

PRAEVAorta®Suite Terms and Conditions of Use

Preamble

NUREA is a French company based in Bordeaux that has developed the PRAEVAorta®Suite decision support application for vascular surgery and radiology, accessible from the following addresses:

- <https://research.praevaorta.com> for non clinical use in Europe
- <https://eu.praevaorta.com> (or through a gateway) for clinical routine use in Europe
- <https://research-us.praevaorta.com> for non clinical use in the US
- <https://us.praevaorta.com> for clinical use in the US

PRAEVAorta® 2 is a class IIb (CE 2797) and FDA approved medical device. PRAEVAorta®Web is a class I medical device. Please read the Instructions carefully.

PART I - Purpose - Scope

Article 1 - Purpose

These general terms and conditions of use (hereinafter the "GCU") constitute the terms and conditions under which NUREA (hereinafter the "Publisher" or the "Company") undertakes to provide its client users (hereinafter the "Client" or the "User") with the proposed online Services, namely access to the PRAEVAorta®Suite application (hereinafter the "Services").

The present GCU are systematically sent or given to each User to describe the rules for using NUREA's online Services, located at the following addresses:

- <https://research.praevaorta.com> for non clinical use in Europe
- <https://eu.praevaorta.com> (or through a gateway) for clinical routine use in Europe
- <https://research-us.praevaorta.com> for non clinical use in the US
- <https://us.praevaorta.com> for clinical use in the US

The present GCU, which may be revised at any time, apply to all the online Services offered by the Company, the information appearing on any other document whatsoever, having only an indicative value, with the exception of any special conditions granted by the Publisher, which shall prevail in case of contradiction.

The fact that the User of the Services connecting to the Web site does not avail himself at a given moment of any of the present GCU cannot be interpreted as being worth renunciation to avail himself later of any of the aforementioned conditions.

Any use of the above terminology or other words in the singular, plural, capitalized and/or he/she or they, are considered interchangeable and therefore as referring to them.

Article 2 – Acceptance of the General Conditions

Access to and use of the Services entails express and unreserved acceptance of all of these GCU.

The User therefore confirms that he/she has read and understood the entirety of these GCU before using the Services and undertakes to respect them.

The computerized records in the computer systems will be kept in reasonable conditions of security and considered as proof of communications between the parties.

Article 3 – Use of the Services by the Customer

Users are reminded that the sole purpose of the PRAEVAorta® Suite is clinical routine or scientific research, (including commercial and industrial).

By using the software through <https://research.praevaorta.com> or <https://research-us.praevaorta.com> the user agrees to remove all the personal identification information from the data uploaded on the platform.

By using the software through <https://research.praevaorta.com> or <https://research-us.praevaorta.com> the user agrees that the purpose is for non clinical use only.

Any user of the Services agrees to respect this purpose, under penalty of being denied access.

Section 4 - Interdependence with the Contract

The Company, as part of its duty to inform and advise, has sent the Client the Company's General Terms and Conditions of Sale and/or the documentation presenting the Services, which the Client acknowledges having read. It is the Client's responsibility, in particular on the basis of this information, to ensure that the Services are suited to its own needs and constraints in order to use the Services or not.

PART II - Provisions for Services

Article 5 - Commissioning - Right of access to Services

5.1. Commissioning

The activation of the Services will be effective when the Company communicates to the Client the first access codes to the Services or when the PRAEVAorta®2 Suite will be connected to the client infrastructure network.

5.2. Right of access to the Services

In consideration of the payment agreed between the Parties, the Publisher grants the Customer a right of access to the Services, according to the number of Users with a personal login and password agreed between the Parties.

The access codes provided by the Company or created by the User are strictly personal, confidential and non-transferable.

The use of the identification elements constituted by the combination of the identifier and the password assigned to the User is placed under the sole responsibility of the latter.

Any use of the identifiers is deemed irrefutably to constitute a use of the Services by the Customer, which the latter expressly accepts.

Customer may increase the maximum number of its Users by requesting the Publisher for new accesses, under the conditions agreed upon by the parties.

In this case, the Customer agrees that the invoices for the Services issued by the Company take into account the use of the Services by the Users of the new accesses.

In the event of under-utilization of the Services by the Customer, no refund or reduction is applicable.

The Customer shall be responsible for compliance with these provisions by its employees and other partners with authorized access to the Services.

The Services are accessible via the Internet network 24 hours a day and 7 days a week, except in cases of force majeure, events beyond the control of the Editor and/or the service host, possible breakdowns or maintenance interventions necessary to ensure the proper functioning of the service.

Article 6 - Updates and evolutions of the Services

The Company is solely responsible for the corrective and evolutionary maintenance of PRAEVAorta® Suite.

The Customer is informed that legislative and/or technological changes may, at any time, render the standard application functionalities accessible under the Services unsuitable or make it necessary to carry out updates in order to improve the customer experience.

The Company, as part of the Services offered, will update the standard application functionalities accessible under the Services in compliance with the legal provisions, provided that such adaptations or changes do not require the rewriting of a substantial part of the existing application functionalities.

Consequently, the Company may, without constraint, design, organize and dimension the Services, modify them, and make them evolve, if necessary, with the partners and suppliers of its choice, without the Client's prior written agreement, as long as this does not reduce the Company's commitments.

The Company will perform corrective maintenance in a manner that does not prevent or interfere with access to the Services.

Article 7 - Terms and conditions of performance of the Services

The Services shall be used by the Customer under its sole control, direction and responsibility.

Therefore, the Customer is responsible for

- the implementation of all useful procedures and measures intended to protect the User's workstations (computer, telephone, tablet), its hardware, software packages, software, passwords, in particular against any virus and intrusions;
- compliance with the latest version of PRAEVAorta® Suite;
- the choice of the access provider or the telecommunication support, the Customer having to take care of the administrative requests and to contract the subscriptions necessary for which it will bear the cost;
- the designation, among its staff, of a privileged contact of the Company acting as administrator, for the Client, of the Services and in particular for what concerns the security aspects;
- the use of identifiers or access codes given to it by the Company when performing the Services. It shall ensure that no person not authorized by it has access to the Services;
- errors made by its staff and Users in the use of the Services and the procedures that allow it to connect.

The Company will not be held responsible for the quality and electronic transmission of data when using the telecommunications networks and more generally for the quality and reliability of the telecommunications links between the Client's workstations and the access point to the Services.

In addition, the Company shall not be liable for the accidental destruction of Client Data by the Client or a third party accessing the Services, except in the case of fault on the part of the Company.

The Company reserves the right to charge the Customer for time spent investigating the cause of incidents where the incident encountered by the Customer does not originate from the Services, a service or a supply of the Company hereunder.

The following are excluded from the Services:

- work and interventions concerning the installation and proper functioning of the User Workstation and the Customer's infrastructure (telecommunications, networks, security equipment) enabling the Customer to access and use the Services;
- solving problems caused by error or mishandling by Users.

The Company reserves the right to request the Client to remove all links or any particular link to its website. The Client agrees to immediately remove all offending links upon first request.

The Client undertakes to notify the Company without delay of any theft or breach of confidentiality of identifiers.

Article 8 - Content

As soon as it is aware of it, each party will report as soon as possible to the other party any fact likely to constitute a breach of the physical or logical security of the other party's environment (e.g. attempted intrusion).

Article 9 - Warranty

Company does not warrant that the Services will be free from defects or hazards, but will use reasonable diligence to remedy any reproducible defects in the Services that are found in its documentation.

The Company does not warrant the ability of the Services to achieve any goals or results that the Client may have set for itself and/or to perform any particular tasks that may have motivated the Client's decision to contract with the Company.

Article 10 - Cookies

By accessing PRAEVAorta®2, you have expressly agreed to the use of cookies in accordance with the Company's **Privacy Policy**.

To learn more about cookies, the data we use, the processing we do and the partners we work with, you can view our **Privacy Policy** on our NUREA website, accessible from <https://www.nurea-soft.com>.

PART III - Data Provisions

Article 11

11.1 - Personal data

The provisions relating to the protection of the Customer's Personal Data are described in the Company's "***Privacy Policy***".

The Customer expressly agrees to the Company's Privacy Policy for the collection, storage, use and analysis or processing of Personal Data.

11.2 - Customer data

All data sent to the server by the Client is stored for the duration of the processing on the Company's servers and then destroyed, unless otherwise specifically stated in the contract.

When Customer data is aggregated for analysis, the Company undertakes to put in place appropriate measures to ensure that the results of such analysis do not identify the Customer or Users.

The Company owns the intellectual property rights to these analyses and their results.

