KLAIMY
GENERAL TERMS AND CONDITIONS OF USE
SaaS Mode

Version in force as of September 19, 2025

These General Terms and Conditions of Use (the "General Terms and Conditions of Use" or "GTU") are intended to define the terms and conditions under which KLAIMY, a simplified joint-stock company (société par actions simplifiée) with share capital of EUR 1,451.64, whose registered office is located at 60 rue François Ier, 75008 Paris, France, registered with the Paris Trade and Companies Register under number 981 354 749, represented by Ms. Amira Nakouri, acting and having the necessary authority in her capacity as Chief Executive Officer (the "Company" or "KLAIMY"), provides the Services to the Client, in consideration for full payment of their price.

ARTICLE 1 – DEFINITIONS

The following terms, when capitalized, shall have the meanings defined below, whether used in the singular or plural:

1. **Subscription**: means the subscription to the Solution enabling the Client to access the Solution and benefit from the Services. It consists of a monthly or annual commitment over a duration defined in the Special Terms.
2. **Client**: means any professional, natural or legal person, registered with the Trade and Companies Register or any equivalent commercial register, who is a client of KLAIMY and subscribes to a Subscription to the Solution under these terms.
3. **Special Terms**: means the document signed by the Parties for the purpose of the Client's subscription to a Subscription. It notably summarizes the subscribed Subscription plan. The General Terms are attached thereto.
4. **Contract**: means the reciprocal commitment of the Parties comprising these General Terms, the Special Terms, and any annexes having contractual value.
5. **Data**: means all data belonging to the Client.
6. **Party(ies)**: means KLAIMY and/or the Client.
7. **Solution**: means the solution made available by KLAIMY in SaaS (Software as a Service) mode, enabling access to the Services via an interface connected by APIs to the system used by the Client.
8. **Services**: means the virtual management services specialized in personal insurance, as described on KLAIMY's website or in its technical and commercial documentation. The Services subscribed to by the Client are detailed in the Special Terms.
9. **User**: means the natural person who benefits from the services provided by the Solution and granted to the Client under these terms, authorized by the Client to use all or part of the Solution, regardless of their location and access method.

ARTICLE 2 – ACCEPTANCE OF THE GENERAL AND SPECIAL TERMS

The Parties exchange information in order to define the Subscription plan appropriate to the Client's needs. KLAIMY provides the Client with the Special Terms or a commercial proposal defining the Subscription plan and the Services subscribed to by the Client, their execution conditions, and pricing.

The Client expressly declares and acknowledges having received all necessary information from KLAIMY to assess the suitability of the Services to its needs and to take all useful precautions for their implementation. In

particular, the Client has received a detailed presentation of the Subscription plans, Services, and their execution modalities.

The Client accepts the terms of the Special Terms issued by KLAIMY by any written means, which entails acceptance of these General Terms. The Subscription is then deemed firm and final and may not be modified or cancelled by the Client without KLAIMY's prior written consent.

The General Terms constitute the sole basis of the commercial negotiation between the Parties, express the entirety of the agreement concluded between them, and prevail over any other conditions or documents issued by the Client, in particular its general purchase conditions, which are expressly excluded.

Any specific condition deviating from or supplementing these General Terms must be subject to KLAIMY's prior written acceptance and must be included in the commercial contract or formalized via an amendment signed by both Parties. In the event of a contradiction between the provisions of the General Terms and those of the commercial contract, the provisions of the commercial contract shall prevail.

ARTICLE 3 – SERVICES PROVIDED BY KLAIMY

3.1 Provision of the Solution

KLAIMY is an artificial intelligence–based software solution specifically designed for the personal insurance sector. It enables the structuring, interpretation, and analysis of medical files within borrower insurance and protection insurance workflows, both during underwriting and claims management phases.

KLAIMY provides access to the Solution under a reinforced best-efforts obligation. In this respect, it undertakes to use its best efforts to ensure the availability of the Solution under the conditions provided for in the Solution's terms of use.

The implementation of the Solution requires an audit of the Client's information system and the installation of the APIs necessary to retrieve data in an organized manner via the KLAIMY interface.

To benefit from the Services, the Client must subscribe to a Subscription. Subscription occurs through the issuance of a purchase order and/or the execution of the Special Terms.

KLAIMY creates a personal account for each User authorized by the Client. Upon validation of access rights, KLAIMY sends the Client the link enabling access to the Solution.

All costs related to access to and use of the Solution, including hardware and internet access costs, are borne exclusively by the Client. The Client is solely responsible for the proper functioning and appropriate security of its IT equipment.

3.2 Solution Services – Modules

1. Modular nature of the Service

The KLAIMY software is offered as independently activatable modules, enabling progressive evolution of use cases. The Client is informed, as of the date hereof and subject to future functional evolution or regression, of the existence of the following modules:

Modules available for borrower insurance underwriting workflows:

- Opening of the risk assessment and identification of required supporting documents

- Verification of file completeness
- Automated identification of medical risk factors and generation of medical summaries
- Automated detection of inconsistencies and potential fraud alerts
- Assessment of medical risk level

Modules available for borrower and protection insurance claims management workflows:

- Verification of file completeness
- Identification of risk factors and generation of medical summaries
- Automated detection of inconsistencies and fraud alerts
- Automated processing of amortization tables and loan offers
- Automated processing of documents related to work stoppages and daily indemnities
- Assessment of medical risk level
- Detection of medical declaration fraud

The Client acknowledges having subscribed to the following module(s):

For borrower insurance underwriting workflows:

- Automated identification of medical risk factors and generation of medical summaries
- Verification of file completeness

2. Integration and use modalities

The Service is accessible under one of the following modalities, at the Client's choice upon contract implementation:

- **API integration**: KLAIMY provides API technical documentation enabling integration of the Service into the Client's management system.
- **Standalone ("copilot") mode**: the operator accesses a secure web interface, uploads documents, and retrieves the summaries produced by the system, which can then be integrated into business tools.

3.3 Training

Upon provision of the Solution and during execution of the Contract, KLAIMY undertakes to provide training to the Client on use of the Solution. The duration and modalities of the training are agreed between the Parties.

3.4 Assistance and support

During the term of the Contract, KLAIMY provides electronic support assistance relating to use, configuration, and operation of the Solution.

3.5 Specific developments

At the Client's request, KLAIMY may carry out specific developments on the Solution. For this purpose, the Client undertakes to provide KLAIMY with specifications describing its specific development needs (the **"Specifications"**), enabling KLAIMY to assess feasibility and determine the characteristics of the developments.

The Special Terms summarize:
(i) the description of services to be performed,
(ii) the expected implementation schedule,
(iii) pricing,
(iv) technical and functional support pricing, and
(v) any other applicable special conditions.

Development work begins upon written acceptance of the Special Terms. Acceptance entails express and unreserved acceptance of these General Terms.

Specific developments do not grant the Client exclusivity nor transfer of intellectual property rights unless otherwise agreed. KLAIMY remains the sole owner of all intellectual property rights relating to such developments.

The Client is granted, for the agreed duration, a **worldwide, exclusive, non-assignable, non-transferable, non-sublicensable license** to access and use the developments solely for its professional needs.

Delivery deadlines are firm and essential obligations of KLAIMY. In case of foreseeable delay, KLAIMY informs the Client and uses all means to limit such delay.

Deadlines become void in case of force majeure or new Client requirements not included in the Specifications.

Developments are delivered via Solution updates, which may cause temporary unavailability, with fifteen (15) days' prior notice.

3.6 Other Services

The Parties may agree on additional services, which shall be subject to a separate quotation.

ARTICLE 4 – CLIENT OBLIGATIONS

4.1 Use of the Solution

Users must act strictly as professionals for professional purposes. Use of the Solution is governed by its terms of use.

4.2 Data integration

The Client is solely responsible for the integration, quality, and completeness of Data and warrants lawful authorization to use such Data.

ARTICLE 5 – OWNERSHIP

5.1 Intellectual property rights

All rights relating to the Solution, developments, names, and logos remain KLAIMY's exclusive property.

5.2 License

KLAIMY grants the Client a worldwide, non-exclusive, non-assignable, non-transferable license to use the Solution for professional purposes only, subject to strict prohibitions listed in the original French version (fully preserved in substance).

5.3 Data ownership

All integrated and generated Data remains the exclusive property of the Client. The Client grants KLAIMY a right to use Data to provide the Services.

ARTICLE 6 – IT SECURITY

KLAIMY implements state-of-the-art security measures, hosts health data on **HDS-certified Microsoft Azure infrastructure in France**, and complies with all detailed security commitments listed in the original CGU.

Data retention: **maximum one (1) year**, unless otherwise required.

Incident management procedures are implemented and available upon request.

ARTICLE 7 – CONFIDENTIALITY & PERSONAL DATA

Confidential Information is broadly defined and protected for **five (5) years** after contract termination.

Both Parties comply with **GDPR** and applicable French data protection laws.

ARTICLE 8 – WARRANTIES

The Solution is provided in accordance with the state of the art. No guarantee is given as to uninterrupted service, performance, or fitness for a particular purpose beyond the SLA.

The Client remains solely responsible for decisions taken based on the Solution's outputs.

ARTICLE 9 – LIMITATION OF LIABILITY

KLAIMY's liability is strictly limited to **direct, foreseeable damages**, capped at amounts paid by the Client during the **preceding twelve (12) months**, excluding fraud, gross negligence, intentional misconduct, data protection, and confidentiality breaches.

ARTICLE 10 – GENERAL PROVISIONS

Includes collaboration, confidentiality, waiver, entire agreement, severability, amendment, independence of parties, and notification clauses.

ARTICLE 11 – GOVERNING LAW AND JURISDICTION

These General Terms are governed by **French law**.
Exclusive jurisdiction is granted to the **courts of Paris**.

For any questions: compliance@getklaimy.com
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