

General Terms and Conditions of Sales and Services

LEOSPHERE, a Vaisala Company, herein after “Leosphere”, is the designer and manufacturer of equipment intended to measure wind (including wind derivatives) atmospheric parameters (hereinafter the «**LIDAR System**»)

The LIDAR System is composed of:

- A material component corresponding to the opto-electronic, mechanical and computer system
- Software components with: 1° Embedded Lidar operating software, Software ; 2° A user interface to configure, control, monitor and retrieve and 3° optional analysis program (hereinafter «**LIDAR Software**»),
- Consumables and Accessories,
- Depending on the Clients request, some additional hardware and/or software material (the “**Options**”).
- Related documentation (hereinafter «**User’s Manual**») in an electronic version.

In addition with the User Manuel, each LIDAR System contains specifications and a service offer provided by LEOSPHERE to the Client (hereinafter the “**Product Information**” and the “**Service info**”) including information on products, services and specifications.

Within the context of its business activity, the Client seeks the use of equipment enabling it to proceed with wind atmospheric measurements and thus desires to use the LIDAR System.

The General Conditions and their Attachments can be completed by the specific conditions executed by the Client and by the official quote or offer (the “Quotation”) to which they refer, these documents constitute the entire agreement between the Parties (hereinafter the «**Agreement**»). In case of conflict between these documents, the Specific Conditions supersede all other documents.

For the purpose of the Agreement, the Client and LEOSPHERE are referred to together as the “Parties”.

1. PURPOSE OF THE AGREEMENT

The purpose of the Agreement is to determine the conditions under which LEOSPHERE shall, in consideration of remuneration as provided in Quotation:

- provide the Client with the quantity of LIDAR Systems it has ordered;
- grant to the Client the right to use the LIDAR Software; and
- where applicable, if provided by the Specific Conditions and/or in the Quotation, furnish the Client with training services, extensions of warranties, maintenance and other specific services such as may be described in the General Conditions herein (hereinafter «**Services**»).

2. PROVIDING LIDAR SYSTEMS

2.1. Providing modalities

Unless the Client wishes to rent the LIDAR System, under conditions detailed where applicable in the Specific Conditions and in the Quotation, the LIDAR System is furnished to the client as a sale.

2.2. Order

The Client’s placement of an order for a LIDAR System constitutes acceptance of the terms and Conditions of the Agreement, notwithstanding any contrary clause or condition that may appear in the Client’s commercial documents.

Given the specificities of the products at hand and the conditions under which they are manufactured, all orders are considered only upon LEOSPHERE’s express acceptance and acknowledgment that indicates the quantities that it is able to deliver as well as the delivery schedule.

LEOSPHERE will use its best effort to maintain the delivery schedule indicated upon its express acknowledgment of the order. Nonetheless, in case of a delay of less than six (6) months after the agreed delivery schedule, the Client shall not be able to request any indemnification nor cancel its order.

2.3. Shipping and Delivery

The LIDAR Systems are made available « EXW INCOTERM ICC 2010 ». It means that LEOSPHERE is liable to make the LIDAR System available for pick-up. The Client is liable to bear loading operations, transportation, export (the latter with LEOSPHERE support) and import clearance and insurance of the LIDAR System. The costs related to the mentioned operations are taken into account in the price stated in the Agreement. Transfer of risk of the LIDAR System shall occur according to the INCOTERM.

If relevant, the Client may designate a shipping company operating for its account. However, upon Client’s request, another Incoterm can be chosen (based on LEOSPHERE’s prior written approval). It means that LEOSPHERE can offer services, including packaging, shipping, insurance, and customs charges. According to the level of service provided by LEOSPHERE,

the transfer of ownership will happen as soon as the aforementioned service is over and the due amount transferred.

No recourse shall be available against LEOSPHERE, the forwarder, or shipper for losses, for damages suffered by the LIDAR System if a report, irrefutably evidencing such, has not been sent to the shipper, or forwarder within a maximum delay of three (3) days after delivery and formal notice has been given to LEOSPHERE within the same period.

The Client, in a timely manner, shall provide accessibility to and adaptability of premises in which heavy and bulky materials are to be received. In no event shall LEOSPHERE bear the costs of these requirements.

The address stated on the purchase order shall be the definitive address to which LIDAR Systems, ordered by the Client, are delivered. Any change of address may generate a modification of proposed delivery rates.

Depending on the chosen Incoterm, LEOSPHERE may bear all the cost linked to the delivery of the LIDAR System, excluding import clearance and all import duties and taxes. The Client shall have the right to use its own broker at its own cost. In case of utilization of a plurality of brokers, each party shall bear the costs linked to its own broker.

2.4. Acceptance – Operational set up

The Client shall carry out the operational set up of each LIDAR System according to the specifications contained in the User’s Manual. LEOSPHERE will not assist the Client with operational set up unless the latter has subscribed to this service in consideration of remuneration as detailed in the Quotation.

Upon delivery or availability of the LIDAR System, as defined in provision 2.3., the Client shall benefit from a three-days- (3-) period to make any reservation on the LIDAR System. After such period, the LIDAR System shall be deemed as accepted with no reservation.

3. USE OF LIDAR SOFTWARE

3.1. Rights of use granted

LEOSPHERE grants the client the non-exclusive and non-transferable rights to:

- (i) If relevant, install the client LIDAR Software on the servers and/or computers used by the Client (hereinafter the « **Authorized Server(s)** »).



The Client shall install by its own means the LIDAR Software on the Authorized Server(s).

(ii) Use the LIDAR Software according to the instructions provided in the User's Manual.

Except where the Client has chosen to rent the LIDAR System under the conditions provided for in the Specific Conditions, the rights granted under this AGREEMENT article are granted to the Client for the time period corresponding to the time period during which the LIDAR Software's intellectual property rights are legally protected.

3.2. Back up copy and transfer of right to use

The Client is authorized to create a copy of the LIDAR Software, for the sole purpose of being used as backup copies. The Client warrants that in producing the backup copy it shall also reproduce all clauses regarding LEOSPHERE's property and copyright rights related to the LIDAR Software. Any other reproduction of the LIDAR Software, whether complete or partial is strictly prohibited.

As an exception, the Client is authorized to transfer, at its own risk, the LIDAR Software to a server and/or computer other than the Authorized Server(s) should an Authorized Server be momentarily disabled. Should this exceptional event occur, the Client shall immediately notify LEOSPHERE in writing.

3.3. Restrictions

Any use of the LIDAR Software that has not been expressly provided for under this Agreement is prohibited, including:

- Any installation or use on a server other than the Authorized Server(s) identified in the Specific Conditions;
- Any use, modification, adaptation, translation, or arrangement of the LIDAR Software ;
- Any decompilation, reverse engineering, or disassembly of the LIDAR Software, whether complete or partial other than as legally provided for at the time;
- Any grant, transfer, lease, supply, communication with third party, whether complete or partial, for consideration or for free, of the LIDAR Software or of any rights granted under this Agreement;
- Any merging, even partial of the LIDAR Software with any other program.

It is expressly agreed that the Client is prohibited to correct any abnormality whatsoever, LEOSPHERE reserving this right.

4. WARRANTY

A standard warranty is attached to any purchased LIDAR System as defined in its User Manual and/or Product Information. The warranty shall start when transfer of risk of the LIDAR System occurs according to chosen Incoterm, as stated in its transportation document, at LEOSPHERE premises, the Client premises, any other event agreed between the Parties or the independent third party premises as defined in provision 5.2. In consequence and for the mentioned period, the Client shall have a free access to the services defined in the present provision (hereinafter the "Warranty").

4.1. Support

As a complement of the information stated in the User Manual, the Client shall receive remote assistance by telephone or e-mail, Monday to Friday from 9AM to 5 PM UTC + 1 (Paris Time). The telephone number will be communicated to the Client upon delivery of the LIDAR System.

As part of this remote assistance, LEOSPHERE will provide the Client with the requested explanations for the use of the LIDAR System and its optimal tuning.

4.2. Remote access

At the acceptance (as defined in provision 2.4.) of the LIDAR System the Client has the possibility to accept or deny the remote access of the LIDAR System by the support team for check-ups and repairs. This remote access allows getting a full access to the Client wind data and parameters. All the data and parameters are kept confidential and cannot be used for any other purpose than check-up and repair. The Client is informed each time a LIDAR System is remotely accessed by the support team after agreement. The collected wind data remains the property of the Client.

4.3. Product Failure Diagnostic

Within the Warranty Period, LEOSPHERE shall put in place all reasonable means necessary to conduct a diagnostic of product failures of the LIDAR System in the shortest timeline possible as of the date of written notification of said failure by the Client.

The diagnostic of the product failure thus notified shall be first conducted, remotely and by any means and with the support of the Client's technical point of contact indications. Following such diagnostic, an action plan will be determined, by LEOSPHERE technical support according to their conclusions. Therefore, an intervention can be decided at the site of installation of the LIDAR System, or the LEOSPHERE premises.

LEOSPHERE shall communicate to the Client the results of the diagnostic.

Without prejudice to provision 4.2. and property of the wind data, for the purpose of continuous improvement of the LIDAR Systems and all the components embedded in it, LEOSPHERE reserves the right to collect performance monitoring information . The collection of such information is performed for internal purposes only.

4.4. Product Failure Repair

Based on its diagnostic, LEOSPHERE shall attempt to remedy the diagnosed product failure. To this effect, depending on the product failure, the action plan will be done either remotely, based on the Client technical point of contact, or on the field or on LEOSPHERE premises.

No component of the LIDAR System shall be returned to LEOSPHERE without the latter's prior written approval. In any event, such a return can only be made of LIDAR System components that have not been modified or altered, and must be made in the original packaging. The transportation and restocking costs shall be borne by the Client.

LEOSPHERE shall not be liable for any loss of data occurring during a reparation and/or maintenance (as defined in provision 5). For such purpose, the Client is liable to save any LIDAR Data collected by the LIDAR System before the start of maintenance or warranty operations.

4.5. Replacement in case of Product Failure

LEOSPHERE shall, during the validity of the Warranty, replace components that may be defective. As a principle, in no case shall the replacement be of the entire LIDAR System, nor shall it extend the Warranty of the entire LIDAR System.

This Warranty does not include consumables or operating accessories, the costs of those are to be borne by the Client.

4.6. Software Failure

LEOSPHERE shall, during the validity of the Warranty, use its best efforts to correct any LIDAR software dysfunction.

To this effect, LEOSPHERE shall conduct a diagnostic of the dysfunctions first remotely based on the Client technical coordinator. The Client has the right to be provided with all LIDAR Software updates or patches, made available by LEOSPHERE, based on the understanding that the « patch » upgrades do not add any new functions.

4.7. Warranty conditions

Where the Warranty is rightfully invoked, the eventual cost of shipment of material (including the LIDAR System and/or dedicated spare parts), travel of its own employees, packaging, insurance and other costs pertaining to the intervention shall be borne by LEOSPHERE (at the exception of the cost of shipping to LEOSPHERE premises). As an exception to the present provision, LEOSPHERE shall in no case bear any cost (parts and persons) linked to the commissioning and/or decommissioning of the LIDAR System (including travel of employees by any means) in an offshore environment (such as but not limited to LIDAR Systems deployed on Oil and Gas Platforms, buoy, offshore Wind turbines and/or vessels). Furthermore, LEOSPHERE reserves the right to apply the same restrictions in case the onshore access of the LIDAR System needs specific support (such as the request of specific authorization and the deployment of specific material). The Client is liable to send "Delivery at place" the LIDAR System back to LEOSPHERE premises (DAP Incoterm ICC 2010).

The Warranty is applicable only to the extent that the LIDAR System has been exclusively manipulated by (Client or third party) personnel trained and certified by LEOSPHERE in accordance with article 5.1. and maintained according to LEOSPHERE instructions and recommendations.

The Warranty does not cover replacement and/or repairs resulting from normal wear and tear of the machines, deteriorations, and accidents resulting from negligence, lack of supervision, maintenance or stocking, manipulation or use not conforming to User's Manual.

In no event shall the Warranty apply when In case LEOSPHERE notices that non-trained or certified third parties as performed reparation and/or maintenance operations on the LIDAR System, LEOSPHERE reserves the right to void the Warranty.

After performance of the Warranty operation, LEOSPHERE is liable to send back the LIDAR System and/or dedicated spare parts to the Client onshore premises by using the same Incoterm as agreed at initial delivery of the LIDAR System (which must be, unless otherwise priory agreed by LEOSPHERE, the Client's initial place of delivery stated in the quotation).

At the end of the Warranty Period, the Client may continue to receive the services provided in this article on condition that the Client subscribes to a Warranty and Maintenance extension service as provided here below with no prejudice to the Warranty Cap.

4.8 Warranty for Options

Options may be available for purchase for each LIDAR Systems. As a principle, Warranty of the Options which can provided with the LIDAR System is working on the exact same conditions as defined for the LIDAR System. Any non-embedded Option shall benefit from a Warranty Period as defined in its quotation.

5. SERVICES PROVIDED

5.1. LIDAR System verification sheet

LEOSPHERE leads internal validation tests prior to any delivery of a LIDAR System to the Client. Such LIDAR System verification sheet is produced in order to control the full conformity of the LIDAR System in comparison with criteria linked to its substantial functionalities. It is understood, that the verification sheet is provided to the Client with the LIDAR System for a sole internal and informative purpose. The Client shall have the right to request to be provided with such LIDAR System verification sheet.

5.2. Independent certification campaign

The Client may subscribe, with counterpart of a fair consideration stated in the Contract, to a service of certification of the LIDAR System realized by an independent third party.

In the Event the Client chooses to subscribe to such service, it is understood that LEOSPHERE shall be discharged of its responsibility regarding the execution of such service, its duration and regarding any deterioration that could occur during the carrying out of this service. Furthermore, such service shall not extend the Warranty Period, meaning that, according to provision 4, the Warranty starts at availability / delivery to such third party.

It is understood that LEOSPHERE has no power in the choice of the location where such service will be provided. Therefore it could take place either in the premises of the independent service provider or in any other place that it designates as appropriate.

Evaluation and validation criteria of the LIDAR System are especially set out by the independent third party; therefore no specification of the Client will be taken into account. In the event the independent third party express any reservation on the validation of the LIDAR System, LEOSPHERE commits to mitigate to those reservations under the conditions of article 2.5.2 paragraph 2 of the present general terms and conditions of sales and services.

In the event that, following subscription by the Client of a certification service provided by an independent third party, such service is executed, the LIDAR System subject to the certification process shall be deemed as delivered to the Client as for the date of its reception by the independent third party. This provision shall apply regarding all reference to the time of delivery in the present general terms and conditions of sales and services, including but not limited to invoicing

conditions as stated in article 6 and warranty conditions as stated in article 4.

5.3. Training – Operational set up

Where the Client has elected to receive training, in consideration of remuneration provided for in the Quotation, LEOSPHERE shall train Client's personnel under the following conditions:

- Training is intended for the duration set out in the Quotation, each training cycle being valid for up to five (5) persons simultaneously (depending on the nature of the Training);
- If relevant, training participants shall be subject to a confidentiality agreement intended to protect LEOSPHERE's know-how;
- The training shall take place, at the clients' choice on its premises, those of LEOSPHERE or any other place it designates;
- At the conclusion of training, each participant shall receive a certificate of aptitude from LEOSPHERE upon condition that the participant attend and complete each training session and come to a good understanding of the materials.
- As a principle, such certificate is valid for a period equal to the initial Warranty Period. After the Warranty Period, the Client is liable to attend a refresher training to have its certificate still in force for the same amount of time. LEOSPHERE reserves the right to modify the validity of such certificates by prior information to the Client.

The Client may also select to pay for specific assistance to carry out the operational set up of the LIDAR System, obtain a specific support in the installation of the LIDAR System and/or for additional training to use the LIDAR System. This assistance will be provided in consideration of additional remuneration as indicated in the Quotation and according to the conditions determined agreed upon by the Parties. It is understood between the Parties that in such case, LEOSPHERE shall not bear any additional liability as defined in the Agreement.

Training or assistance services provided for in this article that require LEOSPHERE personnel to travel to the Client are quoted including travel expenses.

5.4. Extended Warranty and Maintenance operations

Under the conditions provided for in the Specific Conditions as the case may be and under the condition that the customer subscribes the planned maintenance services and in consideration of remuneration indicated in the Quotation, the Client may continue, after the expiry of the Warranty period, to benefit from the services provided during the Warranty period, as described in the Article 4 here above, (hereafter "Warranty Extension").



5.4.1 Duration of the Warranty Extension

The Warranty Extension may be subscribed to by the Client at any time as of the date of order of the LIDAR System and up to six (6) weeks prior to the end of the Warranty period provided for in article 4 herein. Such Warranty Extension can only be subscribed by the Client if an adapted Maintenance program is followed (as described in the User manual and/or Product Information). Therefore, if a Client fails to send back to LEOSPHERE its LIDAR System later than three (3) months for a planned maintenance, LEOSPHERE reserves the right to refuse or void the Warranty Extension.

5.4.2 Maintenance and Warranty Extensions contract Conditions

The Warranty Extension contract are both subject to the same conditions as the Warranty as provided for in article 4, except that:

LEOSPHERE shall bear the cost of insurance, travel and components shipping as well as costs related to its mission in the same conditions applicable to the Warranty as set forth in article 4.7. As an exception to the present provision, LEOSPHERE shall in no case bear any cost (parts and persons) linked to the commissioning and/or decommissioning of the LIDAR System (including travel of employees by any mean) in an offshore environment (such as but not limited to LIDAR Systems deployed on Oil and Gas Platforms, buoy, offshore Wind turbines and/or vessels). Furthermore, the Client is liable to send "Delivery at place" the LIDAR System back to LEOSPHERE premises (DAP Incoterm ICC 2010). Furthermore, LEOSPHERE reserves the right to do the same in case the onshore access of the LIDAR System needs specific support (so as the request of specific authorization and the deployment of specific material).

Considering there is a Warranty Cap, the Client may subscribe a Warranty Extension for a maximum period defined in the User Manual and/or Product Information of the LIDAR System.

5.5 Maintenance

If applicable, under the conditions provided as Particular Conditions and as a counterpart of the price stated in the Contract, the Client shall have access to the maintenance services as described hereinafter (hereinafter referred to as the "Maintenance"):

i. Remote assistance.

ii. For any LIDAR System purchased by the Client, a list of operations realized during the Maintenance service is available upon request to LEOSPHERE through a dedicated service report.

iii. In addition the Maintenance service attached to any LIDAR System also includes its shipping one-way (depending on ICC Incoterm 2010) from LEOSPHERE to the Client onshore premises adapted for the reception of the LIDAR System (such shipping concerns either the LIDAR System or some of its spare parts).

iv. The supply to the Client of any update/patch of the LIDAR Software during the Maintenance. Any new release of the LIDAR Software shall be available for the Client either on physical support or by download.

The Maintenance service is provided for duration fixed in the Product Information.

After performance of the Maintenance operation, LEOSPHERE is liable to send back the LIDAR System to the Client onshore-designated premises (which must be, without LEOSPHERE prior approval, the Client's initial place of delivery stated in the Quotation).

5.6 Other Services

At the Client's request, LEOSPHERE may provide any other service, including consulting, audit and/or maintenance. These services and their applicable rates shall be agreed upon by the Parties separately.

5.7 Suspension

LEOSPHERE may suspend Services subscribed to under this article 5 in case of late or no payment of amounts due. In case of suspension of Service, and regardless of the length of suspension, the total amount mentioned on the Quotation remain due to LEOSPHERE.

6 REMUNERATION

6.1 Providing the LIDAR System

The LIDAR System is provided to the Client in consideration of payment of the price indicated in the Quotation. The prices indicated in the Quotation do not include taxes and are subject to VAT, if applicable, at the rate in effect and any other applicable taxes.

The Client shall pay the price indicated in the Quotation, pursuant to the following conditions:

- Upon acceptance of the order, LEOSPHERE will submit to the Client an advance payment invoice for a total amount of fifty (50%) percent of the amount due and owed as indicated in the Quotation and in the order confirmation, all taxes included. The Client shall pay the advance payment within eight (8) days from its issuance date;
- Upon delivery of the LIDAR System, LEOSPHERE shall submit to the Client an invoice in which is stated the remaining amount due and owed, i.e. fifty (50%) percent of the total amount indicated in the Quotation, all taxes included. The Client shall pay this bill within thirty (30) days of its issuance date;

The Parties expressly agree that the title of property of the LIDAR System shall be

transferred only upon the perfect and complete payment of the entire amount due and owed as indicated in the Quotation. Partial payment shall in no event constitute conveyance of property rights, even partial, to the client.

6.2 Services Provided

In consideration of the Services provided by LEOSPHERE under article 5 herein, the Client shall pay LEOSPHERE's remuneration as indicated in the Quotation pursuant to the following conditions:

- Upon acceptance of the order, LEOSPHERE will submit to the Client an invoice for a down payment for a total of 50% of the amount, all taxes included, for the Services subscribed to as indicated in the Quotation. The Client shall pay this bill within eight (8) days from its issuance date ;
- The remaining 50% of the total amount, all taxes included, of the Services subscribed to as indicated in the Quotation shall be billed by LEOSPHERE :
 - o With respect to subscribed Warranty Extension, on the date the Service is subscribed by the Client which shall not occur after the start of performance of such Warranty Extension
 - o With respect to the Maintenance at its completion;
 - o With respect to Other Services, on the first day the said Service is provided by LEOSPHERE;
 - o Bills are due within thirty (30) days as of their date of issuance.

In case of default of payment of any bill by due date, all amounts indicated in the Quotation shall be immediately due, regardless of any more favorable payment condition LEOSPHERE may have afforded the Client.

6.3 Late fees

In case of late payment, a late payment penalty shall be requested according to provision L441-6 of French commercial code and based on three times the legal interest rate in force, notwithstanding a fixed sum of forty (40€) euros as compensation for recovery costs.

7 INTELLECTUAL PROPERTY

LEOSPHERE is the owner of all intellectual property rights related to the LIDAR System, and holds the necessary use and/or exploitation rights pertaining, as the case may be, to components (including LIDAR Software or other) required for its proper functioning.

The Client recognizes that the Agreement does not confer to it any intellectual property right to all or any part of the LIDAR System, including but not limited to any improvements, developments, updates

or other implementation or realization by the Parties, all titles to such intellectual property rights remaining with LEOSPHERE.

The Client warrants that it shall not infringe upon, directly or indirectly, LEOSPHERE's intellectual property rights related to the LIDAR System. The Client shall not affect, decompile, disassemble or reverse engineer any component of the LIDAR System, outside of the confines expressly authorized by French law.

8 LIABILITY

8.1 Limitation

LEOSPHERE warrants that the LIDAR System is as specified in the Product Information and the User Manual.

LEOSPHERE disclaims any responsibility for the use of the LIDAR System by the Client, its personnel or any third party that is not trained and certified by LEOSPHERE. LEOSPHERE further disclaims any responsibility for any use that does not comply with the User's Manual.

LEOSPHERE does not warrant in any manner the adequacy of the LIDAR System for needs specific to the Client.

The Client understands the innovative nature of the technology related to the LIDAR System and expressly accepts the risks related to its use, including the reliability of the data collected. To this effect, LEOSPHERE reminds the Client that functional performances of the LIDAR System are the results of experiments conducted on its premises or during campaigns. The performance results are to be used merely as an indication depending on conditions in which the LIDAR System is used (including atmospheric conditions)

The LIDAR System is used under the sole responsibility of the Client, and LEOSPHERE cannot in any manner be held liable to the Client or any third party for any damages in connection with the use of the LIDAR System, such as loss of exploitation, clients, commercial damages, loss of goodwill, loss of data and or files as well as any incident or indisposition that may occur in the course of use of the LIDAR System.

8.2 Indemnification

In any event, LEOSPHERE' liability (meaning the total amount of damages and interest that may be claimed against LEOSPHERE arising out of or in connection with this Agreement) , shall not exceed the amount received by LEOSPHERE from the Client under this Agreement, for the providing of the LIDAR System or the relevant services, regardless of the nature of such claims.

9 COMMERCIAL REFERENCE

The Client expressly authorizes LEOSPHERE to cite its name orally or in writing, to reproduce its logo, and to publish pictures of the LIDAR System once installed at the client's site, as a commercial reference as of Agreement signature date.

LEOSPHERE expressly authorizes the Client to cite its name orally or in writing, as a technological reference.

10 IMPORT – EXPORT

Incoterms mentioned in financial quotation are ICC latest version.

The Client warrants it shall expressly conform to applicable international import/export regulations for materials if but not limited to these are intended for: a military organism, an organism relating to nuclear armament, or the development of weapons of mass destruction, or an entity manufacturing these types of weapons.

The Client warrants it shall expressly conform to applicable international regulations of the import or export of embargo materials, notably those of the United States of America.

The Client shall bear any cost linked to the grant of any requested importation license and more globally to any administrative process linked to the importation.

The Client warrants it shall inform LEOSPHERE prior to the purchase whether it is subject to these regulations, notably whether the Client intends to re-export materials towards a third country.

The sale will not occur unless and until written authorization is provided by LEOSPHERE and pertinent authorities of the country from which products originate.

In any case, LEOSPHERE shall be excused from all obligations and responsibilities in the event that the Client does not respect any authorization procedure as described here above or if any process appears not properly conducted or inefficient in any way. .

11 CONFIDENTIALITY

Both Parties warrant that they shall not communicate the content of this Agreement with any third party and further warrant that they will treat as strictly confidential all commercial, technical and financial information received from the other Party within the scope of this Agreement unless otherwise agreed to in writing by this other Party.

This confidentiality clause is not applicable to requests from any administration, including tax or legal authorities that may make a valid request.

12 NOTIFICATION - INFORMATION

All notices provided by one Party to the other Party with respect to any of the provisions within this Agreement shall be completed as specified in each applicable article of this Agreement and, where not specified shall be confirmed by formal notification (so as certified mail with return receipt).

Notices shall be sent by each Party to the other at the address indicated in the Quotation.

Each Party shall inform the other in writing of any change of address.

13 FORCE MAJEUR

Neither party shall be responsible for any delay or failure to meet its contractual obligation if such a delay or failure is due to a cause or condition reasonably beyond their control; and not caused by their own negligence.

14 JURISDICTION

This Agreement shall be governed by French law.

Any dispute arising out of or in connection with the interpretation or execution of this Agreement shall be submitted to the relevant tribunal within the jurisdiction of the *Cour d'Appel de Paris*, France.