Article 12 - Intellectual Property

By this contract, the Customer has a right to use the functionalities of the PRAEVAorta®2 application, which is personal, non-exclusive, non-transferable and limited to the duration of the contract concluded between the parties, by remote access from the Company's website.

Unless otherwise specified, Company and/or its licensors own all applicable intellectual property rights in the Services on PRAEVAorta®2, or represent that, where a third party owns the intellectual property, it has obtained permission from such third party to market or distribute the Services.

All intellectual property rights are reserved.

It is reminded that access to the Services does not give the Customer any right or transfer of ownership of the Services, its technology or intellectual property rights held by the Company or by a third party.

The Customer is prohibited from damaging the Services in any way whatsoever and in particular from using the Services in a manner that is not in accordance with their intended purpose and the conditions set forth in these GCU.

Accordingly, the Customer agrees not to:

- Sell, lease or sublicense the PRAEVAorta®2 Suite

- To reproduce, represent, lend, exchange, transfer, extract totally or partially, duplicate or copy the PRAEVaorta®2 Suite
- Reverse engineer the Services in order to develop a competing product or service and/or copy, reproduce any features, functions or graphical attributes of the Services - Alter or attempt to circumvent any protective features of the Services.
- The use of robots, crawlers, other software or automatic devices or manual processes to monitor or copy the Services, or their contents, without prior written permission of the Publisher is prohibited.

The Customer must respect the following commitments:

- use the Services only for their professional purpose and for the sole purpose of their research activity;
- not alter or disrupt the integrity or performance of the Services or the data contained therein;
- not attempt to gain unauthorized access to the Services or its associated network systems;

Article 13 - Security of Customer Data

The Company undertakes to take all necessary precautions to preserve the security of Customer data so that it is not, by its own doing, distorted, damaged or communicated to unauthorized third parties.

Accordingly, the Company agrees to comply with and to cause its employees to comply with the following obligations:

- take all useful measures to avoid any misuse or fraudulent use of Customer Data;
- not to make copies of the documents and data carriers entrusted to him, except those strictly necessary for the execution of the Services; respect confidentiality and not disclose Customer data to other persons, whether private or public, natural or legal, unless such disclosure is required by law or by a competent judicial or administrative authority or is necessary in connection with legal proceedings.

The Company will ensure a complete seal between the Client Data and the data of other clients.

PART IV - MISCELLANEOUS

14 - Responsibility of the Company - Force majeure

The Company shall not be held responsible for the accidental destruction of data by the Client or by a third party having accessed the Services by means of the Identifiers given to the Client.

The Company shall in no event be liable for any damages in the event of an interruption or reduction in service by the telecommunications operator, the electricity supplier or in the event of force majeure as defined by the legal and regulatory provisions applicable to the contract.

Neither party shall be liable for any breach of its obligations under these Terms if such breach results from:

- a governmental decision, including any withdrawal or suspension of authorizations of any kind,
- a total or partial strike, internal or external to the company, - of a fire,
- of a natural disaster,
- of a state of war
- a total or partial interruption or blockage of the telecommunications or electrical networks,
- of computer hacking
- or more generally any other event of force majeure with the characteristics defined by the jurisprudence.

The party noting the event shall immediately inform the other party of its inability to perform. The suspension of the obligations or the delay shall not in any case be a cause of liability for nonperformance of the obligation in question, nor shall it lead to the payment of damages or penalties for delay.

Article 15 - Termination

The Company reserves the right to block or delete the access codes of a Client, without delay and after formal notice remained unanswered, in case of non-compliance by the Client with one of the clauses of these TOS or any obligation relating to the contractual relations between the Company and its Client.

In this case, the Company will inform the User, and will keep all the sums already paid by the User without the User being able to claim any refund, without prejudice to any additional claim for damages.

Upon expiration or termination of the contract between the Client and the Company, access to the Services will be closed on the last day of the Services. The Client will be informed of the day of termination of the Services.

Article 16 - Applicable law - Disputes

Users' attention is drawn to the fact that any translation of the present Terms of Use would be provided for their convenience only.

In case of inconsistency or contradiction between the French version and any translation, the French version shall prevail. The present General Conditions are subject to French law.

In case of dispute, the Commercial Court of Angers will have sole jurisdiction, even in the case of summary proceedings, protective proceedings, appeal for guarantee or multiple defendants.