Tracelia terms of sale and software licence

Version 2.0 • 28 October 2026

English translation of the French terms. These terms govern the thirty-day professional trial followed by a monthly subscription unless cancelled, and monthly, annual and Enterprise purchases. The service schedule and Data processing agreement supplement them. The software interface is currently available in French; the English website and these translations do not announce English application availability.

Contents

1. Parties and definitions
2. Professional customers and territories
3. Purpose and scope
4. Contract documents and ordering
5. Prices and taxes
6. Payment through Stripe
7. Service opening and accounts
7. bis. Thirty-day free trial and paid commencement
8. Term renewal and ordinary termination
9. Non payment and suspension
10. Refunds and breaches
11. Licence and intellectual property
12. Professional use and artificial intelligence assistance
13. Availability maintenance and changes
14. Confidentiality and personal data
15. Data return switching and deletion
16. Liability
17. Force majeure and protective measures
18. Changes and assignment
19. Complaints language and applicable law

1. Parties and definitions

Global Expertises, a French simplified joint stock company with share capital of EUR 1,000, Toulouse registration 911 366 698, registered office 59 allées Jean Jaurès, 31000 Toulouse, France, SIRET 911 366 698 00015, VAT number FR03 911366698, is the contractual seller and subscription provider. Contact: contact@global-expertises.fr; +33 (0)9 70 70 00 10.

The Client subscribes for professional purposes; the Organisation is its workspace. A Billed Expert is an individually authorised user with the Expert role. Secretariat, Technical Management, Administrator and Owner accounts are not charged as such. A person also holding the Expert role counts once as an Expert. A non-Expert account does not become

billable merely because it contributes within its permissions. An Invited person has only the authorised temporary access to a case. Client Data includes retained documents, observations, transcripts, analyses, content, reports, metadata and useful relationships.

FortyTwoFlow SAS, Montpellier registration 989 717 541, 73 allée Kléber, 34000 Montpellier, France, publishes and technically operates the platform. Global Expertises remains responsible to the Client for its contractual obligations, including entrusted services. Commercial, billing and assistance requests go to Global Expertises.

2. Professional customers and territories

Subscriptions are available exclusively to professionals acting for their business, including building experts, consultancies, contractors and construction organisations. The subscriber supplies legal identity, billing address, country and applicable professional and tax identifiers, and confirms authority to bind the Client. A non-professional invited person may provide information within the Client's authorised scope; an invitation does not make that person a subscriber or customer.

There is no commercial country restriction. Sales and access remain subject to mandatory law, applicable economic sanctions and lawful availability of payment services. The Client checks suitability for its professional and local requirements. Mandatory protections for professionals remain applicable, including Article L221-3 of the French Consumer Code where its conditions are met. No term removes an applicable statutory withdrawal right.

3. Purpose and scope

Tracelia is online software for preparing and drafting forensic building reports. It supports case preparation, typed or dictated findings and photographs, draft analyses, conclusions, recommendations, cost estimates and report assembly using the firm's branding. Maps, Géorisques information, roles and included functions are described in the Subscription and assistance schedule.

AI prepares drafts; the professional reviews, corrects and approves them. Required stages must be approved before generating the report. Changes may require further approvals. These mechanisms guarantee neither accuracy nor the absence of inconsistencies. The Client controls findings, professional judgement, checks and signature.

The subscription covers the common functions in the schedule for one Organisation and its subscribed Experts. Article 7 bis governs trial restrictions. Enterprise includes only the services defined in an accepted proposal. A software subscription alone includes no Global

Expertises assessment assignment, certification, professional insurance or licence to access the full text of paid standards.

4. Contract documents and ordering

The contract includes the accepted summary and expressly agreed special terms, these terms, the Subscription and assistance schedule and the Data processing agreement, in their versions provided before commitment. The Data processing agreement prevails for personal data. Otherwise, special terms prevail, followed by the schedule within its scope, then these terms. The privacy policy informs individuals and does not replace the agreement. Platform usage rules do not change the seller, price or safeguards agreed with Global Expertises.

