

GENERAL TERMS & CONDITIONS

Reference CGV-EASii PROD - June 2021

These General Terms and Conditions shall apply to all EASii PROD sales worldwide.

ARTICLE 1: DEFINITIONS

In the Contract, the following terms shall have the following meanings, when used either in the singular or in the plural:

1.1. "EASii PROD" shall mean the French company EASii PROD SAS, with its head office at 90 Avenue Leon Blum, 38100 Grenoble, France and all companies affiliated with it including but not limited to subsidiaries.

1.2. "Affiliated companies" means any corporation or other legal entity which, either directly or indirectly, now or hereafter, controls, is controlled by, or is under common control with, a Party; provided that for purposes of this definition, "control" means the ownership of greater than fifty (50%) of the voting rights of such entity entitled to vote for the election of directors or an equivalent governing body, and provided further that such entity is deemed an Affiliate only for so long as such control exists.

1.3. "Client" shall mean the natural or legal person ordering Products and Services from EASii PROD.

1.4. "Contract" shall mean these General Terms and Conditions, all agreements to which they apply, and all Orders, appendices and other documents related to them.

1.5. "Collaborators" shall mean all employees, agents, subcontractors, associates or directors.

1.6. "Creations" shall mean all intellectual productions created by EASii PROD or its Collaborators, regardless of the nature, medium or form. These creations shall include, but are not limited to, all Products, documents and manuals, tables, graphics, diagrams and software.

1.7. "Engineering Product" shall mean the Product prototypes delivered by EASii PROD to the Client and identified by EASii PROD as a Product prototype.

1.8. "Force Majeure" shall mean circumstances beyond the control of the parties that lead to the impossibility to perform one or more obligations arising from the Contract. Examples of Force Majeure include, but are not limited to, acts of war and terrorism, strikes, fire, flood, storms, explosions and other natural disasters.

1.9. "General Terms and Conditions" shall mean the present terms and conditions as well as any amendments thereto made in accordance with Article 10 of the same.

1.10. "Intellectual Property" shall mean all trademarks, rights to corporate and trade names, models, designs, patents, copyrights, *sui generis* database rights, rights to know-how and any other present or future intellectual property rights (registered or unregistered), as well as all requests to acquire the above-mentioned rights and all other rights intended to protect or have a similar effect to any of the abovementioned rights, throughout the world.

1.11. "Order" shall mean all orders for Products placed by the Client or its Collaborators with EASii PROD.

1.12. "Price List" shall mean the quotation for Products applicable at the time of entering into the Contract, as issued or amended from time to time by EASii PROD in accordance with Article 8 of the present terms.

1.13. "Products" shall mean the product(s) defined in the Contract to be delivered by EASii PROD to the Client.

1.14. "Services" shall mean the services (consulting services, electronics development services, ASIC development services...) defined in the Contract to be delivered by EASii PROD to the Client.

ARTICLE 2: PERFORMANCE OF THE CONTRACT

2.1. An agreement between EASii PROD and the Client shall enter into effect as from written acceptance of the Order by representative of EASii PROD. EASii PROD is not legally bound to conclude any agreement pursuant to negotiations.

2.2. Notwithstanding the terms and conditions set forth in any document from the Client, the Client agrees that EASii PROD's acceptance and confirmation ("Order Confirmation") of Client's order in writing constitutes (i) Client's acceptance of the Terms and Conditions and (ii) Client's agreement that none of the terms and conditions contained in any document from Client shall apply, unless such term or condition has been expressly and duly accepted in writing by EASii PROD.

ARTICLE 3: DELIVERY AND DELIVERY TIMES & QUANTITIES

3.1. Delivery of the Products shall be ex works at EASii PROD's place of business in accordance with INCOTERMS 2020, unless otherwise agreed in writing. The Client shall bear all costs and risks in connection with transport of the Products.

3.2. Delivery times announced by EASii PROD for Products and Services are for information purposes only and are not guaranteed. Failure to meet a delivery deadline shall confer no right to cancel an Order or to claim damages of any kind.

