



GENERAL TERMS AND CONDITIONS FOR TRAINING SERVICES

These general Terms and Conditions for the supply of training services shall be applicable to the contracts on training concluded between SATODEV (Hereinafter referred to as the “Service Provider”) and the Client, hereinafter collectively referred to as the “Parties”.

General Terms and Conditions of Customer shall be excluded into the terms of the Contract.

The Parties acknowledge that each is operating as a distinct independent contractor hereunder and that each is legally separate from and cannot independently legally bind other party to any obligation with respect to any third party, and that no joint venture, franchise, partnership or other business combination or formal business dependence is intended by the performance of respective obligations under this Contract.

Each party shall be responsible for compliance with domestic and foreign legal regulations and taxes, including computation, withholding, and payment of all applicable governmental taxes; including, without limitation: sales tax, use tax, income tax, value-added tax, import and export taxes, duties, levies, surcharges, and the like.

1. Term & Description of the Training services

The Service Provider agrees to provide the Client with the training services defined in the training catalogue available on SATODEV website, at the fees described on Section 4. The Parties may change the scope of services provided that any changes are signed by authorized agents for both Parties.

2. Trained participant

The trainer will dispense the training to the people defined by the Client at least 1 month before the training date. The total number of participants is defined on the training description available in the training catalogue.

3. Service Provider personnel

3.1 The Service Provider shall determine the method, details, and means of performing the Training services. The Client agrees to furnish any facilities, personnel, and equipment necessary to facilitate Service Provider's providing the Training services.

3.2 The Service Provider will provide adequate staff to render the Training Services. The Service Provider is an independent contractor. Neither the Service Provider nor the Service Provider's employees are, or shall be deemed for any purpose to be, employees of the Client. The Client shall not be responsible to the Service Provider, the Service Provider's employees or any governing body for any payroll-related taxes related to the performance of the Training services.

4. Fees & Payment

In return for the Training Services, the Client shall pay the Service Provider the following fees and costs (hereinafter the “Fees”) defined in the detailed quotation send by the Service Provider.

The Fees shall be paid once the provision of Training services by the Service Provider comes to an end, within thirty (30) upon receipt of relevant invoice.





5. Warranty & Disclaimer

5.1 The Service Provider warrants that each of its employees assigned to perform the Training services under this Agreement shall have the proper skill, training and background to perform in a competent and professional manner. The Client acknowledges that the Training services include unknown and unforeseen problems, and The Client shall attempt to solve such problems. The Client acknowledges that the Service Provider does not warrant that there will be a satisfactory solution to all problems.

THE TRAINING SERVICES AND ANY MATERIALS FURNISHED OR PROVIDED TO THE CLIENT UNDER THIS AGREEMENT, ARE PROVIDED TO CUSTOMER "AS-IS" WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, NON-INFRINGEMENT, TITLE, PERFORMANCE, AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THE SERVICE PROVIDER MAKES NO WARRANTY AS TO ANY RESULTS TO BE ATTAINED BY RECEIVING THE TRAINING SERVICES OR USING THE MATERIALS PROVIDED HEREUNDER.

6. Limitation of liability

IF THE CLIENT SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM THE SERVICE PROVIDER (INCLUDING FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) THE SERVICE PROVIDER WILL BE LIABLE ONLY FOR THE AMOUNT OF CLIENT'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (IN THE AGGREGATE FOR ALL CLAIMS) THE FEES PAID TO THE SERVICE PROVIDER FOR THE SPECIFIC TRAINING SERVICES GIVING RISE TO SUCH LIABILITY THAT ARE THE SUBJECT OF THE CLAIM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL THE SERVICE PROVIDER OR ITS AFFILIATES BE LIABLE FOR ANY OF THE FOLLOWING: LOST PROFITS, LOST REVENUE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Non-solicitation

During the term of this Agreement and for a period of one (1) year after its expiration or termination, the Client shall not employ or solicit for employment (as a consultant, independent contractors or otherwise), any employee of the Service Provider, for any reason whatsoever.

In case of breach of its obligation, the Client makes a commitment to pay the Service Provider, an amount corresponding to twelve (12) months of gross pay (including all the agreed sums and the advantages granted by the employer: basic pay, fringe benefits, bonuses, statutory rises or the collective agreements) and of employer's social security contributions for the concerned employee, as compensation.

8. Termination / Cancellation

This Agreement will terminate upon completion of the Training services or upon cancellation in accordance with this Agreement:

The Client can cancel the participation of one (1) or several participants the latest five (5) working days before the beginning of Training services. Beyond the Fees shall remain payable.





9. Residence take up

The Parties agree to take up residence at their respective registered offices. Any change of registered office, correspondence address (postal and electronic) and fax number of one of the Parties will only be enforceable against the other Party fifteen (15) calendar days after having been duly notified.

10. Contractual documents

This Agreement constitutes the final, complete and exclusive statement of the agreement of the Parties with respect to the subject matter thereof. Any other document exchanged between the Parties has non contractual value.

Contract modification must be made in writing and signed by the Parties through an additional clause.

11. Waivers & remedies

The waiver of any of the Parties hereto of any other party's prompt and complete performance or breach or violation of any provision of this Agreement shall not be construed to be a waiver of any prior or subsequent breach or violation and the waiver by any Parties hereto exercise any right or remedy which it might possess shall not operate nor be construed as a bar to the exercise of such right or remedy by such party or Parties upon the occurrence of any subsequent breach or violation.

12. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The Parties are committed to replace ineffective provisions with those that are effective and to the best degree fulfill the intended economic purposes of the Parties.

13. Applicable law / Disputes

All questions to the interpretation, enforcement, validity and performance of this Agreement shall be governed by and determined under the French laws.

All disagreements relative to the application of the present Agreement, if the Parties fail to reach settlement, shall be subject to the jurisdiction of the courts of Bordeaux to which the Parties grant jurisdiction, whatever the place of execution of the services or the residence of the defendant might be.

