

Výzkumný a zkušební letecký ústav, a.s.**Beranových 130, 199 00 Praha - Letňany**

OR : Městský soud v Praze, oddíl B, vložka 446

IČO: 00010669 DIČ: CZ00010669

Bank account: [REDACTED]

ORDER**Number : OV4230700/1**

Budget : Z40320

Division : 4000

Number of pages : 7

SODERN**20, avenue Descartes****94451 Limeil-Brévannes cedex, FRANCE**

Vyřizuje / linka: [REDACTED]

Praha - Letňany**29.09.2023**

Position	Amount	Specification	Price w/o VAT
1	1,00 ks	<p>We are ordering: ADEOS - simulator for the space camera Auriga-CP</p> <p>Date of delivery: 10.11.2023 Payment terms: bank transfer Delivery terms: DDP, Beranových 130, Praha 9, Czech Republic</p> <p>INVOICES KINDLY SEND US TO EMAIL [REDACTED]</p> <p>Czech Aerospace Research Centre (VZLU) is the obliged entity pursuant to Czech Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publication of these contracts on the Contracts Register (Act on Contracts Register). The contract will enter into force on the date of its signing by both parties and into the efficiency on the date of publication in the register of contracts. VZLU will therefore without undue delay after its signing by both parties submit the contract to register of contracts for publication.</p>	51 000,00 EUR
Razítko a podpis :		[REDACTED]	Razítko a podpis dodavatele :
		[REDACTED]	[REDACTED]

Telefon : [REDACTED]

Fax [REDACTED]

e-mail: [REDACTED]



Customer

VZLU

Reference
& Revision

VIS_23-0895

Rev A

Offer

EO

Date

19-Sep-23

Sodern

20, avenue Descartes
94451 Limeil-Brévannes cedex
France
+33 1 45 95 70 00

contact
email
office
cell

AURIGA CP

Commercial Offer

To the attention of:

Customer name

VZLU

Beranových 130, 199 00 Praha - Letňany

OR : Městský soud v Praze, oddíl B, vložka 446

République Tchéque

Item #	Title	Description	Unit Price	Qty	Total Price
FFP (Firm Fixed Price)					
<i>Baseline</i>		<i>Sodern P/N</i>			
1	ADEOS	PROD00001622	45 000 €	1	45 000 €
2	Management		6 000 €	1	6 000 €
3	-		- €		- €
4	-		- €		- €
Total baseline					51 000 €
<i>Options</i>		<i>ARO = Acknowledgment of Receipt of the Purchase Order</i>			
1	-	-	- €		- €
2	-	-	- €		- €
3	-	-	- €		- €
4	-	-	- €		- €
5	-	-	- €		- €
6	-	-	- €		- €
7	-	-	- €		- €
<i>Applicable and Reference Documents (AD & RD resp.)</i>					
AD	Please refer to attached Terms and Conditions as applicable to this offer.				
AD	Please refer to Technical Specification and Technical Proposal (STB/STI and PT) in attached DDL as applicable to this offer.				
RD	N/A				
<i>Schedule</i>		<i>ARO = Acknowledgment of Receipt of the Purchase Order</i>			
	ADEOS			ARO + 1	
<i>Delivery</i>					
See T&Cs					
Disposable Packaging					
<i>Characteristics of the Price</i>					
FFP (Firm Fixed Price)					
Cost of transportation not included					
Currency	EURO		VAT and any other import taxes excluded,		
<i>Payment conditions</i>					
Payment by Bank transfer within 30 days after date of invoice.					
70% down payment at T0; 30% at delivery.					
<i>Validity</i>					
October 19 2023					
<i>Contractual Matters</i>					
Sodern's Terms & Conditions - see Applicable Document					
NDA applicable					



Customer

VZLU

Reference
& Revision

VIS_23-0895

Rev A

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EO

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+33 1 45 95 70 00

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Deliverable Document List for CP*(provided as is)*


NT 00029884 F

Document title / Comments	Reference	Delivery For Offer
AURIGA CP & SA V2 Technical Overview	NT_00035151	
SODERN Proposal	PT_0000xxxx & PC_0000xxxx	
AURIGA CP V2 Technical Proposal	PT_00008676	
Auriga CP v2 Technical Specification	STI_00005455	
AURIGA CP Technical Description&Budgets	NFU_00025650	
Auriga star tracker notations, conventions, and definitions	NT_00019286	
Auriga CP V2 Performance Assessment	RP_00005599	
AURIGA PA & Management Plan	PAQ_00018915	
AURIGA CP V2 OH (FM)	DCI900016221	
AURIGA CP V2 OH (FM) 3D MODEL	FCA_00005657	
AURIGA CP V2 OH Reduced thermal model	FCA_00005669	
AURIGA CP V2 OH Reduced therm model (SSM)	FCA_00005958	
AURIGA CP Electrical ICD	DCI_00025647	
Auriga CP v2 OH Acceptance Test Plan	PE_00030777	
AURIGA CP EMC Specification	STI_00004764	
AURIGA CP v2 EMC Test Results Synthesis	RE_00032870	
AURIGA CP Numerical Model	FCA_00004911	
AURIGA CP Numerical Model User Manual	MUL_00001815	
AURIGA CP OH Declared Components List	LIC_00025797	
AURIGA CP v2 Declared Mat&Processes List	LI_00027477	
Auriga CP V2 – Radiation Analysis	RP_00005533	
AURIGA CP OH Storing & Handling Instr.	EMT_00004169	
AURIGA CP AIT User Manual	MU_00004071	
AURIGA CP in-flight User Manual	MU_00004235	
AURIGA CP library ICD	DC L00001629	
AURIGA CP library User Manual	MUL_00001627	
libAurigaCP library for <target>	ASSYXXXXXXX	
AURIGA CP library Release Note for <target>	ECL_0000XXXX	
Auriga FSW parameters for <mission specific>	DCI_XXXXXXX	
AURIGA CP OH Parameter	24500XXXX	
AURIGA V2 OH ADCL	CONF0022611	
AURIGA V2 OH QSL	CONF0022612	
AURIGA OH Certificate of Conformity	COC_XXXXXXX	

Scope of Work
(performed as is)

AURIGA is a Commercial Off-The-Shelf (COTS) star tracker equipment, therefore it is a Category A equipment assuming that the standard qualification already demonstrated is in line with customer requirements.
The table below details activities foreseen in the frame of this request, activities that could be selected in option or excluded.

Activities	In Baseline	In Option	Excluded	Comment/Remark
Management/Documentation/design				
Kick-Off meeting by teleconf		X		On request
Standard management	X			Limited to management of internal activities and requested options if selected.
Delivery of standard Document package	X			According to DDL
EQSR by teleconference		X		
Technical exchange meetings		X		1 day by teleconference
Compliance matrixes to customer applicable documents			X	
Progress reports			X	
Design reviews as PDR/CDR/QR			X	Cat A , no qualification tests (or Δ qualification) have been considered, assuming that the standard qualification already demonstrated is in line with customer reqts
Part Control Board, Part Review Board, Radiation Review Board, M&P Review board			X	
Documents tailored to the mission/Program			X	
Software library compilation for customer μP		X		Applicable for AURIGA-CP
Software delta-development/delta-validation			X	
MAIT & deliveries				
Procurement, MAIT and delivery of models	X			For OH, no difference between EM, QM, FM, and PFM, since all units will go through the same AIT process and will use the same class of EEE
Delivery of S/W numerical model		X		SW library for Linux or Windows
LAT test on one OH		X		
Environmental tests on FM			X	
Procurement, MAIT and delivery of ADEOS OGSE		X		
Procurement, MAIT and delivery of AOCS EGSE		X		Applicable for AURIGA-SA
In-process Inspection Point, Mandatory Inspection Point, Key Inspection Point, Final Inspection Point			X	
AIT Reviews: * Manufacturing readiness review (MRR) * Test readiness review (TRR) * Delivery Review board (DRB)/Pre-Ship review (PSR)			X	
Software source code delivery			X	
Additional EEE parts screening			X	
Support				
1 day training for ADEOS OGSE at Sodern		X		
1 day training for AOCS-EGSE at Sodern		X		
Standard technical support	X			"reasonable" technical support, by phone or e-mail is limited to 8h
Additional Technical support during AIT and on-orbit operation		X		Technical support, by phone or e-mail is limited to 40h

	Customer	VZLU	Reference & Revision	VIS_23-0895	Rev A
	Offer	EO	Date	19-Sep-2023	

Terms and Condition relating to the Supply of Sodern Auriga Star Tracker (1/2)

CNT_00007222_C

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

*Agreement	shall mean this document, the Order 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.
*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.
*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 Practice	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 trivial 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-site" 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.

ARTICLE 1 VALIDITY AND SCOPE OF WORK OF THE AGREEMENT	By signing the 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. The currency of account and payment is given in page 1.
1.2 Settlements	The settlements are thirty (30) calendar days from receipt of the invoice, by bank transfer.
1.3 Delay in payment	1.3.1 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 to 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.
ARTICLE 2 ACCEPTANCE	Documentation: The documentation issued by SODERN is standard. Therefore, no modification or adaptation on the BUYER's request is foreseen.
ARTICLE 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.
ARTICLE 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.
ARTICLE 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 denial or withdrawal) 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. 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.
ARTICLE 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 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 denial or withdrawal) 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. The period of warranty shall be extended by such period as the defective items were not available to BUYER. Are at SODERN's expenses: 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.
ARTICLE 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.
ARTICLE 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.
ARTICLE 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 replacement, cost of equal level of goods, 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.

Terms and Condition relating to the Supply of Sodern Auriga Star Tracker (2/2)

CNT_00007222_C

ARTICLE 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	<p>10.1 Background Intellectual Property</p> <p>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:</p> <ul style="list-style-type: none"> 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, <p>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 a 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 license 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 sub-licenses 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.</p> <p>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 license 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 sub-licenses 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.</p> <p>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</p> <ul style="list-style-type: none"> 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.
ARTICLE 11 EVOLUTIONS OF WORKS	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.
ARTICLE 12 TERMINATION	
12.1 Termination For Cause	<p>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.</p>
12.2 Termination Other Than For Cause	<p>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.</p> <p>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.</p>
ARTICLE 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 Parties 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.
ARTICLE 14 CONFIDENTIALITY	Documents of any kind (including studies, plans, drawings, know-how, etc.) handed out by SODERN shall remain SODERN ownership. The same applies for software, with which the BUYER has only a non-exclusive right of use. These documents and software shall not be disclosed to third parties nor copied, without SODERN prior express consent. The Customer undertakes, even after the end of the order
ARTICLE 15 PUBLICITY	1. Not to copy, modify or decompile, in whole or in part, any software installed in the equipment.
ARTICLE 16 COMPLIANCE WITH IMPORT/EXPORT LAWS AND REGULATIONS	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.
16.1 Information	BUYER shall transmit to SODERN in due time all information needed by SODERN, such as the final use certificate 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	As the AURIGA Star Tracker is classified in the category of dual use hardware, it is listed under the heading of equipment submitted to verification of final destination. It is forbidden to remit the AURIGA star tracker to any third party without prior authorization of the French authorities. The BUYER undertakes to communicate to SODERN the information and end use certificates required. Furthermore the BUYER provides the following statement: BUYER hereby undertakes not to sell, lend or deliver to any third party under any conditions whatsoever, with or without compensation, temporarily or permanently, the supplies which are the subject of this Agreement that may result from this Agreement including equipment and spares delivered in connection with the after sales support, documentation, operating manuals and information in any way whatsoever related to this Agreement, without the prior written agreement of French Government.
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.
ARTICLE 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.
ARTICLE 18 DISPUTES	<p>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.</p> <p>Any arbitration conducted hereunder shall be governed by the following provisions</p> <ol style="list-style-type: none"> The arbitration shall be held in Paris, France; The arbitration shall be conducted in the English language; 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, The arbitration proceeding shall be confidential. <p>Notwithstanding the above, either Party may seek injunctive relief in any court of competent jurisdiction against improper use or disclosure of proprietary information.</p>
ARTICLE 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. With its performance 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 hereof. 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 hereabove Article DISPUTES.
ARTICLE 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.
ARTICLE 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.
ARTICLE 22 CORRESPONDANCE, NOTICES AND REPORTS	<p>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</p> <p>SODERN 20 avenue Descartes 94451 LIMEL-BREVANNES CEDEX FRANCE</p> <p>The BUYER shall communicate his address details and points of contact.</p> <p>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.</p>
ARTICLE 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.
ARTICLE 24 SURVIVAL	The following Articles shall survive the termination or expiry of this Agreement. VALIDITY AND SCOPE OF WORK OF THE AGREEMENT, WARRANTY, LIABILITY, INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY, COMPLIANCE WITH IMPORT/EXPORT LAWS AND REGULATIONS, ETHICS AND CODE OF CONDUCT, APPLICABLE LAW.
ARTICLE 25 MISCELLANEOUS	The Order is complete and effective and constitutes a single Agreement that consists exclusively of the present terms and conditions, as well as, the proposal of SODERN, and the End User Certificate, Programme note description supplied by the BUYER. The general conditions of purchase of the BUYER, together with any clause written by BUYER and not expressly approved in writing by the Authorized Representative(s) of SODERN, referred to, in particular but not limited to, on the minutes of meeting, notes, correspondence, if any, shall not apply to the Order. This Order and any other document part of it, witness the entire agreement of the Parties on the subject of this Agreement and supersede any and all the previous agreements, communications and representations in written and/or oral, and the correspondence between the Parties in respect of the subject hereof. The signature of a Party via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature, shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability, and admissibility. Article heading are for reference only and shall not influence the essence of this Agreement.