Before starting the trial, the Client can review and correct identity, Organisation and billing information. The summary states: thirty free days, no Tracelia charge on registration, one first Expert, EUR 99 excluding tax per month and applicable taxes and total, exact start and end dates and times, automatic monthly commencement after the trial unless cancelled beforehand, the seven-day reminder, cancellation methods and PDF/Word download restriction. The Client accepts the documents and expressly confirms this order with a deferred obligation to pay. Saving a card, opening a link, viewing a demonstration or making an enquiry is insufficient on its own.

Early paid activation, an annual subscription, an additional Expert seat or Enterprise service requires its own summary and express agreement stating price excluding tax, taxes, total, frequency, start date, commitment and instalments where applicable. Choices can be corrected before confirmation. An invitation or action by a member without purchasing authority creates no paid supplement. There is no automatic conversion from the trial to an annual subscription.

Documents can be read and downloaded before commitment. Global Expertises supplies the summary, applicable documents and access arrangements on a durable medium, followed by confirmations of payment, activation or cancellation matching the actual state. Timestamps, accepted versions and order records are evidence, not conclusive proof. Electronic records remain subject to integrity, attribution and contrary evidence. A document replaced online cannot retrospectively change an order.

5. Prices and taxes

Subscription	Monthly	Annual

Organisation and first Expert	EUR 99 excl. tax/month	EUR 990 excl. tax/year
Each additional Expert	EUR 49 excl. tax/month	EUR 490 excl. tax/year
Accounts without the Expert role	No additional seat charge	No additional seat charge
Enterprise	Accepted proposal	Accepted proposal

Annual subscriptions commit for twelve months, costing ten monthly payments. EUR 82.50 excluding tax per month for the first Expert is a comparison, not a monthly payment plan without commitment. There is no standard activation fee. This version of the standard offer includes no catalogue of paid AI credits, top-ups, report packs or storage packs. No overage triggers an automatic charge.

Prices are in euros excluding tax. Applicable taxes and the total including tax are shown before commitment, before an additional purchase and on invoices. Treatment depends on country, status and professional evidence; exemption or reverse charge is not presumed. The Client provides accurate information and reports changes. Its bank's charges, including conversion fees, are not Global Expertises charges. Settlement is in euros.

6. Payment through Stripe

Payments are processed through Stripe for Global Expertises, which remains seller and invoice issuer. Accepted methods appear on the secure payment page. Global Expertises stores neither full card numbers nor security codes.

There is no Tracelia charge on trial registration. The payment method is registered to perform the expressly accepted deferred-payment order under articles 4 and 7 bis; bank authentication may be required. Monthly payments are subsequently due at the start of each monthly period. Failed payment permits neither an implicit new order nor a duplicate charge.

Annual subscriptions can be paid upfront or in three instalments at the same price without additional fees: on commencement, one month later and two months later. Dates, amounts excluding tax, taxes and totals are disclosed before acceptance. The EUR 990 base is three EUR 330 instalments excluding tax. Where rounding is needed, the first two equal shares are rounded down to the cent and the third is the exact balance. This is one twelve-month commitment, not a monthly plan. Trial expiry never implies an annual purchase.

Experts added during a period are charged proportionately under the schedule after express agreement. During an annual instalment plan, the remaining-year addition is paid once without silently changing the three accepted instalments. Annual renewal retains the

agreed method with a schedule communicated under contractual notice periods.

Invoices and receipts are supplied electronically and available in the billing area or on request to contact@global-expertises.fr. Updating a card or stopping a bank payment does not terminate the contract. No early-payment discount applies. An invoice can be disputed by reasoned email; undisputed sums remain due.

7. Service opening and accounts

The trial starts only when the authenticated Organisation and trial access are effectively available. Paid rights, including report downloads, open after effective Stripe confirmation of initial payment and delivery of the corresponding rights. Existing cases, documents, corrections and retained reports stay in the same workspace. A Stripe return page, unpaid invoice or knowledge of an email address does not prove payment or authorise case access.

Early activation ends the free period on its effective date, expressly confirmed before payment. It replaces the conversion scheduled for trial end to prevent a second subscription or charge. A download action alone is not a payment order: a summary and confirmation must precede it.

Pending or declined payments and required authentication are explained. If payment succeeds but access fails, assistance handles the incident without requiring a second purchase; the paid period starts when the purchased service is effectively available. Definitive inability to supply entails refunding the unprovided part and cancelling corresponding instalments. Breach remedies and mandatory rights remain intact.

Accounts are individual and named. The Client manages permissions, departures and case handovers, protects credentials and reports suspected compromise. Administrator changes are verified; payment or an unauthenticated request alone does not grant rights.

7. bis. Thirty-day free trial and paid commencement

One trial is offered per Organisation for thirty days from effective workspace availability after account verification, acceptance of the deferred-payment order and secure card registration. Confirmation states exact start and end dates and times in Paris time. A request, saved card or pending verification alone does not start the trial.

During the thirty days, the Client can work on its cases, prepare content and view full reports on screen. Downloading the formatted report in PDF or Word and supplying it to a client in those formats requires paid subscription activation. This new offer includes no

first free downloadable report. The site's fictional demonstration is freely accessible without ordering a trial.

Unless cancellation is received before expiry, a monthly subscription automatically follows for one Organisation and one first Expert at EUR 99 excluding tax per month, plus only disclosed taxes. Global Expertises emails a reminder seven days beforehand with paid commencement date, amount, cancellation method and management link. Conversion cannot occur before the announced and accepted date. If the reminder could not be sent in time, paid commencement is postponed and a new date communicated respecting that notice. This never implies an annual subscription or additional Expert purchase.

Cancellation is available at any time before trial expiry through the account or by email to contact@global-expertises.fr from an authorised contact. It is confirmed on a durable medium and prevents future paid commencement and collection. Trial access continues until expiry unless earlier closure is expressly requested. A portal problem does not prevent cancellation by email received before expiry. Removing a card technically does not replace cancellation; the interface handles both unambiguously.

The Client can activate the monthly plan early or expressly select annual billing. The summary then states price, taxes, total due, duration and immediate paid commencement. After confirmation and payment, paid rights open and the original scheduled conversion is neutralised. Clicking Download alone must never trigger a debit.

Other members authorised during the trial create no automatically billed seats on expiry. Retaining additional Experts requires an express purchase; non-Expert roles remain free of additional seat charges. Content stays in the Organisation and permissions are adjusted without automatically deleting cases.

A technically failed operation or payment creates no option purchase or second trial. Proportionate abuse protection does not create a hidden commercial quota. Pending operations at expiry are identified and their retained results follow applicable rights, without an unaccepted retrospective charge.

Cancelling the trial prevents conversion but does not immediately erase data. Free return of retained data and content remains available under article 15 and the schedule without a subscription. This differs from the formatted report download and cannot be restricted to uploaded source files or made conditional on purchase. Unlimited archiving is not included. Rights already acquired under an earlier trial version, including an offered downloadable report, remain respected.

8. Term renewal and ordinary termination

The monthly plan runs for one month from paid commencement after the trial or early activation and renews automatically for successive months. The Client may notify non-renewal at any time, provided notice is received before the next renewal. Production access continues until the end of the paid period.

The annual plan commits the Client for twelve months and renews for further twelve-month periods. At least thirty days before expiry, Global Expertises reminds the Client of the date, price, payment arrangements and ways to decline renewal. Non-renewal may be notified before the next renewal; service remains available until the committed period ends. A late reminder does not reduce applicable mandatory rights.

