

## GENERAL TERMS AND CONDITIONS OF SALE SATT OUEST VALORISATION – UBSIDE

### ARTICLE 1. Scope

SATT Ouest Valorisation, a company registered under the laws of France as a simplified joint-stock company, with share capital of 1 000 000 euros, having its headquarters 14C rue du Pâtis Tatelin 35700 Rennes, registered under the n°753000611 at the Registre du Commerce et des Sociétés de Rennes (Rennes trade register), principal activity code 7490B (“Ouest Valorisation”), is a valorisation structure founded by several academic institutions including Université Bretagne Sud.

For the purposes hereof, “**Establishment**” refers to as Université Bretagne Sud.

Ouest Valorisation’s mission is to promote public research and develop relations between the institution and the socio-economic sector. In this regard, Ouest Valorisation provides administrative and financial management services for commercial research and development activities (the “**Services**”) carried out by the Establishment, on behalf of the Establishment under a specific agreement.

These General Terms and Conditions of Sale (the “**Conditions**”) apply to any Service performed by Ouest Valorisation and/or the Establishment (Ouest Valorisation and the Establishment are together or alone hereinafter referred to as the “**Service Provider**”) to the benefit of the Customer identified in the Quotation (the “**Customer**”).

Ouest Valorisation, the Establishment and the Client are individually referred to as a “**Party**” and collectively as “**Parties**”.

Unless otherwise agreed in writing by Ouest Valorisation, the Conditions prevail over any terms and conditions that may appear in the Customer's documents, and in particular over its general terms and conditions of purchase, in accordance with the provisions of Article L 441-1 of the French Commercial Code.

These Conditions shall remain in force indefinitely. However, the Service Provider reserves the right to modify them at any time.

When a contract is signed between the Parties and/or in the event of contradictions, the contractual documents shall prevail in the following order of priority: 1. The contract (where applicable), 2. The Quotation, 3. The Conditions.

### ARTICLE 2. Acceptance by the Customer

These Conditions are expressly agreed to and accepted without restriction by the Customer, who declares and acknowledges that they have full knowledge of them, and therefore waives the right to invoke any contradictory document or any other condition

not stipulated herein, including, without limitation, their own general terms and conditions of purchase, which shall in any event be unenforceable against the Service Provider, even if the latter has been made aware of them.

### **ARTICLE 3. Purchasing orders**

Any order for the provision of Services (the “**Orders**”) shall automatically imply acceptance by the Customer, without restriction or crossing-out, of the Quotation set up by Ouest Valorisation specifying the Services (the “**Quotation**”). An Order is valid only after acceptance by Ouest Valorisation. By accepting the Quotation, the Customer agrees to the full application of these Conditions and waives the application of its own general terms and conditions of purchase. All Orders will be executed in accordance with the terms and conditions of the Conditions.

Upon acceptance of the Quotation by the Customer, the Quotation and these Conditions will together form a contract for the Services, which will be binding on the Service Provider and the Customer. Consequently, any modification of the Services or any request by the Customer of additional Services is subject to prior written agreement by Ouest Valorisation, at his discretion. A modified Quotation, or a new Quotation specifying the terms and conditions of these modifications or additional Services, must then be drawn up by Ouest Valorisation and accepted in writing by the Client.

When a contract is signed between the Parties, the Service Provider's commitment to provide the Services is only complete and final upon signature of the contract. In the event of modifications or additional Services, an amendment to the contract must be negotiated between the Parties.

### **ARTICLE 4. Prices**

The Services are provided by the Service Provider at the prices in effect on the date the Quotation is prepared, as communicated in the Quotation sent to the Customer prior to placing the Order.

Unless otherwise agreed between the Parties, prices are given in euros, gross, excluding VAT, and will be subject to VAT at the rate applicable at the time of completion of the Services in accordance with the regulations in force. Additional travel expenses related to the Services but not initially included in the Quotation may be invoiced to the Customer as a supplement, if applicable, provided that they have been previously accepted by the Customer and upon presentation of supporting documents.

## **ARTICLE 5. Payment conditions**

### **5-1. Deposits - Payment terms**

For any Service over or equal to five thousand euros excluding tax (€5 000 excl. tax) and/or for or over a two (2)-months term, a non-reimbursable deposit is required, of the amount expressly stipulated in the Quotation. The Services will be performed when the Quotation has been accepted by the Customer, the Order has been received by Ouest Valorisation, and the deposit has been paid in full upon receipt of the invoice by Ouest Valorisation. The balance of the price of the Services is payable upon receipt of the invoices issued by Ouest Valorisation in accordance with the schedule stipulated in the Quotation, where applicable, or in the contract signed between the Parties.

