TERMINUS 2π

GENERAL TERMS

SERVICES · LIQUID PRODUCT · LICENSES

General terms and conditions of sale and use

The rules that apply to our services, to the instances and licenses based on the Liquid technology, and to your data.



Terminus 2π

Version of October 17, 2026

For information only: the French version prevails

VERSION OF OCTOBER 17, 2026

Preamble

> This English translation is provided for information only. Only the French version of these general terms is legally binding.

These general terms and conditions of sale and use (the “General Terms”) form, together with the quote or contract that refers to them, the contract between:

- **Terminus 2π**, the publishing company identified in the legal notice of the terminus2pi.com website (“Terminus 2π” or “we”);
- any legal entity or individual acting for professional purposes who orders our services or our product (the “Client” or “you”).

Terminus 2π helps organizations digitize and automate their processes. Our business rests first on **services**: diagnostic, digitization, AI agents, data-driven management, innovation, training. It also relies on a **product** based on the **Liquid** technology: instances we operate for our clients and commercial licenses.

Liquid is a technology governed by the association **Les Ponts de Mariane** (“LPDM”), which holds the rights to its code, so that its users remain sovereign and keep the governance of their data. Liquid is distributed under the GNU Affero General Public License version 3 (AGPL v3) open source license and under a commercial license for businesses. Terminus 2π develops the value of Liquid and provides the services needed to implement it.

> In all cases, the clauses of the quote or of the contract concluded specifically with the Client prevail over these General Terms.

Contents

Part A · Common provisions

Part B · Services

Part C · Product based on the Liquid technology

Part D · Liquid: licenses and governance

PART A

Common provisions

A.1 Definitions

- **Client**: the person who orders Services or the Product for professional purposes.
- **User**: any person authorized by the Client to access an Instance.
- **Quote**: the commercial proposal issued by Terminus 2π and accepted by the Client, with any appendices.
- **Contract**: the Quote, or any contract signed between the parties, and these General Terms.
- **Services**: the services provided by Terminus 2π described in Part B.
- **Product**: the Instances and Commercial Licenses described in Part C.
- **Instance**: a deployment of Liquid operated by Terminus 2π for the Client.
- **Liquid**: the software technology governed by LPDM, which holds the rights to its code.
- **Commercial License**: the Liquid license offered to businesses whose use is incompatible with the obligations of the AGPL v3.
- **Client Data**: the data, documents and content provided by the Client or its Users, or produced by their use.
- **Deliverables** and **Results**: the items delivered to the Client as part of a Service, as defined in the Quote.
- **Know-how**: the methods, tools, components, knowledge and software held or developed by Terminus 2π before or outside the Contract.
- **AI Agent**: a software component that prepares, checks, proposes or executes actions in a Client process.

A.2 Scope

The General Terms apply to every order of Services or of the Product. They are intended exclusively for professionals; they do not apply to consumers. They prevail over the Client's purchasing terms, unless Terminus 2π agrees otherwise in writing.

The contractual documents apply in the following order of priority: (1) the specific contract or special terms signed by the parties; (2) the Quote; (3) these General Terms; (4) the Liquid documentation. The applicable General Terms are those in force on the order date. Any new version applies to later orders and to renewals.

A.3 Quotes and orders

Our quotes are valid for thirty (30) days from issue. The order is formed by the written acceptance of the Quote (signature, purchase order or electronic acceptance). Any change of scope after the order is subject to an amendment or a new quote.

A.4 Prices and payment

Prices are stated in euros excluding taxes; VAT and applicable taxes are added. Unless the Quote provides otherwise:

- **Product** (subscriptions and licenses): 100% of the price of the period is invoiced on order, then on each renewal;
- **Services**: 50% of the price is invoiced at the start, the balance on completion. The Quote may provide for interim installments;
- invoices are payable on receipt, without discount.

Any late payment automatically incurs, from the day after the due date, penalties equal to three (3) times the French statutory interest rate, plus a fixed recovery fee of forty euros (€40), in accordance with Article L. 441-10 of the French Commercial Code. After a formal notice that remains unanswered for fifteen (15) days, Terminus 2π may suspend the Services and access to the Product until full payment.

A.5 Obligation of means

Terminus 2π is bound by an **obligation of means** (best efforts), not of results, for the Services as for the Product. We deploy reasonable human, technical and organizational resources to perform the Contract in accordance with professional standards. The gains presented in our materials (hours recovered, savings, lead times), including those of our website calculator, are illustrative estimates and do not constitute a commitment.

A.6 Confidentiality

Each party keeps confidential the other party's information it learns in connection with the Contract, uses it only to perform the Contract and discloses it only to people who need it and are bound by the same obligation. This obligation lasts for the term of the Contract and five (5) years after the disclosure of each piece of information. It does not apply to information that is public, already known, legitimately received from a third party or whose disclosure is required by law or by an authority.

A.7 Personal data

Each party complies with applicable regulations, in particular Regulation (EU) 2016/679 (GDPR). When Terminus 2π processes personal data on behalf of the Client, in particular in an Instance or during a Service, it acts as a processor within the meaning of Article 28 of the GDPR. As such, Terminus 2π:

- processes the data only on the Client's documented instructions and to perform the Contract;
- ensures the confidentiality of the people authorized to process it;
- implements appropriate security measures;
- uses a sub-processor, in particular the hosting provider chosen with the Client, only after informing the Client;
- helps the Client respond to data subjects' requests and meet its security and impact assessment obligations;

- notifies the Client of any personal data breach without undue delay after becoming aware of it;
- returns or deletes the data at the end of the Contract, at the Client's choice, unless a legal retention obligation applies;
- makes available the information needed to demonstrate compliance with these obligations and allow audits.

A detailed data processing agreement may be appended to the Quote. The data of Client contacts processed by Terminus 2π for the business relationship is handled in accordance with the website's legal notice.

A.8 Liability

The Client remains solely responsible for defining its needs, for its use of the Deliverables, Results and Product, for the decisions it makes on their basis and for the regulatory compliance of its own activities. Neither party is liable for indirect damages, in particular loss of business, revenue, customers, data not backed up by the Client or expected savings.

The total liability of Terminus 2π under the Contract, for all causes combined, is limited to the amount excluding taxes actually paid by the Client under the Contract during the twelve (12) months preceding the event giving rise to liability. This limit does not apply in the event of gross negligence or willful misconduct, nor to bodily injury.

A.9 Insurance

Terminus 2π takes out and maintains the insurance needed to cover its professional liability and provides its certificates to the Client on request.

A.10 Term and termination

The term of the Contract is set in the Quote. In the event of a serious breach by one party, the other party may terminate the Contract by registered letter with acknowledgment of receipt, thirty (30) days after a formal notice that remains unanswered. Termination does not release the Client from paying for the Services performed and for the current Product periods. Articles A.6 (confidentiality), A.7 (personal data), A.8 (liability) and C.6 (data and reversibility) survive the end of the Contract.

A.11 Force majeure

Neither party is liable for a delay or failure caused by force majeure within the meaning of Article 1218 of the French Civil Code. If the impediment lasts more than sixty (60) days, either party may terminate the Contract without compensation.

A.12 Subcontracting and assignment

Terminus 2π may entrust part of the performance to subcontractors, in particular the hosting provider of an Instance or experts from its network, while remaining responsible for their work towards the Client. Neither party may assign the Contract without the other's written consent, except in the event of a

change of control or transfer of the business concerned.

A.13 Non-solicitation

During the Services and for twelve (12) months after they end, the Client shall not hire or solicit, directly or indirectly, a Terminus 2π employee assigned to them, unless agreed in writing. Otherwise, it pays Terminus 2π compensation equal to six (6) months of that employee's gross salary.

