



EZUS LYON-CRYSTAL INNOV TERMS AND CONDITIONS

PRELIMINARY ARTICLE

In these specifications, unless otherwise specified, the following capitalized terms shall have the following meanings:

- Own Knowledge: refers to all knowledge held by one of the Parties on the effective date of this Quotation, and in particular patent applications and issued patents, know-how, trademarks, software, codes, algorithms, data, databases, or that one of the Parties develops or acquires concomitantly and independently of the performance of this Quotation, as well as all the rights arising therefrom, necessary for the performance of this Quotation.

- Confidential Information: means all technical, commercial information or information of any nature whatsoever communicated by one Party to the other Party in connection with the performance of this quotation, in any form whatsoever, directly or indirectly, by submission of documents or by supply of products, samples, materials or orally in particular during meetings or interviews with employees, collaborators or trainees of the Parties or brought to their attention during demonstrations or visits to installations of the CLIENT or the EZUS-Cristal innov platform.

- Deliverables: all the elements handed over to the CLIENT at the end of the Service and defined in this quotation.

ARTICLE 1 - PURPOSE

The CLIENT orders from EZUS LYON the Service as described in this quotation.

This quotation will be managed by EZUS LYON in accordance with the terms of the framework agreement between EZUS LYON and LYON 1 University, a copy of which the CLIENT may request.

EZUS LYON undertakes to carry out the Service in accordance with the obligations set out in this quotation. In particular, it undertakes to allocate the resources and personnel required to carry out the Service, and to hand over the deliverables to the CLIENT in accordance with the timetable set out in this quotation.

ARTICLE 2 - FINANCIAL CONDITIONS

In return for the commitments made by EZUS LYON, the CLIENT undertakes to pay the lump sum expressed in this quotation. In the absence of any specific indication, the amounts are expressed "exclusive of tax". Where applicable, payments will be increased by the VAT in force on the date of invoicing.

Bank details:

EZUS LYON

Direct debit: BPAURA C A VILLEURBANNE

Bank Code: 16807 - Branch Code: 00400 - Account No.: 00201944753 - Key: 27

IBAN: FR76 1680 7004 0000 2019 4475 327 -SWIFT (BIC): CCBPFRPPGRE

Payments by the CLIENT will be made on presentation of invoices showing the amount exclusive of tax, the corresponding VAT and the amount inclusive of tax, as well as, where applicable, the order number received from the CLIENT.

In accordance with Articles L.441-6 et seq. of the French Commercial Code, any delay in payment will give rise to the application of late payment penalties and a fixed indemnity for collection costs.

Late payment penalties are payable, without reminder, on the day following the payment date shown on the invoice. The interest rate for late payment penalties is set at three times the legal interest rate.

The fixed indemnity for collection costs is set at 40 euros and is automatically payable by the CLIENT in the event of late payment.

ARTICLE 3 - CONFIDENTIALITY

3.1 Each Party undertakes not to exploit directly or indirectly throughout the world, and in any form whatsoever, the Confidential Information of the other Party, except with the express prior agreement of the latter.

The Party receiving Confidential Information in the context of the Service acknowledges that the Confidential Information received remains, in any event, the property of the Party that communicated it and undertakes:

- not to use the Confidential Information for any purpose other than that for which it was provided,
- to use it only within the strict framework of the Service and to cease using it on expiry of this quotation.

- to communicate it only to its employees or collaborators who need to know it in order to carry out the Service, and to take all necessary measures with them to ensure compliance with this article,

- not to disclose or transfer in any way whatsoever, directly or indirectly, in whole or in part, to third parties, without the prior written authorisation of the issuing Party,
- to keep it secure, to take all necessary measures to protect its confidentiality, and to take all necessary steps to ensure that it is kept confidential.

the same precautions as those taken for its own confidential information of the same nature,

- not to claim any intellectual property rights relating to the Confidential Information, in particular by implementing any protection procedure whatsoever,

- not to copy it without the prior written consent of the

issuing Party.

3.2 The above provisions shall not apply to the following information, on condition that the Party invoking one of these cases provides proof thereof:

- information that has entered the public domain prior to its disclosure or subsequently but, in the latter case, in the absence of any fault attributable to the receiving Party,
- information already known to the Receiving Party or obtained independently of the performance of the Service, this being demonstrated by the existence of appropriate documents in its files,
- information received from a third party who is free to use it,
- information the use or disclosure of which has been authorized in writing by the Party from which it originates.

3.3 Information requiring a particularly high degree of protection will be clearly marked as such when it is transmitted to the receiving Party.

3.4 At the request of either Party, the other Party undertakes to:

- return all Confidential Information, in whatever form and on whatever medium, and all copies thereof;
- destroy all documents, notes and other written records whatsoever relating to the Confidential Information.

3.5 This confidentiality obligation takes effect on the same date as the present quotation or one of its amendments and will expire five (5) years after its expiry or early termination for any reason whatsoever.

ARTICLE 4 - PUBLICATIONS

Any publication or communication of information and results resulting from the Service by EZUS LYON must receive the prior agreement of the CLIENT.

However, EZUS LYON remains entirely free to publish or communicate on the know-how and knowledge implemented by the EZUS-Cristal innov platform to carry out the Service, which remains the property of the EZUS-Cristal innov platform.

ARTICLE 5 - INTELLECTUAL PROPERTY

The Own-Knowledge remains the respective property of the Parties.

The know-how and knowledge implemented by the EZUS-Cristal innov platform to carry out the Service shall remain the property of the EZUS-Cristal innov platform; consequently, any improvement in the know-how shall remain its property.

After full payment of the amount stated in the quotation, the Deliverables shall become the property of the CLIENT, which may use them freely.

ARTICLE 6 - GUARANTEE

The Parties acknowledge that the Own-Knowledge, Confidential Information and Deliverables communicated by one of the Parties to the other Party as part of the performance of this quotation are communicated as is, without any guarantee whatsoever.

Such Foreground, Confidential Information and Deliverables are used by the Parties in the context of this Quotation at their sole respective cost, risk and peril, and as a result, neither Party shall have any recourse against another Party, nor its subcontractors, if any, nor its personnel, on any grounds whatsoever and for any reason whatsoever, by reason of the use of such Foreground, Confidential Information and Deliverables, including in the event of recourse by a third party alleging infringement of its intellectual property rights.

ARTICLE 7 - TERMINATION

7.1 This quotation may be terminated automatically

by either Party in the event of non-performance by the other Party of one or more of the obligations contained in these various clauses.

This termination will only become effective one (1) month after the sending by the complaining Party of a registered letter with acknowledgement of receipt unless, within this period, the defaulting Party has fulfilled its obligations or has provided proof of an impediment resulting from a case of force majeure. By force majeure, we mean any event external to a Party, unforeseeable, irresistible in its occurrence and effects, and which makes it impossible to perform all or part of this agreement.

7.2 In the event of termination, all Deliverables of this Quotation existing at the date of termination shall be supplied by EZUS LYON to the CLIENT. Likewise, the CLIENT shall pay the sums corresponding to the work carried out by EZUS LYON as part of the normal provisional progress of the Service until the end of the notice period.

7.3 The exercise of this right of termination does not exempt the defaulting Party from fulfilling its contractual obligations up to the date on which the termination takes effect.

ARTICLE 8 - LIABILITY

8.1 Welcoming people

Within the framework of the Service, employees of one of the Parties who remain paid by their employer may be required to work on the premises of the other Party. The personnel are then placed under the functional authority and must comply with the internal regulations of the establishment in which they work. They will be given all necessary instructions on this subject at the time of their assignment.

However, each Party shall continue to assume, with regard to the staff it pays, all the social and fiscal obligations of the employer and to exercise all the administrative management prerogatives (staff reports, promotion, discipline, etc.). The Parties shall each ensure that their respective employees are covered for accidents at work and occupational illnesses, without prejudice to any recourse against the third parties responsible.

8.2 Damage caused by staff

Each of the Parties remains liable under the conditions of common law for any damage that its personnel may cause to property and/or third parties in the performance of the quotation.

ARTICLE 9 - COMPLETENESS

This quotation is concluded *intuitu personae* and applies solely to the relationship between the Parties.

These general terms and conditions of EZUS LYON cancel and replace any pre-printed general terms and conditions of purchaser relating to the quote, given to EZUS LYON by the CLIENT before or after acceptance of this quote. No Party may therefore be held to anything other than what has been expressly agreed by EZUS LYON's general terms and conditions.

This quotation represents the entire agreement between the Parties and sets out all their obligations. Previous agreements between the Parties relating to the negotiation of this quotation and/or the Service are null and void and replaced by this quotation. Under no circumstances can the documents exchanged during these negotiations justify the Parties being bound by obligations that are not expressly included and enshrined in this quotation. Similarly, the obligations set out in this quotation may not be supplemented or, *a fortiori*, contradicted by the application of professional or other practices.

ARTICLE 10 - INVALIDITY OF A CLAUSE

If one or more stipulations of this quotation are held to be invalid or declared as such in application of a treaty, law or regulation, or following a final decision by a competent court, the other stipulations will retain all their force and

scope. The Parties will then proceed without delay to make the necessary changes, respecting as far as possible the agreement existing at the time of signing this quotation.

ARTICLE 11 - USE OF THE NAME OR TRADEMARK

The CLIENT is reminded that the name "EZUS LYON" and the logo are registered trademarks.

The CLIENT undertakes not to use or refer to the corporate names or trademarks of EZUS LYON, for any purpose whatsoever, without the prior, express and written authorisation of EZUS LYON.

The use of EZUS LYON's trademarks and CLIENT names may be the subject of special agreements, particularly in the context of communication campaigns or exhibitions relating to this agreement. These agreements must be signed prior to any use of these trademarks and CLIENT names.

The rules set out above also apply to the name and logo of the CLIENT, the EZUS-Cristal innov platform, and those of LYON 1 University.

ARTICLE 12 - APPLICABLE LAW - DISPUTES

This quotation is subject to French laws and regulations. Any dispute between the Parties relating to the existence, validity, interpretation, performance or termination of this quotation (or any of its clauses), which the Parties are unable to resolve amicably, will be brought before the competent courts.