

## General Terms and Conditions of Purchase

### Purchase of Service

#### No. VEDECOM-ACHAT-PREST001

#### Article 1. Purpose and scope of application

**1.1.** These General Terms and Conditions of Purchase (GTCP) of Services and hardware constitute the basis of the business relationship between Institute VEDECOM, a partnership-based foundation, SIRET no. 52497985300032, APE no. 7219Z (hereinafter **"the Purchaser"**), and its supplier (hereinafter **"the Supplier"**), which accepts, to provide services (hereinafter **"Services"**).

Their purpose is to define the terms and conditions under which the Supplier shall supply the Services ordered by the Purchaser.

They apply, without limitation or qualification, to any order placed by the Purchaser with the Supplier, regardless of the provisions that may appear in the Supplier's documentation and specifically its general terms and conditions of sale.

These General Terms and Conditions of Purchase are available to any Supplier at the Purchaser's website, and shall be routinely provided to any Supplier upon request.

Any order of Services made by the Purchaser implies the Supplier's full and complete acceptance of these General Terms and Conditions of Purchase, which shall take precedence over any document from the Supplier.

The Purchaser is entitled to modify these General Terms and Conditions of Purchase in any way it deems appropriate at any time.

In order to be valid and applicable, any exemption or supplemental clauses to these GTCP must be approved in advance and in writing by the Purchaser as part of the contractual documents by which the Purchaser and Supplier are bound. Any such exemption clauses must be accepted by the Purchaser for performance of the contract.

The contract (hereinafter the **"Contract"**) governing the business relationship between the Purchaser and the Supplier comprises the following, in order of priority:

- 1) The Purchaser's Order, including the special terms and conditions of purchase and the technical specifications requested by the Purchaser (hereinafter **"the Order"**);
- 2) The special terms and conditions indicated in a separate document that supplements and/or modifies these General Terms and Conditions of Purchase and/or the initial Order made by the Purchaser (hereinafter the **"Special Conditions"**);
- 3) These General Terms and Conditions of Purchase;
- 4) The sales proposal issued by the Supplier, if it is accepted by the Purchaser and cited in the Order (hereinafter **"the Proposal"**).

**1.2.** Any start of performance of the Contract and in particular the mere fact of proceeding with the design, manufacture, delivery, billing and supply of the Services shall automatically imply acceptance of the terms and conditions in all of the documents cited in 1.1 above.

**1.3.** Any documents other than those cited in Article 1.1 are inapplicable between the Parties to the Contract unless otherwise specified on the Order.

#### Article 2. Conclusion of the Contract / Effective date / Term

**2.1.** Subject to the provisions of Article 1.2, the Contract will not enter into force until the Purchaser has received the Supplier's acceptance of the signed Order previously sent by the Purchaser. The Supplier pledges to notify the Purchaser of its acceptance of the Order within eight (8) calendar days of its receipt. If, however, no response has been made by the end of eight (8) calendar days, the Contract shall be considered in effect.

**2.2.** Unless otherwise indicated in the Contract, the effective date indicated in 2.1 above will serve as the start date of the Supplier's timeframe for meeting its contractual obligations.

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**2.3.** The Contract shall expire when all of the obligations incumbent on each party pursuant to the Contract have been carried out in full.

#### Article 3. The Order

**3.1.** All purchases of Services made by the Purchaser shall be the subject of an order.

**3.2.** In the Order, the Purchaser shall indicate what it considers essential. Wherever possible, the Order shall indicate a description of Services, a quantity, a price, a required delivery timeframe, a payment method and a signature by an authorized person.

**3.3.** An Order is not complete until it has been signed by an authorized representative of the Purchaser.

**3.4.** Any modification or addition by the Supplier that does not comply with the original Order submitted by the Purchaser and with these GTCP shall not be taken into account without the Purchaser's express written approval. If no response is made by the Purchaser, only the initial proposal made by the latter and these GTCP may be invoked by the Supplier.

#### Article 4. Performance of the Contract

**4.1.** The Supplier will deliver the Services in accordance with the Technical Specifications, applicable industry standards and the performance timetable defined in the Contract. In that regard, the Supplier accepts a performance obligation. The performance timeframes may not be extended or reduced except via an amendment to the Contract.

**4.2.** The Supplier must make a timely request of the Purchaser for all approvals and instructions required for proper performance of the Contract. The Purchaser, in turn, must give the Supplier access to the site where the Services are to be delivered (hereinafter the **"Site(s)"**).

**4.3.** By accepting the Order, the Supplier expressly acknowledges that it has been provided with all the documents and information it needs to assess the scope of its commitment under the Contract and the performance conditions for the Contract, specifically with regard to the safety standards in

effect at the Site and any hazards posed by adjacent installations and/or equipment, regardless of whether it received those documents and information at the Purchaser's initiative or requested them itself pursuant to its obligations in its professional capacity to request any documents and information that it requires for the proper performance of its obligations under the Contract.

**4.4.** Throughout the performance term of the Contract, the Supplier shall be responsible for compliance by its personnel with the Purchaser's internal rules and regulations, its conditions for access to the Site and its health and safety rules applicable to the Site. The Supplier must immediately notify the Purchaser of any event, and safety-related events in particular, that could affect its performance of the Contract.

**4.5.** The Supplier shall be responsible for supplying all the necessary resources to fulfill its obligations under the Contract, with the exception of those for which the Contract explicitly assigns responsibility to the Purchaser. The Supplier must have access to all of the hardware and tools it needs to carry out the Contract, and must assign an adequate number of qualified personnel from among its staff to carry out the Contract within the contractual timeframes.

**4.6.** The Supplier shall be responsible for scheduling and staff matters and agrees to comply with labor legislation, specifically with regard to working hours, weekly rest and possibly additional rest periods and annual or other leave, and shall be responsible for paying all social security contributions relating to its staff.

**4.7.** In addition, with regard to chemicals and/or hazardous products, the Supplier agrees to carry out, at its own expense, all formalities and obligations imposed by Regulation (EC) No 1907/2006 concerning the registration, evaluation, authorization and restriction of chemicals (the REACH Directive), as well as any obligations imposed by the CLP Regulation (Regulation (EC) No 1272/2008) on the classification, labeling and packaging of chemicals. It also undertakes to verify that its own suppliers comply with those regulations as well. Pursuant to Article 8 of the aforementioned

regulation, any Supplier located outside the European Economic Area agrees to appoint an exclusive representative of its choice, based in Europe, who will assume responsibility for carrying out all formalities and obligations imposed by the regulation. The Supplier will provide the Purchaser with the name and contact information of its selected representative. At the Purchaser's request, the Supplier will provide it with a certificate attesting to its compliance with the terms and conditions set forth in that regulation. In the event of its failure to comply with the formalities imposed by the regulation, the Supplier agrees to rectify any harm that may result.

#### **Article 5. Health and safety**

**5.1.** The Supplier shall comply with health and safety laws and regulations as well as internal regulations at each Purchaser site at which it may operate in the course of carrying out the Contract.

**5.2.** Specifically, it must comply with traffic regulations and codes of conduct when entering, leaving and moving about any Purchaser site. The Purchaser's responsibility for accidents befalling the Supplier's personnel at its sites is excluded except in cases of negligence or willful misconduct by the Purchaser.

#### **Article 6. Modifications to the Contract**

**6.1.** The Supplier's obligations are strictly limited to the supply of the Services defined in the Order or Contract.

**6.2.** The Supplier will, however, accept any modification that the Purchaser may legitimately request with regard to the subject of the Order, the Technical Specifications or the performance timeframes. The price may be adjusted to reflect the modification on the basis of the rates and prices indicated in the Contract or, if they are not applicable, on fair and reasonable grounds.

**6.3.** Any modification to the Contract shall not be binding on the Parties unless it is formally stated in an amendment to the Order or Contract.

#### **Article 7. Pricing / Payment terms and conditions**

**7.1.** The prices indicated in the Order are firm and definitive for the entire term of the Contract. They exclude value-added tax.

**7.2.** Unless otherwise indicated in the Contract, any sums owed to the Supplier shall be paid in euros, which shall serve as the accounting and payment currency.

**7.3.** Unless otherwise indicated in the Contract, the price is Delivered Duty Paid ("DDP" per Incoterms 2000) to the site indicated on the Order.

**7.4.** Invoices must show all reference information for the Contract and shall be issued by the Supplier in accordance with the timetable indicated in the Contract, subject to the Supplier's performance in full of its corresponding obligations. Invoices shall be sent through dematerialized form to the following email: [sce.comptabilite@vedecom.fr](mailto:sce.comptabilite@vedecom.fr). Invoices could be sent by mail to the Purchaser, provided they were also sent through dematerialized form.

**7.5.** Invoices issued by the Supplier shall be paid by the Purchaser within thirty (30) days following receipt of the invoice.

**7.6.** As long as the Supplier has not fully performed his obligations, the Purchaser is allowed to retain all or part of the payment of the corresponding price. In this sense and in accordance with Article 16, the Services subject to acceptance of their results will be charged to the Purchaser for only 90% of the order price. The balance of 10% of the order price will be invoiced by the Supplier to the Purchaser only if the acceptance is considered final by the Purchaser in accordance with Article 16.

For this reason, the Purchaser reserves the right not to pay the balance of 10% of the order price to the Supplier until the acceptance of the results of the Services is not considered final by the Purchaser.

**7.7.** The Purchaser may, at any time, deduct from the sums owed to the Supplier for the performance of its obligations any amount that may be charged to the Supplier pursuant to the Contract, notably in accordance with the provisions in Articles 9, 11, 8 and 17.1.1.

**7.8.** In the event of late payment by the Purchaser, the Supplier may apply late penalties. The applicable interest rate for late penalties is limited to three times the statutory interest rate.

#### **8. Delivery and performance timeframes / Late penalties**

**8.1.** The delivery date(s) or timeframe(s) for the Services shown in the Contract are strict deadlines and constitute a material condition of the Contract.

**8.2.** If there is a risk that delivery of the Services will be delayed, the Supplier shall immediately notify the Purchaser and indicate in writing the measures it has taken or proposes to take to minimize the consequences of that delay.

**8.3.** If the Supplier fails to comply with the delivery dates or timeframes for the Services specified in the Contract for reasons that are not attributable to the Purchaser, the latter shall be entitled to apply late penalties, without any prior formal notice, from the moment any date or deadline has been reached.

**8.4.** Unless otherwise indicated in the Contract, the applicable penalties for late delivery by the Supplier shall be calculated at the rate of two percent (2%) of the total pre-tax price of the Contract per week of delay, not to exceed a total of ten percent (10%) of the total pre-tax price of the Contract. Any week that is in progress shall be subject to penalties for that week.

**8.5.** By express agreement, these penalties shall be applicable without prejudice to any other rights and remedies available to the Purchaser under the Contract as a result of the delay. They will be the subject of an invoice.

Once they become applicable, the penalties may be invoked at any time at the Purchaser's discretion.

#### **Article 9. Equipment at the Supplier's disposal**

**9.1.** Equipment such as components, tools, models, molds, templates, accessories, hardware, software, computer access rights or any other Equipment that the Purchaser places at the Supplier's disposal for purposes of the Contract shall be under the care and full responsibility of the Supplier.

**9.2.** The Supplier shall refrain from using such equipment mentioned in article 9.1 other than for the purposes of the Contract, shall maintain said equipment in good operating condition subject to normal wear and tear and shall assume all related risks for as long as the equipment is at its disposal.

**9.3.** Any damage or deterioration to which this equipment may be subject as a result of improper use or negligence by the Supplier shall be repaired at the latter's expense. Without prejudice to the Purchaser's other rights, the Supplier shall return this equipment to the Purchaser upon the initial request.

**9.4.** Ownership of any tools manufactured or acquired by the Supplier specifically for the purposes of the Contract, such as models, molds, templates, accessories, prototypes, software, etc., shall transfer to the Purchaser at the time of their manufacture or acquisition by the Supplier. The Supplier must turn these tools over to the Purchaser upon fulfilling the Contract in full at the latest.

#### **Article 10. Hazardous products**

**10.1.** In the event that certain goods or products included in Services that must be delivered, supplied or used in the course of the Contract contain hazardous substances or require special safety precautions with regard to handling, transport, storage or use, the Supplier must, prior to delivering or using those Services or products, provide the Purchaser with any necessary information on the nature of those substances, in writing and in French ("**Product Datasheet**"). This information should include the classification required by the CLP Regulation (Regulation (EC) no. 1272/2008) as well as the precautions that must be taken when using and handling those Products ("**Safety Datasheet**"). The Supplier must ensure that, prior to shipping, the appropriate instructions and warnings are visible and clearly indicated on the Services or products in question and on any packing or packaging in which they have been placed.

**10.2.** In particular, the Supplier shall, among other things, provide the Purchaser with any necessary directions, instructions and warnings, in writing, for complying with

applicable legal and/or regulatory provisions in France, the EU and worldwide regarding health and safety matters.

#### **Article 11. Transport and packaging**

**11.1.** In the absence of specific provisions in the Contract, the Supplier shall, in all circumstances, use packaging that is appropriate to the nature of the goods included in the Services or used for the Services and maintains their integrity as far as the delivery site.

**11.2.** In the absence of specific provisions in the Contract:

(i) deliveries to the site(s) indicated in the Contract shall be Delivered Duty Paid ("DDP" per Incoterms 2000), with all expenses borne by the Supplier.

(ii) for equipment purchased ex works ("EXW" per Incoterms 2000), the Supplier will assume responsibility for the packaging and transport on the Purchaser's behalf under the best possible conditions. The corresponding costs shall be paid by the Supplier and invoiced to the Purchaser at cost.

**11.3.** Any delivery of Services must be accompanied by the Supplier's dated delivery slip. This must show the Contract reference information and must include, among other things, an itemized list of the Services delivered, the parcel ID, the containers, their weight, the transport method and the shipping date.

**11.4.** The insurance costs for transport and delivery of the Services to the Purchaser's premises and/or site(s), as well as shipping costs, shall be borne by the Supplier.

#### **Article 12. Mission expenses**

If, in connection with the contractual delivery or performance, the Supplier is obligated to pay for lodging, dining and travel expenses, such costs shall ultimately be borne by the Supplier unless the Contract includes a contrary provision.

#### **Article 13. Subcontracting**

**13.1.** The Contract is entered into on an *intuitu personae* basis; therefore, the Supplier may not subcontract, assign or transfer to a third party any order from the Purchaser, in whole or in

part, nor use a different subcontractor from the one cited in the Order or Contract, without the Purchaser's express prior approval in writing.

**13.2.** The foregoing restriction shall not, however, apply to subcontracting of materials or minor components, nor to those portions of the Services for which the subcontractor is designated in the Order or Contract.

**13.3.** The Supplier is solely responsible with respect to the Purchaser for proper fulfillment of the Order or Contract under the conditions and in the timeframes determined and for the Services manufactured by the Supplier and all of its subcontractors.

#### 14. Compliance requirement

**14.1.** The Services must comply with the Technical Specifications and must be fit for the use for which they are intended. They must also fulfill the standard quality criteria and comply with prevailing laws and standards. The Services shall be delivered complete with all related documentation as well as any instructions, recommendations and other directions needed for their proper use under appropriate safety conditions. Any Services that do not satisfy all of these requirements shall be considered non-conforming.

