



GENERAL TERMS AND CONDITIONS

Last update: 14 May 2025

These General Terms and Conditions (“**GTC**”) are issued by MYIA, a French company registered under number 953 111 689 R.C.S. Nanterre, with registered office at 59, rue de Ponthieu, Bureau 326, 75008 Paris, France (“**MYIA**”). These GTC set out the conditions under which MYIA provides its Services to the Customer.

1. DEFINITIONS

In these GTC, capitalized terms have the meanings set out below, unless otherwise defined in the applicable Order Form:

“**Agreement**” means the binding contract between MYIA and the Customer, consisting of the Order Form and these GTC, as described in Section 2.

“**AI System**” means any software system used by MYIA that relies on machine learning or similar algorithms to perform tasks, fully or partially automatically, such as generating or maintaining Tests, or detecting issues, based on Customer Data.

“**Business Day**” means any day other than a Saturday, Sunday, or a public holiday in France.

“**Customer**” means the legal entity identified in the Order Form as the recipient of the Services.

“**Customer Data**” means any data, content, instructions, test plans, files, configurations, or other materials provided by the Customer or collected from the Customer’s systems, environments, or applications in connection with the provision or use of the Services. This includes test execution results, logs, and other telemetry, and any datasets generated in the Customer’s environment or derived from the Customer’s use of the Services and associated with the Customer for internal benchmarking or evaluation purposes. For clarity, Customer Data does not include MYIA Materials, Aggregated Data, or any data, models, or content independently developed by MYIA, even if derived from or based on inputs provided by the Customer, provided such outputs are not reasonably reversible to the Customer Data.

“**Deliverables**” means any test scripts (including playwright code), test reports, documentation, or other tangible outputs specifically developed and delivered by MYIA to the Customer as part of the Services or Professional Services, as identified in the applicable Order Form. Deliverables exclude MYIA Materials and any reusable templates, libraries, or proprietary tools embedded or used in their development.

“**Effective Date**” means the date on which the Agreement becomes effective, as specified in the Order Form.

“**Fees**” means the amounts payable by the Customer for the Services, as set out in the Order Form.

“**MYIA Materials**” means any software, source code, models, algorithms, documentation, templates, user interfaces, training materials, scripts, components, tools, data sets, and other content or materials created, developed, provided, or used by MYIA in connection with the Services or the Solution, excluding Customer Data and Deliverables.

“**Intellectual Property Rights**” means all rights in patents, copyrights (including moral rights), trade secrets, trademarks, trade names, design rights, domain names,

and similar rights, whether registered or unregistered, worldwide.

“**Order Form**” means the document issued by MYIA and signed by the Customer that describes the Services being ordered, the applicable Fees, and any specific conditions.

“**Party**” or “**Parties**” means MYIA, the Customer, or both, depending on the context.

“**Professional Services**” means any additional consulting, configuration, onboarding, integration, test planning, support, or development services provided by MYIA to help the Customer configure, use, or optimize the Services, as explicitly described in the applicable Order Form or statement of work (“**SOW**”).

“**Service(s)**” means the cloud-based services provided by MYIA via the Solution, including any applicable Professional Services.

“**Solution**” means the proprietary MYIA software platform (also referred to as “**Heal**” or “**Heal.dev**”), which provides a suite of end-to-end quality assurance services. It includes the interface, APIs, and embedded AI systems developed by MYIA to generate, execute, maintain, and analyze automated tests on Customer applications. The Solution also includes all updates and related documentation provided by MYIA, but expressly excludes any third-party tools not supplied by MYIA.

“**Test**” means any automated QA test script, instruction, or process developed, executed, maintained, or analyzed by or on behalf of MYIA to assess the Customer’s digital assets, including applications, websites, and APIs.

“**User**” means an individual under the Customer’s authority who is authorized to access and use the Solution in accordance with this Agreement.

2. CONTRACTUAL DOCUMENTS

The Agreement consists of the following documents, listed in order of precedence: (a) the Order Form and (b) these GTC. In the event of any conflict between these documents, the Order Form shall prevail.

Any other terms and conditions, whether issued by the Customer (including purchase terms) or referenced in other documents, will have no legal effect and will not be binding on either Party, unless expressly agreed in writing and signed by both Parties.

3. TERM

This Agreement takes effect on the Effective Date and will remain in force for an initial period of twelve (12) months (the “**Initial Term**”).

The Customer may terminate the Agreement for convenience at any time during the first three (3) months by giving written notice to MYIA. Termination takes effect upon receipt of the notice. No termination fees apply, but all Fees already invoiced or due for Services performed up to the termination date remain payable.

After the Initial Term, the Agreement will automatically renew for successive twelve (12) month periods (each a “**Renewal Term**”, and together with the Initial Term, the “**Term**”), unless either Party gives written notice of non-renewal at least thirty (30) days before the end of the then-current term.



4. GENERAL OBLIGATIONS

4.1. **Duty to Inform and Advice.** The Customer acknowledges that MYIA has provided sufficient information about the Services, including demonstrations and documentation. The Customer confirms that it had the time, resources, and expertise to assess the suitability of the Services based on its needs and technical environment. MYIA's obligation to provide information is limited to what it knows about the Customer's requirements and infrastructure, as shared by the Customer.

4.2. **Performance of Services.** MYIA shall use reasonable care and skill in providing the Services and shall take the necessary steps to ensure proper execution of its obligations under the Agreement.

4.3. **Customer Obligations.** The Customer agrees to: (a) use the Services in compliance with the Agreement and all applicable laws and regulations; (b) provide all Customer Data and other inputs needed for MYIA to perform the Services, and ensure that such data is accurate, complete and lawful; (c) pay the Fees as agreed; (d) ensure that its Users are properly trained to use the Solution; (e) ensure that all Users comply with the Agreement, including the Solution's use and confidentiality requirements.

5. ACCESS AND USE OF SAAS SERVICES

5.1. **Right of Use.** Subject to full payment of the Fees and compliance with this Agreement, MYIA grants the Customer a non-exclusive, non-transferable, non-sublicensable right to allow its Users to access and use the Solution and Services during the Term, solely for the Customer's internal business purposes.

5.2. **Access to Customer Systems.** To deliver the Services, the Customer must provide MYIA with timely and sufficient access to its applications, websites, APIs, test and production environments, or any other systems reasonably required. The Customer acknowledges that delays or restrictions in access may affect the performance of the Services, without liability to MYIA.

MYIA shall implement industry-standard security measures to protect any access credentials, environments, or systems provided by the Customer for the performance of the Services.

5.3. **Restrictions on Use.** The Customer must not use the Solution in any way that could harm its performance, security, or availability for other customers. Without MYIA's prior written consent, the Customer may not: (a) use the Solution to develop or offer services similar to those of MYIA; (b) rent, lend, sublicense, share, transfer, assign, or otherwise make the Solution available to any third party; (c) copy, reproduce, extract, or reuse any part of the Solution or its contents, in whole or in substantial part, for any purpose other than as permitted under this Agreement; (d) decompile, disassemble, reverse engineer, or create derivative works from the Solution, except to the extent permitted by applicable law; (e) use the Solution to test or interact with any software or system not owned or lawfully controlled by the Customer; (f) use the Solution in violation of applicable laws or regulations; or (g) bypass, tamper with, or compromise any security features or authentication mechanisms, or disclose user credentials to unauthorized individuals.

