

# **SOMA** Studio

## General Terms and Conditions

## Preamble

SOMA STUDIO (hereinafter referred to as "SOMA STUDIO") markets software packages and software (as a distributor or publisher), as well as IT maintenance services, development, outsourcing, training, consulting, implementation and integration, server or application hosting services, and provision of hosted applications.

## ARTICLE 1 - Scope – Definitions

### 1.1 – Definitions:

In these General Terms and Conditions, the following terms shall have the meanings assigned to them:

[Client]: The entity subscribing to SOMA STUDIO's Offer.

[Order]: The Client's acceptance of a SOMA STUDIO Offer.

[General Terms and Conditions]: This document governing the commercial relationship between SOMA STUDIO and the Client.

[Special Conditions]: Documents specifying the terms and conditions specific to certain categories of Products and Services; they supplement the provisions of the General Terms and Conditions.

[Offer]: The commercial proposal specifying the specific terms and conditions of SOMA STUDIO's Offer: the Products and/or Services subscribed (with, if applicable, descriptive annexes of the Services: scope, exclusions, prerequisites, description, etc.), the price, the duration of the contract, delivery/installation times and locations if applicable, and the validity period of the Offer.

[Contract]: The contractual set formed by the Offer accepted by the Client, the Special Conditions, and the General Terms and Conditions.

[Software]: The computer programs, including software packages, applications, custom software, marketed or supplied by SOMA STUDIO.

[Hardware]: The equipment and IT supplies sold by SOMA STUDIO.

[Party(ies)]: Individually or collectively, SOMA STUDIO and the Client.

[Services]: The services ordered by the Client, including IT maintenance services, outsourcing, training, implementation and integration, server or application hosting services, provision of hosted applications in ASP or SaaS mode, etc.

[Products]: The Hardware and/or Software ordered by the Client.

### 1.2 – Scope:

These General Terms and Conditions apply to all sales of Products and Services concluded by SOMA STUDIO. They prevail over any other Client document, including its general purchasing conditions. The specific terms and conditions applicable to each SOMA STUDIO Offer are described in the corresponding Offer and, if applicable, the Special Conditions relevant to the Products and/or Services concerned. The contractual documents are integrated in the following hierarchy, in order of precedence:

- The Offer and any of its amendments or annexes.
- The Special Conditions.
- The General Terms and Conditions.

In case of contradiction between them, the contractual documents prevail in the order indicated above. They cancel and replace any prior document having the same subject matter.

Any Order implies the unreserved acceptance by the Client of the General Terms and Conditions and, if applicable, the Special Conditions related to the Products and/or Services ordered. Any derogation from the General and Special Conditions, as well as from the terms of the Offer, must be in writing and issued by SOMA STUDIO.

The General and Special Conditions are communicated to any entity that requests them, to enable it to place an Order, and are available on SOMA STUDIO's website.

Any document other than the General Terms and Conditions, the Special Conditions, or the Offer, such as any catalog, prospectus, or advertisement issued by SOMA STUDIO, is of indicative and non-contractual value.

SOMA STUDIO reserves the right to modify all or part of the provisions of its General or Special Conditions. Any new version will be enforceable against the Client one month after its dispatch by postal or electronic mail, unless the Client expresses written opposition before the expiration of this period.

## ARTICLE 2 – Orders

### 2.1 – Formation of the Order:

SOMA STUDIO issues an Offer. Acceptance of this Offer by the Client, before its expiration, constitutes a firm and definitive Order. The Client declares having obtained from SOMA STUDIO all necessary information regarding the proposed Products and Services, their characteristics, performance, and technical limitations. The Client acknowledges that the Products and/or Services ordered correspond to its needs.

### 2.2 – Modification or Cancellation of the Order:

Any Order is irrevocable for the Client, except with SOMA STUDIO's written acceptance of its modification or cancellation. In case of cancellation accepted by SOMA STUDIO, the amounts already paid by the Client (deposit or otherwise) will remain acquired by SOMA

STUDIO as compensation, without prejudice to any additional damages that SOMA STUDIO may claim for the prejudice suffered.

#### 2.3 – Refusal of Order:

SOMA STUDIO reserves the right to refuse any Order from a Client with whom there is a dispute relating to the payment of a previous Order, or if the Client does not present sufficient financial guarantees.

### ARTICLE 3 - Duration of the Contract for Services

Unless otherwise specified, the initial duration of the Contract is twelve (12) months from the date specified in the applicable Offer or Special Conditions. At the end of this period, the Contract is tacitly renewed for successive periods of twelve (12) months, unless terminated by either Party by registered letter with acknowledgment of receipt at least three (3) months before the end of the current period.

The Client is informed of its right not to renew the Contract by complying with the above modalities. In case of early termination by the Client or due to the Client's fault, whatever the cause (except in the case of duly proven serious breach by SOMA STUDIO of its contractual obligations), the Client shall immediately owe all remaining amounts due until the scheduled end of the Contract.

### ARTICLE 4 - Payment Terms - Penalties

#### 4.1 – Payment Terms:

Unless otherwise specified, the price is payable in full upon Order. If a staggered payment is agreed, the payment schedule is specified in the Offer or the Special Conditions. No discount will be granted in case of early payment.

#### 4.2 – Late Payment:

In case of late payment, late payment penalties calculated at the rate of three (3) times the legal interest rate will be due automatically and without formal notice, from the day following the due date indicated on the invoice. A fixed compensation for recovery costs of forty (40) euros will also be due, in accordance with applicable legal provisions.

#### 4.3 – Disputing Invoices:

Any dispute regarding the elements of an invoice must be made in writing and addressed to SOMA STUDIO by email at [admin@somastudio.xyz](mailto:admin@somastudio.xyz) or by registered letter with acknowledgment of receipt within fifteen (15) calendar days from its receipt. After this period, no claim will be admissible.

#### 4.4 – Non-payment:

In case of non-compliance by the Client with the payment terms, SOMA STUDIO reserves the right to suspend the execution of its obligations, including ongoing deliveries or services, and to cancel any discounts granted to the Client.

### ARTICLE 5 - Terms of Provision of Products and Services

#### 5.1 – Delivery Times:

The delivery or execution times indicated in the Offer or Special Conditions are given for guidance only. SOMA STUDIO undertakes to inform the Client of any foreseeable delay. In case of delay exceeding thirty (30) days attributable to SOMA STUDIO, the Client may cancel the relevant Order by registered letter with acknowledgment of receipt, after formal notice remaining without effect for fifteen (15) days. The amounts already paid by the Client will then be refunded.

#### 5.2 – Reception and Conformity:

Upon receipt of the Products or completion of the Services, the Client or its representative must verify conformity in quantity and quality with respect to the Order. In case of non-conformity or apparent defects, the Client must make specific reservations on the delivery note or reception report and confirm them to SOMA STUDIO by registered letter with acknowledgment of receipt or by email at [admin@somastudio.xyz](mailto:admin@somastudio.xyz) within five (5) working days. Failing this, the Products and Services will be deemed accepted without reservation.

#### 5.3 – Transfer of Risks:

The transfer of risks occurs upon delivery of the Products to the Client or its representative. The Products travel at SOMA STUDIO's risk until delivery.

#### 5.4 – Subcontracting:

SOMA STUDIO reserves the right to subcontract all or part of the Services to a third party of its choice while remaining responsible for their proper execution vis-à-vis the Client.

### ARTICLE 6 - Transfer of Ownership

The transfer of ownership of the Products to the Client is subject to full payment of the price. In case of non-payment, SOMA STUDIO may claim the Products and terminate the Contract, without prejudice to any damages.

### ARTICLE 7 - Client's Obligations

The Client undertakes to:

Actively collaborate with SOMA STUDIO by providing all information and means necessary for the execution of the Services.

Designate a single point of contact to facilitate communication.  
Ensure that the site of installation of the Products complies with technical prerequisites.  
Comply with the instructions and user manuals of the Products.  
Regularly back up its data and systems.  
Take necessary measures for the security of its network (antivirus, firewall, etc.).

