

**TERMS AND CONDITIONS
RELATING TO THE SUPPLY OF SODERN AURIGA STAR TRACKER(S)**

The supply (ies) of this order is of France origin and do(oes) not contain any US origin (EAR & ITAR) information or parts.

DEFINITIONS

Unless otherwise expressly stated hereinafter, the following terms shall be interpreted as they are set forth hereunder:

“**Agreement**” shall mean this document, the Order, all the Annexes and Exhibits hereto and other applicable documents, as amended, supplemented or substituted as and when applicable in accordance with the terms of this Agreement.

“**Applicable Laws**” means any law, statute, regulation, rule, order, decree or judgment of any court or any governmental authority of any jurisdiction including for compliance subject matters (i) the international laws of Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed under the aegis of the OECD on December 17, 1997 (the "Convention"), the United States Foreign Corrupt Practices Act of 1977 ("FCPA"), the UK Bribery Act 2010 and more generally any anti-corruption laws including the French Law Sapin II, (ii) the data protection laws including the EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data, repealing EU Directive 95/46/EC., (iii) the export control laws.

“**Background Data**” shall mean Information (as defined herein), other than Foreground Data (as defined herein), and conceived or developed before the effective date of this Agreement, or independent of the performance of this Agreement resulting from this Agreement, that is directly incorporated in the Work (as defined herein) or utilised in the performance of the Work.

“**Background Intellectual Property**” shall mean Intellectual Property, if any, either Party conceived or developed before the effective date of this Agreement or independent of the performance of this Agreement and any subcontract resulting from this Agreement.

“**Business Day**” shall mean any day other than a Saturday, Sunday or public holiday in any country where this Agreement shall be performed.

“**BUYER**” means the buyer with whom SODERN has entered into the Order as set forth in the Order.

“**BUYER Furnished Equipment**” shall mean any equipment, component, test mean provided by BUYER for the performance of SODERN's obligations.

“**Confidential Information**” shall have the meaning defined in Article CONFIDENTIALITY.

“**Customer**” means the customer(s) of the BUYER with whom the BUYER has entered into a Prime Contract(s) as set forth in the Order.

“**Data**” shall mean all designs, drawings, specifications, proprietary information, trade secrets and other Intellectual Property irrespective of its form.

“**Deliverable Item(s)**” shall mean the Work or part of the Work to be delivered under the present Agreement..

“**Deliverable Work**” shall mean Work or part thereof to be Delivered as part of the Work as identified in the present Agreement.

“**Delivery**”, “**Delivered**” or “**Deliver**” shall have the meaning identified in Article CONDITIONS OF DELIVERY

“**EDA**” or “**Effective Date of Agreement**” shall mean the date specified as such in this Agreement upon which the terms and conditions of this Agreement shall become effective.

“**End User**” means the entity designated in the End Use Statement as being the end user of the satellite.

“**End Use Statement**” means the statement provided by BUYER identifying the programme on which the satellite will be used, and the End User or End Users of the satellite laid out in an attachment to the Order.

“**Equipment (unit)**” shall mean the equipment or unit of equipment and required to be delivered by SODERN under this Agreement, i.e. AURIGA star tracker.

“**Flight Equipment or Flight unit**” shall mean any flight unit of Equipment to be launched.

“**Force Majeure Event**” means any event which is unforeseeable, unavoidable and beyond the control of one Party, the nature of which makes it impossible for all or part of this Agreement to be performed, including but not limited to acts of God or the public enemy, acts of the government in its sovereign capacity, explosions, war, riots, fire, floods, epidemics, quarantine restrictions, national strikes and freight embargoes, and which could not have been avoided by that Party through the exercise of reasonable foresight or reasonable precautions, and which cannot be circumvented by that Party's best efforts to establish acceptable work-around plans. For the avoidance of doubt the following events shall be Force Majeure Events: refusal, cancellation or delay in receipt, of any permits, licences or any other approvals, permissions or consents necessary to carry out the Work or to perform obligations under this Agreement, whether from a government or any other authority, agency or body; or any event which occurred after a contractual deadline in respect of the Work,
SODERN ref. (May 2022)

“**Foreground Data**” shall mean any Data generated directly in the performance of the Work, either Party first conceives and actually reduces to practice, makes, develops or prepares in the performance of this Agreement.

“**Foreground Intellectual Property**” shall mean all Intellectual Property generated directly in the performance of the Work and shall include Subject Inventions.

“**Incoterms® 2020**” means the international rules for the interpretation of trade terms published by the International Chamber of Commerce, 2020 edition.

“**Information**” shall mean any information of a proprietary, industrial or intellectual nature including without limitation, business or manufacture processes, methods, drawings, technical specifications, know-how, software, source code, object code, inventions, whether protected or not by registered intellectual property rights available under any law, including without limitation patents, registered trademarks, utility certificates or copyrights and any application for any of such registered intellectual property right.

“**Intellectual Property**” shall mean the legal rights relating to inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets, any legal rights relating to proprietary data such as technical data and any other legally protectable information including computer software. Inventions may be patentable or non-patentable or otherwise entitled to intellectual property protection, including copyright and trade secret protection.

“**Order**” shall mean the BUYER’s purchase order of the supplies subject to the herein terms and conditions of the present document and the proposal submitted by SODERN.

“**Party**” or “**Parties**” means the BUYER and SODERN hereinafter referred to individually as Party and collectively as Parties.

“**Place of Delivery**” shall mean the place to which the Work shall be delivered as identified in Article CONDITIONS OF DELIVERY”.