5.4. **User Access and Credentials.** Only Users expressly authorized by the Customer may access and use the Solution under the Customer's account. Each

account is strictly personal to the User to whom it was initially assigned and may not be shared. The Customer is responsible for ensuring that all Users use the Solution in accordance with this Agreement and apply appropriate security practices, including safeguarding usernames, passwords, access devices, and any software used to connect to the Solution. The Customer must promptly notify MYIA if it becomes aware of or suspects any unauthorized access or compromise of credentials. In addition, the Customer shall ensure that its account information remains complete, accurate, and up to date. This includes, without limitation: (i) keeping contact details (such as email addresses and phone numbers) current; (ii) updating billing and payment information as needed; (iii) maintaining an accurate list of active Users and promptly removing access for any Users who are no longer employed or authorized; (iv) keeping records of authorized contacts and administrators current; and (v) periodically reviewing and updating security settings and access permissions.

5.5. **Suspension.** MYIA may temporarily suspend the Customer's access to all or part of the Services, without liability, if: (a) the Customer is in material or repeated breach of this Agreement and fails to remedy the breach within a reasonable period after written notice from MYIA; or (b) MYIA reasonably suspects that the Customer is using the Services in a way that violates this Agreement, applicable laws, or compromises the security, integrity, or availability of the Services. Where practicable, MYIA will provide prior written notice of the suspension and a reasonable opportunity to address the issue. In urgent cases (e.g., security threats), MYIA may suspend access immediately and will inform the Customer as soon as reasonably possible. Access will be restored once the issue has been resolved to MYIA's reasonable satisfaction. Suspension under this clause does not relieve the Customer of its obligation to pay any Fees due under the Agreement.

5.6. **Third-Party Services.** The Services may include integrations with or access to third-party services, products, or platforms ("**Third-Party Services**"), such as CI/CD tools, messaging applications, or external hosting providers. These Third-Party Services are not supplied by MYIA and are subject solely to the terms and conditions of the respective third-party providers. MYIA does not control, endorse, or assume any responsibility for such Third-Party Services, including their availability, functionality, security, or performance. MYIA shall not be liable for any errors, malfunctions, delays, data loss, or unavailability of the Services to the extent resulting from the integration with or operation of Third-Party Services. The Customer remains solely responsible for obtaining and maintaining any necessary licenses, consents, or subscriptions required to use such Third-Party Services, and for ensuring their compatibility with the Services.

6. PERFORMANCE OF TESTS

6.1. **Test Volume.** The number of Tests included during the Term is specified in the applicable Order Form. The Customer may order additional Tests during the Term, under the pricing and terms set out in the Order Form or as otherwise agreed in writing by the Parties. The annual Test volume may be reviewed and adjusted by mutual agreement at each renewal.

6.2. **Execution Prerequisites.** The proper execution of Tests depends on the timely provision by the Customer



of a suitable testing environment, exposed to the internet and meeting the following minimum technical requirements (unless otherwise agreed in the Order Form or a separate Statement of Work): (a) A web-accessible staging or production environment supporting concurrent sessions authenticated via username and password; (b) API endpoints allowing the seeding and cleanup of test data and artifacts, if required for reproducibility; (c) The whitelisting of the Heal email domain (e.g., @tester-heal.dev) in cases where email-based testing flows are involved; (d) Any credentials, tokens, test data, or additional technical elements necessary to execute the Tests in accordance with the defined scope. The Customer acknowledges that any delay, omission, misconfiguration, or failure to meet the above conditions may prevent MYIA from executing some or all Tests as planned, without this constituting a breach by MYIA.

6.3. Non-Executed Tests. Any Test that is included in the subscribed volume but is not performed during the Term shall be considered due and non-refundable, unless the non-execution is directly caused by MYIA's fault. Tests that could not be executed due to the Customer's failure to provide the required inputs, access, or cooperation shall be deemed delivered for billing purposes and shall not give rise to any refund or credit.

6.4. Service Level. Service levels applicable to the Services, if any, shall be as set forth in the applicable Order Form.

