

GENERAL SALES CONDITIONS

SATT CONECTUS ALSACE

Registered at the RCS of Strasbourg under the number TI 539 210 559

Represented by its President, Mrs. Caroline DREYER

Hereinafter referred to as « CONECTUS »

Acting in its own name and in the name and on behalf of:

Name of the Shareholder

Definitions

“**AGREEMENT**” including special conditions hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all oral and/or written communications or understandings relating to the subject matter hereof.

“**CONFIDENTIAL INFORMATION**” means all information disclosed by a Party in connection with the PROGRAM and marked or identified as confidential.

“**PROGRAM**” means the project as described in the special conditions attached.

Entry into Force

The AGREEMENT enters in force when general sales conditions and special conditions have been delivered to CONECTUS signed by the legal representative of the customer and in original form, for the duration mentioned in the Special Conditions.

Object

The performance of this PROGRAM under this AGREEMENT is delegated to the Shareholder which shall make available its researchers' know-how, shall use the appliances and equipment required for the good performance of the PROGRAM and shall devote the necessary time and care in carrying it out in order to obtain the maximum result bearing in mind the present state of science and techniques.

Modifications

All modification of this AGREEMENT, including all extension, shall be the subject of an amendment to the special conditions signed by the authorized representatives of the Parties, which will be integrated in this AGREEMENT.

Obligation of result

This AGREEMENT constitutes for the Shareholder an obligation of result which shall be limited to what have been provided for in the special conditions.

Invoices

The customer shall pay to CONECTUS a price mentioned in special conditions attached.

The payments shall be made within thirty (30) calendar days following receipt of an invoice, drawn up by CONECTUS. All payments shall be made to the following account of SATT Conectus Alsace - Shareholder:

Banque de l'Economie 6 rue de Berne Espace Européen de l'Entreprise 67300 Schiltigheim	IBAN: BIC:
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In case of late payment, a penalty shall be automatically due without a recall being necessary, at an interest rate equal to three times the French legal interest rate, and the bearing of the recovery costs.

The budget should be used by the Laboratory until exhaustion of the money without time limit and obligation of furniture of written proofs.

Confidentiality

The customer, the Shareholder, CONECTUS, each of their staff, and every person recruited for the execution of the PROGRAM, shall consider the PROGRAM, and all the knowledge and information received directly from the other Party during this AGREEMENT, as CONFIDENTIAL INFORMATION. Without the prior written consent of the disclosing Party, the receiving Party may not use this information outside the execution of the PROGRAM, on behalf of (a) third part(y)(ies) and/or allow the use of this information by (a) third part(y)(ies).

This confidentiality undertaking is valid for the whole term of the present AGREEMENT and shall persist when said AGREEMENT ends, for whatever reason, for a period of two (2) further years.

Intellectual property

The customer is the exclusive owner of all results or data received during the performance of the PROGRAM without any innovative activity and shall have the right to use the results of the PROGRAM in any manner deemed appropriate to the COMPANY business interests.

The Shareholder may freely use the results of the PROGRAM for its own research provided the Shareholder assumes all confidentiality obligations hereabove.

However, methods and know-how used or developed by the LABORATORY to carry out the PROGRAM, remain the property of the Shareholder which will be free to use, protect, transmit, publish, and exploit them.

Warranties - Liability

The results are provided without any warranty, express or implied, including without limitation any implied warranty of merchantability or fitness for any particular purpose or any warranty that the use of result will not infringe or violate any patent or other proprietary right of any third party.

The customer agrees to indemnify, defend and hold harmless the Shareholder and CONECTUS from and against any damages, costs or expenses related to any loss, third party claim, injury or liability, which may arise from customer's use of the results.

Termination

This AGREEMENT may be terminated as of right by either Party in the event of non-performance by the other Party of one or more of the obligations laid down in its various clauses.

Such a termination shall only become effective two (2) months after the complaining Party has sent a registered letter with acknowledgement of receipt setting forth the reasons for the complaint, unless within this time limit the defaulting Party has fulfilled its obligations or brought the evidence of an obstacle further to an event of force majeure.

In case of early termination, the overall remuneration owed to CONECTUS on behalf of the Shareholder shall correspond to the services rendered in compliance with this AGREEMENT and, as the case may be, the services required to terminate the works in progress, that shall be defined by mutual agreement, as well as the amounts irrevocably incurred by CONECTUS in the framework of this AGREEMENT prior to notice of its termination.

Litigation

This AGREEMENT shall be governed by the laws of France.

The Parties shall favor the friendly settlement of disputes which may arise in connection with the implementation and / or interpretation of the Agreement out of court.

In case of persistent disagreement that is not resolved within forty-five (45) days following notification from the complaining Party, the Parties shall submit their dispute to the French "Médiateur de l'Innovation" nominated by the French Ministère de l'Economie.

Any controversy which cannot be settled in accordance to the above provision shall be submitted to the French competent court.

Personal data protection

Any personal data in accordance with the GDPR collected in the framework of this AGREEMENT and required for processing and managing the AGREEMENT, shall be carried out under the responsibility of CONECTUS.

In accordance with the applicable regulation, and in particular General Data Protection Regulation n°2016/679, known as regulation on the protection of natural persons with regard to the processing of personal data, individuals whose personal data have been collected from the AGREEMENT and analysis of the AGREEMENT have the right of access, rectification, erasure and objection. Any of these rights may be exercised by sending a mail to the following address: dpo@satt.conectus.fr at CONECTUS.

Finally, individuals have the right to lodge a complaint to the "Commission Nationale de l'Informatique et des Libertés" (CNIL).

Paraphes précédés de la mention "Lu et approuvé" / Initials with « Agreed and accepted »: