

PL@NTNET API
ACCES AGREEMENT

Between:

Cirad, Centre de Coopération Internationale en Recherche Agronomique pour le Développement, an Etablissement Public à caractère Industriel et Commercial (EPIC), having its registered office located at 42 rue Scheffer, 75116 PARIS, registered in the Paris Trade and Companies Register, under number 331 596 270, and duly represented by Mrs Elisabeth Claverie de Saint Martin, in her capacity as President Director General , and by signatory empowerment by Mrs Delphine Luquet, director of the BIOS department, and by a mandate by Mr. Marc Jaeger, director of the joint research unit AMAP,

Hereinafter referred to as “CIRAD”,

CIRAD acting in its own name and in the name and on behalf of the joint research unit AMAP (UMR 51 botanique et Modélisation de l'Architecture des Plantes et des Végétations) and of the National Institute of Agricultural Research (INRAE), the French national research institute for the digital sciences (INRIA) and the French National Research Institute for Sustainable Development (IRD). Being specified that CIRAD is mandated by INRAE, INRIA and IRD. ,

On the first part,

and

having its registered office at

Postal code:

Country:

registered under number:

duly represented by

in his/her position of

Hereinafter referred to as

«User», On the other part,

CIRAD and the User are 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 on other 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 API <https://my.plantnet.org/> and <https://my-api.plantnet.org/> (hereinafter referred to as 'Pl@ntNet API').

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

THE PARTIES HERETO AGREE AS FOLLOWS:

Definition:

Pl@ntNet API: API being the acronym for Application Programming Interface, refers to an IT service (described at the following Uniform Resource Locator (url) <https://my.plantnet.org/>, and available on: <https://my-api.plantnet.org/>) that allows third-party software to interact with the Pl@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, and which are the subject of this Agreement.

Agreement: means the present Pl@ntNet API Access Agreement, its annexes and any amendments thereto.

Pl@ntNet Partners: means public institutions co-owners of the trademark Pl@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 Pl@ntNet APIs.

2. Duration and termination

2.1 This Agreement shall enter into force from its date of signature by the Parties and shall continue in effect 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 funding.

The expiry or termination of this Agreement shall not affect the provisions of the Article 6 "Intellectual Property" which shall remain in force for the periods specified in this Article 6.

2.2 This Agreement may be terminated by one of the Parties in the event of a serious or repeated nonperformance by the other Party of one or more of the substantial obligations contained in it. Such termination shall become effective three (3) weeks after the complaining Party has sent an electronic mail, as established under Article 14, 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 termination 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.

2.3 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.

2.4 The present Agreement may also be terminated at any time by mutual consent of the Parties hereto, provided that such consent to terminate is in writing and is signed by authorized representatives of both Parties.

3. Terms of access

3.1 To access the Pl@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;
- Communicate to CIRAD via the site the parameters relating to his account (username).

CIRAD provides the User with technical elements of connection (API key, technical information, etc.) allowing the management of his account via <https://my.plantnet.org/> and the access of the User's website or applications to Pl@ntNet services.

3.2 CIRAD has the right to interrupt at any time, partially or totally access to the Pl@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. Particularly, 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 Pl@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 Pl@ntNet API in its web or mobile applications entitled:

4.2 The Parties hereby acknowledge and agree the following:

- the User is authorized to incorporate the PI@ntNet API into current and subsequent newer (updated) versions of the specified mobile applications;
- taking into consideration the fact that the specified mobile applications are commercial projects of the User, CIRAD hereby conspicuously authorizes the User to use the PI@ntNet API in such mobile applications for commercial purposes;
- the names of the User's mobile applications specified in the present Article 4.1 may be subject to changes (inter alia, have different variations in different countries). The User is authorized to change (update) the names of such mobile applications without prejudice to its right to integrate and use the PI@ntNet API in these applications under the terms of the Agreement. Such changes shall be notified to Cirad by email to : contact@plantnet-project.org

4.3 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. Notwithstanding anything of the foregoing, any changes, supplements, amendments, corrections and/or modifications to the present Agreement must be mutually agreed and accepted by both Parties.

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

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/>.

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

4.5 The User:

- is not allowed to do anything that may cause any prejudice to CIRAD and / or PI@ntNet Partners and / or other users;
- is 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;
- is not allowed to use any means of circumventing the technical identification procedures implemented by CIRAD;

- is not authorized to reconstitute all or part of the content of the services made available on which no rights are granted;

4.6 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;

4.7 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 on payment of 1,000 € excl. taxes (one 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 (one thousand) additional requests.

The User is informed that a decreasing cost will be applied for the following volumes of requests:

- 4 € (four euros excluding taxes)/1,000(one thousand) identification requests, for requests over 3 million per year,
- 3 € (three euros excluding taxes)/1,000 (one thousand) identification requests, for requests over 30 million per year,
- 2 € (two euros excluding taxes)/1,000 (one thousand) identification requests, for requests over 300 million per year.

Notwithstanding the foregoing, in no event shall consumption exceed 10,000,000 requests, without written authorization of the User via Amendment to this Agreement.

When the number of requests will approach the volume of 200,000 (two hundred thousand), the User will be notified by email :

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.

CIRAD acknowledges and agrees that the User shall not have any financial obligations to Pl@ntNet Partners on whose behalf CIRAD acts. Unless the present Agreement expressly provides otherwise, neither Party intends any provision of the present Agreement to confer upon or give to any person or entity other than CIRAD and the User any rights, remedies or other benefits, including financial payments and contributions.

5.2. Payment instalments

Payment for the fixed rate of 200,000 (two hundred thousand) requests will be made by the User following signature of the Agreement by both Parties 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 requests) will be made by the User at the end of the term of the Agreement (or at the end of the first year if the Agreement is extended).

Payment regarding any additional request (beyond the fixed rate of 200,000 request) will be invoiced by CIRAD at the end of the term of the Agreement and paid by User within 30 days of delivery of invoice or at the end of the first year if the Agreement is extended. This sum will be added to a renewal invoice.

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 electronically by CIRAD to the attention of:

Your VAT number:

[6. Intellectual property](#)

Pl@ntNet 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 Pl@ntNet API data does not imply the acquisition of the ownership rights of Pl@ntNet Partners.

The trademarks of Pl@ntNet 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.

Following Data available via Pl@ntNet API is all usable for commercial purposes:

- the list of languages: "Get the list of available languages (ISO 639-1)",
- the list of projects that users can query (each project makes it possible to target the search for a species according to different criteria such as a region of the world, or a type of plant use): "Get the list of projects that can be used for identification",
- the list of all the Latin names of plants identifiable by the Pl@ntNet API: "Get the list of species that can be identified".

The result of the plant identification service provides access to the following Data:

- the score for each species returned in the identification result (score from 0 to 1);
- the Latin name of the species without author name, the author name of the species, as well as additional taxonomic data as the Latin names of the genera and families of species, and potentially the names of authors of these genera and families;
- a maximum of 3 common names for each species in the language selected by the user;
- the images closest visually to the user identification request, for each species of the result.

Each image is presented with the name of the plant organ it illustrates, the name of the author of the image, the license of the image, the date of the image, 3 urls each corresponding to different sizes of the image, a quote template from the image.

All images used in Pl@ntNet API are under one of the following Creative Commons licensing: CC-BY, CC-BY-SA and Public domain.

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

[7. Limitations and Warranties](#)

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

7.2 To the extent provided by law, CIRAD, Pl@ntNet Partners and their suppliers will not be liable for loss of revenue, loss of profits, loss of data, loss of 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 Pl@ntNet 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.

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.

9. Force majeure

No Party shall be liable for the non-performance of its obligations if and to the extent that such nonperformance 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.

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.

The User may not under any circumstances transfer or sub-grant the right to use or access Pl@ntNet API services and data without the prior written consent of CIRAD.

11. Invalidity of a clause

The nullity of one or more stipulations of the Agreement shall not lead to the annulment of the whole Agreement, except where the nullity of said stipulation makes the Agreement incompatible with the Parties' intention on the day of its signature.

If one of these clauses should be annulled, the Agreement will be pursued in the absence of the measure annulled. If it is necessary to performance of the Agreement, the Parties will meet as soon as possible to negotiate in good faith a new clause to replace the annulled clause, by means of an amendment, making every effort to observe the Parties' joint intention as it existed on the day of signature of the Agreement.

12. Immutability

The fact that either of the Parties does not exercise any of its rights under the Agreement may not give rise to a waiver of its right to exercise such a waiver. This waiver can be made only by express declaration of the Party concerned.

13. Applicable law and disputes

This Agreement is subject to French laws and regulations.

In the event of a dispute relating to the validity, interpretation, performance, or termination of the Agreement, the Parties undertake, prior to any other recourse, to make their best efforts to find an amicable solution.

If the disagreement subsists, the case will be brought before the competent French Courts.

14. Electronic signatures and communication of the Parties

The present Agreement is drawn up as a single document signed by both Parties. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in the present Agreement and/or related documents entered in connection with the Agreement with the use of document signing service (such as DocuSign, PandaDoc) are intended to authenticate this writing and to have the same legal force, effect and validity as manual signatures. Delivery of a copy of this Agreement bearing electronic signatures by facsimile transmission, by electronic mail in portable

document format (.pdf) form, or by any other electronic means intended to preserve the original graphic appearance of a document, will have the same effect as physical delivery of a paper document bearing an original or electronic signature.

Unless any other special means of communication (including email addresses) are additionally specified in other clauses of the present Agreement, any communication of the Parties in connection with the Agreement and/or PI@ntNet API services shall be made by electronic mail using the following email addresses of authorized representatives of the Parties:

- on behalf of CIRAD - contact@plantnet-project.org
- on behalf of the User – [email]:

For CIRAD,

Date:

Signature:

M. Marc Jaeger
Director of the joint research unit AMAP

For

Date:

Signature: