

Terms and conditions

GENERAL TERMS AND CONDITIONS FOR SALE OF PRODUCTS OR SERVICES IN NORTH, CENTRAL AND SOUTH AMERICA

NOTICE: The sale of Products and/or Services is expressly conditional upon the Customer's acceptance of these Terms and Conditions. Any additional or different terms and conditions proposed by the Customer will be expressly rejected and will not be binding on Lutèce Dynamics, unless Lutèce Dynamics has accepted them in writing and signed them, and provided that no pre-printed form modifies these Terms and Conditions, even if signed by Lutèce Dynamics' representative. Any oral or written statement, warranty, commercial practice, or commercial usage not contained in these Terms and Conditions or in the Contract shall not be binding on either party. Any order submitted to Lutèce Dynamics by the Customer for the delivery of Products or the performance of Services, and the said delivery of Products or the said performance by Lutèce Dynamics of the Services requested in connection with such order, shall constitute the Customer's consent to these Terms and Conditions.

1. Definitions

Unless otherwise agreed by Lutèce Dynamics, the following terms are defined as follows:

1.1 The term "Customer" refers to the entity to which Lutèce Dynamics provides Products and Services under the Contract.

1.2 The term "Agreement" refers to the documents that form the agreement between the Customer and Lutèce Dynamics for the sale of Products and the performance of Services, including these Terms and Conditions, the final offer, the agreed specifications, Lutèce Dynamics' order confirmation, and Lutèce Dynamics' invoice.

1.3 The term "Documentation" refers to the current and generally available written user manuals and online help topics and guides provided or made available electronically by Lutèce Dynamics for the purposes of the Products.

1.4 The term "Equipment" refers to the hardware delivered by Lutèce Dynamics to the Customer.

1.5 The term "Open Source Software" refers to software components provided under a license approved by the Open Source Initiative or an "open source" or freeware license and which are included or integrated in the Products or Software, which are used by the Products or Software, or which are provided or distributed with the Products or Software.

1.6 The term "Products" refers to all Equipment, parts, materials, Documentation, supplies, software, physical media containing the Software, and other goods that Lutèce Dynamics has agreed to provide to the Customer under the contract.

1.7 The term "Lutèce Dynamics" refers to the entity or subsidiaries of the entity providing Products or Services under the Contract.

1.8 The term "Services" means all services that Lutèce Dynamics has agreed to perform for the Customer under the Agreement, including (i) support and maintenance services for products bearing the "Lutèce Dynamics" brand ("Support Services"); and (ii) consulting, installation, implementation, or other services related to a Lutèce Dynamics Product that are not Support Services ("Professional Services").

1.9 The term "Facility" means the shipping address or any other location specified in the Agreement or other document prepared by Lutèce Dynamics designating the location to which the Products will be delivered or where the Services will be performed, or any other location approved by Lutèce Dynamics.

1.10 The term "Software" refers to any programming code provided by Lutèce Dynamics to the Customer as a standard product, including microcode, firmware, and operating system software, which are collectively determined to be contained in the Products rather than provided with the Products.

1.11 The term “Software Version” refers to any subsequent version of the Software provided by Lutèce Dynamics after the initial delivery of the Software, but does not refer to a new element of the Software.

1.12 The term “Terms and Conditions” refers to these Terms and Conditions of Sale for Products and Services.

2. Payment

Unless otherwise agreed in writing by Lutèce Dynamics, and upon credit approval, the following payment terms apply.

2.1 The Buyer shall pay Lutèce Dynamics the invoiced amount in Euros, without right of defense, indemnification, or compensation, within thirty (30) days of receipt of the invoice.

2.2 If Lutèce Dynamics requires the Customer to pay by letter of credit, the Customer must establish an irrevocable letter of credit confirmed by a US bank and acceptable to Lutèce Dynamics. The Customer shall pay all bank charges.

2.3 At any time, if the Customer's financial situation does not justify Lutèce Dynamics continuing to perform its obligations, Lutèce Dynamics may require full or partial advance payment or shall be entitled to terminate the Contract.

2.4 Lutèce Dynamics reserves the right to revoke the credit terms granted to the Customer in the following cases: (i) the Customer fails to pay on time for Products or Services provided previously or subsequently, or (ii) Lutèce Dynamics believes, at its sole discretion, that there has been a significant adverse change in the Customer's financial situation. Following this determination, Lutèce Dynamics shall have the right to require payment or other guarantees it deems adequate before shipping any further Products or performing any further Services.

3. Taxes and duties

Prices do not include all taxes, VAT, duties, fees, or other charges of any kind (other than taxes imposed on Lutèce Dynamics' net income) imposed by any governmental authority, whether federal, state/provincial, or local, on the production, sale, shipment, importation, or use of the Products and the provision of the Services. The Customer is responsible for paying these amounts.

4. Default of payment; security interest

Failure to make payment when due shall result in the entire amount of the unpaid debt becoming immediately due and payable, at Lutèce Dynamics' option. In addition to all other rights of Lutèce Dynamics, Lutèce Dynamics may, in the event of the Customer's failure to meet any payment obligation, (i) apply a service charge at the rate of 1.5% per month on the outstanding balance; and/or (ii) remove the Product from the Customer's Establishment or facility and retain such Product until payment is made in full or sell the Product at public auction or private sale, it being understood that Lutèce Dynamics is authorized to purchase the same Product at any public sale initiated by Lutèce Dynamics, where such funds received will be applied to any outstanding balance owed by the Customer. If the unpaid balance plus interest and/or service charges are not paid from the net proceeds of such sale (after deduction of reasonable costs for removal and storage, taxes, attorneys' fees, and other ordinary or necessary related expenses), the Customer shall pay upon demand such deficiency as a penalty for breach of contract, together with all agency and legal fees and attorneys' fees paid by Lutèce Dynamics to collect the payments due.

5. Delivery; transfer of ownership; risk of loss; storage

5.1 (i) For deliveries within the country of origin or manufacture and for exports to the United States, Lutèce Dynamics shall deliver the Products to the Customer EXW (Incoterms 2020) at Lutèce Dynamics' facilities, place of manufacture, or warehouse. (ii) For all other shipments intended for export, Lutèce Dynamics shall deliver the Products to the Customer FCA (Incoterms 2020) from Lutèce Dynamics' facilities. (iii) The Customer shall pay all delivery costs and charges and, if the Customer designates an agent for exports from the

United States, the Customer must inform Lutèce Dynamics of the name and contact details of the agent before the shipment is exported from the United States. Except for the obligations under Incoterms 2020 specifically mentioned above, Lutèce Dynamics assumes no responsibility for any claims made by the Customer regarding such delivery. Partial deliveries are permitted. Lutèce Dynamics may deliver all or part of the Products before the scheduled delivery date.

5.2 Ownership of Products shipped from the United States is transferred to the Customer as soon as the Products are ready for shipment from Lutèce Dynamics' facilities. Ownership of Products shipped from the country where they will be installed or from a non-US warehouse facility used by Lutèce Dynamics is transferred to the Customer when the Products are ready to be shipped from the manufacturer's factory or Lutèce Dynamics' warehouse facility. Ownership of Products shipped directly by a manufacturer located within the European Union ("EU") passes to the Customer (i) at the port of export immediately after the Products have been cleared for export, or (ii) immediately after each item has left the territory, the territorial waters, and the airspace of the EU country from which the Products are shipped, whichever occurs first. Ownership of Products shipped from any other country shall pass to the Customer at the port of export immediately after they have been cleared for export. Lutèce Dynamics shall remain responsible for the risk of loss of all Products until their transfer of ownership pursuant to this Section 5.2 or their delivery pursuant to Section 5.1, whichever occurs later. Software may be provided by (i) delivery of a physical medium; or (ii) electronic download (when this method is offered by Lutèce Dynamics). Notwithstanding the foregoing, for any Software or Product, including software provided by Lutèce Dynamics hereunder, only a license to the Software is transferred as set forth herein. All claims for breakage and damage must be addressed directly to the carrier; however, Lutèce Dynamics will assist in obtaining satisfactory payment or adjustment of such claim, and Lutèce Dynamics shall not be liable for any delay in delivery of Products or performance of Services attributable to causes beyond Lutèce Dynamics' reasonable control.

5.3 If Products cannot be delivered to the Customer when they are ready for reasons not attributable to Lutèce Dynamics, the latter may inform the Customer and then ship the Products to a storage facility, including a facility located at the place of manufacture. If Lutèce Dynamics stores the Products pursuant to this Section 5.3, the following conditions shall apply: (i) ownership and all risks of loss or damage shall immediately transfer to the Customer, if they have not already done so; (iii) all expenses and costs incurred by Lutèce Dynamics, including for the preparation and storage, handling, inspection, preservation, insurance, and removal of the Products, as well as all applicable taxes, shall be payable by the Customer upon presentation of Lutèce Dynamics' invoices; and (iv) when conditions permit, and after payment of all amounts due hereunder, Lutèce Dynamics shall take back delivery of the Products at the delivery point initially agreed upon.

5.4 The Customer assumes full responsibility for ensuring that (a) the installation site complies with the operating environment and rated power specifications determined by Lutèce Dynamics, (b) all surfaces on which the Equipment will be moved between the carrier and the final installation point comply with the technical specifications relating to the weight of the Equipment, and (c) Lutèce Dynamics has the contact details of a responsible contact person at the installation site.

6. Inspection, acceptance, and returns

6.1 All shipments have been carefully inspected by Lutèce Dynamics' trained staff prior to transit and must be carefully inspected upon receipt. Failure to reject a delivery upon receipt shall constitute acceptance of that delivery and shall be deemed a waiver of any further right to reject or revoke acceptance. If the Products delivered are in excess or insufficient, defective, or damaged, claims must be made within ten (10) days of receipt and must reference the original purchase order number. Lutèce Dynamics may, at its discretion, require payment of restocking fees as a condition of authorizing a return. Notwithstanding this acceptance, the Customer retains all rights and remedies set forth in the section entitled "Warranty."

6.2 NO CREDIT MAY BE ISSUED IN EXCHANGE FOR RETURNED PRODUCTS WITHOUT PRIOR WRITTEN AUTHORIZATION. In order to obtain full credit, returned Products must be accompanied by all original containers and packaging materials. Credit and/or replacement will be credited to the Customer's account. No cash refunds will be given.

7. Acceptable delays

7.1 Lutèce Dynamics shall not be held liable nor shall it be deemed to have failed to fulfill its obligations under the Contract when the performance of said obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including: force majeure, terrorism, war (whether declared or not), epidemics, material shortages, uprisings, acts (or omissions) of the Customer or the Customer's suppliers or agents, any act (or omission) of a government authority, strikes, labor disputes, transportation difficulties, or non-performance of a supplier's obligations. The delivery or performance date shall be postponed for a period equal to the time lost as a result of the delay, plus any additional time reasonably necessary to compensate for the effect of such acceptable delay. If Lutèce Dynamics is delayed due to acts (or omissions) of the Customer, or due to preliminary work carried out by other subcontractors or suppliers of the Customer, it shall be entitled to request a fair adjustment of the price and/or obligations.

8. Compliance with Laws, Codes, and Standards

8.1 The price established by Contract shall be adjusted fairly to reflect additional costs incurred by Lutèce Dynamics as a result of changes in technical specifications, industry codes or standards, or applicable laws and regulations.

8.2 The Customer shall comply with all applicable U.S. laws and regulations relating to the export of the Products, including, without limitation, the following: Export Administration Regulations (set forth in Parts 703 through 774 of CFR 15) ("EAR"), Foreign Trade Regulations (set forth in part 30 of CFR 15 ("FTR")), Office of Foreign Assets Control regulations (set forth in parts 500 through 598 of CFR 31), and embargoes and sanctions (collectively, the "Trade Compliance Laws"). The Customer warrants that it is not subject to any prohibition on manufacturing or receiving U.S. exports and acknowledges that Lutèce Dynamics will obtain licenses to export, re-export, or transfer the Product, unless otherwise specified by Lutèce Dynamics. The Customer will also provide Lutèce Dynamics with any information, materials, or support necessary to obtain such licenses. At Lutèce Dynamics' request, the Customer shall provide Lutèce Dynamics with such assistance as Lutèce Dynamics may reasonably require in connection with compliance with all export laws and regulations applicable to the export, re-export, or transfer by Lutèce Dynamics of the Products and documentation related to any Product. The Customer understands that these items may be controlled by the United States government and may only be exported to the country of final destination for use by the end user or end users specified herein. The Customer also agrees that they may not be resold, transferred, or otherwise conveyed to any other country or person other than the authorized end user or end users, whether in their original form or after being incorporated into other items, without the prior approval of the U.S. government or unless otherwise authorized by U.S. laws and regulations.

8.3 Notwithstanding any other provision herein, the Customer shall obtain in a timely manner any required authorization, such as an export license, import license, foreign exchange authorization, work permit, or other governmental authorization, even if Lutèce Dynamics may request it.

9. Warranty

9.1 Subject to the limitations set forth herein, including Section 9.10 below, Lutèce Dynamics warrants to the Customer that (a) the Equipment and any Equipment upgrades installed therein, when purchased from Lutèce Dynamics and used in a normal manner and with regular recommended maintenance, and the physical media, where applicable, on which the Software is provided by Lutèce Dynamics, shall be free from defects in materials and workmanship and title and shall perform substantially in accordance with the

Documentation provided for the Equipment or physical media of the Software during the warranty period specified herein; and (b) the labor portion of support services shall be performed in a workmanlike manner, in accordance with generally accepted industry standards. Unless expressly authorized in writing by Lutèce Dynamics, all items manufactured by entities other than Lutèce Dynamics are covered solely by the warranty provided by their manufacturers, and Lutèce Dynamics makes no warranty on behalf of the manufacturers of such items. Unless otherwise specified, all warranty periods commence upon delivery of the Equipment or upon completion of the Services.

9.2 Unless otherwise specified in the Contract, Lutèce Dynamics' warranty period for the Equipment shall be as set forth below. The warranty for the Equipment begins upon delivery. Equipment upgrades are warranted in the same manner as the Equipment in which they are installed. The warranty period for Equipment upgrades extends from delivery of the upgrade until the end of the warranty period for the Equipment in which they are installed.

Microscopy upgrades have a one (1) year warranty independent of the Equipment warranty. The warranty for physical media for Software provided by Lutèce Dynamics, if any, is ninety (90) days and begins upon delivery.

9.3 Products: All Products and related accessories, except the ones otherwise specified in Lutèce Dynamics documentation or in these Terms and Conditions, are covered by a one (1) year warranty period.

9.4 Services: Unless otherwise specified in Lutèce Dynamics Documentation, the warranty period for all support services begins at the end of on-site support services or shipment from the repair center and is ninety (90) days.

9.5 Refurbished Products/Demonstration Units: Unless otherwise specified in Lutèce Dynamics Documentation, the warranty period for all refurbished products or demonstration units is ninety (90) days.

9.6 Replacement Parts: Unless otherwise specified in Lutèce Dynamics Documentation, the warranty period for all replacement parts is ninety (90) days.

9.7 Software: Lutèce Dynamics warrants to the Customer that the Software included in the Products will, for a period of ninety (90) days following delivery or notification of availability for electronic download, substantially conform to the applicable Documentation, provided that the Software: (i) has been properly installed and used at all times in accordance with the applicable documentation; and (ii) has not been modified or added to by persons other than Lutèce Dynamics or its authorized representative. Lutèce Dynamics undertakes, at its own expense and as the Customer's sole obligation and exclusive remedy for any breach of this warranty, either to replace such Software or to correct any reproducible error in such Software reported in writing to Lutèce Dynamics by the Customer during the 90-day warranty period. If Lutèce Dynamics is unable to correct the error or replace the Software within a reasonable period of time, Lutèce Dynamics will refund the amount paid by the Customer for the Product concerned, amortized on a straight-line basis over a period of five (5) years upon return of the Product to Lutèce Dynamics, and the license for all Software in the Product will be terminated.

9.8 Customers may be provided with temporary replacement equipment if the Product is returned for repair and is under warranty. Lutèce Dynamics will provide temporary replacement equipment based on availability and at its discretion. Temporary replacement equipment may also be provided in limited circumstances, for example, as part of a repair or after-sales service contract. Lutèce Dynamics may, at its discretion, set additional criteria for providing temporary replacement equipment. Temporary replacement equipment is subject to the terms and conditions of a loan agreement. The Customer is not guaranteed to receive temporary replacement equipment.

9.9 If the Products (with the exception of Software) do not meet the above warranties during the applicable warranty period, the Customer must notify Lutèce Dynamics in writing as soon as possible during this warranty period, and the Customer's exclusive remedy and Lutèce Dynamics' entire liability under the foregoing warranties shall be, at Lutèce Dynamics' discretion, (i) to repair the Product; (ii) replace the defective Products or the defective part, as the case may be; or (iii) if, after reasonable efforts, Lutèce Dynamics is

unable to correct such defects, to refund or credit the amounts paid by the Customer for the Product, amortized on a linear basis over a period of five (5) years, upon return of said Product to Lutèce Dynamics. Any repair, replacement, or new performance by Lutèce Dynamics hereunder shall not extend the applicable warranty period. Lutèce Dynamics reserves the right to use reconditioned, refurbished, and/or repairable used parts (which meet its quality assurance standards).

9.10 If the Services do not meet the above warranties, the Customer's exclusive remedy and Lutèce Dynamics' entire liability under the foregoing warranties shall be, at Lutèce Dynamics' discretion, (i) to use reasonable efforts to (a) re-perform the deficient Services within a reasonable time or (b) replace any replacement part that becomes defective during the remainder of the warranty period for the Product or support services applicable to the Product containing the replacement part, or ninety (90) days after installation of the replacement part, whichever is later; (ii) if, after reasonable efforts, Lutèce Dynamics is unable to correct such defects, the Customer shall have the right to terminate its Agreement for breach in accordance with Section 15 below.

9.11 The following are not covered by this limited warranty and are not guaranteed by Lutèce Dynamics in any way, whether expressly, implicitly, or legally: (a) products not manufactured by Lutèce Dynamics and/or not bearing the "LUTÈCE DYNAMICS" brand name (the warranty covering products from other manufacturers that may be resold by Lutèce Dynamics is the responsibility of the manufacturers of those products, in accordance with the terms and duration of those manufacturers' warranties); (b) products not purchased from Lutèce Dynamics or an authorized Lutèce Dynamics distributor; (c) any product that has been disassembled, repaired, altered, modified, or changed by persons other than authorized Lutèce Dynamics after-sales service personnel, unless Lutèce Dynamics has consented in writing to such repair being carried out by other persons; (d) defects or damage to the Products resulting from various factors (wear and tear, deterioration, accident, misuse, fire, earthquake, negligence, sand, liquids, impact, storage in inappropriate conditions, failure to perform scheduled maintenance and operational tasks, integration of custom hardware not performed by Lutèce Dynamics or a Lutèce Dynamics-approved maintenance provider, or use of accessories, consumables, or Products other than those manufactured by Lutèce Dynamics); (e) any use in an environment, manner, or for purposes for which the Product was not designed; (f) supplies and consumables; (g) operation of the Product that is inconsistent with authorized or intended uses or the applicable Documentation; (h) cosmetic damage; and (i) modification, alteration, or repair of the Product by anyone other than Lutèce Dynamics or its authorized representative without the prior written consent of Lutèce Dynamics. Lutèce Dynamics shall have no obligation whatsoever with respect to Software installed or used beyond the licensed use, Equipment that has been moved from the Installation Facility without the consent of Lutèce Dynamics, or Equipment whose original identification marks have been modified or removed. Lutèce Dynamics is entitled to make the final decision in good faith regarding the existence and cause of any defect, non-conformity, or warranty issue.

9.12 OTHER THAN THE WARRANTIES SET FORTH IN THESE TERMS AND CONDITIONS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH RESPECT TO THE PRODUCTS, SERVICES OR ANY OTHER ITEM OR MATTER ARISING HEREUNDER, LUTÈCE DYNAMICS (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DECLINES ALL IMPLIED WARRANTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES ARE EXPRESSLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, ADEQUACY FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM LAW, ENFORCEMENT OF LAW, COMMERCIAL PRACTICES OR TERMS OF EXECUTION, OR COMMERCIAL USE. LUTÈCE DYNAMICS AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR-FREE OR MEET THE CUSTOMER'S REQUIREMENTS.

9.13 Lutèce Dynamics shall not be liable for the removal or replacement of any systems, structures, or other parts belonging to the Customer. The costs of preventive maintenance, uninstallation, reinstallation, adjustment, and transportation of the Products to Lutèce Dynamics and their return to the Customer shall be borne by the Customer, as this warranty does not cover such costs. If anyone other than Lutèce Dynamics performs the uninstallation, the Customer shall be responsible for any necessary repairs discovered during the reinstallation of the Product by Lutèce Dynamics.

9.14 Lutèce Dynamics is not liable for any damage or loss of programs or data. Lutèce Dynamics is not responsible for restoring or reinstalling any programs or data other than the software originally installed at the time of manufacture of the Product, or, if such software is not available, its equivalent. The costs of software upgrades shall be borne by the Customer.

9.15 The warranties and remedies set forth herein are conditioned upon (i) the proper storage, proper installation, operation, and maintenance of the Products and compliance with the user manuals (including revisions thereto) provided by Lutèce Dynamics and/or its suppliers or subcontractors, as applicable, and (ii) repair or modification in accordance with Lutèce Dynamics' instructions or prior approval.

9.16 Lutèce Dynamics shall in no event be liable for any loss or damage resulting from its inability to discover or repair hidden defects or defects inherent in the design of the Products or Services (unless tests expressly specified in the specifications under the Contract would normally allow for such discovery or repair) or caused by the use of the Products or Services by the Customer or against the advice of Lutèce Dynamics.

9.17 This Section 9 sets forth the exclusive remedies for all claims based on a failure or defect in the Products or Services, whether the failure or defect occurs before or during the applicable warranty period and whether a claim, regardless of its cause, is based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise.

9.18 This limited warranty is for the benefit of the original customer only and may not be transferred or assigned.

9.19 Unless otherwise specified herein, international warranty service is NOT available under this warranty.

10. Limitation of Liability

10.1 In the event of a claim of any kind, whether based on contract, warranty, indemnity, tort (including negligence), strict liability or otherwise, and arising out of the performance or breach of the Contract or the use of any Product or Service, Lutèce Dynamics' total liability shall not exceed the price of the particular Products or Services giving rise to the claim. Lutèce Dynamics' liability under the Contract shall terminate upon expiry of the applicable warranty period. However, the Customer may assert its rights with respect to such liability during the applicable warranty period by bringing legal action within the prescribed time limits, in accordance with the applicable rules of limitation and/or reflection, but in no event more than one (1) year after the expiration of said warranty period.

10.2 Whether due to breach of contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise, Lutèce Dynamics shall in no event be liable for any special, consequential, incidental, indirect, or exemplary damages, including loss of profits or revenue, loss of use of the Products or Services or any related equipment, business interruption, cost of capital, cost of replacement equipment, facilities, services, or replacement power equipment, downtime costs, claims by the Customer's customers arising from such damages, or any special, consequential, incidental, indirect, or exemplary damages, and Lutèce Dynamics shall indemnify the Customer in the event of such claims by the Customer's customers.

10.3 If the Customer is unable to obtain for Lutèce Dynamics the protections specified in this Section 10 from one or more subsequent purchasers, the Customer shall indemnify, defend, and hold Lutèce Dynamics harmless from any claim made by a subsequent purchaser of Products or Services against Lutèce Dynamics for loss or damage resulting from the

performance or non-performance of the Products or Services provided under the Agreement.

10.4 If Lutèce Dynamics provides the Customer with advice or assistance not required by the Contract, the provision of such advice or assistance shall not give rise to any liability on the part of Lutèce Dynamics, whether contractual, indemnity, warranty, tortious (including negligence), strict liability or otherwise.

10.5 For the purposes of this Article 10, the term “Lutèce Dynamics” refers to Lutèce Dynamics, its parent company, subsidiaries, affiliates, subcontractors, and suppliers at all levels, as well as their respective agents and employees, individually or collectively.

10.6 The provisions of this Section 10 shall prevail over any conflicting or contradictory provisions contained in any of the documents constituting the Agreement, except to the extent that such provisions further restrict the liability of Lutèce Dynamics.

11. Dispute resolution and applicable law

11.1 This Agreement shall be governed by, interpreted, and construed in accordance with the laws of France without giving effect to the conflict of laws provisions thereof.

11.2 All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The place of arbitration shall be in the city where the Disclosing Party has its principal place of business, typically Paris for Lutèce Dynamics. The procedural laws of the place of arbitration shall apply where the Rules are silent. Arbitration language shall be French or English. The costs of the arbitration procedures and the reasonable attorney costs of the prevailing Party shall be borne by the defeated Party. No award or procedural order made in the arbitration shall be published.

12. Confidentiality

12.1 Under the Agreement, Lutèce Dynamics and the Customer (the “Disclosing Party” for disclosed information) may each provide the other party (the “Receiving Party” for information received) with “Confidential Information.” The term “Confidential Information” as used in the Agreement means any information marked as ‘confidential’ or “proprietary” or any other similar term, or any information provided that, under the circumstances and the type of information disclosed, could be considered confidential by a reasonable person, including, without limitation, all prices for Products and services, and all information relating to the Disclosing Party's business or products that is not generally known to the public, provided that the obligations set forth in this section shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives, or its affiliates, or (ii) is or becomes available to the receiving Party or its representatives or affiliates on a non-confidential basis from a source other than the disclosing Party, where such source, to the knowledge of the receiving Party, is not under any obligation of confidentiality to the disclosing Party; or (iii) has been or is subsequently developed independently by the receiving Party, its representatives or affiliates, without reference to the Confidential Information, or (iv) must be disclosed by order of a court of competent jurisdiction or a government agency.

12.2 The receiving Party agrees, unless otherwise provided by law: (i) to use the Confidential Information solely in connection with the Agreement and the authorized uses of the Products and Services, and (ii) to take reasonable measures to prevent its disclosure to third parties, using a standard of care equivalent to that used by the recipient to protect its own information of a similar nature and importance, and, exercising reasonable care, any Confidential Information disclosed by the Disclosing Party during a period beginning on the date of disclosure and ending three (3) years after the termination or expiration of this Agreement, except for Confidential Information that constitutes, contains, or discloses, in whole or in part, the proprietary rights of Lutèce Dynamics, which should not be disclosed by the Receiving Party at any time, and except with respect to any information considered a “trade secret” under applicable law. Notwithstanding the foregoing, the receiving Party may

disclose Confidential Information to its employees or to employees of a parent company, subsidiary, affiliate, or authorized service provider who need to know the Confidential Information in order to perform its obligations hereunder or to use the Products or Services, provided that such employees comply with the foregoing. Lutèce Dynamics may collect, use, disclose, retain, or otherwise process technical and related information about the Customer's use or processing of the Products, which may include, without limitation, Internet Protocol address, hardware identification, operating system, application software, peripheral equipment, and usage statistics to facilitate the provision of updates, support, billing, or online services, and may disclose such information to its affiliates.

12.3 If either party or any of their affiliates or representatives is required (through interrogatories, subpoenas, or similar legal proceedings) to disclose Confidential Information, such party agrees to promptly notify the Disclosing Party of each request, to the extent practicable, so that the Disclosing Party may seek an appropriate protective order or release the receiving party from its obligations under this Section 12, or both.

12.4 Nothing herein shall be construed as granting the Receiving Party, either expressly, implicitly, by estoppel or otherwise, any license to any invention, patent, trademark or copyright owned or controlled by the Disclosing Party.

12.5 All information, suggestions, ideas, or other comments provided by the Customer to Lutèce Dynamics regarding its Products and Services in connection with the Agreement (collectively, the "Comments") shall not be considered Confidential Information, and the Customer agrees that Lutèce Dynamics may freely use, disclose, reproduce, license, distribute, and otherwise commercialize the Comments in any Lutèce Dynamics Product, Service, and Documentation.

12.5.1 If Confidential Information must be disclosed in order to perform work under this Agreement, the Customer warrants that it has the right to disclose such information and shall indemnify Lutèce Dynamics and hold it harmless from any claims or damages resulting from such disclosure.

12.6 Sections 12.1 to 12.5 do not replace separate confidentiality or non-disclosure agreements signed by the parties.

13. Health and safety issues

13.1 The Customer must take all necessary precautions to ensure the safety of Lutèce Dynamics personnel on the Site at all times. If, in Lutèce Dynamics' opinion, the safe performance of the Contract at the Site is, or is likely to be, jeopardized by certain local conditions, Lutèce Dynamics may withdraw some or all of its personnel from the Site and/or supervise the performance of all or part of the Contract at a location determined solely by Lutèce Dynamics; any such withdrawal for health or safety reasons shall be considered an acceptable delay as defined in section 7 above.

13.2 Before issuing its purchase order, the Customer must inform Lutèce Dynamics in writing of all rules, regulations, safety codes, and laws specific to the Site that apply to the Products and Services.

14. Access to the site and conditions; hazardous materials

14.1 The Customer must provide Lutèce Dynamics with free access to the Site and any other facilities, including the operating and development environment and the information necessary for Lutèce Dynamics to perform its obligations hereunder.

14.2 Lutèce Dynamics shall promptly, and if possible before the specified conditions are affected, notify the Customer in writing of: (i) any physical conditions underground or latent at the Site that materially differ from those indicated in the Contract, or (ii) any unknown physical conditions at the Site that materially differ from those usually encountered and generally recognized as inherent in the work provided for in the Contract. The Customer shall promptly investigate the conditions encountered. If it is established that these conditions are materially different and result in an increase in the cost to Lutèce Dynamics or the time required to perform any part of the work provided for in the Contract, the price

and the time for performance shall be adjusted on an equitable basis and the Contract shall be amended in writing accordingly.

14.3 If Lutèce Dynamics discovers toxic substances, hazardous substances, or hazardous waste (as such terms may be defined in any law, ordinance, or regulation promulgated by a federal, state, or local governmental authority of the United States or the country of the Site) (collectively, "Hazardous Materials") that require specific handling and/or disposal, the Customer shall immediately take all necessary precautions to legally remedy such hazardous conditions so that the work contemplated by the Contract may proceed safely. If such Hazardous Materials result in an increase in the cost to Lutèce Dynamics or the time required to perform any part of the work, the price and schedule shall be adjusted on an equitable basis. The Customer agrees to properly dispose of all Hazardous Materials produced or generated in connection with the work performed by Lutèce Dynamics at the Site.

14.4 The Customer shall indemnify and hold Lutèce Dynamics harmless from any claims, damages, losses, lawsuits, claims, judgments, and expenses resulting from or related to (i) the presence of Hazardous Materials on the Site prior to the commencement of Lutèce Dynamics' work, or (ii) improper handling or disposal of Hazardous Materials by the Customer, or (iii) their introduction onto the Site or their production by parties other than Lutèce Dynamics.

15. Termination and Suspension

15.1 The Client shall be entitled to terminate the Contract (or any part thereof) for reasonable cause if Lutèce Dynamics: (i) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or seeks protection from creditors under any bankruptcy or insolvency law; or (ii) materially defaults in or fails to perform any material obligation under this Contract (but only if it is a material obligation for which the Contract does not provide an exclusion), provided that: (a) the Client has first notified Lutèce Dynamics in writing of the nature of the default and its intention to terminate the Contract as a result of such default, and (b) Lutèce Dynamics has failed, within thirty (30) days after receiving such notice (or within a longer period deemed reasonable by the parties), either (1) to begin curing the default and thereafter diligently pursue such cure, or (2) to provide reasonable evidence that no default has occurred.

Any other reason for terminating the Contract shall be deemed a material breach of the Contract by the Client. If the Client terminates the Contract in accordance with this Section 15.1, the Client shall pay Lutèce Dynamics (i) that portion of the Contract price attributable to Products completed or partially completed prior to termination, and (ii) all hours of Services performed at Lutèce Dynamics' then-current standard time and materials rates.

15.2 Lutèce Dynamics shall be entitled to terminate the Contract (or any part thereof) immediately for reasonable cause: (i) if the Client becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or seeks protection from creditors under any bankruptcy or insolvency law; (ii) in the event of an acceptable delay (as defined in Section 7 above) exceeding one hundred twenty (120) days; or (iii) if the Client fails to comply with any provision of the Contract, including but not limited to failure to make payment when due or to meet a payment condition.

15.3 If the Contract (or any part thereof) is terminated for any reason other than those defined in Section 15.1 above, Lutèce Dynamics shall receive payment for all Products completed or partially completed and Services performed prior to the termination date, plus a cancellation fee equal to twenty-five percent (25%) of the portion of the Contract price attributable to unfinished Products and unperformed Services. The following provisions apply when determining the amount owed by the Client for Services performed prior to termination: (i) for time-and-materials Services, the Client shall pay for all hours worked at Lutèce Dynamics' then-current standard time and materials rates; (ii) for fixed-price Services, the Client shall pay (a) the applicable price for all completed milestones, and (b) for any uncompleted milestone, all hours worked on such milestone at

Lutèce Dynamics' then-current standard time and materials rates. The Contract must be canceled within 30 days following receipt of the Product or Service. No return of custom-manufactured Products shall be accepted.

15.4 Lutèce Dynamics shall be entitled to suspend all work in the event of non-payment by the Client when due. All costs incurred by Lutèce Dynamics in connection with such suspension (including storage fees) shall become immediately payable by the Client upon receipt of Lutèce Dynamics' invoice(s). Lutèce Dynamics' performance obligations shall be extended for a period reasonably necessary to overcome the effects of such suspension.

16. Software

16.1 Except as otherwise provided in Section 16.7, Lutèce Dynamics grants the Client a limited, non-exclusive, and non-transferable license to use the Software and Documentation during the license term solely for the Client's internal business operations and for the purposes specified under the Contract. The Client may copy the Software and Documentation as necessary to install and run the licensed number of copies, but only for archival purposes. The microcode, firmware, or operating system software required for Equipment with which it is shipped to perform its basic functions is licensed for use solely on that Equipment. Unless otherwise specified in these Terms or the applicable Contract, licenses granted to the Client are perpetual, for object code use only, and shall commence upon delivery of the physical media or notification of availability for electronic download. Use of the Software may require the Client to complete Lutèce Dynamics' applicable Product registration process to obtain and enter an authorization key or license file.

16.2 Any software provided by Lutèce Dynamics to the Client shall be subject to these Terms and Conditions, as well as Lutèce Dynamics' applicable end-user license agreement(s) ("License") and supporting documentation ("Evidence of License"), if any, which are attached hereto and incorporated by reference. In the event of any conflict between these Terms and the License and/or Evidence of License, the License and/or Evidence of License shall prevail. If requested by Lutèce Dynamics, the Client shall sign a copy of the License and Evidence of License.

16.3 Notwithstanding anything to the contrary herein, Open Source Software and any other Software (or component thereof) provided by Lutèce Dynamics may be accompanied by license terms ("Other License Terms") which typically take the form of: (i) a "click-to-accept" agreement included in the installation and/or download process; (ii) a "shrink-wrap" agreement included in the packaging; (iii) a notice stating that by installing and/or using the Software, the Other License Terms apply; or (iv) a notice contained in an Open Source Software disclosure included in the code or related Documentation. All Open Source Software (regardless of licensor) and any Software (or component thereof) not licensed by Lutèce Dynamics are licensed solely under the applicable Other License Terms, which shall prevail in the event of any conflict with other license provisions in these Terms.

To the extent the Other License Terms apply, the Client (a) agrees that the Other License Terms may be updated by or on behalf of Lutèce Dynamics from time to time; (b) authorizes Lutèce Dynamics to accept the Other License Terms on the Client's behalf during installation or configuration; and (c) shall comply with the Other License Terms. Except for Open Source Software, the Other License Terms do not apply where Lutèce Dynamics is the licensor.

16.4 Without Lutèce Dynamics' prior written consent, the Client shall not, and shall not permit any third party to: (i) use the Software in an application service provider, service bureau, or similar capacity for third parties; (ii) disclose to any third party the results of any performance, evaluation, or benchmark testing of a Product conducted by or for the Client; (iii) make the Software available in any form to anyone other than the Client's employees or contractors reasonably acceptable to Lutèce Dynamics who require access to use the Software on the Client's behalf for permitted purposes; (iv) transfer, sublicense, or assign the Software or Documentation to an affiliate or third party; (v) use the Software contrary to the license terms or other requirements in the Documentation and Contract; (vi) except as permitted by mandatory law, modify, translate, enhance, or create derivative works of the

Software, or reverse assemble, disassemble, or decompile the Software's source code, or otherwise attempt to derive it; (vii) remove any copyright or proprietary notice from any copy of the Software; or (viii) violate or circumvent any technological restriction in the Software or specified in these Terms, including through software or services.

16.5 Versions of the Software are subject to their applicable license terms.

16.6 During the Software license term and for two (2) years after its expiration or termination, the Client shall maintain accurate records of Software usage sufficient to demonstrate compliance with these Terms. During this period, Lutèce Dynamics shall have the right to audit the Client's use of the Software to confirm compliance. Such audit shall be subject to reasonable prior notice and shall not unreasonably interfere with the Client's business activities. Lutèce Dynamics may not conduct more than one (1) audit per twelve (12) month period and only during normal business hours. The Client shall reasonably cooperate with Lutèce Dynamics and any third-party auditor and, without prejudice to Lutèce Dynamics' other rights, shall promptly address any non-compliance by obtaining additional licenses. The Client shall promptly reimburse Lutèce Dynamics for reasonable audit costs if the audit reveals either an underpayment of more than five percent (5%) of Software fees due for the audited period or a material failure to maintain accurate records.

16.7 Lutèce Dynamics may terminate licenses for cause if the Client breaches the terms governing Software use and fails to cure such breach within thirty (30) days after written notice from Lutèce Dynamics. Upon termination of a license, the Client shall cease all use and return or certify destruction of the applicable Software (including copies) to Lutèce Dynamics.

16.8 Lutèce Dynamics reserves all rights not expressly granted to the Client and does not transfer any ownership rights in the Software.

16.9 To the extent Lutèce Dynamics provides Services under this Agreement in relation to its proprietary software, the Client agrees that Lutèce Dynamics retains all ownership rights, including any patent, copyright, trade secret, trademark, and other proprietary rights relating to such software and any Product derived therefrom, as defined under U.S. copyright law.

16.10 For purposes of this Section 16, the term "Lutèce Dynamics" means Lutèce Dynamics, its parent company, subsidiaries, affiliates, and their successors or assigns.