Except for the deposit, all invoices are payable in full within a maximum of thirty (30) days from the date of performance of the Service by bank transfer to the account of Ouest Valorisation, the bank details of which will be communicated to the Customer.

In the event of a bank transfer, all bank charges for sending and receiving the transfer shall be borne exclusively by the Customer, in order to ensure that the payment received by Ouest Valorisation is net and equal to the total amount invoiced.

The Customer may not invoke any reason whatsoever to defer or modify the payment terms stipulated above or in the Quotation, including any dispute relating to the quality or possible non-compliance of the Services.

### **5-2. Late fees**

Pursuant to Article L 441-9 of the French Commercial Code, any sum not paid by the Customer within the aforementioned time limits shall give rise to the payment of interest on arrears for unpaid amounts, equal to [the sums due x the ECB refinancing rate plus 10 points + a fixed compensation fee for recovery costs of €40]. This interest on arrears shall be payable from the day following the payment date stated on the invoice until the date of full payment of the outstanding amounts. However, if the collection costs incurred exceed the fixed compensation, additional compensation may be required.

In addition, in the event of late payment, all sums due to Ouest Valorisation by the Customer according to the Quotation will be due after formal notice sent by Ouest Valorisation to the Customer.

Finally, Ouest Valorisation reserves the right to suspend or cancel the provision of the Services and/or to suspend the performance of the Service Provider's other obligations to the Customer until full payment has been received, without prejudice to any other remedies available to the Service Provider, including termination of the contract relating to the Services and/or an action for damages for breach, provided that such suspension shall in no way be considered a breach by the Service Provider of its contractual commitments.

### **5-3. Absence of compensation**

Unless prior written express agreement of Ouest Valorisation, and provided that the reciprocal claims and debts are certain, liquid, and due, no compensation may be validly made by the Customer between any penalties for delay in the provision of the Services ordered or non-compliance of the Services, on the one hand, and the sums due to Ouest Valorisation for purchasing Services, on the other hand.

## **ARTICLE 6. Terms and conditions for the provision of Services**

### **6-1. Deliverables**

The Service Provider shall provide the Services in accordance with the Quotation and these Conditions. It may freely subcontract all or part of the Services to a third party, provided that it informs the Client in advance.

The Client shall always cooperate with the Service Provider in the performance of the Services and shall respond without delay to any request from the Service Provider for information or samples, if necessary. The Customer shall also provide the Service Provider with any instructions, information, authorizations, materials, or decisions that may be necessary for the proper performance of the Services. The Service Provider shall not be held liable in the event that such provision by the Client proves to be inconsistent with its purpose.

Upon completion of the Services, the Service Provider shall send the Customer the Results obtained and the deliverables, in accordance with the terms of the Quotation.

Ouest Valorisation reserves the right to suspend or cancel the performance of the Services if it has not received the technical, commercial, or financial information, documents, forms, necessary materials, or samples in a timely manner, in which case the Services will be invoiced according to the agreed terms.

### **6-2. Service completion time**

The Service Provider shall endeavour to perform the Services within the estimated timeframes set out in the Quotation, which shall only commence from the date Ouest Valorisation receives the Quotation signed by the Customer, the Order and the deposit stipulated in the Quotation. Nevertheless, the Parties expressly agree that the deadlines for performing the Services do not constitute an obligation to produce a specific result and the Service Provider shall not be held liable to the Customer in the event of a delay in performing the Services of less than one (1) month. In this regard, the Service Provider shall notify the Customer of any event likely to delay or impact the performance of the Services.

Furthermore, the Service Provider shall in no event be liable for any breach of these Conditions or the Quotation, or for any loss or damage of any kind suffered by the Customer, to the extent that the performance of the Services by the Service Provider has been delayed or disrupted due to a breach by the Customer or its employees, agents, consultants, or subcontractors.

### **6-3. Completion of Services**

The Services shall be deemed completed upon receipt by the Client of the last deliverable stipulated in the Quotation. In the event that this last deliverable is a final report, the Services shall be deemed completed on the date of dispatch of this report by the Service Provider.

In order to assert its rights, if the Customer intends to contest the receipt of the Results of the Services and/or the final report, the Customer shall have a period of eight (8) calendar days from receipt to notify the Service Provider in writing of any reservations or complaints, with all supporting documents, concerning the quality of the Services. In the event of failure to comply with these formalities within the aforementioned period, the Customer shall be deemed to have fully and definitively accepted the Services and/or the final report and may no longer contest their receipt or take any action in this regard. The Service Provider shall then be released from any obligation relating to the Services.