3.3. EASii PROD may make deliveries on consignment and invoice each delivery separately.

3.4. Delivered quantities may vary from plus or minus 5% from the ordered quantities. This potential variation is due to production constraints., being agreed that:

- a. Invoicing and payment will be based on the actual deliveries, and
- b. this variation shall not give the right to Client to reject or contest the deliveries completion.

ARTICLE 4: INTELLECTUAL PROPERTY RIGHTS

4.1. The sale of the Products shall not be construed as conferring any assignment of title by EASii PROD to Client in any of Intellectual Property Rights related to or embedded in the Products, however Client is granted an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to incorporate Products from Supplier into finished goods or systems such that Client and its customers may use, offer to sell or sell such finished goods or systems to Client's customers, excluding any other rights, such as the right to sell the Products "as is".

To the extent that software is embedded in a Product or in an Engineering Product, the sale of such items shall not be construed as a transfer of ownership rights or title in the software to the Client, but shall only imply a non-exclusive, non-sublicensable, and non-transferable license under the Supplier's IP Rights to use such Software as embedded in the Products.

The Client shall not:

- (i) modify, adapt, alter, translate, or create derivative works from any software embedded in or provided by the Supplier in conjunction with any Products; or
- (ii) assign, sublicense, lease, loan, transfer, disclose, or otherwise make available such software not embodied as part of the Product; or
- (iii) merge or incorporate such software with or into any other software; or
- (iv) reverse assemble, decompile, disassemble, or otherwise attempt to derive the source code for such software without written authorization from the Supplier or
- (e) otherwise use such software.

4.2. In order to allow future modifications to software developed by EASii PROD as part of the Creations associated to Products, EASii PROD shall keep a copy of the designs related to an Order for a period of four (4) years following the execution of that Order.

ARTICLE 5: GUARANTEES, CONFORMITY AND LIABILITY

EASii PROD

5.1. EASii PROD does not guarantee, nor shall it be held liable for, Products delivered in the scope of the Contract including without being limited thereto direct or indirect damage caused by (i) obsolescence or inadequacy of the Product(s) due to changes in the Client's needs/demands, (ii) all Products shall be provided AS IS WITHOUT WARRANTY OF ANY KIND and EASii PROD makes no, and expressly excludes and disclaims any, warranty, whether express, implied or statutory, including without limitation any warranty or condition of merchantability or fitness for a specific purpose or application or any warranty of non-infringement.

Yet, in the event that the Products will be confirmed to infringe third party's intellectual property rights, as rendered by a final judgment or decision, such situation preventing from using or integrating the Products in Client's own products, EASii PROD will accept the return of such Products and reimburse the Buyer for such Products up to a maximum equal to the amount paid by the Buyer to the Seller for such Products, excluding any other rights and remedies to Client.

5.2. EASii PROD warrants that the Products shall be free from defects in raw materials or manufacturing for a period of twelve (12) months following delivery, such duration being limited to six (6) months for the boards, with the exception of defects resulting from ordinary wear and tear, negligence, wrongful handling and maintenance, accidents or any act that cannot be attributed to EASii PROD (the "Defects"). This warranty is limited to the replacement of defective parts.

5.3. EASii PROD shall not be bound by any warranty if the Client fails to notify it by registered mail of the existence of a Defect within two weeks following the discovery thereof.

5.4. Regardless of the nature, basis for or modalities of an action against EASii PROD or its Collaborators, the compensation owed to the Client to make good the damage it sustained may not exceed the Price paid by the Client for the Products which form the subject matter of the complaint.

The Client

5.5. The Client shall be solely liable to itself and third parties (with the exception of EASii PROD) for use made of the Products delivered by EASii PROD. The Client is aware that the Products are not designed, manufactured or intended for use as on-line monitoring equipment in hazardous environments requiring failsafe performance, such as the operation of nuclear facilities, aircraft navigation or communication systems, mass transit, air traffic control, direct life-support machines, or weapon systems, where failure of the Product could result directly in death, personal injury or severe physical or environmental damage.

The Client acknowledges that use of EASii PROD's Products in such applications is fully at the risk of the Client and that the Client is responsible for verification and validation of the suitability of EASii PROD's Products in such applications. The Client agrees that EASii PROD is not and shall not be liable for any claim or damage arising from the use in or with such application. The Client agrees to indemnify, defend and hold EASii PROD harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use.

5.6. The Client shall not sell, transfer, export or re-export any EASii PROD Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use EASii PROD Products or technology in any facility which engages in activities relating to such weapons, unless EASii PROD has given its prior written approval of such sale, transfer export or re-export. The foregoing applies to all uses and applications violating national or international prohibitions in particular from embargos or international regulations.

ARTICLE 6: TERMINATION

6.1. Either party shall have the right to terminate the Contract immediately, with a 30 days written notice in the event that:

- a. the other party is subject to recovery, bankruptcy or dissolution proceedings or discontinues its business, for any reason whatsoever;
- b. an event of Force Majeure, as described in Article 9 of the present terms, persists for more than one (1) month.

6.2. Either Party may terminate this Contract upon written notice to the other Party if the other Party commits a material breach in the performance of any obligation hereunder and does not correct such breach within thirty (30) days after receipt of a written notice demanding the defaulting Party to cure such breach

6.3. Without prejudice to any other rights mentioned in this article, EASii PROD shall have the right, if it terminates the Contract on any of the grounds contained in Article 6.1, 6.2 or 6.3 above, to claim immediate payment for the Products from the Clients.

ARTICLE 7: DUTY OF CONFIDENTIALITY

7.1. Each party undertakes to consider as confidential and not to disclose any information indicated as confidential by the other party and of which it learns in any form in the scope of performance of the present Contract. With respect to confidential information provided to the other party orally or visually during meetings, the party receiving the information must be informed of its confidential nature at the time it is provided. The disclosing party must confirm in writing that it informed the other party that the information it received was confidential within thirty (30) calendar days following the oral or visual disclosure. The following shall in any event be considered confidential: any designs and codes underlying the final designs and codes of the Products. Each party shall remain the holder of any confidential information provided to the other party.

7.2. The following shall not be considered confidential:

- a. the existence of the Contract;
- b. information belonging to the parties that is made public by the parties themselves;
- c. information legally obtained from a third party that is not bound by a duty of confidentiality or statutory right;
- d. information known or developed by one of the parties prior to its transmission in the scope of the Contract, as evidenced by prior written documents;
- e. information that entered the public domain during prior communications or subsequently, without the intervention or fault of the receiving party.

7.3. Each party undertakes to take all necessary measures to preserve the confidential nature of the information, notably by:

- a. not revealing, in whole or in part, orally or in writing, confidential information to anyone except Collaborators of the parties that need to know the information in order to perform the Contract; these persons shall be informed of the content of and obligations stemming from the Contract, and each shall be held liable for any breach committed in this respect by any of its Collaborators; upon request, either party can be forced by the other to supply the names of those persons with access to confidential information;
- b. not revealing confidential information to any third party except with the other party's express prior consent in writing, unless otherwise provided in the Contract;

- c. not using confidential information in any situation other than to achieve the purpose and in the hypothetical cases mentioned in the Contract;
- d. returning to the other party or deleting, at its choosing and as soon as possible upon request, any document, copy, note, recording, memorandum or other writing from that party containing confidential information;
- e. in the event a court or administrative order is issued to disclose, in whole or in part, confidential information belonging to the other party, by informing the other party within 24 hours from learning of the aforementioned order; the disclosing party undertakes to provide only information it is legally obliged to reveal and shall ensure that the information is treated as confidentially as possible.

7.4. This duty of confidentiality is valid for the entire duration of the Contract and for five years thereafter, regardless of the cause of termination.

ARTICLE 8: PRICES, PAYMENT AND TAXES

8.1. The Price List or special terms and conditions, if applicable, shall specify the prices applicable to the Products supplied by EASii PROD to the Client. The quotation is valid for a period of thirty (30) days.

8.2. All taxes and duties shall be charged in addition to the rate in effect on the invoice date. Invoices are payable within thirty (30) calendar days after invoice date, net and without discount.

8.3. EASii PROD reserves the right to apply penalties for late payment of undisputed amounts for more than 30 days as defined by the agreed Purchase Order. If any, the overdue amounts will be increased by interest value, computed from the date that the amount is due until payment is made in full at an annual rate equal to the three (3) month London Inter-Bank Offered USD Rate ("LIBOR USD"), plus five points. EASii PROD shall have the right to suspend shipment of further Product in the event of overdue payment on outstanding invoices.

8.4. Payments made by the Client shall first be used to cover the late-payment interest referred to under Article 8.4. and then to damages under Article 8.5.

8.5. EASii PROD shall maintain ownership of the Products until they are paid for in full.

ARTICLE 9: FORCE MAJEURE

9.1. Neither party shall be held responsible for breach of contract or late performance by the other party of an obligation that forms part of this Contract due to an event of Force Majeure, provided the party in question took all necessary measures in order to limit the effects of the event of Force Majeure.

9.2. The Contract shall be suspended for the entire duration of the event of Force Majeure. However, if the event of Force Majeure lasts for more than one (1) month, the parties shall be allowed to apply Article 6.1.b. of the present terms.

9.3. Each party shall inform the other in a detailed manner of the occurrence of an event of Force Majeure, as soon as it becomes aware thereof. Such notice shall be sent by registered mail within fifteen (15) days following the occurrence of the event of Force Majeure.

ARTICLE 10: AMENDMENT OF THE CONTRACT

10.1. An amendment shall be valid only insofar as it has been accepted by both parties.

ARTICLE 11: INSURANCE

The Client shall take all necessary steps to protect EASii PROD from liability under the Contract. Proof of insurance policies shall be provided immediately upon request.

ARTICLE 12: GENERAL REMARKS

11.1. Unless specified otherwise, all notices from one party to the other shall be valid if sent by regular mail or by fax

(the parties mutually agree to consider these means valid until further notice).

11.2. If any clause or provision of the Contract is declared invalid, this shall not render the entire Contract null and void. In this case, the parties shall work together to find with a new clause or provision as soon as possible that most closely approximates the invalid clause or provision.

11.3. This Contract is concluded between two independent legal entities, neither of which has the power or capacity to represent or bind the other with respect to third parties.

11.4. The article headings are for information purposes only and do not form part of the clauses of the Contract, nor do they alter the content of the articles they precede or affect their interpretation in any way.

11.5. Failure of a party to perform under this Contract or to seek to enforce performance of a clause or provision in this Contract by the other party shall not be interpreted as negligence (actual or future), nor shall it affect the ability of either party to claim under any of these clauses in any way.

11.6. Unless otherwise provided herein, Articles 4, 5, 7 11 and 13 shall survive termination of this Contract, for any reason whatsoever.

ARTICLE 13: DISPUTE RESOLUTION

12.1. The parties undertake to take all steps necessary to reach an amicable settlement to any dispute concerning the validity, interpretation or performance of this Contract. Except for the right of each party to seek emergency measures, no judicial proceedings can be initiated before the parties have concluded in good faith that amicable settlement of the dispute through negotiation is unlikely. Nevertheless, if the parties have not reached this conclusion after a period of two (2) months from the start of negotiations, they shall regain the right to resort to judicial relief.

12.2. Any disputes arising out of or in connection with the validity, interpretation or performance of this Contract which cannot be resolved amicably shall be submitted to Commercial Court of Grenoble. The place of arbitration shall be Grenoble, France and the proceedings shall be conducted in French.

12.3. This Contract is exclusively governed by and construed in accordance with French law. The Vienna Convention on the sale of goods of April 11, 1980 is excluded.