“**Prime Contract**” shall mean the contract between a Customer and BUYER in respect of a Programme pursuant to which SODERN is performing the Work under this Agreement.

“**Representative(s)**” shall mean exhaustively the directors, officers, employees of either Party.

“**Right to Practise**” means a right to disclose, make, use, lease, sell, dispose and otherwise practice.

“**Right to Use**” means a right to disclose, copy, duplicate, reproduce, modify and otherwise use. Right to Use does not include the right to manufacture or have manufactured.

“**Star Tracker**” shall mean the SODERN AURIGA star tracker that is a commercial-off-the-shelf item, fully developed by SODERN.

“**Subject Invention**” shall mean an invention, discovery, improvement or innovation, of more than a trifling or routine nature, whether or not patentable, conceived or first actually reduced to practice in the performance of the Work and which is not developed by SODERN at its sole expense in connection with the design, research or development of "off-the-shelf" works.

“**T&C**” or “**Terms and Conditions**” means the present terms and conditions of SODERN relating to the supply of SODERN AURIGA Star Tracker(s)

“**Technical Documentation**” shall mean any documentation describing the technical definition as laid down in the Order’s attachment.

“**Unnecessary Background Data**” means Background Data that is not necessary in order to use any Foreground Data or to practice any Subject Invention.

“**Work**” shall mean all construction, manufacturing, services and acts, including tests, to be performed and any and/or all Deliverable Works and equipment, materials, parts, work-piece, items, matters, information, services and all documentation to be furnished and rights to be transferred under the Order.

“**Working Day**” means any day other than a Sunday or public holiday.

1 VALIDITY AND SCOPE OF WORK OF THE AGREEMENT

By signing present T&Cs, the BUYER agrees to procure the Work from SODERN in accordance with the Agreement provisions. In counterpart, SODERN undertakes to perform the Work as identified in and in accordance with the Agreement.

1.1 Prices and price characteristics

The total prices applicable are set out in the Commercial Proposal attached.

1.2 Settlements

The currency of account and payment is the EURO (€).

The settlements are thirty (30) calendar days from receipt of the invoice, by bank transfer.

SODERN's bank is:

Crédit Agricole Corporate and Investment Bank
CA CIB
12, place des Etats-Unis – CS 70052
92547 Montrouge CEDEX
Compte n° 31489 00010 00213789940 47

1.3 Delay in payment

In the event of late payment, after giving formal notice by registered letter with acknowledgement of receipt which has had no result within fifteen (15) calendar days, SODERN shall be entitled to, without prejudice to the interests that SODERN may claim, without giving any kind of formal notice:

- interests on overdue payments calculated on the basis of a yearly 4% of the late payment amount from the day following the due date to the effective date of payment, and..
- flat rate payment of €4000 to cover recovery costs

Supplementary compensation may be claimed, based on supporting documents, when the recovery costs presented are higher than the amount of the flat rate payment.

2 ACCEPTANCE

2.1 Documentation

The documentation issued by SODERN is standard. Therefore, no modification or adaptation on the BUYER's request is foreseen.

3 CONDITIONS OF DELIVERY

3.1 Deliveries of the Equipment

SODERN shall deliver Deliverable Items to BUYER according to ICC INCOTERMS® FCA 2020 Roissy CDG Airport.

3.2 Deliveries of documentation

SODERN shall deliver the documentation in digital format to the BUYER and in accordance with SODERN specifications.

4 TRANSFER OF TITLE AND RISK

4.1 Risk

Risk of loss or damage shall pass from SODERN to BUYER on delivery to Roissy CDG Airport according to FCA Roissy CDG Airport, France - ICC INCOTERMS® 2020

4.2 Property title

Title in the Deliverable Items shall pass to BUYER upon relevant payment.

5 FORCE MAJEURE

5.1

The Parties shall not be liable for any loss, damage or non-performance of any contractual obligation hereunder caused by the events of extraordinary nature which occurred after signing of this Agreement, including flood, fire, earthquake, storm, epidemic, war or war actions, sabotage, terrorist act, strike or other labour dispute actions, the act of government (including but not limited to export license denials or withdrawals) or an act of God or other events which are beyond the Parties control and which either Party could not neither foresee nor prevent by reasonable measures; Force Majeure Event is defined in Article Definitions.

DEFINITIONS

5.2

In case such a Force Majeure Event occurs, the Party affected by such a Force Majeure Event, shall within five (5) Working Days inform the other Party. Such notice shall include a description of the event.

Within fifteen (15) Working Days of the aforementioned notice, a letter including work-around plans, alternate sources, or any other means shall be submitted by the Party suffering the Force Majeure Event; and said Party will utilise them to minimise the impact of any delay of the Work. In the event that one Party disputes the existence of a Force Majeure Event, then it shall notify the other Party within twenty five (25) calendar days from the date of notice of the Force Majeure Event.

5.3

In case that the Force Majeure Events last 6 (six) months or any other period as agreed by the Parties, the Parties shall have the right to terminate this Agreement.

6 WARRANTY

SODERN undertakes to remedy any defects resulting from faulty design, materials or workmanship, for a period of 12 (twelve) months starting from the date of Delivery, or until launch whichever occurs first.

BUYER shall notify SODERN in writing without delay of any defects that have appeared and shall give to SODERN every opportunity of inspecting and remedying them by returning to SODERN the Equipment in which a defect covered by this clause has appeared.

The delivery to BUYER of such Equipment properly repaired shall be deemed to be a fulfilment by SODERN of his obligations under this Agreement.

Defective parts replaced in accordance with this clause shall be SODERN's property.

The period of warranty shall be extended by such period as the defective items were not available to BUYER.

Are at SODERN's expenses:

- cost of transportation and return of the Equipment between BUYER and SODERN's premises,
- cost of parts,
- cost of SODERN's manpower (exclusive of personnel travel expenses in case of repair at BUYER's premises).

SODERN's liability shall not apply in case of:

- defects caused by components, equipment or sub-assembly furnished by BUYER,
- improper use, maintenance or storage of the Equipment,
- alteration or repair carried out without SODERN's consent in writing, or carried out improperly,
- normal wear,
- defects which are induced by any anomaly occurred in an electronic or mechanical components following alert.

The warranty applies to the Equipment delivered by SODERN and excludes any costs in relation with the disassembly/re-assembly (including failure analysis, tests, etc) of SODERN's defective Equipment integrated in the higher BUYER equipment.

Any costs induced by defective components supplied by BUYER (such as failure analysis, tests, disassembly re-assembly) are excluded from the field of the warranty.

The provisions herein represent SODERN's entire liability in respects of defects in the Equipment after acceptance. The warranties provided under this provision are exclusive of any oral, written, express or implied warranty as well as any compensation, remedy or damages that the BUYER would claim under this Agreement or at law.

7 ACCESS TO WORK AND DATA OF SODERN

7.1

Access to SODERN's premises shall be on a "need to know" basis and after sufficient notice has been given to SODERN and subject to the agreement of SODERN.

Access to SODERN premises shall be congruent with the security clearance requirements in relation with the French Law, such as, but not limited to restrictive defense area rules, internal schedule and security rules. Identity document may be required.

7.2

While realizing its right of access, BUYER and/or its Representatives shall comply with the administrative procedures, internal rules and regulations of SODERN.

8 WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT

The ground support or any spare equipment supplied under this Agreement (excluding any flight launched equipment) falls into the scope of the European regulation in relation with waste electrical and electronic equipment and the relevant national law. Under this regulation, BUYER agrees to be responsible for collection, treatment, recovery and environmentally sound disposal of the equipment in compliance with its national laws and to bear the relevant cost.

More generally, BUYER undertakes to comply with the duties required by such regulation under its national laws and to assign the obligations provided in this clause to the next buyer of the Equipment. BUYER undertakes to verify that such regulation has been assigned properly to the end-user of the Equipment.

9 LIABILITY

9.1

The specific remedies set forth herein shall be the sole and exclusive remedies available to the Party entitled to claim them and in substitution for all other remedies arising under law or equity in relation to the specific matter that the remedy responds to.

9.2

In no event shall either Party be liable to the other, in contract or otherwise, for any loss of profits or revenue or incidental or consequential damages of any nature arising at any time or from any cause whatsoever, including specifically, but without limitation, loss of business opportunities, loss of full or partial use of any equipment, losses by reason of operation of any Deliverable item at less than capacity, delays, cost of replacements, cost of capital loss of goodwill, claims of BUYER's customer or third parties.

9.3

SODERN's aggregated liability (including liquidated damages, warranty, infringement, indemnity and all other liabilities) shall not exceed one hundred (100%) of the amount of Order price or five hundred thousand euros (500,000 euros) whichever is lesser except in the case of the termination of the Agreement.

10 INTELLECTUAL PROPERTY RIGHTS

The Work to be performed under the Present Order do not include experimental, development or research activities.

10.1 Background Intellectual Property

The Parties do not anticipate that SODERN will need or receive any BUYER Background Intellectual Property or Foreground Intellectual Property to perform its Work under this Agreement.

SODERN represents that all Background Intellectual Property owned or controlled by SODERN that it believes may be used to design, develop, manufacture, and market the BUYER star tracker with AURIGA mainly concern AURIGA Star Tracker Design and Industrial File, including AURIGA Software.

SODERN's generic AURIGA design and industrial file includes in particular, but not limited to:

- All AURIGA hardware and software design,
- All tools as AURIGA numerical models and star catalogues,
- All AURIGA test facilities used to test and validate the star tracker,
- All tools, test procedures, manufacturing processes.

SODERN's generic AURIGA design and industrial file is detailed here-after in Exhibit A. This list does not constitute an exhaustive list and may be updated at any time by SODERN.

The above data are SODERN's ownership and has been developed exclusively at SODERN's private expenses. These data are expected to be used by SODERN for the Programme. In no event they constitute deliverable data.

BUYER shall retain all right, title and interest to its own Background Intellectual Property and grants no license to such Background Intellectual Property to SODERN.

SODERN shall retain all rights, title and interest to its own Background Intellectual Property and grants to BUYER a royalty free, world-wide, non-exclusive, irrevocable and non-assignable licence to use any Background Intellectual Property with the exception of Unnecessary Background Data, owned or controlled by SODERN that is necessary to design, develop, manufacture, and market the BUYER's equipment with SODERN's AURIGA star tracker for the Programme. In connection with the present Agreement, SODERN grants to the BUYER the right to grant royalty free, worldwide, non-exclusive, irrevocable sublicenses to BUYER's Customers to use all such Background Intellectual Property that is necessary for the use, operation, and maintenance of the BUYER star tracker with SODERN's AURIGA star tracker with prior written notification to SODERN as per the provision dedicated in the relevant NDA and for the Programme only. The right to use granted to the BUYER and to the BUYER's Customers shall not include whatever right to manufacture, duplicate AURIGA star tracker.

10.2 Foreground Intellectual Property

SODERN shall retain all rights, title and interest to results achieved by SODERN that come from the Work (hereinafter referred to as the "Foreground Data") and grants to BUYER a royalty free, world-wide, non-exclusive, irrevocable and non-assignable licence to use any Foreground Intellectual Property that is necessary to design, develop, manufacture, and market the BUYER's equipment with SODERN's AURIGA star tracker for the Programme. In connection with the Present Agreement, SODERN grants the BUYER the right to grant royalty free, worldwide, non-exclusive, irrevocable sublicenses to BUYER's Customers to use all such Foreground Intellectual Property that is necessary for the use, operation, and maintenance of the BUYER higher equipment with SODERN's AURIGA star tracker with prior written notification to SODERN as per the provision dedicated in the NDA and for the Programme. The right to use granted to the BUYER and to the BUYER's Customers shall not include whatever right to manufacture, duplicate AURIGA star tracker.

10.3 Infringement

SODERN shall hold harmless and indemnify BUYER against any suit or proceeding brought by any third party to the extent it is based on a claim that the AURIGA star tracker supplied to BUYER under this Agreement that may result from this Agreement infringes any intellectual property of the third party. SODERN shall defend any such suit or proceeding brought against BUYER and shall pay all damages and costs awarded therein against BUYER. Such obligation to indemnify and hold BUYER harmless shall not apply to the extent any claim of infringement is based on an assertion that the infringement arises from the combination of the AURIGA star tracker with any other equipment or device not produced or supplied by SODERN.

BUYER shall hold harmless and indemnify SODERN against any suit or proceeding brought by any third party to the extent it is based on a claim that the combination of the AURIGA star tracker supplied to BUYER under this Agreement that may result from this Agreement with any other equipment or device not produced or supplied by SODERN infringes any intellectual property of the third party. BUYER shall defend any such suit or proceeding brought against SODERN and shall pay all damages and costs awarded therein against SODERN.

In order to obtain the indemnification set forth above, the Party seeking indemnification shall provide to the indemnifying Party:

- written notice of any claim of infringement within seven (7) calendar days of the seeking Party's knowledge of such claim, and
- the opportunity for the indemnifying Party to defend and settle the claim, suit, or proceeding.

11 EVOLUTIONS OF WORKS

11.1

Any evolution of Work proposed by BUYER or SODERN is subject to the prior written consent of both Parties, and is notified by an amendment to the Order.

Any amendment shall be concluded in consideration of technical, financial and calendar consequences for any evolution proposed by BUYER and/or SODERN.

12 TERMINATION

12.1 Termination For Cause

Either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other following any material breach by the other and the failure of such other Party to cure such breach prior to the expiration of such thirty (30) calendar day period.

In case of breach from SODERN, the BUYER shall pay to SODERN the price of the Work Delivered.

In case of breach from the BUYER, SODERN shall be entitled to compensation as follows: the BUYER shall reimburse SODERN the total direct costs incurred by SODERN in the performance of the Work, profit margin of SODERN included. In addition to the above, the BUYER shall be obligated to pay to SODERN forfeit indemnities amounting to eight percent (8%) of the Order price.

12.2 Termination Other Than For Cause

12.2.1

The Parties may terminate this Agreement or any part thereof at its convenience upon a thirty (30) calendar days written notice to the other Party. Upon such notice SODERN shall stop all the activities on the terminated portion of the Work. In such event SODERN shall be entitled to compensation. The BUYER shall reimburse SODERN the total direct costs incurred by SODERN in the performance of the Work.

12.2.2

BUYER shall pay to SODERN the said compensation within 30 (thirty) calendar days. All amounts previously paid by BUYER to SODERN under the Contract terminated shall be deducted to determine the amount to be paid.

The rights and remedies identified in whole Article 12 shall be the sole remedies to which either Party shall be entitled in the event of termination of the Order in whole or in part and shall be exclusive of any other rights and remedies available at law in respect of termination.

13 HARDSHIP PROVISIONS

Should the technical, economical or commercial circumstances prevailing on the date of signature of the Agreement change significantly or be of an exceptional nature that leads to a general disruption of the economic conditions of the Agreement such that they undermine the execution by one of the Party of its obligations, the Party affected by such a change is entitled to request an adjustment to the terms of the Agreement. If the Parties fail to achieve a settlement, provisions of herein Article 12.2 Termination Other Than For Cause shall be applicable.

14 CONFIDENTIALITY

All exchanges of proprietary and confidential information between the Parties in support of this Agreement shall be governed by the terms and conditions set out in Exhibit B. It is acknowledged and agreed by the Parties that all of the rights and obligations of the Parties under the terms and conditions set out in Exhibit B, including but not limited to obligations pertaining to use and disclosure of Proprietary Information of the other Party, shall be deemed to survive the termination of this Agreement by a period of 10 (ten) years from the date of such termination.

Any confidential data and information disclosed by the Parties to each other hereunder shall be so identified.

The Party obtaining confidential data and information shall take all reasonable measures to protect such data and information in accordance with this Party's practice and procedure as to its own confidential data and information.

15 PUBLICITY

During any reasonable time and, in any case, prior to the issue and/or publication of any announcement article, brochure advertisement, report in relation to this Agreement to the Work hereunder, and, in any case, pursuant to the confidentiality conditions, the publishing Party shall notify the other Party on the fact, subject scope and time of issue and/or of publication of such information.

16 COMPLIANCE WITH IMPORT/EXPORT LAWS AND REGULATIONS

16.1 Information

BUYER shall transmit to SODERN in due time all information needed by SODERN, such as the final use certificate (Exhibit C), to examine and obtain any required governmental authorizations.

16.2 Right and obligation

All rights and obligations of the Parties under this Agreement pertaining to disclosure or receipt of hardware or technology are subject to requirements and restrictions imposed pursuant to all applicable export laws and regulations.

16.3 Export licenses and final destination control

16.3.1 US ITAR

At the date of signature of the present Agreement, the proposed Deliverable Work is France origin and does not contain any US origin (EAR & ITAR) information or parts.

16.3.2 French export regulation

Star Trackers and associated Ground Support Equipment supplied by Sodern are listed in the Dual Use items according to "Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items". Export of the goods will be performed under the EU General Export Authorization 001 (EU001) which does not require any End User Certificate from customer.

In the event customer intends to re-export such commodity to any third party outside EU001 countries, customer shall send prior notice to Sodern in order to be compliant with French and EU legislations.

16.3.3 Liability

Any change of export control classification of commodities or any components or parts during the performance of the Agreement shall constitute an excusable delay and a Force Majeure event subject to termination should the event lasts over 6 (six) months.

It is further agreed by the Parties that SODERN shall not be liable for any change of export classification whatsoever after the delivery of the relevant equipment to the BUYER, even during the warranty period. In that case, it shall be the duty of the BUYER to apply for the required license

17 ETHICS AND CODE OF CONDUCT

The Parties herein undertake to be fully compliant with International Trade Laws and Regulations. Neither Party or any of their officers, directors, employees or agents shall not violate the regulations of any anti-corruption, anti-money laundering, anti-terrorism, anti-trust, anti-bribery, export control, economic sanction and anti-boycott laws, the regulations and administrative requirements applicable to BUYER and SODERN including without limitation the provisions of the OECD Convention of December 17, 1997, all applicable laws and regulations in force in UK, and in particular the French anti-corruption laws, the U.S Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010.

18 DISPUTES

In the event of any dispute, controversy or claim arising out of or in connection with the existence, the validity, the interpretation, the execution and/or the termination of this Agreement, the Parties agree to submit the matter to settlement proceedings under the International Chamber of Commerce ADR Rules. If the dispute, controversy or claim has not been settled within a period of two (2) months following the filing of a request for ADR pursuant to the said Rules, such dispute, controversy or claim shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The arbitration award shall be final and binding upon the Parties hereto and not subject to appeal and judgment upon such decision may be entered and enforced in any court of competent jurisdiction.

Any arbitration conducted hereunder shall be governed by the following provisions:

- (i) The arbitration shall be held in Paris, France
- (ii) The arbitration shall be conducted in the English language;
- (iii) In specific regard to rules of evidence, the arbitration shall be conducted in accordance with the International Bar Association "Rules on the Taking of Evidence in International Commercial Arbitration" in effect as of the date hereof; and,
- (iv) The arbitration proceeding shall be confidential.

Notwithstanding the above, either Party may seek injunctive relief in any court of competent jurisdiction against improper use or disclosure of proprietary information.

19 APPLICABLE LAW

This Agreement shall be governed by and interpreted under the laws of France with the exclusion of the conflict of laws rules. While performing this Agreement, the Parties agree to comply with all applicable laws and regulations and to execute any certificates, representations and warranties or provide any notices required by their own national authority at the date here-off. When visiting the other Party's plant, each Party will comply with the other Party's rules and security restrictions.

Any and all disputes which may arise out of or in connection with this Agreement shall be settled in accordance with here-above Article DISPUTES.

20 LANGUAGE

This Agreement has been / will be written in English and only this language version shall be authentic. Any translation of this Agreement into a language other than English shall be for information purposes only.

All notices, correspondence, communication and documentation to be issued, exchanged or delivered to either Party in connection with the performance of this Agreement shall be in English.

21 ASSIGNMENT

Unless otherwise agreed by the Parties, neither Party shall assign this Agreement in whole or in part to any third party without the prior written consent of the other Party hereto.

22 CORRESPONDANCE, NOTICES AND REPORTS

22.1

Unless otherwise agreed, all the official correspondence of the Parties, and any and all notices, notifications and reports hereunder shall be made to the following addresses:

SODERN

20 avenue Descartes
94451 LIMEIL-BREVANNES CEDEX
FRANCE

The BUYER shall communicate his address details and points of contact.

22.2

Pursuant to paragraph 22.1 of this article, SODERN shall send any and all correspondence, notices, notifications and report hereunder, and any and all documentation, data and information hereunder, to BUYER.

Pursuant to paragraph 22.1 of this article, BUYER shall send any and all notices and notifications hereunder to SODERN.

23 ANTI-CORRUPTION

The Buyer represents and warrants that neither the customer nor any of its officers, directors, employees or agents, and any individual or company that will be involved in the Agreement has been under or is being under a current criminal investigation or has been or is being convicted under the criminal law of the Place of Incorporation of the customer and abroad, for acts relating to corruption including bribe, lavish gift, conflict of interest, facilitation payment..., which aim is to obtain an undue advantage, money laundering or violation of company law or regulation in force governing business corporations and is compliant with all Applicable Laws.

EXHIBIT A

SODERN BACKGROUND INTELLECTUAL PROPERTY RIGHTS relatives to :
 SODERN star tracker AURIGA – Commercial Item, France Origin, design proprietary of SODERN
 There here-below list does not constitute an exhaustive list and may be updated at any time by SODERN

Exact name of BIPR Item	Ownership	Description	Type
DESIGN AND INDUSTRIAL FILE HYDRA (Including but not limited to)			
ALGORITHMS (Including but not limited to)			
Projet "ATOS"	Sodern	ATOS (Assessment Tool for Optical Sensor) is a star tracker image simulation and processing tool, intended to the study of these processing: FPGA, basic software, and some processings carried out by application software	Tool/instrument
Projet "Adelaide"	Sodern	ADELAIDE is a Simulink workshop to develop application softwares for star trackers	Tool/instrument
Mélusine	Sodern	Part of Adelaide Mélusine is a automatisatation tool for the functional validation of star tracker applicative software	Tool/instrument
Projet "OGCE"	Sodern	OGCE is a tool which generates star catalogues of star trackers from astronomic catalogues.	Tool/instrument
Manuel d'utilisation des logiciels de simulation numérique (ATOS)	Sodern	User manual describing practical use of ATOS tool	Documentation
Description technique des logiciels de simulation numérique (ATOS)	Sodern	Technical detailed description of ATOS tool to the attention to developers	Documentation
Rapport de validation des logiciels de simulation numérique (ATOS)	Sodern	Validation test reports of ATOS	Documentation
Manuel d'utilisation du logiciel de simulation ADELAIDE	Sodern	User Manual describing ADELAIDE simulation software	Documentation
Outil d'automatisation de la validation (Mélusine)	Sodern	Specification of the automation tool for Star tracker software functional validation	Documentation
Manuel utilisateur de l'Outil de Génération des Catalogues d'Etoiles	Sodern	User manual Describing the tool which generates star catalogues	Documentation
R&T (Including but not limited to)			
Algo de calibration en vol de STR		Résultats R&T Calibration en vol CNES	Documentation
Calibration en vol [...]		Enveloppe SOLEAU N°545083 2015 08 12	Enveloppe Soleau
SYSTEME DE DETECTION ET DE MESURE COMPRENANT UN SENSEUR OPTIQUE, ET PROCÉDES DE DETECTION ET DE MESURE ASSOCIE	50% CNES / 50% Sodern	Patent FR297258A1	Patent
R&T Absorbours CILAS		All documentation software, algorithms and test results obtained in the frame of the mentioned R&D contract	
Archi HORUS et Calib DSNU		All documentation software, algorithms and test results obtained in the frame of the mentioned R&D contract	
CASSIOPEE		All documentation software, algorithms and test results obtained in the frame of the mentioned R&D contract	
Viseur diurne		All documentation software, algorithms and test results obtained in the frame of the mentioned R&D contract	
Correction en vol DSNU		All documentation software, algorithms and test results obtained in the frame of the mentioned R&D contract	
Implémentation des algorithmes		All documentation software, algorithms and test results obtained in the frame of the mentioned R&D contract	
R&T analyse Gyro et Stellaire		All documentation software, algorithms and test results obtained in the frame of the mentioned R&D contract	Documents, Analysis
Caractérisation HAS3		All documentation software, algorithms and test results obtained in the frame of the mentioned R&D contract	
Sun sensing with STR		All documentation software, algorithms and test results obtained in the frame of the mentioned R&D contract	
Optimisation Logiciel Senseur		All documentation software, algorithms and test results obtained in the frame of the mentioned R&D contract	
Amélioration des performances		All documentation software, algorithms and test results obtained in the frame of the mentioned R&D contract	
Observation des débris		All documentation software, algorithms and test results obtained in the frame of the mentioned R&D contract	Documents, Analysis
Recalibration de distorsion SST en vol		All documentation software, algorithms and test results obtained in the frame of the mentioned R&D contract	Documents, Analysis
Stabilisation ligne de visée		All documentation software, algorithms and test results obtained in the frame of the mentioned R&D contract	Documents, Analysis
CNES - senseur stellaire COTS		All documentation software, algorithms and test results obtained in the frame of the mentioned R&D contract	Documents, Analysis
R&T Gyro stellaire		All documentation software, algorithms and test results obtained in the frame of the mentioned R&D contract	Documents, Analysis, Test Results
AURIGA CP (Including but not limited to)			
DESIGN FPGA SENSOR SUR AURIGA	Sodern		Auriga FPGA
Specification technique de besoin du FPGA Sensor sur Auriga			Auriga FPGA
rapport de conception du FPGA Sensor			Auriga FPGA
Auriga sensor module software interface control document			Auriga FPGA
AURIGA FPGA Validation Report			Auriga FPGA
AURIGA FLIGHT SOFTWARE			Auriga Software
Specification Technique du logiciel du Viseur Auriga pour OneWeb			Auriga Software
Architecture et Description du Logiciel Auriga			Auriga Software
Auriga Software Interface Control Document for OneWeb			Auriga Software
AURIGA CP library ICD			Auriga Software
Auriga in flight user's manual			Auriga Software
AURIGA CP library User Manual			Auriga Software
AURIGA CP in-flight User Manual			Auriga Software
AURIGA STAR TRACKER			Auriga Design
AURIGA CP Technical Specification			Auriga Design
AURIGA STR Notations, Conventions & Def.			Auriga Design
AURIGA STR Design Description and Budgets			Auriga Design
AURIGA CP Technical Description&Budgets			Auriga Design
AURIGA STR Mechanical Interface Control Document (MICD)			Auriga Design
AURIGA CP OPTICAL HEAD Mechanical Interface Control Document (MICD)			Auriga Design
AURIGA STR Electrical Interface Control Document (EICD)			Auriga Design
AURIGA CP Electrical ICD			Auriga Design
AURIGA Process Flow Chart			Auriga Design
Instructions d'intégration et tests viseur AURIGA			Auriga Design
AURIGA Control Plan			Auriga Design
AURIGA STR Acceptance Test Plan			Auriga Design
AURIGA CP OH Acceptance Test Plan			Auriga Design
AURIGA Verification Control Document for OneWeb			Auriga Design
AURIGA Qualification Status List (QSL)			Auriga Design
Validation of the cmv2000 detector			Auriga Design
INFRASTRUCTURE DE PRODUCTION AURIGA			Auriga production and testing means
Cahier des Charges Usine Auriga			Auriga production and testing means
Plan de l'usine AURIGA			Auriga production and testing means
MOYENS D'ESSAI VISEUR AURIGA			Auriga production and testing means
Specification des moyens d'essai de recette GSE Auriga			Auriga production and testing means
OUTILLAGES DE PRODUCTION AURIGA			Auriga production and testing means
Plan de maintenance usine et moyens AURIGA			Auriga production and testing means

Exact name of BIPR Item	Ownership	Description	Type
AURIGA SA (Including but not limited to)			
AURIGA SA with 10H	Sodern		Auriga Design
AURIGA SA with 20H			Auriga Design
AURIGA SA with 30H			Auriga Design
AURIGA SA with 20H + SpW Chan			Auriga Design
AURIGA SA Technical Specification			Auriga Design
AURIGA SA Technical Description&Budgets			Auriga Design
AURIGA SA PROCESSING UNIT FOR 3 OH (MICD)			Auriga Design
AURIGA SA Electrical ICD			Auriga Design
AURIGA SA Acceptance Test Plan			Auriga Design
AURIGA_SA FLIGHT SOFTWARE			Auriga Software
SW Architecture for Auriga SA			Auriga Software
AURIGA SA RS422 Software ICD			Auriga Software
AURIGA SA in-flight User Manual			Auriga Software

EXHIBIT B**EXCHANGE AND NON DISCLOSURE OF PROPRIETARY INFORMATION – TERMS AND CONDITIONS**

Within the frame of the Agreement, SODERN and the BUYER may disclose to each other certain information of a proprietary or confidential nature. The Parties are willing to protect such Proprietary Information and, in particular, to provide for the conditions of disclosure of these Proprietary Information.

Therefore, the Parties acknowledge and agree as follows:

1. The term "Proprietary Information" shall mean any information or data not generally available to the public disclosed by either Party to the other of any kind including technical, financial and/or commercial information disclosed either in writing or in machine readable form or orally, subject to the conditions set forth hereafter, and including without limitation any written or printed documents, samples, models or any means of disclosing such Proprietary Information that the Parties may elect to use during the life of the Agreement.
2. Any information or data in whatever form disclosed by either Party to the other and which is designated as proprietary and/or confidential to the disclosing Party by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as proprietary at the time of disclosure and has been promptly (thirty (30) days at the latest) confirmed and designated in writing as Proprietary Information of the disclosing Party, shall be subject to the present terms and conditions.
3. Nothing in the Agreement or in the present terms and conditions may be construed as compelling either Party hereto to disclose any Proprietary Information to the other, or to enter into any further contractual relationships.
4. Each Party, to the extent of its right to do so, shall disclose to the other Party only such Proprietary Information which the disclosing Party deems appropriate to fulfill the purpose of the Agreement. The Parties hereby represent that the disclosure of Proprietary Information by and between themselves is not contrary to the laws and regulations of their respective countries. Furthermore the Parties hereby acknowledge and agree that any disclosure of Proprietary Information hereunder is for evaluation purpose only and shall not be construed as an inducement to further business arrangements which are or could be regarded as contrary to lawful trade practices or competition protection laws, rules or regulations and that they shall at all times comply with such laws, rules or regulations.
5. The receiving Party hereby covenants that from the date of its disclosure and for a further period of ten (10) years from expiry or date of termination of the Agreement, the Proprietary Information received from the disclosing Party shall:
 - (a) be protected and kept in strict confidence by the receiving Party which must use the same degree of precaution and safeguards as it uses to protect its own Proprietary Information of like importance, but in no case any less than reasonable care;
 - (b) be only disclosed to and used by those persons within the receiving Party's employees who have a need to know and solely for the purpose of executing the Agreement;
 - (c) not be used in whole or in part for any purpose other than for executing the Agreement without the prior written consent of the disclosing Party. Therefore, the receiving party shall not reverse engineer, disassemble or decompile any prototypes, hardware devices, software or other tangible objects which embody the Proprietary Information;
 - (d) neither be disclosed nor caused to be disclosed whether directly or indirectly to any third party or persons other than those mentioned in Subarticle (b) above;
 - (e) neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication have not been specifically authorized in writing by the disclosing Party.
6. In the event that the receiving party is requested to disclose Proprietary Information pursuant to the request of a governmental or jurisdictional authority, the receiving party shall, without delay, give the disclosing party a written notice of the above request and shall reasonably cooperate with the disclosing party in order to avoid or limit such disclosure.
7. Any Proprietary Information and copies thereof disclosed by either Party to the other shall remain the property of the disclosing Party and shall be destroyed or returned by the receiving Party immediately upon request.
8. Except as aforementioned, the receiving Party shall have no obligations or restrictions with respect to any Proprietary Information which the receiving Party can prove:
 - (a) has come into the public domain prior to, or after the disclosure thereof and in such case through no wrongful act of the receiving Party ; or
 - (b) is already known to the receiving Party, as evidenced by written documentation in the files of the receiving Party ; or

- (c) has been lawfully received from a third party without restrictions or breach of the present terms and conditions and/or the Agreement ; or
 - (d) has been or is published without violation of the present terms and conditions and/or the Agreement; or
 - (e) is independently developed in good faith by employees of the receiving Party who did not have access to the Proprietary Information ; or
 - (f) is approved for release or use by written authorization of the disclosing Party;
 - (g) is not properly designated or confirmed as proprietary.
9. Any Proprietary Information disclosed by the Parties which is Classified Information shall be identified by the disclosing Party as Classified Information at the time of disclosure and the disclosure, protection, use and handling of such information shall be in accordance with the security procedures prescribed by the appropriate Government.
The Parties hereto acknowledge their respective obligations to control access to technical data under the applicable governmental export Laws and Regulations and the Parties agree to adhere to such Laws and Regulations with regard to any technical data received within the frame of the Agreement.
10. It is expressly understood and agreed by the Parties hereto that the disclosure and provision of Proprietary Information within the frame of the Agreement by either Party to the other shall not be construed as granting to the receiving Party any rights whether express or implied by licence or otherwise on the matters, inventions or discoveries to which such Proprietary Information pertains or any copyright, trademark or trade secret rights. The property in all information and/or data disclosed by either Party to the other within the frame of the Agreement which is precisely designated as proprietary shall, subject to any right of any other owner, rest with the disclosing Party.
- The receiving Party understands and agrees that Proprietary Information is being disclosed on an as-is basis, disclosing Party makes no representation, either express or implied, as to its adequacy, sufficiency, freedom from defect of any kind, or respect of third party's right, and disclosing Party shall not incur any responsibility or obligation whatsoever by reason of such Proprietary Information.
11. The expiry or termination of the Agreement shall not relieve the receiving Party of complying with the obligations imposed by Article 5 thereof with respect to the use and protection of the Proprietary Information received prior to the date of the termination or expiry of the Agreement. Such obligations shall continue for the period applicable as set forth in said Article 5.

EXHIBIT C

**CERTIFICAT D'UTILISATION FINALE
END-USER CERTIFICATE**

A. Parties	
1. Exportateur (Exporter) SODERN 30, avenue Descartes - 94451 LIMEIL-BREVANNES - France Tel : +33 1 43 95 70 00	4. Pays de destination finale (Country of final destination)
2. Destinataire (Consignée) Nom (Name) Adresse complète (Full address) Order Contact: Tel. _____ Email _____	
3. Utilisateur final (End-user) Nom (Name) Adresse complète (Full address) Tel. _____ Email _____	
5. N° Contrat (Contract ref.)	6. Date de signature du contrat (Signing date of contract)
B. Biens*	
1. Biens (Items)	
2. Quantité & unité de mesure (Quantity & measurement unit)	
3. Utilisation finale (End-use)	
4. Lieu d'utilisation finale (End-use location of the items) Entité (Entity) Ville (City) _____ Région (Province/District) _____	
C. Engagements (Commitments)	
Nous certifions que les biens décrits au point B1 :	
1. seront utilisés uniquement aux fins précisées au point B.3 et ce dans le pays mentionné au point A.4. 2. ne seront pas utilisés en lien avec les explosifs nucléaires ou d'activités non contrôlées du cycle du combustible nucléaire. 3. ne seront pas utilisés à des fins liées aux armes chimiques, biologiques ou nucléaires, ou à des vecteurs à de telles armes. 4. sont exclusivement destinés à des utilisations finales civiles. <input type="checkbox"/> OUI <input type="checkbox"/> NON 5. ne donneront pas lieu à transfert de technologies associée à des tiers et que les biens produits grâce à un transfert de technologie ne seront fournis à un tiers, personne physique ou entreprise, que s'il accepte d'être lié par les engagements ci-dessus et s'il est notoire que ce tiers est digne de confiance et fiable pour ce qui est du respect de tels engagements. 6. ne seront pas réexpédiés vers un tiers et en particulier non réexportés sans l'accord préalable des autorités françaises.	
We certify that the items described in section B1 :	
1. will only be used for the purposes described in section B.3 and in the country named in section A.4. 2. will not be used in any nuclear explosive activity or unsafeguarded nuclear fuel cycle activity. 3. will not be used for any purpose connected with any chemical or biological or nuclear weapons, or missiles capable of delivering such weapons. 4. will only be used for civil end uses. <input type="checkbox"/> YES <input type="checkbox"/> NO 5. associated technology or knowledge, shall not be passed on to third party nor goods produced by the help of transferred technology shall be delivered to a third part only if this person/company accepts the commitments of the above as binding for itself and on condition that this third person/company is known to be trustworthy and reliable in their observance. 6. will not be passed on to any third part and in particular not reexported without the consent of the French authorities.	
Je soussigné I, the undersigned, _____ Nom et Fonction en toutes lettres - Name and Title of Signer in block letters	
certifie sincères et véritables les informations portées sur le présent document. certify that the information given in this document is true and accurate.	
..... Signature Originale (Signature) Lieu, Date (Place, Date)
..... Tampon / Cachet officiel (Company Stamp / Official Seal)	