

# GENERAL TERMS AND CONDITIONS OF THE ADDINSOFT PRODUCTS

ADDINSOFT is the editor of a software suite entitled XLSTAT, MINER3D, ZENPLOT, XLOPTIM, XLRISK for data analysis and statistical calculation for which it sells user rights as per the terms set forth herein and as per the terms of the document entitled « General Conditions of Use and Maintenance ».

Ordering ADDINSOFT products will be construed as an acceptance by the client of these General Terms and Conditions and by these General Conditions of Use and Maintenance (“GT”).

## ARTICLE 1. DEFINITIONS

- **ADDINSOFT**: means ADDINSOFT, a French corporation (société par actions simplifiée), registered under identification number B 429 102 767 RCS Paris, and headquartered at 40, rue Damrémont 75018 PARIS duly represented by its acting president.
- **Order**: means, as the case may be, any sale proposal from ADDINSOFT or from one of its accredited distributors, accepted by the Client or any purchase order issued by the Client and expressly accepted by ADDINSOFT, included on the Website in case of an online order. The Order shall be attached to the present GTC and GCUM which, together, shall constitute a binding agreement between the parties.
- **General Conditions of Use and Maintenance or “GCUM”**: mean the general conditions governing the use of the Products and the conditions by which ADDINSOFT provides the Services (including specific conditions of assistance, warranty and software maintenance of the Products).

- **Client:** means any natural person or corporate entity ordering Services for professional or non-professional use and who is bound by these GT.
- **Non-Professional Client:** means any Client (either a natural person or a corporate entity) acting in a non-professional capacity (hereafter the « **Consumer Client** »).
- **General Terms and Conditions or GTC:** mean the present General Terms and Conditions.
- **Documentation:** means any paper or electronic documentation, including the installation manuals and/or access and use manuals pertaining to the Products.
- **Data:** means data or information used or created by the Client when using the Products.
- **Client Platform:** means the Client's personal platform on the Website created at the conclusion of the contract and accessible with a login and password.
- **Products:** mean the software products (in their executable form), including the modules, options or plug-ins which could be used with the Products, sold under the XLSTAT, MINER3D, ZENPLOT, XLOPTIM or XLRISK denomination or any other denomination chosen by ADDINSOFT , as well as the related Documentation, as part of the Order. The Products definition includes all the updates, new versions, corrections and improvements supplied directly by ADDINSOFT
- **Services:** mean the services supplied by ADDINSOFT relating to the Products as described in the present GTC and GCUM.
- **Website:** means the websites managed by ADDINSOFT and accessible at [www.addinsoft.com](http://www.addinsoft.com), [www.xlstat.com](http://www.xlstat.com), [www.miner3d.com](http://www.miner3d.com), [www.zenplot.com](http://www.zenplot.com), [www.xloptim.com](http://www.xloptim.com) and [www.xlrisk.com](http://www.xlrisk.com)

## ARTICLE 2. PURPOSE AND APPLICATION OF THE GTC

The present GTC govern the conditions in which ADDINSOFT sells its right to use the Products and, as the case may be, the Services to the Client.

THE GCUM govern as a complement the rights and restrictions related to the use of the Products and Services.

The ordering and use of the Products, as well as the supply of Services are conditioned to the acceptance and respect of these GCT and GCUM. The Client hereby warrants that the users of the Products will abide by these GCT AND GCUM.

## ARTICLE 3. DESCRIPTION OF PRODUCTS, LICENSES AND SERVICES

### 3.1 Products and Licenses

The ADDINSOFT Products are data analysis and statistical calculations tools featuring different functionalities depending on each Product.

The detailed description of the Products is available on the Website. The Client is hereby informed that the Products are standard products which were not conceived specifically for the Client. The Client chooses the Products knowingly and according to his needs, professional constraints and technical environment, as per the information he acknowledges to have received from ADDINSOFT.

The different types of licenses and users' rights of the Products are detailed in the GCUM.

In the event new Products or licenses types would be available, their description will be available on the Website. Unless anything to the contrary, they will be subject to the present GC. The license chosen by the Client is detailed in the Order.

## 3.2 Services

Services and conditions of supply of the Services are detailed in the GCUM. Any specific service subscription must be in part of an Order.

A Periodic License subscription includes a priority access to support and updates during the term and validity of the license.

A Perpetual License subscription includes, unless anything to the contrary, support and access to updates for a 12-month term from the delivery of the license key. Following the end of this term, the supply of Services will be subject to a specific Order subscription. Absent a Services subscription, ADDINSOFT will not supply the Services, including the updates and support, so that ADDINSOFT cannot guarantee, in particular, that the Products will function with later versions of OS (Operating System) or Excel.

As a general rule, all technical means as well as all telecommunications expenses allowing access and use of the Website, the Products and the Services shall be the Client's sole and exclusive responsibility.

## ARTICLE 4. ORDER AND PAYMENT

### 4.1. Order

The Client can order the Products and Services through the Website as per the conditions set forth on the Website. Therefore, the Client shall:

- Select the Product and the type of license chosen and add it to the cart
- Add contact information
- Select payment method
- Pay the Order price

Until the payment, the Client may modify the contents of his cart.

The Client may also request an estimate and finalize the Order by email through the issuance of a purchase order or a signed estimate (offline Order).

Upon Order issuance, ADDINSOFT will send an Order confirmation email and the invoice to the Client.

The Client will need to subscribe to the license corresponding to its capacity or status. A client who does not have the required capacity or status for a type of license will not be able to order such type of license; moreover, the loss of such capacity or status will be deemed a termination of the Order for the corresponding license and the Client will have to, as the case may be, subscribe to another type of license to maintain his right to use the Products. ADDINSOFT reserves its rights to check at any time the capacity or status of the Client during the term of the Order to ensure that the Client meets these requirements.

Every Order is final for the term set forth in the Order and the Client cannot, in any case, request a full or partial refund or a lower number of licenses or users.

The collection and administration of the Client's personal data contained in the Order are governed by ADDINSOFT's Confidentiality Policy available on the Website.

The Client represents and warrants that the data supplied at the time of the Order and afterwards are exact, faithful and true. ADDINSOFT will not be held liable for any breach resulting from false information supplied by the Client.

## 4.2. Payment

The prices for the licenses and Services are set forth on the Website and are determined by ADDINSOFT in its absolute discretion. ADDINSOFT may modify the prices any time. For the Periodic Licenses or the Services, the price modification shall be applicable at the next term.

ADDINSOFT shall inform the Client in writing before the term renewal date and the Client will be able to, in case of disagreement, cancel the corresponding Order.

The price is payable on the Website by credit card online via Stripe (payment contractor) or by wire transfer.

For Periodic Licenses, as well as for assistance and maintenance Services not included in licenses, the Client shall pay the fees agreed to at each term renewal. Payment shall be made automatically in case of online payment by credit card.

For payments by wire transfer, such payment shall be made within 30 days of receipt of the invoice. Advance payment will not give right to a discount. In the event of late payment, penalties equal to one percent (1%) per month shall be automatically added, without prior notice, starting on the date on which payment should have been received. In addition, ADDINSOFT may add collection expenses.

## ARTICLE 5. DELIVERY AND INSTALLATION

### 5.1. Delivery

Products shall be delivered to the Client by delivery of the license key by email and on the Client Platform, as well as through a link to download the Products ordered. It is the Client's responsibility to download and install the Products.

Delivery shall occur within 48 business hours following the acceptance of the Order.

### 5.2. Client Platform

Upon acceptance of the Order, a Client Platform shall be accessible to the Client to, notably, access the license activation keys and manage his licenses.

This Client Platform shall be accessible through a login and password chosen by the Client during the Order process. Client shall not divulge and ADDINSOFT shall not be liable for any use of the login and password by third parties through a fault of the Client (or his users).

It is recommended that the Client chooses a password allowing a high level of security as per current applicable standards and recommendations.

## ARTICLE 6. RIGHT TO CANCEL (ONLY APPLICABLE TO CONSUMER CLIENTS)

The Consumer Client may cancel his Order within 14 days of its acceptance without justification, by filling out the cancellation form on the Website or attached to the present GTC and send it to ADDINSOFT, or by letter clearly stating that the client wishes to exercise his right to cancel his Order (for example, letter sent by mail, facsimile or electronic mail). Such cancellation must be sent to the address set forth above or on the cancellation form before the end of the cancellation period.

In the event of cancellation, ADDINSOFT shall refund to the Consumer Client the amount paid for the Order without excessive delay and, in any event, no later than 14 days following the receipt of the Order cancellation, using the same payment form as the one used for payment (except specific agreement to use another form of payment).

**The Consumer Client understands that such cancellation right is no longer applicable after the Products have been downloaded.**

**By downloading the Products, the Consumer Client expressly waives his right to cancel.**

## ARTICLE 7. MISCELLANEOUS

All dispositions of the GCUM are applicable as a complement to the present GTC. In particular dispositions pertaining to the term, the cancellation of the Order, the warranties and liabilities, dispute

resolution and general dispositions are incorporated by reference to the present GTC.

## **CANCELLATION FORM TEMPLATE**

(Please fill out and send this form only if you wish to cancel your Order.)

To: ADDINSOFT (40, rue Damrémont, 75018 PARIS - [contact@addinsoft.com](mailto:contact@addinsoft.com) )

I hereby notify you that I wish to exercise my right of cancellation of the Order for the below license:

Date of Order:

License key:

Name of Consumer Client:

Address of Consumer Client:

Signature of Consumer Client (in case the present form is sent in original):

Date: