

**API PL@NTNET**  
**ACCES AGREEMENT**

Between:

The *centre de coopération internationale en recherche agronomique pour le développement*, a French public industrial and commercial enterprise (EPIC), having its registered office at 42 Rue Scheffer, 75016 Paris, FRANCE, registered under number 331 596 270, and duly represented by its CEO, Mr. Michel Eddi, and by signatory empowerment by Mr. Thierry Lefrançois, director of the BIOS department,

Hereinafter referred to as “CIRAD”,

CIRAD acting in its own name and in the name and on behalf of the project Pl@ntNet, led by CIRAD (joint research unit AMAP) and including the INRAE, the INRIA and the IRD,

Party on the first part,

and

having its registered office at

registered under number

duly represented by its

Hereinafter referred to as « **User** »,

Party on the second part,

Individually referred to as the “Party” and collectively referred to as the “Parties”,

WHEREAS:

Pl@ntNet is a research and educational initiative on plant biodiversity supported by Agropolis Foundation since 2009.

It relies on an IT infrastructure, Web and mobile (IOS and Android), to identify plants by visual recognition, and for others on networks of volunteer contributors, in different geographic areas where it is deployed. The Artificial Intelligence algorithms used for the Pl@ntNet platform and implemented by Pl@ntNet partners are now accessible via Pl@ntNet APIs.

After a test phase, the PI@ntNet API is of interest to the User who wishes to continue to access it in order to integrate the PI@ntNet visual recognition service into his own information system.

IL EST CONVENU DE CE QUI SUIT :

## Definition :

*API PI@ntNet*: API being the acronym for Application Programming Interface, refers to an IT service that allows third-party software to interact with the PI@ntNet platform to identify for a given image of a plant, the species or a list of most likely species illustrated on it.

*Administrator*: means the employee of the User in charge of managing the access and personalization of the data services made available which are the subject of this Agreement.

*Agreement*: means the present PI@ntNet API Placing Agreement, its annexes and any amendments thereto.

*PI@ntNet Partners*: means public institutions co-owners of the trademark PI@ntNet and software, namely CIRAD, INRAE, INRIA and IRD.

## 1. Purpose of the Agreement

The purpose of this Agreement is to define the conditions under which the User may access and use the data available using PI@ntNet APIs.

## 2. Duration and termination

2.1 This Agreement shall enter into force from its date of signature by the Parties for a period of one year.

It may be extended at the end of this period by an amendment specifying in particular the purpose of the extension, its duration, and the terms of its financing.

The expiry or termination of this Agreement shall not affect the provisions of the Articles "Confidentiality and Publication" and "Intellectual Property" which shall remain in force for the periods specified in those Articles.

2.2 This Agreement may be terminated by one of the Parties in the event of a serious or repeated non-performance by the other Party of one or more of the substantial obligations contained in its various clauses. Such termination shall become effective only three (3) weeks after the complaining Party has sent a registered letter with acknowledgment of receipt stating the grounds for the complaint, unless within that period the defaulting Party has complied with its obligations or has demonstrated proof of an impediment resulting from a case of force majeure.

The exercise of this right of cancellation does not relieve the defaulting Party from fulfilling the obligations contracted up to the effective date of termination, subject to any damages suffered by the complaining Party as a result of the termination of this Agreement.

12.2. This Agreement is terminated in the case where a Party is the subject of a procedure of safeguard, recovery or liquidation judicial, after formal notice addressed to the judicial administrator, subject to provisions L.622 -13, L.631-14, L.641-10 of the French Commercial Code. This Agreement is also terminated in the event of the termination of activity, dissolution or amicable liquidation of the User.

### 3. Terms of access

3.1 To access the PI@ntNet API, the User must:

- Appoint the Administrator and notify his name and contact details to CIRAD;
- Create an account on the site <https://my.plantnet.org/> in his name and under his corporate name;
- To communicate to CIRAD via the site the parameters relating to his account (username).

CIRAD provides the User with technical elements of connection (keys, identifier, technical documentation, etc.) allowing the management of his account and the access of the User's website or application to PI@ntNet services.