7. USE OF ARTIFICIAL INTELLIGENCE

The Services include features powered by AI Systems, including large language models (LLMs) developed and operated by third-party providers such as OpenAI, Anthropic, or similar. These systems assist in generating and maintaining automated Tests, detecting issues, and producing related Outputs, such as test scripts, bug reports, and performance analytics (collectively, the "Outputs"). While these Outputs are designed to support and streamline the Customer's QA processes, MYIA does not warrant their accuracy, completeness, or suitability for any specific use. The Customer is solely responsible for reviewing, validating, and approving any Outputs before using them in production or relying on them in any operational or decision-making context. MYIA shall not be liable for any consequences resulting from the Customer's use of Outputs without such validation.

MYIA represents and warrants that its AI Systems comply with applicable laws and regulations, including, where applicable, Regulation (EU) 2022/2065 ("AI Act"). MYIA may update its AI Systems from time to time to reflect technical improvements or legal changes.

8. EVOLUTION OF THE SERVICES

The Services are continuously evolving to improve their performance and usability. As a result, MYIA may update the Services and these GTC from time to time, including to reflect changes in applicable laws or regulations. MYIA will notify the Customer of any such change at least one (1) month before it takes effect.

If a change significantly impacts the Customer's rights, obligations, or ability to use the Services as initially agreed, the Customer will be required to accept the change or may choose to terminate the affected subscription. This right to terminate does not apply where the change is required by law or does not materially alter the core features or performance of the Services.

Only the most recent version of the Services will be made available to the Customer.

9. DATA AND USAGE RIGHTS

9.1. License to Use Customer Data. The Customer retains ownership of all rights, title, and interest in and to the Customer Data. The Customer grants MYIA a non-exclusive, worldwide, royalty-free right and license to host, access, use, copy, store, display, transmit, and modify the Customer Data solely as necessary to provide, support, and improve the Services. For clarity, such improvement activities may include the generation and use of Aggregated Data as set forth in Section 9.3, as well as the fine-tuning or adaptation of AI models operated by or on behalf of MYIA, provided that: (a) such models are used exclusively for MYIA's provision of the Services; and (b) any third-party provider involved is contractually prohibited from using the Customer Data for its own purposes, including for the training or improvement of any publicly available or general-purpose AI model.

9.2. Return and Deletion of Customer Data. Upon written request within thirty (30) days following the termination or expiration of the Agreement, MYIA will make Customer Data available for download in a commonly used, machine-readable format (e.g., JSON, CSV, or similar). Requests for other formats may be subject to additional fees. After this period, MYIA may delete all Customer Data from its systems, unless legally required to retain it.

9.3. Use of Derived and Aggregated Data. Unless otherwise expressly agreed in writing, MYIA may generate, use and retain data derived from the Customer's use of the Services, including but not limited to test plans, test instructions, test scenarios, test code, page structure data, page screenshots and related metadata, provided such data is first irreversibly anonymized and/or aggregated so that it cannot reasonably be linked to the Customer or to any identifiable individual ("Aggregated Data"). MYIA owns all rights, title and interest in such Aggregated Data, which may be used for any lawful internal business purpose, including but not limited to (i) improving and developing the Services and MYIA's proprietary AI Systems; (ii) conducting internal benchmarking and performance analysis (including comparisons across customers or use cases) provided that results are only used in anonymized or aggregated form and never disclosed externally in a way that identifies any individual customer; and (iii) training or refining artificial intelligence and machine learning models operated or controlled exclusively by MYIA. For the avoidance of doubt, Aggregated Data shall not be used to train, refine, or contribute to the training of any publicly available or general-purpose AI model not exclusively operated or controlled by MYIA.

9.4. Personal Data. In the context of this Agreement, each Party may process personal data relating to the other Party's employees (e.g., names, contact details) as an independent data controller, solely for the purpose of managing the business relationship. Each Party agrees to comply with applicable data protection laws, including Regulation (EU) 2016/679 ("GDPR").

The Customer acknowledges that the Services are not designed, intended, or authorized to process personal data on the Customer's behalf. If, despite this, the performance of the Services involves processing personal data on behalf of the Customer, the Parties agree to enter into a



data processing agreement in accordance with Article 28 of the GDPR.