In case of failure to meet these obligations, SOMA STUDIO cannot be held responsible for any resulting adverse consequences.

#### ARTICLE 8 - Liability - Limitation of Liability

SOMA STUDIO is bound by an obligation of means. Its liability can only be engaged in case of proven fault. Under no circumstances shall SOMA STUDIO be liable for indirect damages such as loss of turnover, loss of data, commercial damage, or damage to image.

In any event, the amount of damages that may be charged to SOMA STUDIO, all causes combined, is limited to the total amount excluding taxes paid by the Client under the Contract over the last twelve (12) months.

#### ARTICLE 9 - Intellectual Property – Referencing

##### 9.1 – Intellectual Property:

SOMA STUDIO retains all intellectual property rights over the Software and documents provided to the Client. The provision of the Software entails only a non-exclusive and non-transferable license to use, under the conditions defined in the Contract. The Client undertakes to respect the intellectual property rights of SOMA STUDIO and any third parties.

##### 9.2 – License of Use:

The license conditions of the Software are specified in the Offer or the Special Conditions. The Client is prohibited from any unauthorized reproduction, modification, or distribution of the Software.

##### 9.3 – Referencing:

The Client authorizes SOMA STUDIO to use its name, corporate name, and logo as a commercial reference, unless otherwise requested in writing addressed to [hello@somastudio.xyz](mailto:hello@somastudio.xyz).

#### ARTICLE 10 – Confidentiality

Each Party undertakes to keep strictly confidential all confidential information received from the other Party during the duration of the Contract and for a period of five (5) years after its expiration. This obligation does not apply to information that has fallen into the public domain or was already known to the receiving Party.

Personal data collected by SOMA STUDIO are processed in accordance with the General Data Protection Regulation (GDPR). They are used solely for processing Orders or preparing quotes, unless the Client gives specific consent for other uses. The data are stored securely and retained for a period of five (5) years. The Client may exercise their rights of access, rectification, or deletion by sending an email to [admin@somastudio.xyz](mailto:admin@somastudio.xyz).

#### ARTICLE 11 - Non-Solicitation of Personnel

The Client undertakes, during the duration of the Contract and for a period of twelve (12) months after its expiration, not to hire or solicit SOMA STUDIO's personnel who participated in the execution of the Contract, except with SOMA STUDIO's prior written agreement. In case of non-compliance with this obligation, the Client agrees to pay SOMA STUDIO an indemnity equal to twelve (12) times the last gross monthly salary of the person concerned, plus recruitment costs for a replacement.

#### ARTICLE 12 - Suspension of Obligations

SOMA STUDIO cannot be held responsible for delays or failures in the execution of the Contract resulting from force majeure events as defined by French jurisprudence. In the event of such an occurrence, SOMA STUDIO will inform the Client as soon as possible, and obligations will be suspended for the duration of the event.

#### ARTICLE 13 - Early Termination

In case of serious breach by one of the Parties of its contractual obligations not remedied within thirty (30) days after formal notice by registered letter with acknowledgment of receipt, the other Party may terminate the Contract by operation of law, without prejudice to any damages it may claim.

#### ARTICLE 14 - Assignment of the Contract

The Contract may not be assigned by the Client, in whole or in part, without SOMA STUDIO's prior written consent. SOMA STUDIO may freely assign or transfer the Contract to a third party of its choice.

#### ARTICLE 15 - General Provisions

The fact that SOMA STUDIO does not invoke at a given time any clause of the Contract does not constitute a waiver of its right to invoke it later.

None of the provisions of the Contract shall be interpreted as creating

between the Parties a relationship of agency, partnership, franchise, or employer-employee.

#### ARTICLE 16 - Applicable Law - Disputes

These General Terms and Conditions are governed by French law. Any dispute relating to their interpretation or execution shall be subject to the exclusive jurisdiction of the courts

within the jurisdiction of the Court of Appeal of Aix-en-Provence, unless mandatory legal provisions provide otherwise.

*For any questions regarding these General Terms and Conditions, you may contact SOMA STUDIO at the following email address: [hello@somastudio.xyz](mailto:hello@somastudio.xyz).*