In the event of a justified complaint regarding the performance of the Services, Ouest Valorisation shall choose, at its sole discretion, either (i) to rectify the Services (or any non-compliant part thereof) at its own expense, or (ii) to refund or issue a credit note for the price of the Services (or any non-compliant part thereof). The Customer shall have no other recourse against the Service Provider in this regard.

In any event, no dispute may be taken into consideration after the Service Provider has disposed of the samples, materials, or documents provided by the Customer.

## **ARTICLE 7. Results arising from the Services - Intellectual Property**

### **7-1. Definitions**

The word “**Knowledge**” refers to all knowledge, information of any nature and in any form, including but not limited to any information, data, knowledge, sample, model, know-how within the meaning of Article 1.i of EC Regulation No. 316/2014 of March 21, 2014, on the application of Article 101(3) of the Treaty on the Functioning of the European Union to categories of technology transfer agreements, equipment, invention, protocol, experience, method, tool design, process, procedure, technique, mechanical element, specific component, software (source code/object code), databases, plant varieties, strains, results of internal work, as well as all information relating to financial affairs, commercial programs, personnel, remuneration, strategy, agreements, assets,

customers, and competitors, whether or not they are eligible for intellectual property protection.

The word “**Background**” refers to Knowledge that one of the Parties possessed prior to the Order and/or that it generated or acquired independently of the performance of the Services and/or any improvement created, developed, or made to such Knowledge in the performance of the Services.

The word “**Result(s)**” refers to the Knowledge generated or developed during the performance of the Services, in particular any deliverables to be provided by the Service Provider to the Customer, excluding any Background held by either Party.

## **7-2. Ownership and exploitation of Results from Services**

Services on Quotation: the Results arising from the Services provided by the Service Provider are not protected by intellectual property rights and shall belong exclusively to the Customer, subject to full payment to the Service Provider of the price stipulated in the Quotation.

Services under contract: the Results of the Services provided by the Service Provider may be protected by intellectual property rights, and intellectual property and terms of use shall be in accordance with the terms of the contract.

## **7-3. Retention of ownership**

The Results of the Services remain the property of the Service Provider until full payment of the invoices. In this regard, the delivery of a bill of exchange, a bank or postal check, or any other instrument creating an obligation to pay does not constitute payment. Payment shall only be considered complete upon actual receipt of the price by the Service Provider.

## **7-4. Background**

Each Party retains exclusive ownership of its Background.

These Conditions do not imply any assignment or concession of intellectual property rights, nor any transfer of technology or communication of the Service Provider's Background to the Customer and vice versa. The Parties shall refrain from exploiting, filing and/or registering any intellectual property rights or titles relating to the other Party's Background.

## **ARTICLE 8. Personnel**

In order to perform the Services, the personnel of one of the Parties may be required to work or intervene on an ad hoc basis in the premises of the other Party. Such personnel shall then be placed under the responsibility of the host Party and shall comply with the

non-disciplinary provisions of the host Party's internal rules and regulations, provided that they are notified of such provisions by the host Party.

Nevertheless, the Party employing the personnel concerned shall always continue to be solely responsible for the remuneration, social benefits and social security contributions of the personnel concerned. Similarly, it shall be solely responsible for all social, tax and administrative obligations and shall exercise all labor law prerogatives in relation to them, with the host Party having no responsibility in this regard. The Parties expressly agree that there shall be no relationship of subordination between such personnel and the host Party, the latter having no rights or obligations as employer of such personnel. Naturally, all useful information, and particularly any essential assessment criteria, shall be provided by the host Party at the request of the employing Party.

The Parties shall ensure that their respective personnel are covered for accidents at work and work-related illness, without prejudice to any recourse against third parties liable.

## **ARTICLE 9. Confidentiality**

For the purposes hereof, “**Confidential Information**” means all Knowledge, including Background, of any technical, scientific, commercial, financial, accounting, marketing, or strategic nature held by one Party (hereinafter referred to as the “**Discloser**”), communicated directly or indirectly, actively or passively, whether oral, written and/or visual and regardless of the medium, to the other Party (hereinafter referred to as the “**Recipient**”) in connection with the performance of the Services, or of which the other Party may become aware in connection with the performance of the Services.

