

- GENERAL TERMS & CONDITIONS FOR USE OF THE WEBSITE « EXPERNOVA.COM » -

3 November 2016

Between:

Expernova, a simplified joint stock company with share capital of 32 768 € and registered head office at 1 place Francis Ponge, Montpellier, France registered with the Montpellier Register of Trade and Companies under number 503 315 137 (hereinafter referred to as “**Expernova**”)

And

The user of the service in its capacity as an enterprise or any other organization (hereinafter referred to as “**User**”); or designated collectively by the term “**Users**” as identified in the form provided for that effect.

PREAMBLE

The purpose of the General Terms and Conditions of Use is to ensure that each User of the Site may profit fully and in all confidence from the Services offered by Expernova.

All Users of the Site undertake to respect the General Terms and Conditions of Use (GTCU) presented in this document and to abide by the undertakings laid down hereinafter.

User is bound to read these GTCU prior to accepting them.

Once registration is confirmed, after acceptance of these General Terms and Conditions of Use, by User, the latter declares to have knowledge of those terms and conditions and he commits to respect them.

The GTCU shall also apply to all services which may be made available to Users of the « Expernova.com » Site in the future.

Only the original version in French of these General Terms and Conditions of Use shall be considered as having legal force, the English version is merely a translation.

Please inform us by e-mail of any breach of the General Terms and Conditions of Use by a Site User to the following address: **contact@expernova.com**

CLAUSE 1 - DEFINITIONS

For the application of the hereby General Terms and Conditions of Use, the words and the expressions below will have the meaning below when written in capital letters. They will have the same meaning as they are used on the plural or on the singular:

- **General Terms and Conditions of Use / GTCU:** Shall refer to all the documents making up these General Terms and Conditions of Use, inclusive of any Schedules. The GTCU form a contract between User and Expernova following acceptance by the User.
- **User(s):** Shall refer(s) to any type of legal structure, natural person or legal entity (including but not restricted to, enterprises of any legal form whatsoever, public administrative bodies, public organizations, laboratories, research centres, valorisation services, associations, etc.) acting in pursuance of their needs including professional needs, and if need be represented by persons duly qualified to process scientific projects, research and development or of any other kind of project with service providers as well as to undertake commitments on behalf of the said structure. The term User shall refer to all persons registered on the “Expernova.com” site in possession of a personal password and login, in accordance with the information completed at the time of registration.
- **Information:** Shall refer to all written or IT coded information, whatever its form may be, forming part of the data base accessible by User, including but not restricted to all messages, hypertext links, reports, analyses, scientific research or others together with all relevant copies registered, published or placed on line on the “Expernova.com” site.
- **Entity(ies) :** Shall refer to any structure: including but not restricted to any enterprise, group, association, research body, valorisation centre, laboratory, or other user which is referenced on the Site, in particular in virtue of Information on the Site.

- **Personal Information:** Shall refer to any type of information confided to Expernova by the User or collected directly by Expernova for performing the Service covered by these General Terms and Conditions of Use and enabling whether directly or indirectly identification of a natural person (individual).
- **Site:** Shall refer to the web site "Expernova.com" inclusive of all its content and functionalities.
- **Service(s):** Shall refer to the electronic service provision provided by Expernova to Users of the Site as defined in Clause 2 of these General Terms and Conditions of Use
- **Cookie or cookies:** shall refer to any file or text format installed by the Web User enabling the site which issued it or them to "recognize" a Web User by collecting a certain number of elements for identification; such as in particular the IP address, the operating system, the browser used, statistical information such as pages visited, the number of visits, actions performed on the site.
- **Request(s):** performance of a search on the "Expernova.com" website search engine (the results will be anonymous if the user has not subscribed to a formula). More precisely, a request will be counted at each launch of the "Results" page.

CLAUSE 2 - SERVICE

Expernova provides Users of the Site with access to a range of scientific skills, potentially enabling rapid identification of skilled scientific partners.

Expernova references the subjects of research carried out by scientific professionals in particular research bodies by means of a regularly updated data base.

CLAUSE 3 - REGISTRATION

3.1. People qualified to register.

Registration on the Expernova.com website is open to any natural person or legal entity, acting in pursuance of its professional needs, or which has a professional purpose, if need be represented by persons duly qualified to process scientific or research and development projects or of any other kind with external service providers as well as making commitments on behalf of the structure they represent.

In this regard, any natural person shall be presumed to be acting on his or her own responsibility but for a professional purpose, or on behalf of a legal entity by which the person is necessarily and duly qualified to that effect, for professional purposes or with a professional goal.

Users expressly recognize that when they register with the Site for purposes of benefiting from the Service provided by Expernova, they do so for a fit and proper purpose relating to the activity of the entity they represent, and that they act in a professional capacity.

3.2. Registration Procedure

To register on the Site, User shall fill in a registration form corresponding to User's User category, available on the "Expernova.com" web Site. At this initial stage, User shall fill in the obligatory fields on the form, as well as confirming after reading these General Terms and Conditions of Use. Filling in the mandatory fields and confirming the GTCU are absolutely necessary conditions for successful registration. An e-mail confirming registration is sent automatically by Expernova to the User.

Users may then benefit from the services as laid down in Clause 2 of these GTCU under the financial terms and conditions laid down in Clause 6.

3.3. Agreement to the General Terms and Conditions of Use

Mandatory confirmation of the GTCU by every User registering on the Site gives rise to a contractual relationship between User and Expernova which entails respect for the terms and conditions and for the undertakings laid down in the said GTCU. This contractual relationship binds Expernova and User for as long as the latter is registered on the Site.

Expernova reserves the right to exclude any User who fails to respect the stipulations laid down in these GTCU without notice and without any financial compensation, and without prejudice to any legal action or proceedings before the relevant courts for the purpose of asserting its rights.

CLAUSE 4 - UNDERTAKINGS AND LIABILITY OF USER

4.1. Purpose and content of the Information placed online by User

User shall alone assume entire responsibility for the Information he or she provides, registers or uploads to the Site. User acknowledges that Expernova is subject to no liability in this regard.

User undertakes to authorize no more than one single person who shall be responsible for the account set up.

User undertakes to respect the laws and regulations currently in force with respect to Information placed on line on the Site.

User undertakes in particular to not upload Information or links to sites which is or are contrary to good morals or which contain or contains racist, violent, libellous or offensive materials. User undertakes in particular to not quote articles subject to copyright, to not circulate false Information, to not publish unsolicited messages for publicity or advertisement, and to not impair the rights of third parties. Finally User undertakes to not upload any message containing programs liable to cause damage to data processing.

User shall alone be responsible for using User's account and for data and information recorded by User. When transferring data by telecommunication or by any other means, no liability may be claimed against the Supplier in the event of alteration of the information or data during transfer.

4.2. Use and transmission of the information supplied:

User may not under any circumstances use, transmit, transfer or exploit any information supplied by Expernova or present on the Site to or on behalf of any third party which is not also a user under the terms of these GTCU.

The service provided by Expernova is solely intended for enabling strictly personal use of the data and information transmitted to Users. No unsolicited marketing to third parties not users of the Site may be performed using these data or information unless with the prior express approval of Expernova.

4.3. Deletion - Striking off - Liability of the User

Expernova reserves the right to delete without notice any content which is not compliant with legislation or with regulations currently in force and more generally any message or content judged to be non-compliant with the purposes of the Site or with its professional code of ethics (publicity, inexact Information, offensive messages, etc.).

User shall be liable for all use made of the access codes communicated to User when obtaining the right to use the Site. User shall ensure that access codes are used only for User's own purposes (or those of the structure on behalf of which User is acting) on the relevant premises. The access codes shall be considered as confidential information and User shall ensure that they are not communicated to others.

User undertakes to take all appropriate measures for protecting the data provided by the Site from intrusion (hacking) into the information system of User's enterprise by third parties via the online service. In addition, User shall take care to inform all members of User's staff that the data from the Site which are made available may under no circumstances be resold, rented, loaned exchanged or communicated whether wholly or in part and whether in the absence either total or partial of any charge.

User shall be responsible for respect or failure to respect all the obligations incumbent upon User under the terms of these GTCU by any member of User's staff.

In the event of failure to comply with legislation or with the terms and conditions of the General Terms and Conditions of Use, the User at fault may be withdrawn from the list of Users of the Site without prior notice and without the User being able to claim any compensation or reimbursement of any fees for which he may have been invoiced under the provisions to be found in Clause 6 of the GTCU.

Moreover, User undertakes to not hold Expernova liable for any prejudice, nor to claim any damages, interest, or costs of whatever kind which may result from Information which User may have published, recorded, uploaded onto the Site, made use of or employed.

CLAUSE 5 - UNDERTAKINGS AND LIABILITY OF EXPERNOVA

5.1. - Nature of Expernova's liability

In its supplying of the Service, Expernova shall be bound by an obligation of best endeavour. Expernova assumes no liability with respect to User other than that arising out of the performance of the Service.

5.2. Non-fulfilment arising from a fact external to Expernova

Expernova cannot accept any claim on the basis of non-fulfilment or poor performance of the Service attributable either to User or to a third party not connected to provision of the Service or to *Force Majeure* as defined in the following paragraph.

The expression “Force Majeure” applies to circumstances due to natural events not predictable by Expernova and which cannot reasonably be avoided. The expression “Force Majeure” as defined under the terms of these GTCU non-exhaustively covers incidents of the following types: flood, fire and other natural phenomena, the effects of war, military operations, terrorist acts, conditions of local or national insecurity rendering impossible the performance of the Service, legislative acts or deeds promulgated by government and all other circumstances independent of Expernova’s will.

Any action by User or by any third party unconnected to the provision of the Service or any case of “Force Majeure” making it impossible for Expernova to perform the Service shall exonerate Expernova from all liability. The services not performed as a result of any of the examples cited in the preceding paragraph may not give rise to any compensation or reimbursement by Expernova.

Excluding cases of non fulfilment due to User, a third party unconnected to the provision of the Service or to a case of Force Majeure making performance of the Service impossible, it shall be expressly agreed that the sum total of indemnities and / or compensation and interest charges that Expernova may be required to pay to User, for any reason whatsoever, shall be limited to the sum total spent by User in payment of the service in question, or, if unconnected to any particular Service, to the amounts of the various sums paid to Expernova by User during the course of the three (3) months prior to formal notification of complaint to Expernova.

5.3. Website access

Expernova provides no guarantee that the Site will function without interruption or breakdown or that it will be free of anomalies, errors or bugs.

Expernova shall attempt insofar as is possible to maintain access to the Site during 7 days out of 7 and 24 hours out of 24 but may interrupt access for purposes of maintenance and upgrading or for any other reason including technical reasons. Expernova shall under no circumstances whatsoever be liable for any consequences which may arise for User from any interruption to the operation of the Site.

User declares that he or she is aware of the nature of the Internet, its characteristics and limitations, including non exclusively of the fact that data transfer on the web cannot be guaranteed, and that data circulate on a wide variety of networks whose technical capacity is variable, sometimes causing saturation and interruptions. Expernova may not be held liable for any loss of or alteration to data, any loss of profit or turnover, opportunity, time or for any damage whether direct or indirect imputable to malfunctions or interruptions to the network or as a consequence of errors in the transmission of data on the Internet, of misappropriation or of intrusions by third parties relating to these data. Expernova however undertakes to take all usual technical precautions for offering a secure Service.

Expernova provides no guarantee that the Site is compatible with any hardware or with any data processing environment. Expernova shall under no circumstances whatsoever be held liable for any malfunctions imputable to third party software programmes whether such programs are incorporated on the Site or provided with it or otherwise.

User makes it User’s personal business at User’s own exclusive cost to acquire set up and maintain maintenance and connection between the various elements of the configuration and all telecommunication resources necessary for access to the Site. User makes it his personal business to make all necessary telecommunication subscriptions for accessing the Site.

