

GENERAL TERMS AND CONDITIONS OF SALE

Reference : CGV_EN - EASii IC - May 2025

These general terms and conditions of sale govern all EASii IC sales worldwide.

ARTICLE 1 : DEFINITIONS

The following terms shall be defined as follows, whether used in the singular or plural:

1.1. "EASii IC" means the French company EASii IC SAS, located at 90 avenue Léon Blum, 38100 Grenoble, France, and all of its affiliated companies.

1.2. "Affiliated Company" means any company or legal entity that, currently or in the future, directly or indirectly, controls or is controlled, or is under the same control as the relevant Party, within the meaning of Article L233-3 of the French Commercial Code.

1.3. "Customer" means the natural or legal person ordering Products or Services from EASii IC.

1.4. "General Terms and Conditions of Sale" means these terms and conditions that apply to the sale of Services and Products by EASii IC, together with all documents attached or referenced thereto, such as the Special Terms and Conditions of Sale, to the exclusion of any other document.

1.5. "Collaborator" means any employee, agent, subcontractor, partner, or director of EASii IC.

1.6. "Creation" means any intellectual creation originating from EASii IC or its Collaborators, regardless of its nature, material, or form. Creations include, in particular, all Products, documents and manuals, tables, graphs, diagrams, and software.

1.7. "Prototype" means any prototype or sample of a Product provided by EASii IC to the Client and identified by EASii IC as such.

1.8. "Force Majeure" means any event beyond the control of the parties that makes it impossible to fulfill one or more obligations under the order, such as acts of war and terrorism, strikes, fires, floods, storms, explosions, and other natural disasters.

1.9. "Intellectual Property" means all registered trademarks, rights attached to company and trade names, models, designs, patents, copyrights, rights attached to sui generis databases, rights attached to know-how, and current or future intellectual property rights (whether registered or unregistered), as well as any application to acquire the aforementioned rights and any other rights intended to protect or produce similar effects to the aforementioned rights, worldwide.

1.10. "Order" means any order for Products or Services placed by the Client or its Employees with EASii IC.

1.11. "Price" means the prices for the Products in effect at the time of acceptance of the order, as published or amended by EASii IC pursuant to Section 8 hereof.

1.12. "Product" means any product specified in the order and to be provided by EASii IC to the Customer.

1.13. "Services" means the services (consulting, electronic development or ASIC, etc.) defined in the order and to be provided by EASii IC to the Customer.

Les termes ci-après seront définis comme suit, qu'ils soient utilisés au singulier ou au pluriel :

ARTICLE 2 : EXECUTION

2.1. Any execution pre-requires the express acceptance of the Order issued by the Client by a representative of EASii IC.

2.2. Notwithstanding the terms and conditions contained in any Customer document, such as in the General

Conditions of Purchase, only these General Conditions of Sale apply, except for the conditions expressly accepted by EASii IC.

ARTICLE 3: DELIVERY, DEADLINES AND QUANTITIES

3.1. Transfer of ownership will take place upon delivery Ex-Works (Incoterms 2020) 90 avenue LEON BLUM 38100 Grenoble, unless a different location is indicated by EASii IC.

3.2. The delivery times for Products and Services communicated by EASii IC are provided for information purposes only and are not guaranteed under any circumstances. Failure to meet a delivery deadline shall not entitle the Customer to cancel the Order or claim damages of any kind.

3.3. EASii IC may ship deliveries and invoice each delivery separately.

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

- the invoice and payment will reflect the quantities actually delivered ; and
- this variation shall not entitle the Customer to refuse or dispute the delivery.

ARTICLE 4: INTELLECTUAL PROPERTY RIGHTS

4.1. The sale of Products and Services shall not be construed as a transfer of title by EASii IC to the Customer in relation to any Intellectual Property rights attached to the Products; however, an irrevocable, non-exclusive, worldwide and perpetual license is granted to the Customer to integrate the Supplier's Products into finished products or systems used, offered for sale or sold by the Customer and by/to its customers, to the exclusion of all other rights, such as the right to sell the Products "as is."

When third-party or EASii IC software is integrated into a Product, the sale of the latter shall not be interpreted as a transfer of ownership rights to the software to the Customer, but solely as a non-exclusive, non-transferable, and non-assignable license to use the intellectual property rights attached thereto, within the limits of the rights granted by said third party or by EASii IC.

The Customer is not authorized to:

- modify, adapt, alter, translate this software or create derivative works from any software integrated into or made available with the Products by the Supplier;
- assign, sublicense, lend, transfer, distribute, or make available in any way this software;
- merge or integrate this software with, or into, other software;
- decompile, disassemble (including by reverse engineering) or attempt to extract the source code of this software without the written permission of EASii IC or the third party; or (e) use this software in any way whatsoever.

4.2. In view of future modifications to the software developed by EASii IC in connection with the Product-Related Creations, EASii IC will retain a copy of the necessary elements for four (4) years from the date of execution of the Order.

ARTICLE 5: WARRANTIES, COMPLIANCE, AND LIABILITY

5.1. The Products are provided without any warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose or application, or any warranty of non-infringement. However, if it turns out that the Products infringe the intellectual property rights of a third party following a final decision or judgment, thereby preventing the use or integration of the Products in the Customer's products, EASii IC will accept the return of said Products and

reimburse the purchaser up to the amount paid by the latter for the Products, excluding any other compensation.

5.2. EASii IC guarantees that the Products are free from defects in materials or workmanship for twelve (12) months from delivery, except for cards, for which the warranty period is six (6) months. This warranty does not cover defects resulting from normal wear and tear, negligence, misuse, lack of maintenance, accidents, or any other acts not attributable to EASii IC (the "Defects"). This warranty consists solely of repairing or replacing Products proven to be defective. The costs of redelivery of repaired or replaced products will be invoiced to the customer.

5.3. EASii IC shall not be bound by any warranty if the Customer fails to notify it of the alleged defect by mail within two weeks of discovering said Defect.

5.4. Regardless of the nature, basis, or terms of any action brought against EASii IC or its Employees, the compensation owed to the Customer for damages suffered shall not exceed the price paid by the Customer to purchase the Products that are the subject of the claim.

5.5. The Customer is fully responsible to themselves and third parties for the use of the Products supplied by EASii IC. The Customer is informed that the Products are not designed, manufactured, or intended for use as online monitoring equipment in hazardous environments requiring built-in safety, such as nuclear facilities, navigation or air communication systems, public transportation, air traffic control, life support devices, or weapon systems, in which a failure of the Products could directly result in death, personal injury, or serious property or environmental damage.

The Customer acknowledges that the use of EASii IC Products in such environments is entirely at its own risk and that it is responsible for verifying and validating the suitability of EASii IC Products for such use. The Customer acknowledges that EASii IC shall not be held liable for any claims or damages resulting from the use of the Products in such environments. The Customer undertakes to protect and hold EASii IC harmless from any claims, damages, losses, costs, and liabilities arising out of or in connection with such use.

5.6. The Customer shall refrain from selling, transferring, exporting, or re-exporting EASii IC Products or technologies when they are intended for use in activities involving the design, development, production, use, or stockpiling of nuclear, chemical, or biological weapons or missiles, or from using EASii IC's Products or technologies in facilities engaged in activities related to such weapons, unless EASii IC has given its prior written consent. The above provisions apply to any use that violates national or international prohibitions, such as embargoes or international regulations.

ARTICLE 6: TERMINATION

6.1. Either party shall be entitled to terminate the order with immediate effect, subject to 30 days' written notice, where:

- the other party is subject to receivership, bankruptcy, or dissolution proceedings, or ceases its activities for any reason whatsoever;
- a case of Force Majeure, as described in Article 9 hereof, persists for more than 90 calendar days.

6.2. Either party may terminate the order by giving written notice to the other party if the latter is in serious breach of any of its obligations under this agreement and fails to remedy such breach within thirty (30) days of receiving written notice requiring the defaulting party to remedy such breach.

6.3. Without prejudice to the other rights mentioned in this article, in the event of termination of the order by EASii IC for the reasons set out in Articles 6.1, 6.2, and 6.3 above, EASii IC shall be entitled to immediate payment for the Products by the Customer.

ARTICLE 7: CONFIDENTIALITY OBLIGATION

7.1. Each party undertakes to treat as confidential and not to disclose any information whose confidential nature is specified by the other party and which the party becomes aware of in any way whatsoever in the course of executing the order. In the case of confidential information communicated verbally or visually during a meeting, the party becoming aware of such information must be immediately informed of its confidential nature. The party that communicated this information must certify in writing that it has informed the other party of its confidential nature within thirty (30) calendar days of its verbal or visual communication. The following information shall in any event be confidential: the drawings and codes on which the final drawings and codes for the Products are based. Each party remains the owner of the confidential information communicated to the other party.

7.2. The following information shall not be considered confidential :

- a. the existence of the order, unless otherwise requested by the Customer;
- b. information relating to the parties that they themselves have made public;
- c. information legally obtained from a third party not bound by any confidentiality obligation or legal right;
- d. information known or developed by one of the parties prior to its transmission in connection with the order, as evidenced by prior written documents;
- e. information that has become public knowledge through prior or subsequent communications, without the intervention or fault of the party that becomes aware of it.

7.3. Each party undertakes to take all necessary measures to preserve the confidentiality of the information, in particular by:

- a. refraining from disclosing, verbally or in writing, all or part of the confidential information to anyone, except for its Employees who need to know this information in order to execute the order; such persons must then be informed of this obligation, and each of them will be held liable in the event of a breach in this regard. Upon request, each party will be required to disclose to the other party the names of persons who have access to confidential information ;
- b. refraining from disclosing confidential information to any third party without the prior written consent of the other party, unless otherwise specified;
- c. refraining from using confidential information for purposes other than the execution of the order;
- d. returning to the other party or destroying, at its discretion and as soon as possible upon request, any document, copy, note, recording, memo, or writing containing confidential information;
- e. in the event of a court or administrative order requiring the disclosure of all or part of the confidential information belonging to the other party, informing the latter within 24 hours of becoming aware of the aforementioned order; the disclosing party then undertakes to disclose only the information that it is legally required to disclose and to preserve the confidentiality of such information as far as possible.

7.4. This confidentiality obligation shall remain in force for the entire duration of the order and for a period of five years thereafter, regardless of the reason for termination.

ARTICLE 8: PRICES AND PAYMENT

8.1. The Prices of Products or Services attached to a commercial offer are valid for 30 calendar days from the date of issue of the offer and are firm, unless expressly stated otherwise. They do not include compliance with any requirements other than those indicated in the offer.

8.2. Unless otherwise agreed, prices are invoiced and payable in euros.

8.3. All taxes and duties will be invoiced in addition to the price in effect on the date of the invoice. Invoices are payable net and without discount within thirty (30) calendar days of the invoice date.

8.4. EASii IC reserves the right to apply late payment penalties for undisputed amounts that remain unpaid after 30 days, as indicated on the agreed Purchase Order. Any outstanding payments will be subject to interest at an annual rate, calculated from the payment due date until full payment is received, equal to the three (3) month London Interbank Offered Rate ("LIBOR USD") plus five points.

8.5. EASii IC may, as of right and upon simple notification, suspend delivery of the Products in the event of unpaid invoices.

8.6. EASii IC retains ownership of the Products and Services until they have been paid for in full.

8.7. The minimum order amount is set at EUR 500.00 excluding tax. For orders totaling less than EUR 500.00, an administrative processing fee of EUR 50.00 excluding tax will be added to the invoice.

ARTICLE 9 : FORCE MAJEURE

9.1 EASii IC shall be automatically released from any commitment relating to deadlines in the event of force majeure or events affecting it or its suppliers that are likely to disrupt the organization or activity of the company, such as, for example, lockouts, strikes, war, embargoes, fires, floods, equipment accidents, scrapping of parts during manufacture, interruptions or delays in transport or supplies of raw materials, energy or components, or any other event beyond the control of the Seller or its suppliers.

9.2. EASii IC shall inform the Customer as soon as possible, at the latest within 15 working days of becoming aware of the occurrence of this event.

ARTICLE 10: MODIFICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE

10.1. Any modification to these General Terms and Conditions of Sale will be communicated to the Customer and will then be fully applicable.

ARTICLE 11: INSURANCE

The Customer must take all necessary measures to release EASii IC from liability in respect of the order. Proof of insurance policies taken out must be provided immediately upon request.

ARTICLE 12: GENERAL PROVISIONS

12.1. Unless otherwise specified, notices sent by one party to the other by regular mail or email shall be validly enforceable.

12.2. Unless otherwise specified herein, Articles 4, 5, 7, 11, and 13 shall continue to have effect after termination of the order for any reason whatsoever.

ARTICLE 13: DISPUTE RESOLUTION

13.1. The parties undertake to take all necessary measures to reach an amicable settlement of disputes relating to the validity, interpretation, or execution of the order. Notwithstanding the right of each party to take emergency measures, no legal proceedings may be initiated until the parties have concluded in good faith that an amicable settlement of the dispute is impossible. If the parties do not reach this conclusion within two (2) months of the start of negotiations, they shall then regain the right to take legal action.

13.2. Any dispute arising from or in connection with the validity, interpretation, or execution of the order that cannot be settled amicably shall be brought before the Commercial Court of Grenoble. The place of arbitration shall be Grenoble (France) and negotiations shall be conducted in French.

13.3. The order is governed exclusively by and interpreted in accordance with French law. The Vienna Convention on the Sale of Goods of April 11, 1980, is excluded.

13.4. These General Terms and Conditions of Sale are written in French. In the event of translation into one or more foreign languages, only the French version shall be deemed authentic for the interpretation and execution of the order.