10. PROFESSIONAL SERVICES

10.1. **Scope.** MYIA may provide Professional Services to the Customer, as set out in the applicable Order Form or SOW. These may cover onboarding, integration support, test environment configuration, custom development, or QA process consulting. The scope, deliverables, schedule, responsibilities, and applicable fees for such Professional Services shall be defined in the relevant Order Form or SOW.

10.2. **Delivery Model.** Unless otherwise agreed in writing: (a) Professional Services are provided on a time-and-materials basis; (b) Any timeline or delivery schedule is indicative only and subject to the Customer's timely cooperation; (c) MYIA does not guarantee the achievement of any specific outcome or result; and (d) All Fees for Professional Services are non-refundable once the relevant Services or Deliverables have been performed or delivered.

10.3. **Customer Responsibilities.** The Customer shall: (a) Provide access to systems, environments, tools, documentation, and personnel as reasonably necessary for MYIA to perform the Professional Services; (b) Review and validate Deliverables without undue delay; and (c) Designate a project lead who will act as the primary point of contact and decision-maker for the duration of the Professional Services engagement.

10.4. **Acceptance of Deliverables.** Unless otherwise stated in the Order Form, Deliverables from Professional Services shall be deemed accepted upon the earlier of: (a) written confirmation of acceptance by the Customer; or (b) ten (10) Business Days following delivery, provided the Customer has not notified MYIA of any material non-conformities during such period. If the Customer reasonably and timely identifies any material non-conformity, MYIA shall use commercially reasonable efforts to correct it without additional charge.

11. INTELLECTUAL PROPERTY

11.1. **Ownership of Background IP.** Each Party shall retain all rights, title, and interest in and to any materials, software, tools, data, content, or other intellectual property that it owned or developed independently of this Agreement, including any enhancements or modifications made outside the scope of the Services ("**Background IP**"). In particular, all Intellectual Property Rights in and to the MYIA Solution and MYIA Materials shall remain the sole and exclusive property of MYIA or its licensors. Nothing in this Agreement shall be construed as granting either Party any ownership rights in the Background IP of the other Party, except as expressly provided herein.

11.2. **Ownership of Deliverables.** The Customer shall own all Intellectual Property Rights in and to the Deliverables, subject to MYIA's rights in any embedded MYIA Materials or Background IP. MYIA hereby assigns to the Customer any rights it may hold in the Deliverables, to the extent necessary for the Customer to enjoy full ownership, excluding any MYIA Materials or components that are pre-existing or independently developed by MYIA. For such embedded elements, MYIA grants the Customer a non-exclusive, non-transferable license to use them solely as part of the Deliverables and solely for the

Customer's internal business purposes in connection with the Services.

11.3. **Feedback.** If the Customer provides any suggestions, comments, or other feedback regarding the Services, MYIA may use and incorporate such feedback without restriction and without any obligation to the Customer. Feedback shall not be deemed the Customer's Confidential Information.

12. FINANCIAL CONDITIONS

12.1. **Fees.** The Customer agrees to pay all Fees as specified in the applicable Order Form.

12.2. **Invoicing and payment.** Unless otherwise stated in the Order Form, Fees will be invoiced in advance and are payable within seven (7) calendar days of the invoice date, by wire transfer at the Customer's sole expense.

12.3. **Late Payment.** If the Customer fails to pay any undisputed amount by the due date: (i) interest will automatically apply at a rate equal to the European Central Bank base rate plus 10%; and (ii) a fixed recovery charge of €40 will apply for collection costs. If actual recovery costs exceed this amount, MYIA may claim additional compensation by providing supporting evidence. In case of non-payment, MYIA may, at its sole discretion, suspend the Services or terminate the Agreement and cancel any pending work or Tests.

12.4. **Taxes.** Unless expressly stated otherwise in the Order Form, Fees do not include any taxes, levies, duties, or other charges imposed by any government authority, including VAT, sales, use, or withholding taxes ("**Taxes**"). The Customer is responsible for all applicable Taxes, except those based on MYIA's income or property. If MYIA is legally required to collect or pay Taxes on the Customer's behalf, those amounts will be invoiced unless a valid exemption certificate is provided.

12.5. **Disputed Invoices.** To dispute an invoice, the Customer must notify MYIA in writing within one (1) month of receiving the invoice, providing reasons and supporting documentation. The undisputed portion of the invoice must still be paid by the due date.

12.6. **Price Adjustments.** MYIA may review and update its pricing at the end of each term. If the Customer wishes to discuss or negotiate the revised pricing terms, it may contact MYIA (billing@heal.dev) at least one (1) month before the renewal date. Any updated pricing will only apply from the start of the next Renewal Term.

13. CONFIDENTIALITY

If the Parties have entered into a non-disclosure agreement ("**NDA**"), the terms of the NDA shall govern and fully replace this Section. In such case, this Section shall not apply. If no NDA is in force between the Parties, the following terms shall apply:

Each Party ("**Receiving Party**") agrees not to use or disclose any non-public, proprietary, or confidential information of the other Party ("**Disclosing Party**") that is disclosed in connection with this Agreement and that: (a) is identified as confidential at the time of disclosure; or (b) should reasonably be understood to be confidential based on its nature and the circumstances of disclosure (collectively, "**Confidential Information**").

The Receiving Party shall protect the Confidential Information using the same degree of care it uses to protect its own confidential information, but not less than a reasonable standard of care. Access shall be limited to those who need it to perform under the Agreement and



who are bound by confidentiality obligations no less protective than those set out here.

The above obligations do not apply to information that the Receiving Party can demonstrate: (i) was already known without obligation of confidentiality; (ii) is or becomes publicly available through no fault of the Receiving Party; (iii) was independently developed without reference to the Disclosing Party's Confidential Information; (iv) was lawfully received from a third party; (v) is approved in writing for disclosure by the Disclosing Party; or (vi) must be disclosed by law or court order, provided that, where legally permitted, the Receiving Party gives prior notice and cooperates to seek protective measures.

The confidentiality obligations will remain in effect for two (2) years after termination or expiration of this Agreement. For Confidential Information that qualifies as a trade secret, obligations continue for as long as it retains its trade secret status under applicable law.

Upon termination or expiration of the Agreement, the Receiving Party shall, at the Disclosing Party's request, return or destroy all Confidential Information, except for one copy retained strictly for legal archiving purposes.

14. WARRANTIES

14.1. Warranty of conformity. During the Term, the Solution will operate in substantial conformity with the documentation provided by MYIA. This warranty does not cover performance issues caused by: (a) factors beyond MYIA's reasonable control; (b) misuse or failure by the Customer or its contractors; (c) Customer Data; (d) the Customer's own systems, applications, or infrastructure; or (e) third-party software requested by the Customer. MYIA's only obligation, and the Customer's sole remedy, for a breach of this warranty is for MYIA to make reasonable efforts to correct the non-conformity at no additional cost. If that is not commercially feasible, either Party may terminate the Agreement, and the Customer will receive a refund of any prepaid Fees for the unused portion of the affected Services. This warranty does not apply if: (i) the issue is caused by unauthorized modifications, misuse, or third-party systems; or (iii) the Services were provided on a free, trial, or evaluation basis.

14.2. DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HEAL, ITS SUPPLIERS, HOSTING PROVIDERS, AND LICENSORS DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. HEAL DOES NOT GUARANTEE THAT THE SERVICES, THE SOLUTION, OR THE RESULTS GENERATED THROUGH THEIR USE WILL MEET THE CUSTOMER'S SPECIFIC REQUIREMENTS, OR THAT USE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

THE CUSTOMER ACKNOWLEDGES THAT THE SERVICES RELY ON SYSTEMS AND DATA FLOWS THAT ARE PARTLY OUTSIDE OF HEAL'S CONTROL, AND THAT RESULTS GENERATED BY THE SOLUTION (INCLUDING TEST SCRIPTS, REPORTS, OR ANALYTICS) MUST BE REVIEWED AND VALIDATED BY THE CUSTOMER BEFORE USE IN PRODUCTION. HEAL WILL NOT BE LIABLE FOR ANY INACCURACY, OMISSION, OR UNAVAILABILITY OF RESULTS UNLESS

EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN ANY APPLICABLE SERVICE LEVEL AGREEMENT (SLA).

15. LIABILITY

15.1. INDIRECT DAMAGES. HEAL SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, LOSS OF CONTRACTS OR GOODWILL, OR COSTS RELATED TO RESTORING SYSTEMS OR DATA, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF HEAL WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2. LIMITATION OF LIABILITY. HEAL'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CUSTOMER TO HEAL FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

15.3. Exclusions. Nothing in this Agreement excludes or limits either Party's liability for: (i) death or personal injury, or loss of or damage to tangible property; (ii) gross negligence or willful misconduct; (iii) breach of confidentiality obligations; and (iv) any liability that cannot be limited or excluded under applicable law.

16. INDEMNIFICATION

16.1. Customer Indemnification. The Customer agrees to defend, indemnify, and hold harmless MYIA from and against any claims, losses, damages, liabilities, costs, or expenses (including reasonable legal fees) arising out of or related to: (a) any Customer Data or other content provided by the Customer; (b) the Customer's use of the Services in violation of applicable law or this Agreement; or (c) any claim that the Customer Data infringes the Intellectual Property or other rights of a third party.

16.2. MYIA Indemnification. MYIA agrees to defend the Customer, at its own cost, against any third-party claim that the Solution infringes such third party's intellectual property rights under applicable law. MYIA will also pay any damages and costs awarded against the Customer by a final court decision, or agreed in settlement, as a result of such a claim, provided the Customer: (a) promptly notifies MYIA in writing of the claim; (b) cooperates with MYIA in the defense; and (c) allows MYIA to control the defense and settlement of the claim (the Customer may be assisted by counsel of its choice at its own expense). MYIA will have no obligation to indemnify the Customer if the claim results from: (i) misuse of the Solution by the Customer; or (ii) use of the Services with any product or service not provided by MYIA.

If the Solution is found to infringe or is likely to infringe, MYIA may, at its expense and discretion: (a) obtain the right for the Customer to continue using it; (b) replace or modify the Solution to make it non-infringing without materially reducing its functionality; or (c) terminate the Agreement and refund any unused prepaid Fees.

17. INSURANCE

Each Party confirms that it holds, and will maintain throughout the Term, appropriate insurance coverage with



a reputable insurer, at its own cost. This insurance must be sufficient to cover the liabilities that the Party may incur under this Agreement.

18. FORCE MAJEURE

Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by a force majeure event, as defined in Article 1218 of the French Civil Code and interpreted under French law (a “**Force Majeure Event**”). The affected Party must promptly notify the other Party in writing, explaining the nature of the Force Majeure Event, its expected duration, and its impact on performance. The affected Party must take reasonable steps to limit the effects of the event. If the Force Majeure Event lasts for more than thirty (30) calendar days from the initial notice, either Party may terminate the Agreement, in whole or in part, with immediate effect by written notice (registered letter with return receipt). No fees, penalties, or compensation shall be due in such case.

19. TERMINATION

Either Party may terminate this Agreement with immediate effect by sending written notice to the other Party, if the other Party commits a material breach and fails to remedy it within thirty (30) days after receiving written notice specifying the breach. This termination right is without prejudice to any other rights or remedies available under this Agreement or at law.

Upon termination of this Agreement for any reason: (a) the Customer must immediately cease all use of the Solution and the Services; and (b) all unpaid amounts owed to MYIA under the Agreement shall become immediately due and payable, except where termination results from a material breach by MYIA.

20. MISCELLANEOUS

20.1. Relation of the Parties. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the Parties. The Customer has no authority to act on behalf of or bind MYIA in any manner.

20.2. Subcontracting. MYIA may engage subcontractors, including freelance professionals, to perform certain aspects of the Services, such as test review, validation, or support. MYIA remains fully responsible for the performance of the Agreement, including any work performed by subcontractors on its behalf. MYIA shall ensure that any subcontractor is bound by written obligations of confidentiality and data protection no less protective than those set forth in this Agreement. The use of subcontractors does not relieve MYIA of its obligations to the Customer. Upon request, MYIA shall provide the Customer with general information about the categories of subcontracted activities.

20.3. Assignment. The Customer may not assign, transfer, or sublicense this Agreement or any rights or obligations under it without the prior written consent of MYIA. MYIA may assign or transfer any of its rights and obligations under this Agreement without the Customer's consent.

20.4. Severability. If any part of this Agreement is found to be invalid or unenforceable, it will be limited or removed to the extent necessary to make it enforceable. All other provisions will remain fully valid and in effect.

20.5. Survival. Notwithstanding the termination or expiration of this Agreement, the provisions of Sections relating to Intellectual Property Rights, Confidentiality, Warranty, Liability, Indemnification and any other provision which by its nature is intended to survive termination or expiration of this Agreement, shall continue in full force and effect following the termination or expiration of this Agreement.

20.6. Entire Agreement. This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior written or oral agreements, communications, and understandings.

20.7. Notices. All notices under this Agreement must be in writing and will be considered given: (a) when delivered in person; (b) 48 hours after being sent by email, unless a delivery failure notice is received; (c) the next business day if sent by a recognized overnight courier service; or (d) when received, if sent by certified or registered mail with return receipt requested. Notices to MYIA must be sent to its registered address as stated in preamble, with a copy by email to billing@heal.dev.

20.8. Non-Solicitation. The Customer agrees not to solicit for employment, hire, or directly engage, whether as an employee, consultant, or independent contractor, any person who was employed or contracted by MYIA and who worked on the performance of this Agreement, during the Term and for twelve (12) months following its termination or expiration. If the Customer breaches this obligation, it shall pay MYIA a lump-sum compensation equal to the gross annual compensation (salary or fees) received or contractually agreed with the individual prior to their departure from MYIA.

20.9. Commercial Reference. The Customer agrees that MYIA may use its name, logo, and a general description of the Services provided under this Agreement as a commercial reference in its marketing materials, presentations, and on its website. This use does not require further approval, as long as it does not disclose any Confidential Information or misrepresent the nature of the business relationship. For any other marketing or promotional activities (such as case studies, testimonials, or press releases), MYIA will obtain the Customer's prior written consent, which may be granted either in the Order Form or by separate written agreement. In such cases, the content shall be subject to the Customer's prior review and written approval, not to be unreasonably withheld or delayed.

20.10. Electronic Signature. The parties agree that this Agreement may be executed electronically. The electronic record of such execution, as generated and maintained by the e-signature service provider, shall be deemed equivalent to a handwritten signature and shall constitute valid and binding evidence of the parties' consent to the terms of this Agreement.

20.11. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of France, without regard to conflict of law rules or principles.

20.12. Dispute Resolution. If a dispute arises concerning the validity, interpretation, performance, or application of this Agreement, the Parties agree to first attempt to resolve it amicably through good-faith discussions. Either Party may initiate this process by sending written notice to the other. The Parties shall meet or communicate within fifteen (15) business days to seek a mutually acceptable resolution. If the dispute is not resolved within thirty (30) business days of the initial



notice, it shall be submitted to the exclusive jurisdiction of the Court of Appeal of Paris (France).