5.4. Data available on the Site

Expernova takes great care in collecting and updating the data contained on the Site, but may not be held liable if nevertheless they are not fully up to date. User declares that User has received all useful information for using the data appearing on the Site under the best conditions. Expernova may not be held liable for any omissions, inaccuracies or errors affecting information downloaded from the site, or for any consequences that they might have for User. Under pain of foreclosure, any grievance against Expernova shall be notified to it by recorded delivery letter with acknowledgement of receipt within thirty (30) days from the date of availability of the data. Any liability Expernova may have under the terms of the Service shall be limited to updating the Site following notification, to the exclusion of any other liability under any title or capacity whatsoever.

User acknowledges that in particular all indirect prejudice, operating losses or commercial losses shall be excluded.

5.5. Information exchanged between the User and an Entity

The User and one or more Entities may be led to exchange, as part of their discussions, information of all kinds (data, technical formulae, ideas, etc.) to which they may assign the characteristic of confidentiality.

Users shall make it their personal business to apply measures for protecting any information deemed to be confidential, (by means for example of a confidentiality agreement), which they may be liable to communicate to other Entities or Users and whose details may have been obtained directly or indirectly via the Site.

Expernova may not under any circumstances whatsoever be held liable for disclosure by a User of confidential information communicated to it by another User.

5.6. Hyper links

Expernova, since it is not in its power to control all the Internet sites, including the sites of its Users, to which the Site may lead by virtue of its hypertext links, may not be held liable for their content under any circumstances whatsoever.

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| CLAUSE 6 - FINANCIAL TERMS AND CONDITIONS |
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6.1. Access to the expernova.com Service:

Expernova sells rights to use the expernova.com service, enabling unlimited access to its data base for the subscription period.

The number of requests over the subscription period is therefore unlimited. The number of results of a request is limited to 20000 documents. It is however possible that the number of relevant results listed may be limited or nil, under which circumstance Expernova shall bear no liability.

Prices of the various offers will be communicated by the sales team. Expernova reserves the right to change the financial terms and conditions on an annual basis, without prejudice to the terms and conditions relating to current user rights. One person alone may be the User.

6.2. Expernova offers made to measure solutions:

As part of negotiations off site between the Expernova team and User, a made to measure solution approximating User's requirements may be negotiated (multi-user access, unsolicited marketing, use of service on behalf of a third party, etc.).

In the case of made to measure solutions, an estimate providing details of exceptions to the GTCU will be submitted for approval to User by Expernova. Such agreements made directly between Expernova and User shall prevail over the General Terms and Conditions of Use available on the Site.

6.3. Payment methods accepted by Expernova are as follows:

- Check, to which access shall be effective from encashment by Expernova,
- Bank transfer for which access shall be effective from entry of the sum credited on the account held by Expernova.

All invoices shall be sent by e-mail to the address provided on registration or sent to our sales team.

6.4 Lateness penalties

In the event of late payment, penalties may be applied at the legal rate in addition to a fixed sum of 40 Euros for collection costs.

6.5. Activation of the selected formula

After a reasonable period, activation of the selected formula will be confirmed by Expernova to User.

Activation of user rights (or carrying out of a one off search delegated to the Expernova team) will only be effective as from receipt of the subscription payment credited to the Expernova bank account.

However, the activation date for the User's user rights shall be the accepted date; referred to as the "anniversary date" used for renewal procedure.

6.6. Other costs

Charges for telephone calls resulting from access to and consultation of the “Expernova.com” and “Labs.expernova.com” sites are independent of services provided by Expernova. In this regard, and in accordance with the provisions in Clause 9.3 final paragraph of these GTCU, they shall be exclusively borne by the person consulting the site. The same shall be true of all sums, rental payments, subscriptions, taxes or any other form of remuneration demanded by suppliers of online solutions accessible from the site.

CLAUSE 7 - DURATION, RENEWAL AND NOTICE OF TERMINATION

7.1 Opening and duration of the User account

Each registration leads to the opening of a User account. Any account which does not subscribe to a payable service over a period of more than 12 months may be closed by Expernova without prior notice.

7.2. Subscription and selection of formula

Every User with an account may subscribe to any of the formulae described in Clause 6.1 of these GTCU, depending upon User’s profile and activities, by contacting the Expernova sales department (contact@expernova.com).

7.3. Renewal

Each service user right shall be renewable by tacit agreement under the same terms and conditions as those laid down on subscription at the end of each user right validity period, subject to application of Clause 7.4 of the hereby agreement.

An Expernova notification letter or e-mail will be sent to each User within 15 days following renewal, informing the User and enclosing a new invoice.

7.4 Termination

In the event of early termination by User, Expernova shall not be liable to pay any compensation for any reason whatsoever.

- **Right to use:** For terminating User’s right to use, User shall send a registered letter with acknowledgement of receipt to Expernova at the following address: *1 Place Francis Ponge, batiment A, 34000, Montpellier*: within three (3) months prior to the anniversary date of the right to use if the right to use is on an annual basis; however, for administrative reasons, the letter of termination should not be sent less than (15) days prior to the anniversary date of the right to use.

If User fails to respect these GTCU, Expernova reserves the right to exclude User from terminating unilaterally, without prior notice, the right to use, Expernova not being liable to pay any sum or indemnity under any title or capacity whatsoever and without prejudice to the provisions of Clause 4.2 of these GTCU. Information to User may be sent either by e-mail or by post.

In the event of *force majeure*, understood in the sense provided by Article 1148 of the Civil Code, persisting for more than **[six months (6)]**, the parties are agreed that the agreement shall be terminated on simple request by either party.

CLAUSE 8 - INTELLECTUAL PROPERTY RIGHTS

Expernova is the holder of all rights to intellectual property or use relating to the Site and to elements accessible on the Site, non exclusively including those in the form of texts, photographs, images, icons, illustrations, videos, sounds, music, layouts, graphics, logos, programs, applications, data bases.

Access to the Site does not grant User any intellectual property right to the Site or to any of the items appearing on it. User shall not under any circumstances whatsoever represent, alter, transmit, publish, adapt, in any medium whatsoever or by any means whatsoever, or make use of in any manner whatsoever, all or any part of the Site in

the absence of written prior authorization from Expernova. Use of all or any part of the Site in the absence of prior authorization from Expernova under any title or capacity whatsoever will be challenged by appropriate action, non exclusively including proceedings for forgery.

CLAUSE 9 – PERSONAL DATA PROTECTION

For purpose of **fulfilment of the Service**, such as the **management of the account**, Expernova, as data processor shall ask, notably during the subscription stage, the User to communicate to Expernova the Personal Information of other natural persons in relation to their identity and contact details (via e-mail, the Expernova.com platform, letters, etc.). In order to **improve the quality of the Service**, and the user experience, Expernova shall use such information for statistic purposes, but only in an aggregate manner, so as to limit the risk of re-identification by third parties, for commercial purposes in particular with the partners. Acting as the sole data controller of any re-use for his own purpose of personal data to which it accesses through the Service, the User declares being in compliance with his obligations in application of personal data protection legislation and in particular having subsequently completed all required formalities within the relevant national authority.

These data are stored during the contractual relationship and, beyond, for a maximum duration of five (5) years, being specified that - according to the applicable statutes and regulations - these data are available to public authorities during a duration of one (1) year:

- from the creation of the contents for the information concerning the data of connection (for example, access identification number to the server, date and time of connection); or,
- from the termination of the account for the information related to the identity and concerning the contact details.

Such information can be accessed, for purely technical reasons, to providers ensuring their processing and their hosting or support.

According to applicable regulations, the User shall, at any time, access, modify or rectify and even erase all his/her personal data on written request specifying his/her contact details and accompanied with a copy of his valid ID card, a right to oppose, if any legitimate reasons, to the following address: contact@expernova.com.

CLAUSE 10 - MISCELLANEOUS PROVISIONS

10.1 Electronic agreement

In their capacity as professionals, Expernova and the User of the Site expressly agree, in accordance with the provisions in Article 1369-6 indent 2 of the Civil Code, to derogate from the provisions of Article 1369-5 and 1° to 5° 1369-4 of Article 1369-4 of the Civil Code.

10.2. Non waiver

No delay or failure to act, no abstention or omission on the part of Expernova in the exercise of any of its rights under these General Terms and Conditions of Use shall impair the said rights, nor shall be considered as implying any renunciation of its capacity to exercise such a right.

10.3. Severability

If one or several stipulations in these General Terms and Conditions of Use are held as invalid or declared as such by a final ruling of a court of justice having competence or by a statute or regulation promulgated or to be promulgated by a legislative or governmental body, the remaining stipulations in these General Terms and Conditions of Use shall maintain their validity and scope. In such an event, the parties shall if possible substitute the cancelled provision by a valid provision in accordance with the spirit and purpose of these GTCU.

10.4. Clause headings

The sole purpose of the Clause headings in these GTCU is to facilitate reference and they shall not be in themselves deemed to have any contractual force or even any particular meaning. In the event of any difficulty in interpretation of any of the headings of any of the clauses, the headings shall be treated as non existent.

10.5. Amendments

Expernova reserves the right to amend these General Terms and Conditions of Use at any time without prejudice to the provisions of Clause 6.1. Any amendment to these GTCU shall be notified in advance to User by e-mail.

Such amendments shall be deemed to commit User from their appearance online, and shall be deemed to have retrospective effect at one week following dispatch of the e-mail containing the relevant information. With regard to financial terms and conditions, User shall manifest any objection within that period of time. Any use of the Service following amendment to the General Terms and Conditions of Use shall be deemed as tacit agreement by User of the new provisions.

10.6. Entirety

These general terms and conditions, once they have been unequivocally accepted by a signature in the space provided for that purpose; in accordance with the registration procedure; representing the entire commitment of the parties, in accordance with the access method selected, even in the event of extension of the right to use, in accordance with the provisions in Clause 7.2.

10.7. Non assignability

It is expressly agreed that this agreement may not be assigned or transferred by User to any third party unless with the prior written agreement of Expernova.

10.8 Right to quote as reference

User authorizes Expernova to register User on its list of client references and to quote User when making oral presentations, on its website or in press releases.

CLAUSE 11 – SETTLEMENT of DISPUTES

Prior to any legal dispute, the parties shall attempt to reach a friendly settlement:

11.1 Friendly settlement

In the event of any dispute between the PARTIES, the PARTIES declare that they will do all in their power to reach a friendly solution. During that period, the parties shall continue to fulfil their respective obligations arising from the letter of intent.

Over a period of two (2) months, the parties shall be bound to meet; at the initiative of the first party to act; at least on one occasion for purposes of reaching an agreement.

11.2 Mediation

In default of a friendly agreement within a period of two (2) months from notification of the disagreement by one of the PARTIES, the PARTIES shall submit their difference to a mediator. During this time, the parties shall continue to fulfil their respective obligations as arising from this letter of intent. The first party to act shall inform the other, providing the reasons for dissatisfaction and suggesting one or more possible potential solutions.

After a period of two (2) months following submission of their grievance to the mediator, the parties shall meet with the mediator. If in spite of the efforts of the latter, the parties cannot reach an agreement within one (1) month, the grievance shall be submitted to a court of arbitration.

11.3 Arbitration

Any dispute not resolved in accordance with the above mentioned procedures shall be submitted to an arbitrator in accordance with the international rules for arbitration as laid down by the International Chamber of Commerce in Paris.

The parties shall have the choice of agreeing on the choice of arbitrator or each shall appoint a third. In the latter case, the two arbitrators shall nominate a third.

The parties may agree on a meeting place.

Any document relevant to the dispute and held by either party shall be communicated to the other under the terms drawn up by the arbitrators.

CLAUSE 12 - APPLICABLE LAW - JURISDICTION

This Agreement for Use shall be subject to French law.

Any litigation shall be under the sole jurisdiction of the Appeal Court in Montpellier, France.