

## II. General Terms and Conditions for the Performance of Services

### 1. SCOPE

These General Terms and Conditions for the Performance of Services (the "Terms") shall govern the performance of the services carried out by CEA on behalf of the client (the "Client"). (CEA and the Client may also be referred to herein individually as a "Party" or collectively as the "Parties.")

### 2. CONCLUSION OF THE AGREEMENT – CONTRACTUAL DOCUMENTS

2.1 The agreement shall be concluded and take effect as of the date of receipt by CEA of the commercial proposal issued by CEA (the "Proposal") signed by the Client (and/or the date, if any, associated with an order placed by the Client). The Proposal includes a technical appendix, a financial appendix and these Terms, which together form the agreement between the Parties (the "Agreement").

2.2 Consequently, unless expressly accepted in writing by CEA, no terms and conditions desired by the Client shall be binding on CEA, regardless of when they may have been brought to its notice.

These Terms shall prevail over any other documents. The Parties agree that CEA's general terms and conditions of sale and the Client's general terms and conditions of purchase are expressly excluded from the Agreement.

### 3. TERM – TIME FOR PERFORMANCE

Unless terminated earlier under Clause 8 hereof, the Agreement shall terminate upon receipt of the payment due by the Client for the last Deliverable (as defined in Clause 6 hereof).

Clauses 5, 9 and 10 hereof shall survive the termination of the Agreement, howsoever arising, for the period specific to each of them.

In any event, CEA's time commitments shall be subject to compliance by the Client with its own obligations, especially with respect to (i) timely provision of the documents, information or products required for the performance of the services and (ii) payment of the invoices under the Agreement.

### 4. PAYMENT TERMS

4.1 The invoices issued by CEA as per the instalment schedule set out in the financial appendix shall be payable within thirty (30) days from the end of the month following the date of issuance of the invoice, on the terms and conditions defined herein.

4.2 CEA may suspend the performance of the contractual tasks if any invoice is not paid within the time specified in Clause 4.1 hereof.

4.3 If any invoice is not paid on its due date, CEA shall, as of right and without prior formal notice to pay, charge interest on the unpaid amount, calculated on a daily basis at a rate equivalent to four (4) percentage points over the European Central Bank prime rate prevailing on the due date.

### 5. CONFIDENTIALITY

5.1 Each Party shall consider confidential all financial, commercial, technical, legal or other information or data ("Confidential Information") that is disclosed to it (the "Receiving Party") by the other Party (the "Disclosing Party") in connection with the services, whether in writing, electronically, orally, visually, through visits to premises, or in the form of samples, designs, models, software programmes or otherwise, and that has been expressly marked or stamped "Confidential" by the Disclosing Party at the time of disclosure (or, if disclosed orally or visually and identified at the time of initial disclosure as confidential, thereafter confirmed as such in writing by the Disclosing Party within thirty (30) days of initial disclosure; provided that the information shall be considered Confidential Information during such thirty-day period).

The Receiving Party shall take all precautions necessary to prevent Confidential Information from being disclosed to any third party and to disclose to its staff only that portion of the Confidential Information which is strictly necessary for the performance of the services.

5.2 The Receiving Party shall not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party and shall take all measures necessary to ensure that its staff and any authorized third parties uphold the confidentiality of such Information.

5.3 In any event, the Receiving Party shall not use Confidential Information for any purpose whatsoever other than that for which it was disclosed by the Disclosing Party.

5.4 This confidentiality obligation shall not apply to any Confidential Information or portion of Confidential Information that the Receiving Party can establish:

- was in the public domain as of the date of its disclosure by the Disclosing Party or became in the public domain through no fault of the Receiving Party;
- was already known to the Receiving Party at the time of disclosure;
- was lawfully received by the Receiving Party, without any obligation of confidentiality, from a third party having the right to disclose it; or
- was obtained by the Receiving Party through independent development work undertaken in good faith by members of its staff who did not have access to the Confidential Information.

5.5 This confidentiality obligation shall survive the expiry or early termination of the Agreement for a period of five (5) years.

### 6. OWNERSHIP OF DELIVERABLES

"Deliverables" means all physical elements (especially reports, demonstrators, models, etc.) to be made and supplied by CEA to the Client in accordance with the technical annex.

Subject to compliance with the payment terms set out in Clause 4 hereof, the Deliverables shall be the property of the Client. The Client expressly acknowledges that the quality and purpose of the Deliverables resulting from the work carried out are experimental in nature and that the Deliverables have been developed for R&D purposes. Consequently, the Deliverables are meant to be used only in-house and only for non-commercial purposes. All use by the Client of a Deliverable whose material ownership has been transferred to it under this Clause 6 shall be at the Client's own risk and peril. Unless otherwise agreed between the Parties, CEA shall provide no maintenance service for the Deliverables.

### 7. GOVERNING LAW – JURISDICTION

The Agreement shall be governed by and construed in accordance with French law, and any dispute arising therefrom or in connection therewith that the Parties are unable to settle amicably within six (6) months from the date on which it arose shall be referred to the courts of competent jurisdiction in Paris.

### 8. TERMINATION

Either Party may terminate the Agreement as of right if the other Party breaches any of its obligations under the Agreement and fails to remedy the breach (or bring proof of prevention from remedying it by reason of force majeure circumstances) within thirty (30) of the date of dispatch of a recorded delivery letter giving details of the breach and requiring it to be remedied.

In the case of termination by the Client at its request, the expenses incurred by CEA for the performance of the Agreement shall, however, be paid by the Client and due on the date of termination on the terms set out in Clause 4 hereof.

9. **CEA KNOWLEDGE**

All CEA proprietary knowledge (including, but not limited to, patents, know-how, software and processes) used in the performance of the services shall remain the property of CEA. These Terms shall not operate to transfer any ownership or to license any rights to the Client.

10. **LIMITATION OF RESPONSIBILITY**

Unless expressly agreed otherwise, the responsibility of CEA shall be limited to using its best endeavours to perform the services according to commonly accepted practice in the trade, according to CEA's knowledge and experience at the time of performance of the services, and having regard to the specifications furnished by the Client.