



TERMS AND CONDITIONS OF SALE AND USE

Certeasy Software — self-service subscription — governed by French law

Version 1.0 — effective as of June 11, 2026

This English translation is provided for convenience only. In the event of any discrepancy or dispute, the French version (« Conditions Générales de Vente et d'Utilisation »), available at certeasys.tech, shall prevail.

Article 1 — Purpose and Scope

These Terms and Conditions of Sale and Use (the “Terms”) govern the subscription, supply and use of the Certeasy software (the “Software”), published by SAFE PIC TECHNOLOGIES, a French simplified joint-stock company (SASU) with a share capital of €16,300, located at 4 Impasse de l'esplanade, 34380 St Martin de Londres, France, registered with the Montpellier Trade and Companies Register under number 504 935 008, EU VAT FR74504935008 (the “Publisher”), where the subscription is taken out on a self-service basis on certeasys.tech or from within the Software. The Software and related offers are intended for business customers only; by subscribing, the customer (the “Customer”) represents that it is acting for purposes falling within the scope of its professional activity.

Article 2 — Acceptance and Applicable Version

Placing an order, creating an account, downloading, installing or using the Software constitutes full and unreserved acceptance of these Terms. The applicable version is the one in force, as published on certeasys.tech, on the date of subscription or, where applicable, on the date of each renewal. The Publisher may amend these Terms; amendments apply as from the renewal following their publication, subject to the price guarantee set out in Article 7.

Article 3 — Contractual Framework and Order of Precedence

These Terms exclusively govern self-service subscriptions. Where the Customer and the Publisher have entered into a specific agreement — in particular a signed quotation accompanied by license conditions attached thereto, a purchase order accepted by the Publisher, or any negotiated contract — such specific agreement prevails over these Terms for all matters expressly stipulated therein, these Terms applying on a supplementary basis for the remainder. In the event of any conflict between contractual documents, the descending order of precedence is as follows: (1) the specific agreement and its annexes, including any license conditions attached thereto; (2) these Terms; (3) the Software documentation. In accordance with Article L.441-1 of the French Commercial Code, these Terms constitute the sole basis of the commercial relationship; the Customer's general terms of purchase are unenforceable against the Publisher, unless expressly accepted in writing.

Article 4 — Description of the Software

Certeasy is an ACME connector for Microsoft Active Directory Certificate Services (ADCS), deployed entirely on the Customer's infrastructure (on-premise). The functional scope of each offer (number of production installations, ADCS authorities, supported databases) is as described on the pricing page of certeasys.tech on the date of subscription.

Article 5 — Account and Subscription

Subscription requires the creation of an account with accurate and up-to-date information. The Customer is responsible for the confidentiality of its credentials and for all actions carried out from its account. The Publisher may refuse or suspend a subscription in the event of fraud, non-payment or breach of these Terms.

Article 6 — Trial Period

The Publisher may offer a free trial period, the duration and conditions of which are specified on certeasys.tech on the date of subscription. The trial period is a commercial offer granted at the Publisher's sole discretion: the Publisher may modify, suspend or withdraw it at any time for new subscriptions, without affecting trial periods already in progress. Unless otherwise stated, the trial is limited to one per Customer (legal entity). Any circumvention of this limit, in particular through the creation of multiple accounts, may result in the suspension of the accounts concerned.

Article 7 — Subscription, Term, Renewal and Price Guarantee

The Software is provided on a subscription basis for a term of twelve (12) months. Where the subscription follows a trial period, the first paid subscription period runs from the expiry of the trial; in the absence of a trial, it runs from delivery of the license key. The subscription is then renewable for successive twelve (12) month periods. The price applicable to a license is the price in force on the date of its initial subscription; it remains guaranteed, without increase, for successive renewals of that license for as long as the subscription is renewed without interruption. The prices in force published on certeasys.tech apply only to new subscriptions, to additional licenses taken out for new installations, and to re-subscriptions following an interruption of payment or the expiry of the subscription. The Customer may choose not to renew its subscription.

Article 8 — Prices and Payment

Prices are expressed in euros and are exclusive of taxes; applicable VAT is added thereto. Payment is made online and is due upon ordering or on the renewal date. In the event of non-payment, access to the Software may be suspended under the conditions of Article 11. Any late payment on invoice automatically gives rise to late-payment penalties at the ECB rate plus 10 points and to a fixed recovery indemnity of €40 (Article L.441-10 of the French Commercial Code). No discount is granted for early payment.