**14.2.** If the Supplier is not certain that the Services it must deliver will comply with the requirements set forth in Article 12.1, it must inform the Purchaser to that effect immediately in writing and provide all the desired information regarding the risk of non-compliance and the measures that it intends to take to remedy the problem. The Purchaser shall inform the Supplier in writing as soon as possible as to whether it accepts or rejects the Supplier's proposals.

**14.3.** If the Purchaser finds that the Supplier is not supplying the Services in accordance with the Contract, it may require the Supplier to inform the Purchaser in writing of the measures it intends to take to remedy the situation. The Purchaser shall inform the Supplier in writing as soon as possible as to whether it accepts or rejects the Supplier's proposals.

#### 15. Non-compliance / Refusal of delivery

**15.1.** If, upon their arrival at the Purchaser's site or any other site agreed between the parties, the results of the Services are deemed non-conforming, the Purchaser may reject them in whole or in part. The delivery will then be considered not made.

**15.2.** In such a case, the Purchaser reserves the right to (i) demand that the Supplier replace or repair the rejected results of the Services within the time period set by the Purchaser, or (ii) replace or repair the results of Services itself or have them replaced or repaired by a third party of its choice, in accordance with the provisions of Article 15.3, or (iii) keep the results of Services in return for a rebate, or (iv) terminate the Contract in whole or in part pursuant to Article 26. In each case, all expenses and risk shall be borne by the Supplier.

**15.3.** In the circumstances defined in Article 13.2 (ii), the Purchaser may elect to remedy non-conformities itself and/or call on a third-party firm to remedy them, at the Supplier's risk and expense, after a formal request to remedy the non-conformity, sent to the Supplier via registered letter at least fifteen (15) business days in advance, has received no response. The Supplier must then facilitate the actions by the Purchaser or third-party firm under the best possible conditions, in particular by providing the tools, drawings, studies and any other existing documents that may be needed in order to supply the Services and/or perform the Services.

#### 16. Services subject to acceptance

**16.1.** If the Contract stipulates that the results of the Services will be subject to testing for acceptance purposes once they are completed and/or delivered to the Purchaser's premises, acceptance shall not be considered final until those tests have demonstrated that the results of the Services fulfill the requirements defined in Article 14.

**16.2.** When the Contract calls for an acceptance procedure in the presence of both parties, the parties will both sign the acceptance report upon the conclusion of the process if they find that the results of the Services fulfill the requirements in

Article 14.1. The acceptance report will be prepared in two (2) original copies.

**16.3.** In accordance with Article 7.6, the price of the Order will be charged to the Purchaser by the Supplier only up to 90% of the price as long as the results of the Services subject to acceptance do not comply with the requirements set in Article 14 (Article 16.1 and/or Article 16.2) and that their delivery or acceptance is not considered final by the Purchaser.

The Purchaser will pay the balance of 10% of the order price when the results of the Services subject to acceptance will respect the compliance requirement of Article 14 and that their delivery or acceptance will be considered final by the Purchaser.

**16.4.** If the Purchaser and the Supplier sign the acceptance report with no reservations, the Supplier shall be authorized to bill the Purchaser for the payment that is due upon acceptance.

**16.5.** Depending on the circumstances in the view of the Purchaser, if the non-conformities are minor, and notably when they do not affect the safety and/or operation of the results of the Services and/or their environment, the Purchaser may indicate acceptance of the results of the Services coupled with reservations regarding all or part of the Services in question. The Supplier shall be required to remedy the non-conformities cited in the acceptance report within the time period stipulated therein. In such a case, the Purchaser may withhold all or part of the payment due upon acceptance until the Services and/or Services in question are determined to be conforming in the presence of both parties.

#### 17. Warranty

##### 17.1. General provisions

Notwithstanding applicable legal provisions, the Supplier guarantees the results of the Services against defects in design, materials, manufacture and assembly for the period defined in Articles 17.2 or 17.3 below, depending on the circumstances. This warranty includes all parts and labor costs. The Supplier's warranty does not cover defects resulting from normal wear and tear of the Services, any use of the results of

the Services that does not comply with its documentation, or proven negligence by the Purchaser and/or its personnel.

In the event that the Supplier defaults in meeting its warranty obligation, the Purchaser may elect to remedy the problem itself and/or call on a third-party firm of its choice to remedy it, at the Supplier's risk and expense, after a formal notice sent to the Supplier via registered letter at least seven (7) calendar days in advance has received no response.

The Supplier must then do its utmost to facilitate the actions by the Purchaser or third-party firm under the best possible conditions, in particular by providing the tools, drawings, studies and any other existing documents that may be needed.

#### **17.2. Warranty applicable to production Services**

Unless otherwise specified in the Contract, the contractual warranty period is twenty-four (24) months from the commissioning date for the Purchaser's system, assembly or product that includes the results of the Services, not to exceed thirty-six (36) months from the delivery of the Services to the Purchaser's Site (premises).

During the warranty period, the Supplier shall correct or replace, at its own expense, any defect of which it is notified by the Purchaser within a period not to exceed three (3) business days from the written notification sent by the Purchaser. The Supplier will repair the Good's defective part, replace it or re-design the Good, whichever is most appropriate, upon receiving approval from the Purchaser. This replacement, repair or re-design will encompass all of the Services delivered and/or to be delivered as part of a single Order, including spare parts. The Supplier will also bear any cost related to logistics, removal and assembly of the Services on the Customer's equipment, as applicable.

Any replacement or repair in whole or in part of a Good with a defect shall trigger a new warranty period for the Good in question of twenty-four (24) months from the repair or replacement date.

Furthermore, the Supplier agrees to ensure, at the Purchaser's request, that the Services and their subassemblies, components or spare parts, as applicable, shall be available in

accordance with the Technical Specifications for a period of twenty (20) years from the Order date. If the Supplier is unable to fulfill such a commitment, it agrees to deliver to the Purchaser, at no charge, all drawings, specifications documentation, specific tools, documents and other information, on any medium, so that the Purchaser can locate an alternative source for the manufacture, sale, repair and/or maintenance of the Services and their subassemblies, components or spare parts.

#### **17.3. Warranty applicable to non-production Services**

Unless otherwise specified in the Contract, the contractual warranty period is twenty-four (24) months (i) from the acceptance date when the Services are subject to the provisions in Article 14 (Services subject to a specific acceptance procedure) or (ii) if that is not the case, from the date of delivery to the Purchaser's site. During the warranty period, the Supplier shall correct or replace, at its own expense, any defect of which it is notified by the Purchaser within a period not to exceed five (5) business days from the written notification sent by the Purchaser, unless a different period is mutually agreed between the parties. The replacement and repair will encompass all of the results of the Services delivered and/or to be delivered as part of a single Order, including spare parts.

Unless otherwise specified in the Special Conditions, any replacement or repair in whole or in part of a Good or the results of Services with a defect shall trigger a new warranty period for the Good or the result of Services in question of twenty-four (24) months from the repair or replacement date.

#### **17.4. Recurring defects**

"Recurring Defect" means a single defect that affects at least five percent (5%) of the results of the Services or a single defect that affects at least three percent (3%) of the electronic subassemblies, cards or components that the Supplier delivers to the Purchaser pursuant to the Contract, measured over a continuous period of twelve (12) consecutive months, at any time from the delivery of the first the result of the Services or

good until three (3) years after the date the final the result of the Services or good is delivered to the Purchaser.

During the aforementioned warranty period, the Supplier shall present an analysis and an action plan for correcting any Recurring Defect of which it is notified by the Purchaser within a period not to exceed one (1) week from the notification by the Purchaser. This action plan must be implemented within a reasonable period of time, to be defined jointly between the parties based on the nature of the Recurring Defect.

If a Recurring Defect affects a single part or a single result of the Services or good as part of one or more Orders, the Supplier must repair or replace all the identical parts or Services that are the subject of the Order(s). The Supplier will also bear any cost related to logistics, removal and assembly of the parts or Services.

For any repair of a Recurring Defect on a specific part or Good, the warranty period for that part or Good shall be extended by a period of twelve (12) months from the Purchaser's acceptance of the repaired part or the result of the Services or good.

#### **17.5. Reliability guarantee**

The reliability (or MTBF) objectives are defined in the Technical Specifications attached to the Contract as an Appendix.

The Services and the results of these Services shall continue to be covered by the warranty defined in Article 21 of the Contract for as long as the reliability objectives are not met, without regard to any application of the penalties related to reliability that are defined in the Special Terms and Conditions.

### **Article 18. Transfer of ownership and transfer of risk**

#### **18.1. Transfer of ownership**

Notwithstanding any provision to the contrary, ownership of the Services and/or of the result of the Services shall be transferred to the Purchaser once the Services have been customized and identified at the Supplier's site in such a way that it can be deduced that they belong to the Purchaser, and no later than the date of their physical delivery to the

Purchaser's premises or any other site agreed between the parties.

When the Contract entails a transfer of ownership of intellectual property rights to the Purchaser, this transfer shall occur in accordance with the provisions in Article 20, "Intellectual Property," of these General Terms and Conditions of Purchase.

### 18.2. Transfer of risk

Any risk relating to the delivered Services and/or of the result of the Services shall be transferred to the Purchaser (i) on the date of their acceptance if acceptance is made at the Purchaser's site, in accordance with the provisions of Article 16 on Services and/or of the result of the Services subject to a special acceptance procedure pursuant to the Contract or Order, or otherwise (ii) on the date of delivery to the Purchaser's premises.

## Article 19. Ownership of documents

### 19.1. Ownership of documents disclosed by the Purchaser to the Supplier

Any documents related to the fulfillment of the Order or Contract, as well as any information of a technical, practical, scientific or business nature that is provided in connection with an Order sent by the Purchaser to the Supplier, may not be reproduced, retained or disclosed to third parties by the Supplier without the Purchaser's prior written authorization and shall remain the Purchaser's exclusive property. However, in any case of subcontracting by the Supplier to a subcontractor that is expressly identified in the Order or Contract, the Supplier may provide any documents that are required in order to provide the service, on the condition that it ensures compliance with the confidentiality and intellectual property provisions in these General Terms and Conditions of Purchase or any special terms and conditions that may be negotiated.

The Purchaser may reproduce, retain and provide its own documents to third parties for its own purposes, and the Supplier may not oppose this or claim any indemnity as a result, on the condition that those documents belonging to the

Purchaser do not contain confidential information from the Supplier.

### 19.2. Ownership of documents disclosed by the Supplier to the Purchaser

Any plans, studies, drawings, drafts, diagrams and in general any documents related to the fulfillment of the Order or Contract, as well as any information of a technical or business nature that the Supplier provides to the Purchaser in connection with a Proposal or Order, may be reproduced, retained or disclosed to third parties by the Purchaser and the Supplier may not oppose this or claim any indemnity as a result, with the exception of any information that is designated as confidential in the Contract or covered by a special confidentiality agreement.

## Article 20. Intellectual property

### 20.1. Definitions

- **Knowledge:** include all information, data and technical knowledge and/or scientific and/or financial and/or any other type of information regardless the nature of this information (for example: financial, bookkeeping, commercial, technical, and scientific) and whatever the shape, the support, the storage means in particular the know-how, the trade secret, the commercial secret, prototype, data, programs and software, plans, studies, experiments, diagrams, drawings and graphic representations, whether or not protected by intellectual property (patents etc.) and/or protected or not by such a title, as well as all the related rights.

- **Proprietary Knowledge:** include all Knowledge belonging to the Purchaser or the Supplier and/or held by the Purchaser or the Supplier before the delivery of Service and/or developed or acquired by the Purchaser or the Supplier independently of the performance of the Contract.

- **Results:** include all the Knowledge developed and/or generated in the context of Service provision by the Supplier with his only contribution, or with the staff contribution of the Purchaser.

- **Intellectual Property Rights:** means the rights "*sui*

*generis*" of database producers, the Industrial Property Rights and Copyright.

- **Industrial Property Rights:** means any patent, utility patent protection, trademark, and other industrial property rights of any kind.

- **Copyright:** refers to all the rights that are governed by the provisions of Articles L111-1 to L135-7 of the Intellectual Property Code and including "sui generis" right of database producers and copyrights related to the Software governed by the law of 3<sup>rd</sup> July 1985 and also by Articles L111-1 to L135-7 of the Intellectual Property Code.

- **Software:** set of items protectable by the copyright of computer program, including source code, object code (also called executable code) and the related technical documentation. This includes the concept of "Software Brick".

- **Group Company:** means any company in which the Purchaser directly or indirectly holds at least a fifty percent (50%) stake.

**20.2.** The Supplier and the Purchaser remain in all cases the owner of all Intellectual Property Rights on their Proprietary Knowledge. No communication of the Proprietary Knowledge between the Purchaser and the Supplier could be interpreted as a transfer of property. However, the Supplier may provide to the Purchaser a right to use his Proprietary Knowledge if they are necessary for the Purchaser to use the Results. In this case, this type of using right must be expressly provided in the Special Conditions.

**20.3.** Any Intellectual Property Rights connected with the Results developed and/or obtained from fulfillment of the Contract regardless of their nature, including technical information and/or solutions, measurement results, analyses, simulations, modelings, mock-ups, specifications, databases, software (including documented source code), drawings, models, plans, sketches, tools and equipment, as well as all related documentation, shall be the exclusive property of the Purchaser upon being produced by or obtained from the Supplier.

**20.4.** Specifically, with regard to any Copyright associated with the Results, the Supplier undertake to assign with the

Purchaser on an exclusive basis, for their legal duration and in every country, all display and reproduction rights, for all legal intents and purposes and for any use, direct or indirect. In particular, these rights include, in the broadest sense, (a) the right of temporary or permanent reproduction by any means and on any medium (print media, Internet, digital media, etc.) and on any site; (b) the right of marking and identification by any means; (c) the right of display by any process; (d) the right of correction, adaptation, upgrade, refinement, modification, addition or creation of derivative works; (e) the right of publication and commercial exploitation, against payment or free of charge. Any such transferred rights are transferred for all applications and may be transferred by the Purchaser to any third party of its choice.

**20.5.** Unless special terms and conditions have been negotiated to the contrary, the Purchaser shall acquire all Copyright and “sui generis” rights from the producer of the Services and/or of the results of the Services that constitute or include databases. Any such transferred rights are transferred for all applications and may be transferred by the Purchaser to any third party of its choice.

**20.6.** The Purchaser shall have sole authorization to decide whether to protect the Results in whole or in part, either in its own name or that of a Group Company, and no indemnity or compensation of any kind shall be owed to the Supplier above and beyond the price stipulated in the Contract for the Services and/or of the results of the Services in question.

**20.7.** The Supplier expressly agrees, on its own behalf and on behalf of its representatives, including but not limited to its officers, agents, service providers or subcontractors, to carry out all the necessary formalities, as applicable, to implement the provisions contained in this Article 20.

**20.8.** The Supplier will cover the Purchaser against any claims, legal action or government proceedings that could be brought against the Purchaser by a third party alleging infringement against a patent, a drawing or model, Copyright, sui generis right or any other existing Intellectual Property Right with regard to the Services and/or Services. Accordingly, the

Supplier will indemnify the Purchaser for all consequences (including damages, costs and expenses of any kind, including attorney costs and fees) for which it may bear responsibility.

**20.9.** In the event that proceedings are brought or a claim is lodged against the Purchaser in the circumstances described above, the Purchase will notify the Supplier accordingly, and the latter will, at its own expense, assume responsibility for managing the proceeding and/or responding to the claim. At the Supplier's request and at its expense, the Purchaser will provide any reasonable necessary assistance.

**20.10.** If the use of the Intellectual Property Right is deemed to constitute an infringement, the Supplier must, at the Purchaser's request, modify or replace the infringing part at its own expense, and said modification or replacement shall not affect the purpose, value, use or performance of the Services or/and the results of the Services.

## Article 21. Confidentiality

### 21.1. Definition

“Confidential Information” means:

- any information and data of any kind (technical, scientific, economic, financial, commercial, legal, accounting); any plan, study, prototype, equipment, audit, experimental or testing data; any computer programs, drawings, graphic representations, specifications, know-how, experiments, software and programs;

- as well as information relating to the Purchaser's methods or organizational structure, the configuration of its premises, or its clients and personnel,

in any format (e.g., oral, written, magnetic, electronic) and on any medium, including oral or written communications or communications placed on a medium of any kind, of which the Purchaser is the owner or holder, that is disclosed by the Purchaser to the Supplier or obtained in any other way by the Supplier and that relates to performance of the Contract or Order.

## 21.2. Confidentiality obligation

**21.2.1.** The Supplier agrees not to disclose the Purchaser's Confidential Information to third parties without the Purchaser's prior written authorization, and shall take all appropriate measures to ensure that such information remains secret and confidential.

**21.2.2.** The Supplier shall communicate and disclose the Confidential Information only to members of its own workforce who are directly involved in fulfilling the Contract or Order and who are bound by confidentiality provisions that are identical in scope to those contained in these GTCP and specifically this article.

**21.2.3.** The Supplier shall not copy or reproduce, in whole or in part, any Confidential Information provided by the Purchaser without the latter's prior written authorization, with the exception of copies or extracts that are reasonably necessary in order to carry out the Contract.

**21.2.4.** The Supplier may not, under any circumstances, cite the existence of the Contract for advertising, promotional or other purposes without the Purchaser's prior written authorization.

**21.3.** If, by law or pursuant to a court decision, the Purchaser is required to disclose the Supplier's Confidential Information, it must notify the latter promptly and in advance by any appropriate means (including by fax or e-mail) so as to give the Supplier an opportunity to object to the disclosure.

### 21.4. Duration of the commitments

The confidentiality obligations in this Article shall remain in force for the entire term of the Contract and for a period of five (5) years after the Contract term, regardless of the reasons for its termination.

## Article 22. Non-solicitation

The Supplier agrees not to solicit for hiring the Purchaser's staff (including any employee, any personnel made available and/or any executive), either directly or indirectly, for the entire term of the Contract and for a period of twelve (12) months after the Contract's expiration.

For any violation of this obligation, the Supplier shall be required to pay fixed damages to the Purchaser equal to the gross annual salary/salaries of the employee(s) in question.

#### **Article 23. Use of the Purchaser's name**

For any use of the Purchaser's name for promotional or advertising purposes, the Supplier must obtain the Purchaser's prior written approval.

#### **Article 24. Liability**

The Supplier shall indemnify the Purchaser, whether during or after the performance of the Contract, for any damage, material or non-material, suffered as the result of partial or total non-fulfillment or improper fulfillment of the Contract for any reason for which it is liable, any loss or damage, material or non-material, resulting from acts or omissions by the Supplier, as well as in the event of death or any bodily injury caused by the Supplier. The Supplier's liability includes that of its subcontractors, representatives and agents.

The aforementioned indemnification shall include, as applicable, any costs or sentence imposed in connection with a legal proceeding.

The Supplier's personnel shall be acknowledged at all times as agents of the Supplier and shall remain under its administrative and hierarchical control.

#### **Article 25. Force majeure**

**25.1.** If the performance of a contractual obligation is prevented, restricted or delayed by an instance of force majeure, the party bearing the obligation shall, subject to the provisions set forth in Article 24, be exempted from all liability resulting from the prevention, restriction or delay in question, and the period of time at its disposal for performing the obligation shall be extended accordingly.

**25.2.** Any party that is victim to an instance of force majeure must inform the other party thereof in writing within five (5) business days following the occurrence of the event

constituting force majeure, and shall take all necessary steps to minimize the consequences of such a situation, notably in order to prevent or reduce any delay in the delivery of the Services.

#### **Article 26. Suspension / Termination of the Contract**

**26.1.** The Purchaser reserves the right to suspend performance of the Contract at any time by notifying the Supplier via registered letter with acknowledgment of receipt. In such a case, the Supplier may claim compensation limited to additional expenses, duly supported, that are directly attributable to the suspension, to the exclusion of any indirect or non-material damage, including lost earnings.

**26.2.** Either of the parties shall be legally entitled to terminate the Contract without prejudice to any of its other rights and remedies, in the event that:

a) an instance of force majeure occurs that delays performance of the Contract by more than thirty (30) calendar days, without further formality other than the delivery to the other party of a registered letter requesting acknowledgment of receipt; or

b) the other party defaults on any of its obligations under the Contract and has not rectified its fault within fifteen (15) calendar days following receipt of an official notification sent by registered letter requesting acknowledgment of receipt from the non-defaulting party. The Purchaser may terminate the Contract if it should become apparent during the course of its performance that the subject of the Contract will eventually be rejected, in whole or in part, if it were to be completed.

**26.3.** The Purchaser may terminate the Contract for convenience with prior notice of one (1) month, simply by sending a registered letter requesting acknowledgment of receipt to the Supplier.

**26.4.** The Purchaser may terminate the Contract if there is a corresponding contract between the Purchaser and the end user of the Services and/or the results of the Services and said contract is terminated.

**26.5.** In the circumstances described in Articles 26.3 and 26.4 above, and on the condition that it has complied with its

contractual obligations, the Supplier may claim compensation from the Purchaser corresponding to any direct, reasonable and justified costs legitimately incurred in the performance of the Contract up to its termination that the Supplier cannot prevent or recover by any other means. This compensation may under no circumstances exceed the amount of the Contract.

**26.6.** In its subcontracting agreements or orders connected with the Contract, the Supplier will include provisions similar to those contained herein, in order to minimize the potential financial impact of their application.

#### **Article 27. Change in control of the Supplier**

In the event that a change in control of the Supplier, as defined in Article L. 233-3 of the French Commercial Code, occurs during the term of the Contract, and given the fact that the Purchaser's acceptance of the Supplier is made *intuitu personae*, the Supplier agrees to notify the Purchaser of said change in control, and the Purchaser shall then be legally entitled to terminate the Contract prior to delivery of the Services, without owing any indemnity to the Supplier.

#### **Article 28. Tax**

**28.1.** The Supplier shall assume responsibility for all taxes and duties of any kind for which it may be liable as a result of its delivery of the Services.

**28.2.** The Purchaser shall be entitled to deduct tax, France's generalized social contribution or similar charges from the payments it owes to the Supplier pursuant to the Order or Contract, if the Supplier fails to submit to the Purchaser the required exemption certificates for those deductions.

#### **Article 29. Disputes and applicable law**

**29.1.** These General Terms and Conditions of Purchase and the Contract/Order are governed by French law.

**29.2.** The parties shall make every effort to reach an amicable resolution of any disputes that may arise between them

regarding the validity, interpretation and/or performance of the Contract.

**29.3.** Any dispute that is not amicably resolved between the parties within a period of one (1) month (unless a longer period is agreed between the parties) shall be submitted to the exclusive jurisdiction of the Commercial Court of Versailles, including in cases of multiple defendants or summary proceedings.

### Article 30. Miscellaneous

#### 30.1. Severability of provisions

The provisions in these General Terms and Conditions of Purchase are distinct and independent of each other. If, at any time, one or more of these provisions becomes invalid, illegal or inapplicable as a result of an applicable law or decree or a definitive court decision, the parties agree to replace them with similar provisions that are not themselves invalid, illegal or inapplicable, and the validity, legality and applicability of the remaining provisions shall not be affected.

#### 30.2. Language of the Contract

Unless otherwise specified in the sales proposal or the service contract and its appendices, all contractual documents to which this Contract applies or refers, as well as all deliverables, documents or reports that the Service Provider submits to the Client as part of the performance of the Services, shall be in French.

#### 30.3. Acceptance by the Supplier

These General Terms and Conditions of Purchase are expressly approved and accepted by the Supplier, which states and acknowledges that it has read and understood them in full. Moreover, the Supplier fully accepts the order of document priority governing the business relationship between the Purchaser and the Supplier, as stipulated in Article 1 of these GTCP.

#### 30.4. Registered letter with acknowledgment of receipt / Determining date

Notification by registered mail with acknowledgment of receipt shall be considered as having been sent on the date appearing on the seal affixed by the postal services.

#### 30.5. Personal data

The Supplier shall be responsible for any personal data processing made for the needs of the Contract, unless the Order's main object is the provision of personal data processing by the Supplier, in such case the Supplier shall be considered as a processor or a Joint controller in accordance with the definitions provided in articles 24, 26 and 28 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter « GDPR »).

The Supplier shall guarantee he will process personal data in accordance with the current regulation regarding personal data and that he will take any measure to allow the efficiency of the rights provided by the said regulation. The Supplier shall guarantee that his subcontractors shall comply with the present obligation.

The Supplier undertakes not to use, cease, lend or make available to third parties, for any reasons, personal data of the Purchaser, its employees or any personal data linked with the Purchaser, that he may process during the Contract.

To this end, the Supplier undertakes to take any appropriate measures to ensure confidentiality and security of personal data processed during the Contract, notably in order to prevent them to be altered, damaged, or that unauthorized third parties may access to the personal data.

Any modification of the regulation applicable regarding personal data that will be more constraining than the actual regulation shall be implemented by the Supplier.

The Contract itself, if it contains personal data, including names of the signatory or of the natural persons implementing or monitoring the Contract, constitutes a personal data processing made for the purposes of the legitimate interests of the Supplier and the Purchaser.

Any natural persons whose personal data are processed in the Contract itself shall be entitled to exercise its rights (access, modification, deletion, portability) upon request.

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#### THE SUPPLIER

Company Name:

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*The Supplier acknowledges having read and accepted these General Terms and Conditions of Purchase as stated above. It also accepts the order of priority documents governing the commercial relations between the Purchaser and himself stipulated in Article 1 of these GTCP.*

In.....On.....

Name and title of the representative of the Supplier:

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**Signature and stamp of the Supplier**