

General Terms and Conditions of Sale

Provision of services

No. VEDECOM-PREST001

Article 1 – Purpose and scope of application

These General Terms and Conditions of Sale (GTCS), in accordance with Article L. 441-6 of the French Commercial Code, constitute the basis of the business relationship between Institut VEDECOM, a partnership-based foundation, SIRET no. 52497985300032, APE no. 7219Z (hereinafter “**the Service Provider**”), and its contractual partner(s) (hereinafter “**the Clients or the Client**”).

The purpose of these General Terms and Conditions of Sale is to define the conditions under which the Service Provider shall provide services to its professional clients at their request, regardless of the nature or purpose of those services (including legal counsel, research services, technical and/or scientific services, services that include the supply of equipment, etc.), hereinafter referred to as the “**Services**”.

They apply, without limitation or qualification, to any Services rendered by the Service Provider to clients in the same category, regardless of the provisions that may appear in the Client’s documentation, and specifically its general terms and conditions of purchase.

In accordance with current regulations, and to ensure that the Client can give its informed consent to the contractual terms and conditions binding it to the Service Provider when placing an order with the Service Provider, these General Terms and Conditions of Sale may be viewed by any Client at the Service Provider’s website, and shall be routinely provided to any Client that requests them.

Any order of Services implies the Client’s full and complete acceptance of these General Terms and Conditions of Sale, which shall take precedence over any document from the Client, notably its general terms and conditions of purchase.

The information appearing in the Service Provider’s catalogues, prospectuses and rate schedules are provided for informational

purposes only and are subject to change at any time. The Service Provider is entitled to modify that information in any way it deems appropriate at any time.

In order to be valid and applicable, any exemption or supplemental clauses to these GTCS must be approved in advance and in writing by the Service Provider as part of the contractual documents binding on the Service Provider and the Client. The Service Provider must approve these exemption clauses before it begins providing the service, or in exceptional cases while providing the service.

The contract (hereinafter the “**Contract**”) governing the business relationship between the Client and the Service Provider comprises the following, in order of priority:

- 1) The Special Terms and Conditions (separate contract) and any amendments thereto that may be negotiated between the Service Provider and the Client for the purpose of providing the Services (hereinafter the “**Special Conditions**”), signed by the authorized representatives of the Service Provider and the Client;
- 2) The sales proposal issued by the Service Provider with regard to the nature and content of the Services;
- 3) These General Terms and Conditions of Sale, which the Client acknowledges having read and accepts in full;
- 4) The order for the services that the Client has sent to the Service Provider, which must cite the Service Provider’s sales proposal (hereinafter “**the Order**”);
- 5) The Client’s general terms and conditions of purchase, on the condition that they are not contrary to these GTCS and the Service Provider has expressly approved them.

Article 2 – Sales proposal

The sales proposals proposed by the Service Provider (hereinafter “**the Proposal(s)**”) shall be valid for an acceptance period of fifteen (15) days from the date the Proposal is submitted to the Client, unless indicated otherwise in the Proposal itself.

The amounts and expenses stipulated in any sales Proposal from the Service Provider shall reflect its estimate of the sums required to provide the Services in question. The cost and estimated time

should not be considered a guaranteed maximum price and timeframe, unless otherwise stipulated in the Contract.

The information provided in the catalogues, manuals, price lists and any other sales document provided by the Service Provider is given for informational purposes and has no contractual value. The Service Provider reserves the right to modify these sales documents at any time without prior notice to reflect changes in current technology, economic conditions or its sales policy.

Article 3 – The Order

The Order is not complete until the Client has expressly accepted the sales Proposal in writing. Acceptance is given automatically when the Client signs the sales Proposal. In such a case, the acceptance of the sales Proposal serves as an order.

The Client is required to send its acceptance to the Service Provider, and specifically the signed sales Proposal, by any means (letter, registered mail with acknowledgment of receipt, e-mail, etc.).

The Client may wish to formally submit its own order. Any text, modification or addition that does not comply with the Proposal issued by the Service Provider and with these GTCS shall not be taken into account without the Service Provider’s express written approval. If no response is made by the Service Provider, only the initial proposal made by the latter and these GTCS may be invoked by the Client.

Article 4 – Conclusion of the Contract for services

In cases where special terms and conditions have been agreed in a separate contract and signed by both parties, these GTCS shall be applicable to the parties with regard to any point and/or topic not addressed in those special terms and conditions.

