

Standard Terms and Conditions of Sales and Services

ARTICLE 1 – APPLICATION AND ENFORCEABILITY OF THE TERMS AND CONDITIONS

1.1. These terms and conditions of sale and services apply to the sale of Products, which are supplied by Exaprobe, and to the Services provided by Exaprobe.

1.2. The Customer confirms having knowingly selected the Products and/or Services corresponding to its needs and having received from Exaprobe the information and advice necessary.

1.3. These Terms and Conditions are communicated to the Customer to enable the Customer to place an order.

1.4. Placing an Order implies acceptance by the Customer of these Terms and Conditions. Any derogation or contradiction with these Terms and Conditions, whether stated on the Customer's Order or communicated to Exaprobe by any other means, is unenforceable against Exaprobe unless expressly and formally accepted in writing by Exaprobe.

1.5. Terms and Conditions shall prevail over any other general terms and conditions of purchase.

ARTICLE 2 – DEFINITIONS

“Contract” means all the contractual documents composed of, in order of prevalence, the relevant Order, if any, specific conditions, and these Terms and Conditions

“Customer” means the purchaser of the Products and/or the Services.

“Offer” means the proposal or quotation of Exaprobe, in whatever form, describing the Products supplied and/or the Services provided, their price, and including reference to these Terms and Conditions.

“Order” means the order issued by the Customer based on the Offer for the purchase of Products or the provision of Services and accepted by Exaprobe in accordance with these Terms and Conditions.

“Party(ies)” refers to Exaprobe and/or the Customer.

“Products” means the goods, materials or equipment supplied by Exaprobe.

“Services” means the services provided by Exaprobe to the Customer as described in the Offer established by Exaprobe.

“Terms and Conditions” means these terms and conditions of sale and services.

ARTICLE 3 – DELIVERY/INSTALLATION OF THE PRODUCTS

3.1. The Products will be delivered by Exaprobe to the address and on the delivery date stipulated, where applicable, on the Offer. The delivery dates are provided for information only and delays cannot under any circumstances entitle the Customer to payment of any compensation whatsoever.

In the case of delivery outside French metropolitan territory, deliveries are performed “Delivered at Place” (DAP), in accordance with Incoterms, latest edition

3.2. At the Customer's request, the installation can be carried out by Exaprobe.

Installation costs are not included in the sale price of the Products and shall result, when applicable, to the issuance of an Offer. In case the address and date of installation would differ from the address and the date of delivery, the address and the date of installation will be specified by Exaprobe.

The installation time are provided for information only and delays cannot under any circumstances entitle the Customer to payment of any compensation whatsoever.

The Customer will ensure that, at the latest two (2) days before the date of installation or on such date as may be mentioned in the Order, Customer's premises and the infrastructure are accessible, in proper condition for the installation of the Products and comply with the standards for its proper functioning, that the energy supply, and the external telecommunications links, are fully tested and drawn to the physical place of installation. Accessibility and conformity 's prerequisites shall be sent to the Customer on simple request.

Installation services shall be carried out during Exaprobe's normal working hours unless specifically agreed. The Customer will appoint a contact person who will provide all the information necessary for the successful completion of the installation.

ARTICLE 4 – TRANSFER OF RISKS

The transfer of risks relating to the Products, whatever their nature (deterioration, loss or financial etc.) takes place upon receipt by the Customer. Unless otherwise provided in the Offer, the Products travel at the risk of Exaprobe.

ARTICLE 5 – RECEPTION

5.1. Products reception

Receipt of the Products, as evidenced by the signature of the delivery note, constitutes declaration of receipt.

The Customer shall, in the event of damage or missing Products, make all necessary observations and confirm its reservations on the delivery note sent to the shipping agent within three (3) days following the receipt of the Products. The Customer shall within the aforementioned delay send Exaprobe by registered letter with acknowledgment of receipt a copy of the delivery note with reservations made by him to the shipping agent.

The Products will be repaired and/or replaced in accordance with the conditions stipulated in article 6 relating to the execution of the contractual guarantee.

5.2. Reception of Services

Receipt of a Service by the Customer performed by Exaprobe results from the express or tacit recognition by the Customer of the conformity of the Service with the contractual specifications validated by the Parties. The completion of the Service gives rise to the establishment of a report and/or an intervention order. The Customer may mention any reservations on said report and/or said work order, within a maximum period of five (5) days following its communication by Exaprobe. Failing this, acceptance is deemed to have been pronounced as of right. Furthermore, the production or use of a Service results in the receipt of the Service.

ARTICLE 6 – WARRANTIES

6.1. The warranty for the Products is granted for the period stipulated in the Offer.

Unless otherwise provided in the Offer, the duration of the warranty granted corresponds to the standard warranty of the manufacturer or the editor of the Product. The warranty period starts on the date of delivery or installation of the Product by Exaprobe, except in the case of signing a storage mandate providing for special provisions. The warranty does not apply to Products considered as consumables, and does not cover any intervention costs, handling costs, or technical assistance. The handling costs are not invoiced if the Products concerned is covered by a valid repair or exchange contract. Warranty repairs or exchanges require a Return Merchandise Authorizations (RMA) from the Exaprobe Hotline.

- In the case of non-payment, full or partial, by the Customer of any amount due;
- In case of misuse, negligence, accident, fire, flood, physical, electrical, chemical or nuclear damage;
- For any cause, action, defect that is not directly the responsibility of Exaprobe or the manufacturer (installation or use not in accordance with the specifications of Exaprobe or the manufacturer, incorrect wiring, attempted repair, or hardware and/or software modification, lack of maintenance).

During and after the warranty period, the Customer may use the services of Exaprobe to ensure the maintenance of the Products, subject to the conclusion of a maintenance or assistance contract.

6.2. No warranty is provided by Exaprobe for the Services performed.

ARTICLE 7 – TITLE RETENTION CLAUSE

Ownership of the Products will only be transferred to the Customer upon full payment of the invoiced price.

In the event of garnishment or any other intervention by a third party on the Products, the Customer must imperatively notify this third party of the existence of the retention of title clause and inform Exaprobe thereof without delay in order to allow it to reserve his rights.

ARTICLE 8 – TERMS OF EXECUTION OF SERVICES

8.1. Terms and conditions obligations of Exaprobe

Exaprobe undertakes to provide all the care necessary for the performance of the Services as defined in the Offer.

Exaprobe undertakes to assign qualified and competent personnel to the performance of the Services.

8.2. General obligations of the Customer

The Customer agrees to actively collaborate and cooperate in good faith hereunder. Throughout the duration of the Services, the Customer is required to examine very carefully and validate within the time limits the documents and deliverables given to him. The Customer must make available to Exaprobe all documentation and information as well as all the elements necessary for a good understanding of the problem by Exaprobe and all means facilitating the progress and success of the Services. The Customer is solely responsible for the nature, quality and completeness of the information provided to Exaprobe. Customer is also solely responsible for the use he makes of the results given to him by Exaprobe.

8.3. Backups/Updates

The Customer shall determine the frequency and nature of the backups of his data according to his operational and regulatory needs. The Customer is also required to ensure, prior to each intervention of Exaprobe, that it has carried out all the operations necessary to protect and safeguard its data, programs and computer files, and that it has taken all the necessary measures to ensure their confidentiality and security. Exaprobe's only obligation in the event of loss or damage to the Customer's recordings or data due to Exaprobe's breach is to restore or reinstall the data from the latest available backups and copies made by the Customer, it being understood that if this reconstitution is technically impossible, the value of the lost data and the associated damage will not be compensated. The Customer shall carry out all the updates of its operating systems required for the provision of the Services.

8.4. Interlocutors

Each of the Parties shall designate one or several interlocutors, who are in charge of the relations with the other Party.

8.5. Staff

Exaprobe chooses the staff who is assigned to the Services according to the skills required for their execution. In the event of necessity or unavailability, the persons chosen by Exaprobe may be replaced by Exaprobe staff of at least an equivalent level of skills without this entailing a revision of the financial conditions. The Exaprobe staff assigned to the performance of the Services will remain throughout the duration of the Services under the hierarchical and disciplinary authority of Exaprobe, which will ensure the technical authority, administrative, accounting, and social management of this staff. Exaprobe alone is authorized to send it directives and instructions.

Exaprobe staff called upon to work on the Customer's premises complies with the hygiene rules and the safety procedures contained in the internal regulations in force at the Customer, which the Customer undertakes to communicate to Exaprobe staff prior to the start of the performance of the Services.

Exaprobe, for its staff, undertakes to comply with tax and social legislation, to be up to date with the payment of social security contributions and to be able to provide, at the Customer's request,

proof of compliance with the various obligations applicable in the matter, and, in application of the legal provisions in force, certifies:

- that the work will be carried out with regularly employed employees,
- if Exaprobe calls for the execution of these presents to employees of foreign nationality, that these employees will be authorized to exercise a professional activity in France.

ARTICLE 9 - SOFTWARE AND ONLINE SERVICES (CLOUD or SAAS)

9.1. Products delivered by Exaprobe may involve Cloud or SaaS online services, the terms and conditions of these services are prescribed by a third-party host, and/or embed software whose intellectual property rights belong to third-party editors.

- In the case of Cloud or SaaS online services embedded in software packages, the Customer shall be granted only with a non-transferable and non-exclusive right of use the Cloud or SaaS online services, governed by the license conditions of the third-party editor accessible on the third-party editor's website or provided by Exaprobe upon simple request by the Customer (it is the Customer's responsibility to obtain these conditions and become familiar with them).

By accepting the Offer, the Customer declares that it is aware of and accepts the third-party editor's license conditions. The Customer warrants Exaprobe's compliance with said third-party license conditions and/or any terms and conditions of use or SLA associated to.

- Online services in "Cloud" or "Saas" mode are governed by the terms and conditions of the third-party host, which can be accessed on the third-party host's website or provided by Exaprobe upon request by the customer i.e. the Customer is in charge to obtain these terms and conditions and to consult it.

9.2. The Customer is hereby informed that he is solely and exclusively liable for any use that does not comply with the provisions of the third-party editor / third-party host concerned and/or the laws in force concerning content and terms of use.

9.3. The Customer also acknowledges that certain software and online services of the "Cloud" or "SaaS" type may be subject to foreign legislation and/or specific regulations as specified in Article 10, and ensures that their use does not breach the provisions of said legislation or regulations in force at the time of their issue.

ARTICLE 10 - SPECIAL IMPORT OR EXPORT REGULATIONS

Due to their specific technological features, certain Products or Services may be subject to the prior granting of special authorizations or licenses for import and export by the manufacturer, third-party editor and/or the relevant public authority.

In such cases, the Customer undertakes to complete the formalities necessary to obtain such authorizations or licenses.

The Customer therefore acknowledges that any infringement of these regulations is its sole and exclusive responsibility, and that Exaprobe may not be held liable in any way for non-compliance with the regulations and/or the non-obtainment of authorizations or licenses for use by the Customer.

ARTICLE 11 – ORDER

11.1. Orders must reach Exaprobe in written form (mail, email or fax). Orders are firm and final for the Customer from their first issue.

11.2. Any cancellation or reduction of the Order, except with the express agreement of Exaprobe, constitutes a violation by the Customer of its contractual obligations. For any partial or total cancellation of an Order, expressly authorized by Exaprobe, the Customer may be liable for a fixed penalty of an amount established at 50% of the total initial price including tax of the Order.

ARTICLE 12 – PRICE/PAYMENT TERMS

12.1. The prices of the Products and Services as defined in the Offer are expressed excluding taxes for the duration of the Offer's validity, and by default one (1) month. Prices do not include installation costs or any other service, unless these are expressly mentioned.

Any tax, duty or other benefit to be paid in application of French legislation or that of an importing country or a transit country are the responsibility of the Customer

12.2. Unless otherwise expressly accepted in writing in advance by Exaprobe, invoices are issued on the date of delivery of the Products or after the Services have been provided.

Invoices are payable thirty (30) days from the invoice date, net and without discount.

12.3. Prices may be modified according to the exchange rate of the foreign currencies concerned, as well as the taxes and customs duties in force on the date of establishment of the prices, if it is import equipment. .

In addition, the prices of the Services will be revised on January 1st of each year with application of the following revision formula: $P_n = P_o (S_n/S_o)$ in which:

P_n = Represents the recalculated and applicable prices for the year

P_o = Represents initial prices

S_n = The last known Syntec index on the anniversary date hereof

S_o = The last known Syntec index on the day of signing hereof or on each anniversary date in the event of renewal.

If the above index were to disappear, it would be replaced by a replacement index, in the absence of a replacement index, a new index will be chosen by the President of the Paris Commercial Court, ruling at the request of the Party most diligent.

12.4. In the event of late payment, Exaprobe may:

- suspend the delivery of all or part of any current Orders and/or,
- refuse any new Order without prejudice to any action for damages.

In accordance with the provisions of Article L. 441-10 II of the Commercial Code, any delay in payment of an invoice on its due date will result, without prior notice, in the payment of a late payment penalty, the rate of which will be equal to the interest rate applied by the European Central Bank to its most recent refinancing operation increased by ten (10) percentage points, and a lump sum compensation for recovery costs, the amount of which is set at forty (40) euros.

Without prejudice to damages, failure to pay an invoice on its due date automatically entitles Exaprobe, at its discretion :

- to terminate or to resolve the Contract and/or the Orders at Exaprobe's own discretion, upon simple formal notice given by extrajudicial act or registered letter that remained without effect for eight (8) days,
- to request the return of the Products affected by payment default without delay at the Customer's expense and/or
- to declare the expiration of the payment term of other invoices, making all sums due immediately payable.

The installments will remain acquired by Exaprobe and will be applied successively to the difference in the market value of the Product taken back, then to the other outstanding receivables. The balance will be attributed to Exaprobe as compensation.

ARTICLE 13 – RESPONSIBILITY

13.1. Exaprobe carries out the Services and supplies the Products with the best possible care.

13.2. In the event that Exaprobe's liability is established under the Contract, Exaprobe's liability shall be limited to the sole repair of direct damages subject to the Customer providing proof of fault. Exaprobe cannot be held liable for consequential damages, operating loss, loss of savings, loss of customers, loss of image, loss of profit, loss of opportunity, etc. suffered by the Customer, during the Services. IN THE EVENT THAT EXAPROBE'S LIABILITY IS RECOGNIZED, THE LIABILITY LIKELY TO BE INCURRED BY EXAPROBE UNDER ONE OR MORE ORDERS WILL BE LIMITED, ALL

SUMS AND ALL CLAIMS COMBINED, TO THE TOTAL AMOUNT EXCLUDING TAX INVOICED UNDER THE ORDER(S) CONCERNED OVER THE LAST TWELVE MONTHS, WITHOUT EXCEEDING THREE HUNDRED THOUSAND (300,000) EUROS.

13.3. The Customer agrees to bear, without being able to exercise recourse against Exaprobe or its insurers, all claims, and responsibilities, costs and charges exceeding the above limit; the Customer also undertakes to have its insurers waive any recourse to Exaprobe and its insurers beyond this amount.

13.4. Exaprobe cannot be held responsible for any damage resulting from:

- fault, negligence, or omission by the Customer and/or a third party (and in particular non-compliance by the Customer with any of its contractual obligations)
- a case of force majeure as defined in the article “Force majeure” in accordance with article L. 1231-1 of the Civil Code.
- a breach by the Customer of its obligation to back up and/or update as described in article 8.3 of this Terms and Conditions.

ARTICLE 14 – INSURANCE

Exaprobe guarantees that it is insured for its professional civil liability with a notoriously solvent company and undertakes to maintain this guarantee for the duration of the Contract.

ARTICLE 15 – TERMINATION

In the event of a breach by a Party of any of its obligations under the Contract, breach which it would not remedy within thirty (30) days of receipt of a registered letter with acknowledgment of receipt notifying said breach, the other Party may, exclusively either request the forced execution of the obligations of the defaulting party, or terminate the Contract as of right and without legal formalities, without prejudice to any damages to which the either Party would be entitled to claim.

ARTICLE 16 – INTELLECTUAL PROPERTY

16.1. The Customer becomes the owner of the deliverables expressly listed in the Offer after full payment of the price of the Services, including all taxes, principal and incidental.

The Customer's ownership does not extend to the means and tools used by Exaprobe within the framework of its Services, and which are subject to specific protection (copyright, patent, trademark, etc.).

Neither does the Customer acquire ownership of the methods and know-how held by Exaprobe prior to the performance of the Services or developed by Exaprobe during the performance of the Contract.

16.2. Exaprobe reserves the right to dispose of the lessons learned from the studies and projects entrusted to it.

ARTICLE 17 – FORCE MAJEURE

17.1. None of the Parties shall be held responsible for any delay or breach of its obligations if said delay or breach was due to an event of force majeure such as, without this list being exhaustive, the blocking of means of transport or supply for whatever reason, earthquake, fire, storm, flood, total strikes, lack of electrical power supply.

17.2. The execution of the obligations of the Party prevented by the case of force majeure is then postponed for a period at least equal to that of the duration of the suspension due to this cause.

17.3. In the event that force majeure event exceeds three (3) months, each of the Parties may either terminate the Order concerned without legal formality, by sending a registered letter with acknowledgment of receipt, or agree with the other party to modify the Contract to adapt it to the new circumstances arising from this fact.

ARTICLE 18 – CONFIDENTIALITY

18.1. Both during the term of the Contract and for a period of one (1) year after the end of the Contract, for any reason whatsoever, each Party shall consider and treat as confidential all documents, programs and information communicated to it in under the Contract (hereinafter referred to as the “Confidential Information”).

18.2. Each Party undertakes not to communicate the Confidential Information to third parties other than its employees, its insurance broker, its advisers, its auditors, unless it has obtained the prior written consent of the party issuer, and to take all necessary measures to ensure that its personnel, or any authorized third parties, respect the confidentiality of this Confidential Information.

18.3. As an exception, these confidentiality obligations shall not apply to Confidential Information:

- Whose disclosure is made mandatory by a law, regulation, court decision or by reason of an express request from an administrative authority;
- Already known to the receiving party at the time of their communication by the sending party;
- Transmitted to the receiving party with an express exemption from the obligation of confidentiality;
- Provided to the receiving party without obligation of confidentiality by a third party who legitimately holds it;
- Obtained by the receiving party through internal developments undertaken by members of its personnel who did not have access to the Confidential Information.

ARTICLE 19 –NON- SOLICITATION

19.1. The Customer waives, except with the prior written consent of Exaprobe, to make directly, indirectly or through an intermediary, job offers to an employee or agent of Exaprobe or its subcontractors assigned to the performance of the Contract or Order, or to take him into his service, under any status whatsoever. This commitment is valid even if the solicitation comes from the said employee or representative. This waiver is valid for the entire duration of the Contract, plus a period of twelve (12) months following its end, whatever its cause.

19.2. In the event Customer fails to comply with this obligation, it will be required to immediately and automatically compensate Exaprobe, by paying it an indemnity equal to twelve (12) months of gross remuneration of the employee(s) or agent(s) concerned, based on his (or their) last month’s gross salary.

ARTICLE 20 – SUBCONTRACTING/ASSIGNMENT

20.1. Exaprobe may subcontract all or part of the Services without this releasing it, in any way whatsoever, from the responsibilities it assumes in respect of the performance of its contractual obligations.

20.2. The Contract and/or any Order may not be transferred in whole or in part by either Party without the prior written authorization of the other Party. Notwithstanding the above stipulation, Exaprobe may freely transfer totally or partially the benefit of the Contract and/or any Order to any company related to it, by any means whatsoever and, in particular but without limitation, by way of assignment, merger, de-merger, partial contribution of assets or any other operation carrying universal transmission of its heritage. A company related to Exaprobe is considered to be (i) a company controlling Exaprobe, or (ii) a company under the same control as Exaprobe, or (iii) a company controlled by Exaprobe. By express agreement between the parties, the notion of control is understood within the meaning of Article L. 233-3 of the French Commercial Code.

ARTICLE 21 – PERSONAL DATA

Within their contractual relations, the Parties undertake to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the

European Parliament and of the Council of April 27, 2016, applicable from May 25, 2018 (hereinafter “[European Data Protection Regulation](#)”).

In the event that the performance of the Services involves processing by Exaprobe of Customer’s personal data, these provisions describes the conditions under which Exaprobe as data processor (hereinafter in this article the “[Data Processor](#)”) to carry out on behalf of the Customer (hereinafter in this article the “[Data Controller](#)”) the personal data processing operations defined below.

Exaprobe DPO Contact: rgpd@exaprobe.com

21.1. Personal data collection

As a Data Processor, Data Controller shall establish the purposes of the subcontracted processing, complete information on the processing of personal data, and maintain a register of processing operations.

21.2. Obligations for Exaprobe

Exaprobe commits to:

- Process and not to use the Customer’s personal data, to which Exaprobe has access or of which Exaprobe is aware within this Contract and/or the Orders, for the sole purpose of carrying out the Services subcontracted.
- Process the data in accordance with the documented instructions of the Data Controller appearing in the appendix hereto. If the processor considers that an instruction constitutes a breach of the European Data Protection Regulation or of any other provision of Union law or the law of the Member States relating to data protection, Exaprobe shall inform the Data Controller. In addition, if the Data Processor is required to transfer data to a third country or to an international organization, under Union law or the law of the Member State to which it is subject, it must inform the Data Controller of this legal obligation before processing, unless the law concerned prohibits such information for important reasons of public interest.
- Guarantee the confidentiality of personal data processed and is strictly prohibited from disclosing, assigning, transferring, or communicating to third parties all or part of this information or data.
- Ensure that persons authorized to process personal data under this Contract are subject to an appropriate legal obligation of confidentiality and receive the necessary training about the protection of personal data
- Take into account, with regard to its tools, products, applications or services, the principles of data protection by design and data protection by default

21.3 Subcontracting

Exaprobe may use another processor (hereinafter, “the [Sub-Processor](#)”) to carry out specific processing activities. In this case, Exaprobe shall inform the Data Controller in advance and in writing of any change envisaged concerning the addition or replacement of other subcontractors. This information must clearly indicate the outsourced processing, the identity and the details of the subcontractor and the dates of the subcontract. The Data Controller has a minimum period of five (5) days from the date of receipt of this information to present his objections. This outsourcing can only be carried out if the Data Controller has not objected during the agreed period.

The Sub-Processor is required to comply with the obligations of this Contract on behalf of and according to the instructions of the Data Controller. Exaprobe shall ensure that the subsequent processor presents the same sufficient guarantees as to the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the European Data Protection Regulations. If the Sub-processor fails to fulfill its data protection

obligations, the initial sub-processor remains fully liable to the Controller for the performance by the Sub-Processor of its obligations.

21.4. Right of information for the people concerned

The Data Controller shall provide information to the persons concerned by the processing operations at the time of data collection.

21.5. Exercise of personal rights

As far as possible, Exaprobe will help reasonably the Data Controller to fulfill its obligation to respond to requests to exercise the rights of data subjects.

21.6. Non-disclosure of personal data

Exaprobe is prohibited from processing, hosting or transferring the personal data collected through its services to a country located outside the European Union or recognized as “unsuitable” by the European Commission without first informing the Data Controller. However, Exaprobe remains free to choose its Sub-Processor on the condition that Sub-Processor present sufficient guarantees with regard to the requirements of the European Data Protection Regulation. Exaprobe undertakes to take all the necessary precautions to preserve the security of the Information and in particular that it is not communicated to unauthorized persons. However, if an incident affecting the integrity or confidentiality of the personal data of the persons concerned is brought to the attention of Exaprobe, Exaprobe shall inform the Customer, who must as soon as possible inform the persons concerned and communicate the corrective measures taken. Furthermore, Exaprobe does not collect any “sensitive data”.

21.7. Personal data breaches notification

Exaprobe notifies the Data Controller by email of any personal data breach within a maximum period of seventy two (72) hours after becoming aware of it. This notification is associated with any useful documentation to enable the Data Controller, if necessary, to notify this violation to the competent supervisory authority.

21.8. Register for processing activity categories

Exaprobe declares to keep a written record of the processing carried out on behalf of its customers including:

- The name and contact details of the Data Controller and any subcontractors;
- The purposes of the processing carried out on behalf of its customers;
- The categories of personal data collected through its services;
- A general description of the technical and organizational security measures put in place according to the needs and services subscribed by the Customer.

21.9. Obligations of the Data Controller

The Data controller commits to:

- Document in writing any instructions regarding the processing of data by the Data Processor.
- Ensure, beforehand and throughout the duration of the processing, compliance with the obligations provided for by the General Data Protection Regulation on the part of the Data Processor.
- Supervise the processing, including carrying out audits and inspections with the Data Processor
- Fulfill its duty to inform the persons concerned by the processing carried out under subcontracting by the Data Processor.

21.10. Compliance with security obligations

Exaprobe specifically undertakes to comply with all the security obligations in the processing of Personal Data carried out on behalf of the Data Controller in particular:

- guarantee the confidentiality, integrity, availability and resilience of processing systems and services
- restore the availability of personal data and access to them within appropriate timeframes in the event of a physical or technical incident
- set forth a procedure to regularly test, analyze and evaluate the effectiveness of technical and organizational measures to ensure the security of the processing.

21.11 Termination or expiration of Services

Depending on the choice defined by the Data Controller, within five (5) working days after the termination or the expiration of the Services for any reason whatsoever, Exaprobe undertakes to delete all personal data or return them to the Data Controller at the end of the service provision and undertakes to destroy existing copies (except legal obligation).

ARTICLE 22 - ETHIC AND SUSTAINABLE DEVELOPMENT

22.1. Each Party declares:

- to respect the principles of the International Labor Organization and the current Labor law;
- to participate to the risk prevention about labor safety and more generally to be in compliance with current regulations about health and safety;
- to adhere to the principles of protection of the environment and control the consequences of its activity upon environment;
- to ensure a quality process to reach reliable and determined results.

22.2. Anti-bribery: The Customer represents that it is committed to complying with applicable laws and regulations prohibiting Bribery and that it has put in place internal rules prohibiting such actions by its officers, employees, affiliates, representatives, subcontractors, and any third party acting on its behalf.

For the purposes of this Contract, the term “Bribery” refers to (i) any offer, gift, demand, receipt, facilitation, authorization, of any act of bribery, or inducement contrary to law or regulation, conferring personal gain or advantage on a person - whether a private person or a public official (or any person or organization associated with that person) - and which is intended to influence unlawfully the decision or action of that person, as well as (ii) any conduct that would be considered a bribery act under applicable laws and regulations.

Exaprobe declares that:

- neither Exaprobe nor, to its knowledge, any of its officers, employees, subsidiaries, agents, subcontractors or any third party acting on its behalf has committed or will commit an act of Bribery for the benefit of an officer, employee, representative, the Customer or any third party acting on the Customer's behalf;
- Exaprobe has put in place and will maintain rules aimed at preventing and detecting Bribery within its organization, whether it be its officers, employees, subsidiaries, representatives, subcontractors or any other third party acting on its behalf.

To the extent permitted by applicable law, Exaprobe shall inform the Customer as soon as it becomes aware that any activity conducted under this Contract contravenes this section, or any anti-bribery laws or regulations.

Upon Customer's written request, Exaprobe shall provide evidence of compliance with its obligations under this article.

ARTICLE 23 – MISCELLANEOUS

23.1. Entirety

The Terms and Conditions represent the entirety of the commitments existing between the Parties. It cancels and replaces any prior oral or written commitment relating to the subject of these Terms and Conditions.

23.2. Tolerances

It is formally agreed that any tolerance or waiver by one of the Parties, within the framework of the application of all or part of the commitments provided for in the Terms and Conditions, whatever their frequency or duration, may not constitute modification of these Terms and Conditions, nor generate any right.

23.3. Nullity

If any of the provisions of the Terms and Conditions is held to be null or void, it will be deemed unwritten and will not invalidate the other provisions.

23.4. Modification of the Terms and Conditions

These Terms and Conditions may only be modified by means of an amendment signed by both Parties.

23.5. Applicable law

The Terms and Conditions are subject to French law.

23.6. Attribution of jurisdiction

ANY DISPUTE OR ISSUE THAT MAY ARISE IN TERMS OF THE INTERPRETATION OR EXECUTION OF THE CONTRACT AND/OR AN ORDER, AND WHICH THE PARTIES CANNOT RESOLVE AMICABLY, WILL BE SUBMITTED TO THE COURTS OF NANTERRE, TO WHICH THE PARTIES ATTRIBUTE EXCLUSIVE JURISDICTION, AND THIS EVEN IN THE EVENT OF APPEAL IN WARRANTY, MULTIPLE DEFENDANTS, PROCEDURE FOR REFERENCE OR REQUEST.