17. U.S. Government Restricted Rights

17.1 To the extent Products and Services include or relate to Software, such Products and Services are considered "commercial computer software," "commercial computer software documentation," and "commercial computer software services" as defined in DFAR 227.7202 and FAR 12.212, as applicable, and are provided with restricted rights. Such restricted rights are those set forth in the Contract and as stated in the "Restricted Rights Notice" contained in paragraph (g)(3) ("Alternate III") of FAR 52.227-14, Rights in Data-General, including "Alternate III" (June 1987). Any display, use, modification, reproduction, release, performance, or disclosure of such Products, Services, or related items by the U.S. Government shall be subject solely to the terms of the Contract and prohibited except as expressly authorized therein.

18. Indemnification

18.1 Subject to the Contract terms, Lutèce Dynamics shall (i) at its own expense, defend the Client against any suit, claim, or proceeding (collectively, a "Claim") alleging that the Product or Service under these Terms infringes a valid patent or copyright in a country that is a signatory to the Berne Convention; and (ii) pay the costs and damages finally awarded against the Client by a competent court to the extent resulting from such Claim, or pay settlement amounts approved in writing by Lutèce Dynamics. These obligations are subject to: the Client (a) promptly notifying Lutèce Dynamics in writing of such Claim; (b) disclaiming responsibility and granting Lutèce Dynamics sole control over the defense and

settlement; (c) providing Lutèce Dynamics with full disclosure and reasonable assistance; and (d) not being in material breach of these Terms or the Contract.

18.2 Lutèce Dynamics shall have no obligation or liability for any Claim based on: (a) any Product or Service that has been altered, modified, or revised; (b) the combination, operation, or use of any Product or Service with other products where such combination is part of the alleged infringement; (c) the Client's failure to implement an update provided by Lutèce Dynamics that would have prevented the Claim; or (d) any unauthorized use of the Products or Services, including breach of the Contract terms.

18.3 If any Product or Service, or part thereof, becomes or, in Lutèce Dynamics' opinion, is likely to become subject to a Claim, Lutèce Dynamics may, at its discretion: (a) procure the Client's right to continue using it; (b) replace or modify it to make it non-infringing; or (c) if neither option (a) nor (b) is reasonably available, require the Client to return the Products or Services and, upon receipt, refund the price paid by the Client less straight-line depreciation based on a five (5)-year useful life.

18.4 Lutèce Dynamics shall have no obligation or liability to the extent the alleged infringement arises from or relates to: (A) combination, operation, or use of a Product supplied by Lutèce Dynamics with products, services, items, or technologies (i) not supplied by Lutèce Dynamics; or (ii) supplied by Lutèce Dynamics but sourced from a third party and not identified in the Contract as a component of the Product; (B) use for purposes or in a manner for which the Product was not designed, or continued use after Lutèce Dynamics advised the Client to stop due to a pending or possible infringement claim; (C) modifications made by anyone other than Lutèce Dynamics or its authorized representatives; (D) modifications made by Lutèce Dynamics in accordance with instructions, designs, specifications, or other information provided by or on behalf of the Client; (E) use of any Software version when an upgrade or newer version made available by Lutèce Dynamics would have avoided the infringement; (F) services provided by the Client and/or any revenue derived therefrom; or (G) any data or information recorded or used by the Client or a third party in connection with the Product.

18.5 THIS SECTION 18 SETS FORTH THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND LUTÈCE DYNAMICS' ENTIRE LIABILITY FOR ANY INFRINGEMENT CLAIMS.

19. General Provisions

19.1 The Products and/or Services sold hereunder are not intended for use in nuclear applications, or with rocket or missile systems, drones, or in chemical or biological weapons facilities or activities, without Lutèce Dynamics' written consent. The Client warrants that it will not use or permit others to use the Products and/or Services for such purposes unless authorized in writing by Lutèce Dynamics. If such use occurs in violation of the foregoing, Lutèce Dynamics disclaims all liability for any damage, injury, or contamination, and in addition to any other legal or equitable rights, the Client shall indemnify and hold Lutèce Dynamics harmless therefrom.

19.2 The parties will not exchange, and do not intend to exchange, any export-controlled or International Traffic in Arms Regulations ("ITAR")-regulated information.

If either party wishes to share such information, the disclosing party must notify the receiving party in advance to allow acceptance or refusal of receipt.

19.3 The Client is responsible for complying with all applicable import requirements for the destination sale, including but not limited to proper tariff classification under the Harmonized System, customs valuation, country of origin determination, or any other requirement necessary for lawful importation.

19.4 Lutèce Dynamics may transfer or assign its rights and obligations under the Contract, in whole or in part, to any entity controlling, controlled by, or under common control with Lutèce Dynamics.

Any transfer or assignment by the Client of all or part of its rights or obligations under the Contract without Lutèce Dynamics' prior written consent shall be deemed null and void.

19.5 If any provision of the Contract is found invalid or unenforceable, the remainder shall remain unaffected, and the parties agree to replace the invalid or unenforceable provision

with one that has substantially the same practical or economic effect and is valid and enforceable.

19.6 The following sections shall survive termination of the Contract: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, and 19, along with all appendices and attachments. Lutèce Dynamics disclaims liability for any nuclear or other damage, injury, or contamination; in addition to other legal or equitable rights, the Client shall indemnify and hold Lutèce Dynamics harmless therefrom.

19.7 Lutèce Dynamics Products subject to the Waste Electrical and Electronic Equipment (WEEE) Directive shall bear the WEEE symbol directly on the Product where shape, fit, or function allows. Where not possible, the symbol shall be placed on the packaging and user instructions.

19.8 The parties agree that this Agreement, including any amendments, schedules, appendices, supporting documents, or other materials relating to this transaction, may be prepared, executed, and exchanged between the parties solely in the English language.