



GENERAL PURCHASE CONDITIONS

(« GPC »)

GOVERNING ANY ORDER PLACED BY CONECTUS

1. Recitals

The purpose of the GPC hereby is to frame the contractual relationships between Conectus and the supplier for the products ("Product") or the intellectual service ("Study") defined in Appendix 1 and 2.

Under the GPC hereby, « the Supplier » means Conectus' contractual partner.

2. Object, content and technical specifications

All purchases made by Conectus shall be compulsory formalized in a purchase order referring to the Technical Specifications (Appendix 1), and Financial Specifications (Appendix 2), as well as the implementing rules. This purchase order is referred as "Particular Purchase Conditions" ("PPC").

3. Execution, delivery and delay

The implementing period shall start from the receipt of the order by the Supplier.

The Supplier undertakes to deliver the Products and/or the Studies in compliance with the quantity and quality requirements and at the time and place set in Appendix 1 and 2.

The deadline for the Products and/or the Studies delivery ("Deliverables") and in particular, for the submission of any tangible document, expected and arising from the Study implementation in accordance with Appendix 1, shall not be modified without the prior and written consent of Conectus. The Deliverables may be written in English or in French. This Agreement is governed by French law. In case of discrepancies between the French version and the English version of this Agreement, the French version shall prevail. In the event of non compliance with the deadlines, Conectus shall be entitled to apply penalties for delay equal to 5% of the total VAT excl. amount of the order, per calendar week of delay, starting from the due date for the submission of the deliverables as described in Appendix 1. These penalties are calculated over the total, VAT incl. amount of the Study or the Product delivery. They shall start running from the due date for the deliverable until its receipt by Conectus.

The Supplier undertakes to promptly inform Conectus of any delay or difficulties encountered for the Products and/or the Studies delivery. In such cases, the Supplier may submit to Conectus, solutions, technical evolutions, as well as their associated costs. In any case, any change or evolution of the expected Studies or Products in compliance with Appendix 1 (delays, prices, performances ...), requires a prior and written approval from Conectus before the launching of the works. This approval needs to comply with the formalities set in Appendix 3 and shall refer, if necessary, to the evolution of the associated costs and consequences on the deadline for the submission of the Deliverables associated to the Studies. In such a case and the event of disagreement, Conectus shall have the option of terminating these terms and conditions in accordance with article 10.1.

At the end of the work, or in the event of early termination, the Supplier undertakes to return to Conectus any material remaining and non-used for the implementation of the work including, any material which Conectus requires the return in compliance with Appendix 1, within one (1) month after the completion of the work.

4. Product and/or Study prices

Unless otherwise stated in Appendix 2, the price are in euro, definitive, nonreversible and all fees included, in particular : travel, packaging, and unloading expenses, customs clearance, insurance fees, taxes, charges, except for VAT.

Travel and accommodation expenses related to the implementation of the GPC hereby are the Supplier's exclusive responsibility.

Each invoice shall be issued by the Supplier, at the date of the unreserved acceptance by Conectus of Products or Studies.

The invoices from the Supplier shall refer to all the compulsory legal notice, as well as the one required by Conectus and shall be sent to the billing address set in Appendix 2.

Payments shall comply with the requirements set in Appendix 2 dealing with the payment time, the amount owed are paid within thirty (30) days starting from the receipt of the related invoice.

Any payment delay for the Supplier's invoices on their due date shall cause late payment interest equal to three (3) times the statutory rate in effect.

5. Subcontract

The proper implementation of the Products or Studies order is the exclusive responsibility of the Supplier. The Supplier cannot subcontract to a third party, part or the whole implementation of the order, without prior and written consent of Conectus. In that case, the Supplier is the only one liable for the negligence of its subcontractor and shall take responsibility for any damage caused to Conectus. The Supplier also undertakes to obtain all intellectual property rights from the results generated by the subcontractor.

The Supplier shall refrain in any manner from, giving, transferring part or all intellectual property rights arising from Products or Studies order without the prior and written consent of Conectus.

6. Material transfer

In the case where the implementation of the work implies a transfer of a material belonging to Conectus, the Supplier undertakes to use this material for the sole purpose of the work, and shall refrain from giving or transferring the material to a third party without the prior consent of Conectus, using the material on human beings, or for clinical tests and shall use the material in accordance with applicable laws and regulations.

7. Intellectual property

Conectus owns all the results, information, data, materials (original and/or arising from the Studies, Products including the deliverables –documents and contents-) as defined in the Appendix 1, and obtain in the frame of the Studies.

Where the Studies include the delivery of software, the intellectual property rights on the software including, the executable code, source code, and the related (auxiliary and user) documentation remain the property of Conectus.

However, the methodology and know-how used or developed by the Supplier for the purpose of the Study shall remain the property of the Supplier who will be free to protect, transfer, publish and exploit them. The ownership transfer and the risks in relation to the Products and the Studies shall occur at the date of their unreserved receipt by Conectus.

The economic rights regarding the results (including the deliverables), i.e the reproduction rights, adaptation rights (including modification and translation), representation rights, shall be exclusively and automatically transferred as and when they are realized, on any format known and unknown to this date to Conectus, for the whole world and, for the entire term of the legal protection of the result in compliance with the applicable law. The price of this intellectual property rights transfer is included in the price of the Studies.

It is agreed between Conectus and the Supplier that the provisions hereby prevail over any contrary statement from the Supplier and in particular contained in the deliverable submitted to Conectus.

Conectus shall be entirely free to decide to protect, undertake or to sponsor the exploitation of the result of the Studies, patents and any related intellectual property right in accordance with the terms and conditions it shall determine.

Additionally, the Supplier shall refrain from industrially and/or commercially exploiting the results of the Studies, communicating, and/or transferring the results obtained by or for Conectus to any third party, for any reasons whatsoever.

8. Confidentiality

The Supplier, its subcontractors, Conectus, each member of their staff including staff hired for the implementation of the order will consider the Project as described in Appendix 1, as well as any

information, knowledge, that will be exchanged and communicated for the purpose of the Products and/or Studies delivery, directly and indirectly between them, whatever the form as confidential (hereafter the "Confidential Information").

The Supplier shall refrain from publishing, or communicating any Confidential Information provided by Conectus for the purpose of the Project, and including the results arising.

This obligation of confidentiality shall apply during the entire implementation period of the Studies and shall remain in effect following the termination of this agreement for a period of five (5) years. Conectus and the Supplier agree that the exchanged Confidential Information will be used for the sole purpose of the supply or the receipt of the Products or Studies.

In any case, this obligation of confidentiality shall not apply to Confidential Information (i) which are available to the public, at the time of their disclosure, or are in the public domain through a third party acting in good faith as well as, (ii) which are already known by the receiving Party, when the contract hereby enter into force, written evidence may be provided; (iii) which are independently and in good faith developed without any access to the Confidential Information; (iv) which are received from a third party having a legal right to make such a disclosure, written evidence may be provided; (v) which are required by law, or regulation compelling a Party to disclose the Confidential Information; and (vi) which are required by court with a lawful authority ordering a party to disclose the Confidential Information. In such a case, the Party subject to the order shall promptly inform the other Party which may appeal the decision.

9. Liability and warranties

The Supplier shall remain solely liable for the proper implementation of the order under its responsibility and, undertakes to deploy all the care and diligence necessary for the proper implementation of the order in accordance with the conditions and time indicated in Appendix 1. The Supplier shall exclusively bear all the risks and costs related to the total or partial non-performance of the order.

If a Study needs to be performed again due to its non compliance with the requirements set in the Scientific Appendix, a deterioration, a loss or a theft of the equipment ("the Event"), the Supplier undertakes to reimburse Conectus for the total amount paid until the occurrence of the Event and, without prejudice to the payment of damages owed by the Supplier and other possible remedies, as the compensation of Conectus' damages because of the Event.

The Supplier declares and warrants, to the best of its knowledge and at the time of the signature of the GPC hereby, the Products or the Deliverables, do not infringe intellectual property rights or any other rights belonging to a third party.

The Supplier warrants to Conectus the legal provisions governing the sale contracts in term of legal eviction, hidden defects and undertakes to deliver the Products (software including) in accordance with articles 1614, 1625 and 1641 and following of the French Civil Code. Nevertheless, the Supplier shall not, whether expressly or implicitly, warrant the commercial exploitation of the result by Conectus.

The Supplier owed to Conectus an obligation of result and shall take the entire responsibility for the Studies and/or the Products.

In case of material transfer, the Supplier accepts the material as it stands. Conectus does not, expressly or implicitly, warrants the use and/or the quality of the material or its fitness for a particular purpose or against any offense.

10. Termination

10.1 Total or partial non-performance

In the event of failure, by the Supplier, to comply with one or more of its obligations, Conectus may terminate, as of right, the order. Termination shall not be effective until one (1) month after Conectus has sent an unsuccessful letter of formal notice, unless if within that period of time the Supplier is able to provide evidence that it has met its obligations or the failure is due to force majeure.

This right of termination does not relieve the Supplier from meeting with its obligations until the effective date of the termination.

In case of partial or total non-performance, the Supplier undertakes to reimburse Conectus for all amounts paid, until the date of the notification of the termination by Conectus. Nevertheless, it is understood between the Supplier and Conectus the provisions of the article 1229 and following of the French Civil Code are applicable under the same formalities described above.

10.2 Unilateral termination by Conectus

Regarding the money invested by Conectus for the purpose of the Project, Conectus reserves the right to terminate the Project and as a matter fact the order, at its own discretion. Thus, and in the event of early termination of the Project, the GPC hereby will end within fifteen (15) days following the mailing of a register letter with acknowledgement of receipt. In such a case, the Parties shall meet to determine the Supplier's total remuneration, taking into account the tasks performed in compliance with the requirements set hereby, the necessary tasks to end the remaining works shall be jointly defined, as well as the expenses incurred irrevocably by the Supplier in the frame of the terms and conditions hereby and before the notification of its termination.

10.3 Termination by agreement between the Parties

At any moment, Conectus and the Supplier shall jointly decide to terminate in advance the order and the terms and conditions hereby. In this case, they will decide by mutual agreement the termination of the order.

10.4 Survival

In case of termination by one of the Party for any reason whatsoever and unless otherwise specified, the following clauses and obligations will remain effective after the termination, the cancellation or the expiry, and shall remain in effect for the time of their duration / protection: Article 7 - Intellectual Property; Article 8 - Confidentiality; Article 10 - Termination; Article 11 - Dispute Resolution and Applicable Law.

11. Dispute Resolution and Applicable Law

The GPC hereby are governed by French law. In the event of dispute arising from the interpretation or implementation of the GPC hereby, Conectus and the Supplier shall endeavor to find an amicable settlement out of court. In case of persistent dispute, the case shall be submitted to the competent jurisdiction of Strasbourg.

12. Miscellaneous

It is understood between Conectus and the Supplier, the provisions hereby shall prevail over any general sale terms and conditions from the Supplier, and shall substitute any statement, negotiation, undertakings, oral or written communication, acceptance, understandings, and prior agreement between the Supplier and Conectus, in relation to the provisions to which the GPC apply or provide. The GPC may be supplemented by the PPC. In case of contradictions between the provisions of GPC and PPC, the PPC provisions prevail. In case of divergence between the French version and the English version of this agreement, the French version prevails.

Initials followed by the mention « read and approved »

Supplier