers, specialized consultants, etc.). The personal data processed by VIDAL as the data controller may be transferred to these subcontractors, who act solely on documented instructions from VIDAL and may only process the data within this framework. Through these subcontractors, data may be transferred outside the European Union under appropriate safeguards (such as the signing of standard contractual clauses adopted by a supervisory authority or the European Commission and/or compliance with a code of conduct) and/or under an adequacy decision by the European Commission to a country ensuring an adequate level of protection.

Individuals whose data is processed by VIDAL have the right to lodge a complaint with the competent supervisory authority, to define directives regarding the retention, deletion, and disclosure of their data after their death, as well as the rights to access, rectify, delete, restrict, and port their personal data, and to object to processing for legitimate reasons. To exercise any of these rights, the following contact details may be used: by email at dpo@vidal.fr; or by post to the following address: Data Protection Officer - VIDAL FRANCE - 21 rue Camille Desmoulins, 92789 ISSY LES MOULINEAUX CEDEX 9 - FRANCE.