A.14 References

The Client authorizes Terminus 2π to cite it as a reference (name, logo, general description of the work) in its communication materials, without disclosing any confidential information. It may object at any time in writing; Terminus 2π then removes the mention within a reasonable time.

A.15 Miscellaneous

If a clause is declared void or unenforceable, the other clauses remain in force and the parties agree on a replacement clause with equivalent effect. Failing to invoke a breach does not waive the right to invoke it later. Only the French version of the General Terms is binding; this English version is provided for information.

A.16 Governing law and disputes

The Contract is governed by French law. In the event of a dispute, the parties seek an amicable solution for thirty (30) days from written notification of the dispute. Failing agreement, any dispute falls under the exclusive jurisdiction of the courts of the place of Terminus 2π's registered office, including in the case of multiple defendants or third-party claims.

PART B

Services

B.1 Nature of the Services

Terminus 2π provides in particular process diagnostics, digitization and automation, design and integration of AI agents, data-driven management, innovation and digital twin, training and coaching. The scope, Deliverables, schedule and price of each Service are defined in the Quote.

B.2 Performance

The Services are performed under an obligation of means (Article A.5), on site or remotely as set out in the Quote. Terminus 2π appoints a dedicated contact for each engagement. The Client acknowledges that a Service does not guarantee a specific result, level of gain or conclusion.

B.3 Client cooperation

The Client appoints a contact with decision-making authority, provides on time the information, documents, access and data required, in sufficient quantity and quality, and makes its teams available for the planned workshops and approvals. It warrants that it holds the necessary rights to the items it provides. Any delay or failure by the Client shifts the schedule accordingly and may lead to additional invoicing as set out in the Quote.

B.4 Lead times

The lead times in the Quote are indicative, unless expressly stated there to be binding.

B.5 Delivery and acceptance

On each delivery, the Client has ten (10) business days to check that the Deliverable complies with the Quote and to state precise reservations in writing. Terminus 2π corrects justified non-conformities within a reasonable time. Absent reservations within this period, or upon use in production, the Deliverable is deemed accepted. Minor reservations that do not prevent use of the Deliverable do not prevent its acceptance.

B.6 Intellectual property

Unless the Quote provides otherwise, the economic rights to the Results specifically developed for the Client are assigned to it, worldwide and for the duration of the rights, upon full payment of the price. Terminus 2π retains ownership of its Know-how, which it may freely reuse, including for other clients, without disclosing any confidential Client information. Where Results include Know-how, the Client receives the right to use it to exploit those Results.

Developments made on Liquid are also governed by Part D: contributions to the core of Liquid follow LPDM's rules, and modules developed for the Client are subject to the license set out in the Quote. The Client authorizes Terminus 2π to use the items it provides solely for the Service. Terminus 2π does not

publish any Results without the Client's prior consent.

B.7 Training

Training materials given to participants remain the property of Terminus 2π. The Client may use and reproduce them for its internal needs, without selling them.

B.8 Change of regulations

If a legal or regulatory change substantially alters the conditions for performing a Service, the parties discuss adapting the Quote.

PART C

Product based on the Liquid technology

C.1 Offers

Terminus 2π offers, as set out in the Quote:

- a **Managed Instance**: Terminus 2π deploys and operates a Liquid Instance for the Client, with a hosting provider chosen with it or on its infrastructure, as a subscription;
- a **Commercial License** of Liquid for deployment by the Client itself, possibly with support.

C.2 Access and accounts

The Client appoints one or more administrators who manage Users' accounts and rights, within the limit set in the Quote. Credentials are personal and confidential. The Client is responsible for actions carried out with its Users' accounts and informs us without delay of any unauthorized use.

C.3 Hosting

The hosting of an Instance is chosen with the Client according to its constraints, in particular compliance: cloud providers (for example Google Cloud, AWS, Scaleway, OVH) or the Client's infrastructure. Where personal health data is involved, an HDS-certified host (French health data hosting) is selected. The hosting provider's own terms and certifications apply to the hosting. Where the Instance is deployed on the Client's infrastructure, the Client ensures the availability, security and backup of that infrastructure, unless the Quote provides otherwise.

C.4 Availability, maintenance and support

Terminus 2π uses its best efforts to keep the Managed Instance available and up to date. Interruptions may occur for maintenance; Terminus 2π schedules them outside business hours where possible and informs the Client. Support is provided on business days, from 9 a.m. to 6 p.m. (Paris time), through the channels set out in the Quote. Any service levels (availability, response times) are defined in the Quote.

C.5 Backups

For a Managed Instance, Terminus 2π makes regular backups according to the frequency and retention period set out in the Quote. The Client is responsible for keeping its own exports of the data it considers critical.

C.6 Client Data and sovereignty

The Client remains the owner of the Client Data and keeps its governance. Terminus 2π uses it only to provide the Services and the Product. It does not use it to train artificial intelligence models without the Client's written consent, and does not disclose it to any third party other than the necessary subcontractors (Article A.12). Terminus 2π may use technical usage indicators, which contain no Client Data, to operate and improve the service.

The Client may export its data at any time, in open formats. At the end of the Contract, Terminus 2π makes the Client Data available for export for thirty (30) days, then deletes it, unless a legal retention obligation applies. Migration assistance may be provided as set out in the Quote.

C.7 AI Agents

AI Agents propose or execute actions according to the rules and approval levels configured with the Client. Their actions are traced. The Client remains the decision-maker: it approves the actions that require it and remains responsible for the decisions made, in particular in a regulated context. Where artificial intelligence regulations apply, the allocation of roles and obligations between the parties is set out in the Quote.

C.8 Acceptable use

The Client undertakes to use the Product in accordance with the law and the Contract, not to compromise its security or operation, and not to process unlawful content or content that infringes third-party rights.

C.9 Term and renewal

Subscriptions and licenses are concluded for the term set out in the Quote and renew tacitly for identical periods, unless either party terminates by written notice at least one (1) month before the end of the term. The price of each period is invoiced and payable on order or renewal (Article A.4). Any period started is due, except in the event of a breach by Terminus 2π.

C.10 Suspension

Terminus 2π may suspend access to the Product in the event of non-payment (Article A.4) or, after informing the Client, in the event of a serious threat to the security of the service or its data. Access is restored as soon as the cause of the suspension has ended.

PART D

Liquid: licenses and governance

D.1 Governance

Liquid is governed by the association Les Ponts de Mariane (LPDM), which holds the rights to its code. The purpose of this governance is to guarantee Liquid users their sovereignty and the governance of their data. Terminus 2π develops the value of Liquid and provides implementation services; it is not the rights holder.

D.2 Open source license

Liquid is distributed under the GNU Affero General Public License version 3 (AGPL v3). This license allows the software to be used, studied, modified and redistributed. It requires in particular that the source code of modified versions be made available, including when the software is used by third parties over a network.

D.3 Commercial license

A Commercial License is offered to businesses whose intended use is incompatible with the obligations of the AGPL v3, in particular the obligation to share their modifications. It is granted under LPDM's terms, as rights holder; when it is ordered from Terminus 2π, its scope, term and price are set out in the Quote.

D.4 Modules and developments

- Modules developed by Terminus 2π for the Client are subject to the license set out in the Quote.
- Modules developed by the Client fall under the license it chooses, in compliance with the applicable Liquid license; it states that license clearly.
- Terminus 2π does not warrant modules from third parties, nor that such modules do not infringe third-party rights.

D.5 Contributions to Liquid

Contributions to the core of Liquid, whether from Terminus 2π, the Client or third parties, follow the contribution rules set by LPDM, so that LPDM can keep offering Liquid under both an open source license and a commercial license.

D.6 Trademarks

These General Terms grant no rights to the names and trademarks "Terminus 2π" and "Liquid", nor to LPDM's distinctive signs.

For any question about these General Terms: contact@terminus2pi.com.