The methods of transmission of Confidential Information are of any kind, including simple letter, registered letter with acknowledgment of receipt, fax, e-mail; the delivery of documents, technical files, projects or the supply of materials, products; site visits, interviews between the Customer's and the Service Provider's personnel, and meetings between them.

Each Party acknowledges the importance of maintaining confidentiality of the Confidential Information received or learned by any means in the course of performing the Services and undertakes:

1. Not to disclose to any third party, or to allow or facilitate, without the express prior written consent of the Discloser, the publication or dissemination of Confidential Information;
2. Ensure that all Confidential Information is used exclusively for the performance of the Services and is not used for any other purpose whatsoever without the express prior written consent of the Discloser;

3. Not to make any copies or reproductions of the Confidential Information without the express prior written consent of the Discloser, and to return or destroy, at the request of the Discloser and/or upon completion of the Services for any reason whatsoever, any Confidential Information and any copies that may have been made thereof;
4. That the Discloser has expressly stated in writing that the information is non-confidential, or;
5. That it has developed the information independently without using the Discloser's Confidential Information or by personnel who did not have access to such Confidential Information, or;
6. That it is legally required to disclose the Discloser's Confidential Information as a result of an administrative decision or final judgment of a competent court ordering it to disclose said Confidential Information. In such case, to the extent permitted, the Recipient shall promptly notify the Discloser to enable it to oppose such order or to limit the scope of the Confidential Information disclosed. The Recipient shall ensure that the disclosure is limited to what is strictly necessary to comply with the decision in question, or;
7. That it has received written authorization from the Discloser to disclose it to a third party.

None of the provisions of the Conditions may be interpreted, either explicitly or implicitly, as granting the Recipient any right and/or title to the content of the Discloser's Confidential Information.

#### **ARTICLE 10. Warranty – Liability of the Service Provider**

The Service Provider makes no warranty and shall not be liable for (a) the Customer's use of the Results of the Services or any conclusions that the Customer may draw from such Results, and (b) the commercial, scientific, or technical success of any product, material, or sample of the Customer used in the performance of the Services or any possibility of filing or claiming intellectual property rights in relation thereto. The Service Provider further excludes any liability for any damage caused to samples or materials provided by the Customer while they were in the Service Provider's custody.

The Service Provider shall in no event be liable to compensate the Customer or any third party for any indirect damages suffered.

The Service Provider shall in no event be liable for any scientific obligations arising from the Services performed by the Establishment, which it coordinates on behalf of the Establishment.

Finally, the maximum liability of the Service Provider in connection with these Conditions and/or the Quotation, whether based on breach of contract or tort liability (including

negligence), shall in no event exceed the total amount actually paid to the Service Provider for the performance of the Services in accordance with the Quotation, except in the event of bodily injury or death.

#### **ARTICLE 11. Force majeure**

The Service Provider shall not be liable to the Customer, and shall not be deemed to have failed to fulfil its obligations hereunder, in the event of total or partial non-performance, or delay in the performance of the Services as a result of an event or circumstances constituting a case of force majeure within the meaning of Article 1218 of the Civil Code and recognized as such by the case law of French courts and tribunals.

In such cases, the Service Provider shall be released from its obligations under these Conditions and the Quotation for the duration of the event.

If that the force majeure event continues for a period of more than one (1) month, either Party may freely terminate the contract between the Parties arising from the Quotation and the Conditions.

#### **ARTICLE 12. Insurance**

In relation to the Services and these Conditions, the Parties shall, at their sole expense, subscribe to and maintain in force throughout the duration of the Services, an insurance policy covering, without limitation, their civil liability, with a solvent insurer of national repute, to cover the financial consequences of any civil liability they may incur as a result of or in connection with any damage to property or persons that may occur in the course of providing the Services. At the request of either Party, the other Party shall provide an insurance certificate detailing the coverage taken out and the amounts insured.

#### **ARTICLE 13. Termination**

Without prejudice to the other remedies mentioned herein, the Service Provider shall have the right to terminate the agreement for the Services with immediate effect, subject to written notification to the Customer by Ouest Valorisation, if the latter (a) fails to pay Ouest Valorisation's invoices on time in accordance with the terms hereof, and fails to remedy this within a maximum of thirty (30) days after receiving written notice reminding it of the unpaid invoice, (b) fails to comply with all or part of the provisions of these Conditions, or (c) is subject to insolvency, safeguard, or collective proceedings (receivership or judicial liquidation). In the event of (c), the agreement for the Services shall be terminated automatically after formal notice has been sent by registered letter with acknowledgment of receipt to the administrator/liquidator and has remained

unanswered for more than one (1) month, subject to the provisions of Articles L 622-13 and L 641-11-1 of the French Commercial Code. The agreement for the Services shall also be terminated automatically in the event of the Customer's cessation of business, dissolution, or amicable liquidation.

## **ARTICLE 14. Withdrawal of samples, materials, and documents**

### **14-1. Supply**

The Customer shall manage the supply of the necessary raw materials and consumables, in sufficient quantity and quality to enable the Services to be performed, for materials and consumables that are not indicated as being purchased by the Service Provider in the Quotation.

### **14-2. Intellectual property**

The Customer declares and guarantees to the Service Provider that it freely and unreservedly holds all intellectual property rights or authorizations relating to the products, materials, and samples that will be supplied to the Service Provider for the performance of the Services.

### **14-3. Risks and compliance**

The Customer declares and guarantees to the Service Provider that the products, materials, and samples it provides to the Service Provider for the performance of the Services are not toxic and do not present any material or physical danger in relation to their use, processing, storage, and, except where applicable, any mention or notification appearing in a user manual that the Customer has provided to the Service Provider at the same time. This user manual must expressly stipulate the toxic or hazardous characteristics of the products, materials, and samples and provide all clear and precise instructions necessary for the safe processing, use, storage, and destruction of these products, materials, and samples in order to avoid any risk.

### **14-4. Indemnification**

As a result of the Customer's statements, the Customer agrees to indemnify the Service Provider, its employees, representatives, and subcontractors for any damage, consequence, action, or dispute related to any inaccuracy in its statements or in connection with (i) any action or claim of any intellectual property right by a third party concerning the products, materials, and samples provided by the Customer and/or (ii) any damage suffered during the use, processing, storage or destruction of the Customer's products, materials and samples, despite the Service Provider's compliance with the instructions contained in the user manual provided by the Customer.

### **14-5. Removal**

Any remaining products, materials, and samples, as well as documents provided by the Customer either for the preparation of the Quotation or for the proper performance of the Services, shall be kept at the Customer's disposal for a period of three (3) months following completion of the Services. They may be removed by the Customer or shipped at the Customer's expense during this period. After this period, they shall be deemed abandoned and the Service Provider shall be entitled to consider them as waste to be destroyed. Samples considered toxic or dangerous shall be returned to the Customer or destroyed by approved companies, at the Customer's sole expense.

#### **ARTICLE 15. Protection of Personal Data**

The terms "Personal Data," "Processing," "Data Controller," and "Data Processor" shall have the meanings given to them in Article 4 of the European Data Protection Regulation No. 2016/679 of April 27, 2016 (hereinafter referred to as the "GDPR").

For any Processing of Personal Data carried out within the framework of the Conditions and the Quotation, each Party declares and guarantees to the other Party that it will strictly comply with the GDPR.

When a Party carries out Processing of Personal Data belonging to the other Party within the framework of the Conditions and the Quotation, or allows a third party to do so, it undertakes to (i) implement the technical and organizational measures necessary to ensure the protection of the Personal Data held against unauthorized access, breach, loss, unauthorized disclosure, or accidental destruction, and (ii) alert the other Party if any of these events occur, so that the other Party can alert the individuals concerned. Where applicable, it shall instruct the third party to comply with the GDPR and ensure that it does so.

Notwithstanding the foregoing, when a Party processes Personal Data on behalf of another Party and on its instructions, the former shall be considered a Data Processor. In this case, the Parties undertake to enter into an agreement that will define the purpose and duration of the processing, the nature and purpose of the processing, the type of personal data and the categories of data subjects, and the obligations and rights of the Data Controller.

Notwithstanding any provision to the contrary, the Parties shall not incur any contractual liability under the Conditions and the Quotation to the extent that compliance with the GDPR would prevent them from performing any of their obligations under the Conditions.

### **ARTICLE 16. Disputes**

Any disputes arising from the Services, these terms and conditions, or the Quotation, concerning their validity, interpretation, execution, performance, consequences, and repercussions, shall be submitted exclusively to the competent French courts.

### **ARTICLE 17. Applicable law – Language**

By express agreement between the Parties, all provisions of these Conditions, the Quotation and the performance of the Services by the Service Provider for the benefit of the Customer shall be subject exclusively to French law.

### **ARTICLE 18. Entire Agreement**

The terms and conditions set forth in the contract, if any, in the Quotation, and in these Conditions comprise the entire agreement between the Parties and supersede and replace any other agreement, commitment, discussion, or negotiation between them, whether written or oral.