Termination or non-renewal may be requested through subscription management where available, or in all cases by email to contact@global-expertises.fr identifying the Organisation. Global Expertises acknowledges receipt and confirms the effective date, final sums and data return arrangements in writing. An unavailable Stripe portal does not prevent email notice or postpone receipt.

On voluntary early termination of an annual subscription, the entire committed annual amount remains due. There is no refund for convenience if the year has been prepaid. If instalments were expressly agreed, the unpaid annual balance is payable; amounts already paid are credited once only. No additional 50 percent termination charge or other flat voluntary termination penalty is added. Remedies for a Global Expertises breach, special agreements and mandatory law are preserved. Data return and switching follow Article 15. Billing frequency changes take effect at the next renewal; the schedule governs changes in Expert seat numbers.

9. Non payment and suspension

Global Expertises notifies the Client of failed payment and permits payment-method updates or payment through a Stripe page. Paid instalments are not collected again. For an amount not seriously disputed, written formal notice allows seven calendar days to pay; proportionate suspension may follow. A reasoned good-faith dispute is examined and undisputed amounts remain payable. Data return is not conditional on paying the debt.

After verified regularisation, access is restored within a reasonable time according to available means. If non-payment persists thirty days after formal notice, Global Expertises may terminate by reasoned notice, without an additional automatic period following suspension. Amounts due under the annual commitment follow article 8, counting

payments once and subject to applicable law; no additional exit indemnity is created. Suspension does not automatically erase data. Security duties and recovery and erasure procedures continue to apply.

For receivables covered by the French business late-payment regime, interest runs from the day after the due date without a reminder, at the European Central Bank refinancing rate plus ten percentage points, no lower than the statutory minimum. The reference rate is that applicable on 1 January for the first half-year and 1 July for the second. The EUR 40 recovery charge applies per overdue invoice under Article L441-10 of the French Commercial Code; higher recovery costs may be claimed with evidence. Statutory exceptions, including insolvency rules, remain applicable.

10. Refunds and breaches

A duplicate charge or undue payment is refunded through Stripe after verification. An expressly owed refund is initiated within thirty calendar days after entitlement is established and necessary information received, without undue delay; any shorter statutory period or binding decision prevails. Refunds use the original method unless impossible or another secure Stripe method is expressly agreed. Bank processing times vary. An accounting credit note is issued where appropriate; service credit is not imposed in place of an owed cash refund.

For a material breach, the other party gives formal notice describing it and allowing thirty days to remedy. Failing remedy, that party may terminate all or part of the contract by reasoned notice. An irremediable breach or immediate danger may justify a faster, proportionate and explained measure. If service ends because of a Global Expertises breach, prepayments for the unprovided period are refunded proportionately and corresponding future instalments cancelled, without prejudice to other Client rights.

After more than twenty-four consecutive hours of complete service-attributable unavailability, the Client may request within thirty days a credit of 5% of the monthly reference excluding tax per complete twenty-four-hour period, capped at 15% of that reference for the affected month. The reference comprises affected base subscription and Expert seats; for annual plans it is their annual price divided by twelve. Credit is applied to a future invoice or, where no future payment remains, an equivalent service extension; any sums ultimately refundable are settled on closure under applicable rights. Interruptions attributable to the Client, its network or equipment, lawful suspension, duly announced planned maintenance, or legally established force majeure are excluded. Failure of a

chosen host, AI provider or subprocessor is not itself an exclusion. Credit does not remove material-breach remedies or mandatory rights, cannot duplicate compensation for the same loss, and is not deducted from distinct loss or article 16 exceptions.

11. Licence and intellectual property

Global Expertises grants a non-exclusive right to use Tracelia for the contract term and the Client's internal professional purposes within subscribed permissions. The Client may use, correct and share its outputs for its assignments, including with clients, insurers, advisers and authorised recipients. That right survives subscription expiry. Reselling access, sharing credentials, reselling or providing the software itself as a service to third parties or automated bulk extraction requires a separate agreement.

Rights in the software, interfaces, documentation, brands and pre-existing components remain with their owners. Client data and documents remain under the Client's control; no ownership of them is acquired. The Client authorises only storage, processing, security and return necessary for the service, for the relevant duration. No right to use case files for public demonstrations, marketing or model training is granted.

AI outputs may resemble outputs supplied to others; exclusivity or copyright protection is not guaranteed. The Client respects third-party rights. Statutorily permitted software acts, including interoperability under legal conditions, remain reserved.

12. Professional use and artificial intelligence assistance

Tracelia provides documentary, technical and drafting assistance. Outputs may contain errors, omissions, incorrect references or outdated information. Before disclosure, users verify facts, source documents, legal and technical references, calculations and conclusions. They perform the investigations, visits, measurements and approvals required for their assignments and control professional judgement and signature.

The service makes no final legal or technical decision for the Client and does not monitor limitation, appeal or reporting deadlines. The Client must not rely on it alone for safety-critical operations or decisions affecting a person. Human review does not release Global Expertises from its own obligations or shift liability for an attributable defect to the Client.

Cost estimates are expert estimates expressed as ranges excluding and including tax, not quotations. Reference searches provide no access to the full text of paid standards and guarantee neither completeness nor currency. Dictated content must also be reviewed. The commercial “Report prepared with Tracelia” mention may be disabled; this does not waive any legally required transparency in the actual use of a report.

13. Availability maintenance and changes

The online service is accessible continuously except for maintenance, incidents or justified interruption. Global Expertises uses reasonable efforts for availability, correction and security. No quantified uptime guarantee or round-the-clock assistance is included. Planned maintenance affecting access is announced at least forty-eight hours in advance; urgent security work may be immediate, with information as soon as possible.

The service may evolve for security, regulation or improvement. Changes must not substantially remove the agreed scope during a committed period without an equivalent solution or Client agreement. If maintaining it becomes impossible, the Client may end the affected part and receive a refund for the unprovided period. Assistance follows the schedule.

14. Confidentiality and personal data

Each party protects non-public information received from the other, limits access to those who need it and uses it only for the contract. This duty continues for five years after termination, indefinitely while information is a trade secret, and throughout personal data retention. Lawfully public, previously known, independently developed or lawfully obtained third-party information is excluded.

Legally required disclosure is limited to what is necessary and preceded by notice where lawful. Case files are not used as marketing references, examples, screenshots or training data without separate, specific and freely given agreement. The Data processing agreement governs instructions, processors, security, transfers, rights, assistance and erasure. The privacy notice covers the independent purposes of Global Expertises and the operator.

15. Data return switching and deletion

The Client, including during a trial, may request return of its data and exportable digital assets, transfer to another provider or its own infrastructure, or erasure, through an authorised contact at contact@global-expertises.fr. The service schedule describes the relevant categories; actually available formats and delivery arrangements are disclosed before commitment and when requested, with known limitations. This clause alone does not establish any specific format or export button. Statutory return and interoperability duties remain applicable. Standard export and reasonable switching assistance are included without exit charges.

Switching begins no later than one month after request and proceeds without undue delay within a maximum thirty-calendar-day transition. Contractual security continues during transition. The Client may extend that period once according to its needs. If thirty days is technically unfeasible, Global Expertises explains why within fourteen working days of the request and specifies an alternative period no longer than seven months, with continuity. The parties cooperate in good faith; known continuity risks are disclosed.

The contract ends when switching is effectively completed and confirmed to the Client or, for a request solely to erase data at service end, after the applicable notice. No separate charge is added for standard export or reasonable switching assistance. Free transition does not cancel the annual amount committed: Article 8 applies to voluntary early termination, with payments credited once. Refunds for provider breach, special agreements and mandatory rules remain preserved. Data is not artificially retained or withheld to recover a debt.