Article 9 — License Grant

Subject to payment of the price, the Publisher grants the Customer a personal, non-exclusive and non-transferable license to use the Software, for its internal business needs only, for the duration of the subscription and within the limits of the subscribed offer. The supply of the Software constitutes the grant of a right of use and not an assignment of intellectual property rights. Any use exceeding the subscribed scope requires the subscription of an additional offer or license.

Article 10 — Use Restrictions

Unless with the Publisher's prior written authorization, the Customer shall not: (i) copy, distribute, rent, lend or make the Software available to third parties; (ii) modify, translate or create derivative works of the Software; (iii) decompile or reverse-engineer the Software, subject to the mandatory rights recognized by Article L.122-6-1 of the French Intellectual Property Code relating to interoperability; (iv) remove or alter any proprietary notice contained in the Software.

Article 11 — License Key, Expiry and Grace Period

Use of the Software is conditional upon activation of a license key supplied by the Publisher, the validity of which is limited to the subscription term. Upon expiry of the subscription, in the absence of renewal, the Customer benefits from a grace period of a maximum of twenty-one (21) days from the expiry date, granted in successive windows of seven (7) days, during which the Software continues to operate in order to allow renewal. At the end of this period, the key expires and the Software ceases to operate; only the activation of a new key allows use to resume. The Customer's data, hosted on its own infrastructure, remains in its possession in all circumstances.

Article 12 — Intellectual Property

The Software, its documentation, the Certeasy trademark and all related intellectual property rights remain the exclusive property of the Publisher or its licensors. Nothing in these Terms transfers any ownership to the Customer.

Article 13 — Limited Warranty

The Software is provided “as is”. The Publisher warrants that, as of the date of delivery, the Software substantially conforms to its documentation. The Publisher does not warrant uninterrupted or error-free operation, nor fitness for any specific purpose not expressly agreed. To the fullest extent permitted by law, all other warranties, express or implied, are excluded; this exclusion is without prejudice to mandatory statutory warranties.

Article 14 — Limitation of Liability

The Publisher’s liability, for all damages and on all grounds whatsoever, is limited to compensation for direct damages and capped at the amount of the sums actually paid by the Customer under the subscription during the twelve (12) months preceding the event giving rise to liability. Indirect or consequential damages are expressly excluded, including any loss of data, revenue, business, customers or profits. These limitations do not apply in the event of personal injury, gross negligence or willful misconduct, or where their limitation is prohibited by law.

Article 15 — Customer Obligations

The Customer is responsible for installing the Software in its environment, for regularly backing up its data and for the security of its systems. It is the Customer’s responsibility to verify that the Software is suitable for its needs, in particular during the trial period, before and during its use.

Article 16 — Personal Data

Each party shall comply with applicable regulations, in particular Regulation (EU) 2016/679 (GDPR). As the Software is deployed on the Customer’s infrastructure (on-premise), the Publisher does not access the data processed by the Customer by means of the Software, except at the Customer’s express request in the context of support. The Customer’s account and billing data are processed by the Publisher in accordance with its privacy policy published on certeasy.tech.

Article 17 — Support, Updates and Operational Maintenance

For the duration of the subscription, updates and fixes for the Software are included and made available to the Customer for download, together with the support associated with the subscribed offer, under the conditions described on certeasy.tech. The Customer may and must install updates within a reasonable time from their release, in particular security fixes, in order to keep the Software in proper operational and security condition. The Publisher’s assistance may be conditional upon the prior installation of available updates.

Article 18 — Termination

In the event of a serious breach by either party not remedied within thirty (30) days following a formal notice that has remained without effect, the other party may terminate the subscription as of right, without prejudice to any damages it may be entitled to claim. The Publisher may also suspend access to the Software in the event of non-payment or breach of Articles 9 and 10, after notice has remained without effect.

Article 19 — Force Majeure

Neither party shall be liable for any failure resulting from an event of force majeure within the meaning of Article 1218 of the French Civil Code and the case law of the French courts.

Article 20 — Severability and Miscellaneous

If any provision of these Terms is held to be null, unlawful or unenforceable by a court of competent jurisdiction, it shall be deemed unwritten, without such nullity entailing that of the other provisions or of the Terms as a whole, which shall remain in full force and effect. The parties shall endeavor in good faith to replace the severed provision with a valid provision producing an economic and legal effect as close as possible to that originally intended. The failure of a party to enforce any provision shall not constitute a waiver thereof.

Article 21 — Governing Law and Jurisdiction

These Terms are governed by French law. Failing amicable resolution, any dispute relating to their validity, interpretation or performance falls within the exclusive jurisdiction of the Commercial Court (Tribunal de commerce) of Montpellier, notwithstanding multiple defendants or third-party claims.