3.2 CIRAD has the right to interrupt at any time, partially or totally access to the PI@ntNet API and the information and services made available, defined in this Agreement, without the responsibility of CIRAD being engaged as a violation of this Agreement.

For APIs, CIRAD reserves the right to suspend access to the User following the finding of uses that do not comply with this Agreement, altering the accessibility, availability, maintenance or operation of the information system of CIRAD.

### 4. Terms of use

4.1 Any use and access to PI@ntNet APIs available on <https://my.plantnet.org/> must be made in accordance with this Agreement. Any other use requires the prior and written agreement of CIRAD.

The User is authorized to integrate the PI@ntNet API in its web or mobile application entitled

CIRAD has the right to modify, at any time, all or part of this Agreement, in particular to take into account any legal, jurisprudential, editorial and / or technical developments.

Changes made by CIRAD will be notified to the User by email

The new conditions of use and access must be accepted by the User before the date indicated in said notification, and this before any subsequent operation on the site <https://my.plantnet.org/>.

The User is solely responsible for any activity carried out from its account by its Administrator or any other employee.

4.2 The User:

- are not allowed to do anything that may cause any prejudice to CIRAD and / or PI@ntNet Partners and / or other users;
- are not allowed to use the services made available herein contrary to applicable laws and regulations and / or violating the rights of third parties, including intellectual property rights and / or the right to privacy;

- must not interfere, hinder, distort the proper functioning of the services made available, or use the services in any manner whatsoever to harm the rights of other users, third parties or CIRAD;
- must not circumvent the means implemented by CIRAD and / or its PI@ntNet Partners in order to guarantee the security of access to the services made available and their functioning;
- are not allowed to use any means of circumventing the technical identification procedures implemented by CIRAD;
- are not authorized to reconstitute all or part of the content of the services made available on which no rights are granted.

4.3 CIRAD reserves the right to implement its know-how and the services / data subject of this Agreement for the provision of similar services on behalf of third parties, on its own account or on behalf of the PI@ntNet Partners.

4.4 The User undertakes to send a report every year indicating the target audience of the use (type of user and geographic area of use) of the PI@ntNet API and an estimate of its number.

## 5. Payment

### 5.1 Contributions

The PI@ntNet APIs will be made available by the CIRAD to the User 1,000 € excl. taxes (thousand euros excluding taxes) for a volume of 200,000 (two hundred thousand) requests with no carry-over from one year to another. This sum cannot be reimbursed upon termination of this contract.

All consumption beyond the fixed rate of 200,000 (two hundred thousand) requests will be charged to the User 5 € excl. Taxes (five euros excluding taxes) for 1,000 additional requests.

In case of change of the rate of VAT, it will be applied the rate in force on the date of the billing.

Any additional services not included in the object of the Agreement may be executed only on the condition of an express, prior written agreement of the Parties, as to the nature and the price of the service envisaged.

Use by CIRAD of the fixed contribution paid by User is not subject to time restrictions or to the provision of supporting documents. CIRAD will decide freely on how to allocate funding.

### 5.2. Payment instalments

Payment will be made by the User upon signature of the Agreement and upon receipt of the invoice CIRAD according to the price defined above.

Payment regarding any additional request (beyond the fixed rate of 200,000 request) will be made by the User at the end of the Agreement (or at the end of the first year if the Agreement is extended).

### 5.3. Terms of payment

The sums due shall be paid by the User to the bank account of CIRAD BIOS, BNP Paribas Étoile-Entreprises, Neuilly-sur-Seine, France, 8 rue de l'hôtel de Ville, 92200 NEUILLY-SUR-SEINE

SWIFT code: BNPAFRPPPKL

Account number : 00010443518

Owner : CIRAD BIOS

Agency code : 30004

IBAN: FR76 3000 4008 9200 0104 4351 821

The invoice issued is sent by CIRAD to the attention of

## 6. Intellectual property

PI@ntNet's API and services are protected by intellectual property law. The User only has the right to use them according to the terms defined by this Agreement.

The User's access to the PI@ntNet data does not imply the acquisition of the ownership rights of PI@ntNet Partners.

The trademarks of CIRAD, PI@ntNet and PI@ntNet Partners, as well as the logos appearing on the site "<https://plantnet.org/en/>" are protected. Any reproduction or total or partial representation of these trademarks or these logos, alone or integrated with other elements, without the express and prior authorization of CIRAD is prohibited, and would incur the responsibility of the User within the meaning of articles L. 713-2 and L. 713-3 of the Intellectual Property Code.

The User is however authorized to download, print and use the said data made available for internal and personal use, subject to indicate the source and the owner. Any other use of CIRAD and PI@ntNet Partner data by the User is strictly prohibited without the written consent of CIRAD and / or PI@ntNet Partners.

## Article 7 – Limitations and Warranties

7.1 CIRAD sets, in its sole discretion, limits restricting the use of PI@ntNet APIs, in particular by limiting the number of requests that the User can make and / or the number of users that the User can use.

The User accepts the aforementioned limitations and agrees not to circumvent them. If the User wishes to use API PI@ntNet beyond these limitations, User must obtain prior written consent from CIRAD. However, CIRAD may refuse this request from the User or CIRAD may condition its acceptance to an agreement of the User to respect additional conditions of use.

7.2 Unless expressly stated otherwise, neither CIRAD nor PI@ntNet API Partners nor its suppliers give any guarantee, in particular, as to the content accessed or available, as to the specific features of API PI@ntNet, their reliability and / or its ability to meet the needs of the User. PI@ntNet API is made available to the User on a « AS IS » basis.

7.3 To the extent provided by law, CIRAD, PI@ntNet API Partners and their suppliers will not be liable for lost revenue, lost profits, lost data, lost funds, and / or incidental, special, consequential damages, exemplary or punitive.

To the extent provided by law, for any claim under this Agreement, the total liability of CIRAD, the PI@ntNet API Partners and their suppliers is limited to the amount paid by the User during the six months preceding the day of the occurrence of the fact that caused the damage.

## Article 8 – Responsibility

It is specified that CIRAD has no control over the management by the User of his personal data and private data and cannot be held responsible in any way for the aforementioned data or links with other data provided under the exclusive responsibility of the User.

CIRAD cannot be held responsible for errors (s), negligence, failure (s) or omission (s) because of the User in the use and access to services, or lack of availability of services made available on the platform.

Any unauthorized use of the APIs and services made available hereunder, as well as the information and data disclosed therein, may incur the liability of the User.

Unless otherwise required by law, CIRAD's liability for any damage directly or indirectly related to the use and access to the APIs cannot be engaged because of direct or indirect damage, material or immaterial, including loss of profit, loss of luck, loss of customers, loss of data, loss of image and / or immaterial damage suffered by the User.

## Article 9 – Force majeure

No Party shall be liable for the non-performance of its obligations if and to the extent that such non-performance is due to a case of force majeure, as defined by French Jurisprudence.

The Party invoking the case of force majeure shall notify the other Party without delay, stating the reasons, the foreseeable consequences and their probable duration. This Party will take all the necessary measures to limit these consequences and their probable duration.

If at the end of a period of fifteen (15) days counted from the probable end of the consequences of the force majeure, the Party invoking force majeure is still unable to perform its obligations, the other Party shall have the right to terminate the Agreement in whole or in part and without compensation after fifteen (15) days' notice.

If the termination is not requested, the obligations affected by force majeure are automatically extended for a period equal to the delay caused by the occurrence of force majeure.

## Article 10 – *Intuitu personae*

The Agreement has been concluded *intuitu personae*. Consequently, neither Party shall be authorized to transfer all or part of the rights and obligations arising out of the Agreement without prior written authorization from the other Party.

If there is a restructuring of the capital of the User, or a merger, sale or other transformation leading to a change in the *intuitu personae* nature of the User taken into account in concluding the Agreement, CIRAD shall have the option to terminate the Agreement within three (3) months as from the time at which CIRAD was made aware thereof. Such termination will only become effective one (1) month after the sending by CIRAD of its decision by registered letter with request for return receipt.

If the amendment is accepted by CIRAD, an amendment will be concluded to take into account such amendment.