Recovery remains available for at least thirty calendar days after transition or, without switching, service end. Necessary data is not deleted before then. After recovery and completed transfer, exportable data is erased unless longer retention is expressly chosen or required by law. Active retention ordinarily ends no later than ninety days after account closure; ongoing switching extends this to the end of recovery. Isolated residual backups, unused in production, are purged within ninety days after active erasure. Legally retained records are separated and limited to their purpose.

Formatted reports are downloadable in PDF and Word during the paid subscription. Complete case return has a separate scope, including content retained from a cancelled trial, and is not conditional on purchasing a formatted report. The service schedule and pre-contract switching information describe actual methods, formats, structures and known limits.

16. Liability

Each party is liable for proven, foreseeable direct loss caused to the other by its attributable breach. Global Expertises is responsible for those entrusted with performance. The Client's professional responsibility does not excuse software defects, security failures or non-performance attributable to Global Expertises. Data loss is not automatically indirect loss.

Subject to the following exceptions, each party's aggregate liability for the same set of facts is capped at fees excluding tax paid or payable for the preceding twelve months, with a floor equal to twelve months of the subscribed plan including Experts. Indirect losses, including profit or customer loss without established direct causation, are excluded.

Neither cap nor exclusion applies to fraud, gross negligence, personal injury, intellectual property infringement, or confidentiality or personal data breaches. Individual rights, authority powers and non-excludable liability remain intact. Payment obligations and return of undue sums are uncapped under this article.

For an event during the trial alone before any paid period starts, the ordinary minimum liability cap is twelve months of the first-Expert monthly plan, EUR 1,188 excluding tax. The same exclusions and exceptions remain applicable.

17. Force majeure and protective measures

A party is not liable for non-performance meeting Article 1218 of the French Civil Code. It informs the other promptly, mitigates consequences and resumes performance as soon as possible. Cyberattack, supplier outage or economic difficulty is not automatically force majeure. After thirty consecutive days of prevention, either party may end the affected part, with a refund of prepayment for the unprovided period.

For security danger, unlawful activity or serious third-party rights infringement, Global Expertises may temporarily limit affected access. Measures are proportionate, explained and lifted as soon as possible. Notice precedes them unless urgency or law prevents it. Data is not destroyed as punishment; secure return is arranged.

18. Changes and assignment

Price or commercial term changes apply at the next renewal, with notice at least thirty days before monthly renewal or sixty days before annual renewal. The Client may decline by not renewing. Silence does not accept paid extras. Mandatory legal or security changes may apply sooner only as necessary, with reasons and preserved rights.

The Client cannot assign its contract or access without written agreement, not unreasonably withheld. Global Expertises may transfer the contract during restructuring or sale of the business while preserving guarantees and providing prior notice; the Client may terminate if guarantees are substantially reduced. Data contracts remain subject to processor and transfer rules.

19. Complaints language and applicable law

Complaints go to contact@global-expertises.fr. The parties seek an amicable resolution for thirty days after a reasoned complaint, without delaying urgent relief, interrupting limitation by this clause alone or barring permitted proceedings. French law governs, subject to mandatory rules and data protection rights.

Unresolved disputes go to courts competent under ordinary and applicable international jurisdiction rules. No exclusive territorial jurisdiction is imposed where invalid for the Client. There is no waiver of collective proceedings, statutory rights or supervisory authorities.

A retainable French version is supplied before commitment, optionally with a translation. Another language requires express agreement respecting mandatory language rules, including Québec's. Invalid terms leave severable terms intact; the parties replace them lawfully, respecting contractual balance. Failure to exercise a right is not a waiver.

Tracelia terms of sale and software licence — Version 2.0 · October 28, 2026. Reference page on the Tracelia website: /en/terms/ (French reference text: /conditions-generales/)

Full text, identical to the website page. SHA-256 of the source:
`f545e1fa342ecdd03385ce430b6f11742f30409a1939e49eadb1bae23e081918`

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