

These general conditions (the « Conditions ») apply to any sale of syndicated study concluded between AplusA and the Client. They aim at defining the terms and conditions of using the Results provided to the Client by AplusA as sponsor of the Study. Capitalized terms are defined in Article 1 of the Conditions.

Article 1 : Definitions

Affiliate : refers to any company which has a direct or indirect controlling interest in AplusA or the Client or is controlled by AplusA or the Client. In relation to this document, “controlling interest” refers to the direct or indirect ownership of more than fifty percent (50%) of the share capital or more than fifty percent (50%) of the voting rights or the power to appoint the majority of the members of its main corporate body.

Client : refers to the customer having accepted AplusA’s business proposal related to the Study, and its Affiliates.

Study: refers to the syndicated market research performed by AplusA described in the business proposal of AplusA, and whose Results are of interest to the Client.

Results : refers to the data, analyses, reports, results, summaries, produced by AplusA in relation to the Study in which the Client is interested and referred to in the business proposal, with the exception of any other element of AplusA including, without limit, the methods and know-how having led to obtaining the Results.

Article 2 : Scope

The Conditions prevail over any other document with the same subject matter or including a clause to the contrary.

Article 3. Right to use

3.1 AplusA holds all of the intellectual property rights covering the Results.

3.2. AplusA hereby authorises the Client, on a non-exclusive basis, to use the Results in accordance with their purpose for its internal use only.

This authorisation for use is granted to the Client in return for the full payment of the price of the Study, for the term of the copyright covering the Results.

The Client undertakes not to directly or indirectly infringe the intellectual property rights of AplusA. Therefore, the Client is forbidden, in particular :

from using the Results other than in the conditions set forth in this article;

from publishing/communicating all or part of the Results to any third party whatsoever, and more generally from making all or part of the Results available to third parties, directly or indirectly, in any way whatsoever, in any format and for any reason whatsoever, free of charge or in return for payment, without prior, specific and written authorisation from AplusA;

from altering or amending all or part of the Results in any way whatsoever;

from deleting any information regarding the name, brands or ownership information about the author;

from transferring in any way whatsoever, and in particular from granting a sublicense on this right to use to any third party whatsoever other than the Subsidiaries, subject to the latter respecting the same obligations as those stipulated in this article.

Furthermore, the Client undertakes to indicate the name of AplusA on all media referring to the Results.

The terms and conditions set forth in this article 3.2 are essential conditions of the Agreement.

The Client vouches for these terms and conditions being respected by its staff members. The Client specifically acknowledges that the Agreement does not grant it any rights with the exception of the rights to use the Results stipulated in this article.

3.3 This authorisation to use is granted on a non-exclusive basis to the Client and on a strictly personal basis. It may not be transferred, assigned or communicated to any person or in any way whatsoever, directly or indirectly, in whole or in part, free of charge or in return for payment.

Article 4: Standards

The services in relation to the Study are provided by AplusA in accordance with the rules set forth for syndicated market research in the healthcare field, including those of EphMRA, ASOCS or BHBA.

Article 5: Pharmacovigilance

As AplusA is the sponsor of the syndicated Study, the rules in terms of pharmacovigilance do not apply and no feedback will be provided by AplusA in this respect.

Article 6. Confidentiality

AplusA undertakes to communicate to the Client all of the documents and information in its possession required for the correct understanding and use of the Results. The Client undertakes to respect the confidentiality of the said documents and information communicated to it by AplusA, including any methods and know-how of which it may gain knowledge in this respect, for a period of ten (10) years as from this communication.

AplusA undertakes to respect the confidentiality of all information provided to it by the Client, for a period of ten (10) years as from its communication.

Article 7. Price

In return for providing the Results of the Study and this licence on rights, the Client will pay to AplusA the amount agreed between the Client and AplusA in the proposal, excluding VAT. VAT will be in addition.

Unless otherwise indicated in the business proposal, the payment terms are as follows: 50% upon signature of the order by the Client, the remaining 50% upon delivery of the Results.

The payment of the invoices by the Client will take place thirty (30) days from the date of the invoice. Any late payment will be liable for a penalty of (one) 1% per month late.

Article 8. Warranty and Liability

AplusA warrants that the data have been collected in accordance with all of the laws and rules applicable, in particular in terms of the rights related to protecting personal data. AplusA also warrants that it holds all of the rights covering the Results and that it has the right to grant them to the Client.

The Client acknowledges that it has consulted all of the documents and information related to the Study provided to it by AplusA and declares that it is fully informed of the limits specific to market research, and in particular the limits that may apply to the Results and the methodology used to obtain them.

In the event that AplusA's liability is incurred, the latter will be limited exclusively to the direct damage as a result of AplusA granting the Client with the licence to use the Results, with the exception of any other liability, and may not exceed the amount of the price agreed between the Parties as defined in the business proposal of AplusA. In any event, AplusA may not be liable for the use, and more generally, the application, of the Results by the Client.

Article 9. Application and termination

The Conditions will remain valid for the whole term of the assignment, and for the whole period of the various rights and obligations indicated.

In the event of breach by one of the Parties in the performance of one of its essential obligations indicated in the Agreement, the Agreement may be terminated by the other Party, one (1) month after sending formal notice by registered letter with confirmation of receipt remaining unheeded, without effect on any damages that it may claim as compensation for its prejudice.

Essential obligations are the terms of articles 3 (Right to use), 6 (Confidentiality), 7 (Price) and 8 (Warranty and Liability) of the Conditions.

Article 10. Applicable law and jurisdiction

The Conditions are subject to French law both for the rules of form and for the rules of substance. In the event of a dispute, exclusive jurisdiction is allocated to the courts with jurisdiction in Lyon, France, notwithstanding several defendants or the introduction of third parties.