In the absence of special terms and conditions and a separate, signed contract, the Contract is formed when the Service Provider issues a written acceptance of the Order signed by a representative of the Client.

Article 5 – Pricing / Payment terms and conditions

PRICE: The price of the Services defined in the Service Contract is established based on the information and documents sent by the Client, which are assumed to convey all of the Client's requirements.

Any requirement not expressed by the Client at the time of the order that emerges while the Services are being provided may result in an increase in the price.

The price of the Services shall be indicated before tax. Unless otherwise indicated, the invoices issued by the Service Provider shall be payable pursuant to the terms and conditions defined in the Contract and, if not expressly stipulated in the Contract, at 30 days from the invoice date.

The prices indicated on the purchase order are in euros, exclusive of tax, and should be increased by VAT at the current rate and any other tax deducted at source.

PAYMENT: Payment shall be:

- via check made out to "Institut Vedecom" and sent to the following address: 23 bis, allée des Marronniers, 78000 Versailles, France;
- or by bank transfer to Institut Vedecom:
Address: VERSAILLES RIVE D
Bank code: 18206
Branch code: 00198
Account number: 60277905772
Control key (clé R.I.B.) 91

LATE PENALTIES: If the Client fails to pay any sums due indicated on the invoice within 30 days of the invoice date, the Service Provider reserves the right to defer performance of the Services in question, and all of the Service Provider's receivables with the Client shall immediately become due fifteen (15) days after the Service Provider's delivery of a formal payment request via registered letter with acknowledgment of receipt has received no response. In addition, the Service Provider may, at the end of this fifteen (15)-day period, either request enforcement of contractual performance by petitioning the competent Commercial Court, or

demand the return of the results of the Services; in the latter case, the Service Provider shall retain the right to terminate the Contract through the exclusive fault of the Client, to hold the Client liable and to invoke any provision of the Contract providing for payment of a penalty in the event of late payment.

In every case, the Service Provider shall retain any payments already made by the Client, including in the event that the Client is the subject of an insolvency proceeding.

In addition, late payment interest shall always be calculated by applying a rate equal to three (3) times the statutory interest rate.

Article 6 – Additional services

The Service Provider's commitments are strictly limited to the supply of the Services defined in its Proposals and/or the Contract. For the supply of Services not included in the Proposal or Contract, the price and timeframes shall be the subject of a special written agreement between the Service Provider and the Client.

Article 7 - Subcontracting

The Service Provider reserves the right to subcontract all or part of the Services, which the Client accepts.

Article 8 – Transfer of ownership and transfer of risk

8.1. Transfer of ownership

When performance of the Services requires the Service Provider to deliver one or more actual items, notably equipment, to the Client, ownership of those items shall transfer to the Client once the price stipulated in the Contract has been paid in full by the Client.

When the Services include a transfer of ownership of intellectual property rights to the Client, this transfer shall occur in accordance with the provisions in the article entitled "Intellectual property" in these General Terms and Conditions of Sale.

8.2. Transfer of risk

The transfer of risk with regard to the delivered Services (notably when they include the delivery of hardware) shall occur on the day

of departure from any plant, warehouse or premises where the equipment or Services are stored by the Service Provider.

Article 9 – Transport and delivery

Any special transport, customs, handling or packaging tasks and assurances regarding the supply of hardware and/or the Services outside of the Service Provider's warehouses or sites shall be at the Client's expense and risk, including cases of carriage-paid delivery. It shall be the Client's responsibility to verify the results of the Services upon arrival and to pursue any remedies against the carriers when necessary.

Article 10 – Mission expenses

If, in connection with providing the Services, the Service Provider is obligated to pay for lodging expenses (e.g., hotels), dining expenses and travel expenses (train, air, etc.), such costs shall ultimately be borne by the Client unless indicated otherwise in the Service Contract. The Service Provider may therefore, in addition to the price of the Services, invoice the Client for the aforementioned expenses upon presentation of supporting documentation, such as bills presented by dining or hotel professionals, travel memos, train or air transport tickets, etc.

Article 11 - Retention of title

In accordance with Article 8 above, with the exclusion of intellectual property, the results of the Services provided to the Client pursuant to the Contract (reports, goods and equipment, analytical documents, etc.) shall remain the exclusive property of the Service Provider until the Client has paid the price set forth in the Contract in full.

Until it has made payment in full, the Client shall refrain from reselling or authorizing any seizure of those results of the Services without the Service Provider's prior written approval.

Article 12 – Timeframes and locations for delivery of the Services

12.1. Timeframes for delivery of the Services

The timeframes for providing the Services and their respective starting points shall be defined in the Contract.

In every case, unless otherwise specified in the Contract, these timeframes are non-binding.

They may be extended without giving rise to any penalty, plea of non-performance or termination option for the Client when performance of the Services is contingent on access to information held by the Client and said information is not provided to the Service Provider within the initial timeframes specified in the Contract.

In the event the Service Provider is delayed in providing the Services for any other reason, the Client may not proceed with any penalty, plea of non-performance or termination option unless it has first notified the Service Provider in writing and has received no response within 30 days following the Service Provider's receipt of said notification.

The Client waives its right to invoke a late penalty against the Service Provider in any instance of late delivery.

The Client also waives its right to invoke any plea of non-performance or termination option against the Service Provider in the event of a delay by the latter in providing the Services, so long as the Service Provider can prove that said delay cannot be attributed solely to itself and/or is due to an instance of force majeure as defined in Article 21.4 of these GTCS.

The Service Provider reserves the right to defer performance of the Services:

- in the event of non-payment by the Client;
- if the Client fails to provide, within the initial timeframes defined in the Contract, any information, documents or services that it is required to provide in order for the Service Provider to be able to provide the Services;
- following any event that cannot be attributed solely to the Service Provider and/or any instance of force majeure as defined in Article 21 of these GTCS.

12.2. Locations for delivery of the Services

The Services shall be provided to the Client at the address indicated in the Contract.

Article 13 – Warranty disclaimer

The Service Provider does not provide any warranty other than what is required by law or regulation.

The responsibility of the Provider cannot be held in the following situations in case of misuse, use for professional purposes, neglect or lack of maintenance by the Client, as in case of normal wear of the product, to accident or force majeure.

Thus, it is stated that under any provision of research and / or study and / or engineering and / or consulting Services:

- Studies are conducted on Client requirements and in accordance with only the information provided by him, and the Provider declines any obligation of result;
- Prototypes are provided as is, and Service Provider disclaims all warranties of any kind whatsoever regarding the prototypes, use, compliance and the expected or desired results by the Client. The prototypes are provided for testing or demonstration only and are not intended to be incorporated into marketable products. If the Client nevertheless decides to resell or incorporate these prototypes to products intended for resale, he will do it at his own risk and expense and assumes all responsibility and consequences.

Article 14 – Modification of the Services

The Service Provider may, at any time and without prior notice, make any modification to the equipment provided and/or the Services that is connected with changes in technology, economic conditions or its sales policy, so long as said modification does not substantially change either the price or the quality of the materials provided and/or Services in question.

Article 15 – Ownership of documents

15.1. Ownership of documents disclosed by the Service Provider to the Client

Any documents related to performance of the Services, as well as any information of a technical or business nature that the Service Provider provides to the Client in connection with a Proposal or Order, may not be reproduced, retained or disclosed to third parties by the Client without the Service Provider's prior written authorization and shall remain the exclusive property of the Service Provider, which may reproduce, retain and disclose said documents or information to third parties for its own purposes, and the Client may not oppose this or claim any indemnity as a result, on the condition that said documents belonging to the Service Provider do not contain any confidential information of the Client.

15.2. Ownership of documents disclosed by the Client to the Service Provider

Any plans, studies, drawings, drafts, diagrams and in general any documents related to the performance of the Services, as well as any information of a technical or business nature that the Client provides to the Service Provider in connection with a Proposal or Order, may be reproduced, retained or disclosed to third parties by the Service Provider and the Client 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 16 – Intellectual property

16.1. Definitions

- **Knowledge:** includes 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 ...) and/or protected or not by such a title, as well as all the related rights.

- **Proprietary Knowledge:** refers to all Knowledge belonging to the Service Provider or the Client and/or held by the Service Provider or the Client before the start of Services or supply of the Goods and/or developed or acquired by the Service Provider or the Customer independently of the performance of the Services or the supply of the Goods.

- **Results:** includes all the Knowledge developed and/or generated in the context of the services or the supply of the Goods by the Service Provider with his only contribution, or with the staff contribution of the Client.

- **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 Intellectual property Cod) and including "sui generis" right of database producers and Copyrights related to the Software governed by the law of 3rd 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".

16.2 Ownership of Proprietary Knowledge

The Service Provider remains in all cases the owner of all Intellectual Property Rights on his Proprietary Knowledge. No communication of the Proprietary Knowledge to the Client, could be interpreted as a transfer of property. However, the Service Provider may provide the Client a right to use his Proprietary Knowledge if they are necessary for the Client to use the Results. In this case, this type of using right must be expressly provided in the Special Conditions.

16.3 Ownership of Results

Unless expressly stated in the Order or the Contract, the Service Provider remains the owner of all the Intellectual Property Rights on the Results regarding the provision of Services or Goods to the

Client, and the Service Provider remains as well the owner of all elements that allowed the realization, design and manufacture of the Goods.

In this case, the Client restrains himself from reproducing or exploiting the Results, without the express written authorization of the Service Provider which can put a financial condition to a counterpart.

Article 17 – Confidentiality

17.1. Definition of confidential information

"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 Service Provider'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 Service Provider is the owner or holder, that are disclosed by the Service Provider to the Client or obtained by the Client in any other way and that relate to the resources deployed by the Service Provider to provide the Services and, more broadly, to the fulfillment of the contract for the Services.

In order to give tangible form to information described as confidential, the Client will make every effort to formally convey information communicated to the Service Provider, notably:

- via any physical or written document marked as "confidential";
- via a digital or written document that summarizes information conveyed orally to the other party, within a brief period not to exceed 15 days, if said Confidential Information is oral;
- via any digital document marked as "confidential" that contains information directly, for example by summarizing information that was previously conveyed orally, or indirectly, in the form of a file attachment;

or by any other means by which the source and recipient of the confidential information can be objectively and verifiably determined.

17.2. Obligations

The Client agrees not to disclose the Service Provider's Confidential Information to third parties and to take all appropriate measures to ensure that such information remains secret and confidential.

In particular, the Client agrees to disclose the Confidential Information only to those members of its staff for whom such disclosure is necessary in order to monitor the Service Provider's proper performance of the Services and who are bound in writing by confidentiality and use obligations consistent with those defined in these GTCS.

The Client indemnifies the Service Provider against any unauthorized disclosure of said documents and confidential information that may be committed by one of its agents and/or by any third party with which the Client maintains a relationship.

In principle, unless otherwise specified in the Contract, any disclosure of documents and/or information by the Service Provider to the Client pursuant to performance of the Services is covered by confidentiality.

If, by law or pursuant to a court decision, the Client is required to disclose the Service Provider'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 Service Provider an opportunity to object to the disclosure.

17.3. Duration of the obligations

The confidentiality obligations set forth in Articles 17.1 and 17.2 of these GTCS shall remain in force for a period of five (5) years after the end of the Contract for services.

Article 18 – Non-solicitation

The Client agrees not to solicit or sell to the Service Provider's staff (including any Service Provider employee, personnel made available and/or executive), either directly or indirectly, that participated either directly or indirectly in providing the Services,

for the entire term of the Contract and for a period of twelve (24) months after the Contract's expiration.

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

Article 19 – Use of the Service Provider's name by the Client

For any use of the Service Provider's company name, commercial signage or brand names or those of its subsidiaries for promotional or advertising purposes, the Client must obtain the Service Provider's prior written approval.

Article 20 – Liability

20.1. Limitation of liability

The Service Provider's obligations to the Client with regard to performing the Services shall be carried out in accordance with the provisions in the Contract and in light of the information provided by the Client.

The Service Provider does not assume any express or implied obligation regarding the quality or nature of the Services other than those it accepts under the Contract.

In the event of a fault attributable to the Service Provider (or its personnel) during the performance of the Services, the Client shall, if it can show proof of direct harm actually incurred and causally linked to the proven fault, be entitled to obtain redress for said harm from the Service Provider. The Service Provider's total cumulative liability may under no circumstances exceed 45% of the price of the Service(s) that were proven to be improperly performed.

20.2. Exclusion of liability

The Service Provider may under no circumstances be held liable for damages not deriving from negligence on its part and proven by the Client, nor may be it held liable for indirect harm, financial losses (including but not limited to the loss of earnings, data, profits, contracts, business or anticipated savings) or any damage to its image (negative impact on its image or damage to its reputation).

The Service Provider accepts no express or implied liability for the use made by the Client of services that the Service Provider renders to third parties of any kind. In particular, the Client shall have sole authority to make decisions regarding the use of the Services provided by the Service Provider, and the Service Provider shall not accept any claim of any kind that is due to harm caused to any third party as a result of said use.

Any compensation for indirect damage is therefore excluded from the scope of the Service Provider's liability.

Nor shall the Service Provider bear any liability to the Client if performance of the Services defined in the Contract is delayed or prevented by the Client's failure to provide the resources, access or information that is required by the Service Provider in order to carry out the Services.

Article 21 - Termination of the Contract

21.1. Early termination

In the event of early termination of the Contract for any reason, the Client shall remain liable for the sum corresponding to the Services already provided.

21.2. Termination for breach of contract

Either party may terminate the Contract in whole or in part by sending a registered letter with acknowledgment of receipt if the other party has breached any of its material contractual obligations, on the condition that the defaulting party has not corrected the breach within a period of sixty (60) days from the written notification of the breach sent by the non-defaulting party.

21.3. Termination for initiation of insolvency proceedings against the Client

The Contract may be terminated automatically if the Client becomes the subject of a court-ordered reorganization or liquidation, after due notice is sent to the administrator, subject to the provisions of Article L. 621-28 of France's Commercial Code. The Contract may also be terminated automatically in the event of cessation of activity, dissolution or voluntary liquidation

21.4. Force majeure

The Contract shall be terminated automatically if an instance of force majeure, as defined in Article 1148 of the French Civil Code

as interpreted by the French courts, results in a delay of more than sixty (60) days in providing the Services.

21.5. Termination costs

If the Contract is terminated prior to the contractual expiration date, unless said termination results from a breach attributable exclusively to the Service Provider of its material contractual obligations, the Client will owe additional charges upon receipt of the corresponding invoice. These additional charges will include the cost of demobilizing and reassigning the Service Provider's personnel as well as the cost of demobilizing the equipment and any subcontractors used.

Article 22 – Change in control of the Client

In the event that a change in control of the Client, as defined in Article L. 233-3 of the French Commercial Code, occurs during the term of the Service Contract, and given the fact that the Client's acceptance by the Service Provider is made *intuitu personae*, the Client agrees to notify the Service Provider of said change in control in advance, and the Service Provider may then (i) decide to terminate the Contract automatically, with no compensation owed the Client, and (ii) call on the Client to return all results from the Services already provided.

Article 23 – Use of the Client's company name and trade name

The Client agrees to allow the Service Provider to use its company name and/or trade name as well as a general description of the Services provided as a reference in any promotional or informational document on the evolution and development of the Service Provider's business and/or in any published sales document and/or in any oral or written presentation, on the condition that the Service Provider does not disclose any Confidential Information on doing so.

Article 24 – Exports

In some countries, the Client may owe additional tax to the local tax authority upon receiving hardware and information. The Client

is solely responsible for payment of said import duties and tax. The Client is asked to contact its local customs office for more information prior to placing an order.

In addition, the Client agrees to comply with applicable laws and regulations in the country where the hardware that is the subject of the Services shall be used, and the Service Provider may not be held liable in that regard.

Furthermore, the Client agrees not to export the products delivered by the Service Provider to any country that is on the sanctions list maintained by the US and/or the EU.

Article 25 – Disputes and applicable law

These General Terms and Conditions of Sale are governed by French law.

Any dispute relating to the validity, performance or interpretation of these General Terms and Conditions of Sale 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 jurisdiction of the Commercial Court of Versailles, including in cases of multiple defendants.

Article 26 – Miscellaneous

26.1. Severability of provisions

The provisions in these General Terms and Conditions of Sale 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.

26.2 – 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.

26.3. Acceptance by the Client

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

26.4. 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.

CLIENT

Name of the Client:

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The Client acknowledges having read these General Terms and Conditions of Sale listed above and have expressly accepted. It also accepts the order of priorities document governing trade relations between the provider and himself stipulated in Article 1 of these Terms.

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

Name and position of the representative of the Client:

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Client's signature and stamp: