

## GENERAL TERMS AND CONDITIONS OF SALES OF THE MOVEABLES

### ARTICLE 1. PREAMBLE – PRELIMINARY DECLARATIONS

LUTECE DYNAMICS (the “**Seller**”) designs, assembles, integrates and commercializes a microscopy hardware system, including a microscopy module which may incorporate third-party components and parts, the necessary dedicated computer equipment and control software enabling its operation (together, the “**System**”). The System is delivered to professional clients and includes Delivery and on-site Installation and may additionally include Training services (together, the “**Services**”). The Module cannot operate as a standalone hardware component and has no functional use without the Dedicated PC and the Control Software as defined below. Additional software products, modules and/or features may be purchased as optional add-ons, as specified in the applicable quotation and/or Documentation.

The Dedicated PC is intended to be used solely to run the Control Software for the operation of the Module, in accordance with the Documentation and the Technical Prerequisites. In practice, the Dedicated PC is operated by the Client’s personnel as a workstation to launch the Control Software and to capture, visualize, save, store and export outputs generated through the System, under the Client’s sole responsibility. The Dedicated PC is intended to be connected to the Client’s Master Computer, under the conditions set out in the Technical Prerequisites and Documentation, it being specified that the Seller manages the configuration of such communication/interface between the Dedicated PC and the Client’s Master Computer as reasonably required for operating the System.

The Client expressly acknowledges and agrees that the System is a standard professional tool, provided as such, and that Seller does not control, and has no responsibility for (i) the Client’s research protocols, workflows, operating environment, biosafety measures, ethical authorizations, or compliance constraints, (ii) the nature, lawfulness, integrity, accuracy or regulatory status of any materials, samples or data processed, generated, stored or transferred through the System, or (iii) any conclusions, decisions or results derived by the Client from the use of the System.

The Client represents and warrants that it is a knowledgeable and competent professional in its field of activity, with the skills, personnel, authorizations, and technical environment required to safely operate, and maintain the System in accordance with the Documentation and the Technical Prerequisites as defined below, and to implement adequate safeguards, including appropriate backup and security measures, commensurate with its intended uses.

The Client further acknowledges that the System is not a medical device, and is not intended to diagnose, treat, cure or prevent any disease, and does not perform medical analysis. The System is used under the Client’s sole responsibility, including for any use involving human cells or other sensitive biological materials, in compliance with applicable laws, standards, and internal policies.

These General Terms and Conditions of Sale (the “**GTC**”) govern the sale of the System and, where applicable, the provision of the Services to professional clients.

## ARTICLE 2. DEFINITIONS

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In the GTC, the following capitalized terms shall have the meanings set forth below, whether used in the singular or plural:

- i. “**Acceptance**” means the formal acceptance of the System following Installation in accordance with the acceptance procedure set out in the GTC.
- ii. “**Agreement**” means, collectively, (i) these GTC, (ii) the Quote, (iii) the Order Confirmation and (iv) any appendices or specific conditions expressly agreed in writing between the Parties.
- iii. “**Client**” means the professional customer (legal entity or natural person acting for professional purposes) purchasing the System and/or Services under the Agreement, it being understood that the Services cannot be ordered without purchasing the System.
- iv. “**Confidential Information**” means any non-public information disclosed by or on behalf of a Party to the other Party in connection with the System and/or the Agreement, including without limitation technical, commercial, financial and business information, specifications, drawings, designs, software, know-how, prototypes, and Documentation, whether disclosed orally, visually, or in writing, and whether or not marked as confidential.
- v. “**Control Software**” means the software provided by Seller and installed on the Dedicated PC, enabling the operation, control and configuration of the Module and the capture, visualization, and handling of outputs generated by the Module, as described in the Quote and/or Documentation.
- vi. “**Data**” means any data or content processed, generated, transmitted, stored, displayed or exported through the System, including without limitation (i) configuration parameters, logs and technical operating data, and (ii) files generated through the use of the System, it being specified that Seller does not determine the nature, accuracy, legality, or regulatory status of such Data.
- vii. “**Dedicated PC**” means the computer delivered by Seller or, where expressly agreed in the Quote, approved by Seller, and dedicated to running the Control Software for the operation of the Module, in accordance with the Technical Prerequisites and intended to be used solely for such purpose (i.e., to run the Control Software for operating the Module).
- viii. “**Delivery**” means the delivery of the System to the delivery location stated in the Quote or Order Confirmation, under the delivery terms specified therein.
- ix. “**Documentation**” means any user manuals, technical documentation, instructions, specifications, safety information, maintenance guidelines, and other materials provided by the Seller with or for the System, in any form.
- x. “**Force Majeure Event**” means any event beyond the reasonable control of the affected Party which prevents or materially delays performance, including without limitation acts of God, natural disasters, epidemic/pandemic, war, terrorism, civil unrest, governmental measures, embargoes, strikes (excluding strikes of the affected Party’s personnel), interruptions of transport, supply chain disruptions, or utility failures.

- xi. **“Installation”** means the on-site installation, alignment, configuration and commissioning of the System performed by the Seller or the subcontractor of its choice, at the Site, as described in the Quote and/or Order Confirmation.
- xii. **“Intellectual Property Rights”** means all intellectual property rights worldwide, including without limitation patents, utility models, designs, copyrights, database rights, trade secrets, know-how, trademarks, trade names, domain names, and all applications, registrations, renewals and extensions thereof.
- xiii. **“Master Computer”** means the Client’s main computer environment to which the Dedicated PC is intended to connect, as described in the Technical Prerequisites and Documentation.
- xiv. **“Microscope”** means the microscope owned (or otherwise validly controlled) by the Client, on which Seller’s hardware System is intended to be installed. The Microscope shall meet the requirements set out in the Technical Prerequisites.
- xv. **“Module”** means the Seller’s hardware microscopy module and its components described in the Quote, which is designed to be attached and used in accordance with the Technical Prerequisites and Documentation.
- xvi. **“Order”** means the Client’s written purchase order or other written order request for the System and/or Services.
- xvii. **“Order Confirmation”** means the Seller’s written confirmation of acceptance of an Order, which may include the scope, quantities, prices, delivery terms, and schedule.
- xviii. **“Parties”** means Seller and the Client, and **“Party”** means either of them.
- xix. **“Prohibited Materials”** means any materials, samples, substances, or uses that are (i) prohibited by applicable law, applicable biosafety and/or ethical rules, (ii) prohibited by the Documentation and/or the Technical Prerequisites, and/or (iii) otherwise notified by the Seller as prohibited for use with the System.
- xx. **“Quote”** means the Seller’s quotation accepted by the Client and confirmed by the Seller, specifying at minimum the System configuration, pricing, Delivery, Installation and Training scope, and any other specific conditions.
- xxi. **“RMA”** means “Return Material Authorization”, i.e., the authorization number and/or process issued by Seller for returning all or part of the System for diagnosis, repair, replacement, or other after-sales processing.
- xxii. **“Seal”** means any tamper-evident seal, sticker, label, or other sealing device affixed on the Module and/or its packaging, intended to evidence opening, disassembly, or tampering.
- xxiii. **“Site”** means the Client’s premises or other location, where Installation and Acceptance and/or Training are performed.
- xxiv. **“Technical Prerequisites”** means the technical, environmental, connectivity, compatibility and operational prerequisites communicated by Seller (including any minimum specifications), to be met by the Client for Delivery, Installation, Acceptance and proper use of the System, including, where applicable, requirements relating to the Microscope and to the connection or interface between the Dedicated PC and the Client’s Master Computer.
- xxv. **“Training”** means the training sessions provided by Seller to the Client’s personnel in relation to the use of the System, as specified in the Quote and/or in the Order Confirmation.
- xxvi. **“Warranty Period”** means the period during which the warranty applies, as stated in the Quote and/or Order Confirmation and/or the warranty article of the GTC, starting on the trigger date specified therein.

## **ARTICLE 3. FORMATION OF THE AGREEMENT – ORDERS**

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### **3.1 Orders – Placement process**

When the Client intends to purchase a System and/or Services, it shall submit a written request to Seller specifying, at minimum, the requested System configuration, quantities, delivery location, requested schedule if any, and any Services requested.

The Client may request additional Services at any time. Any additional Services shall be subject to Seller's prior written acceptance and an applicable Quote and shall be performed in accordance with the conditions set out in such Quote and the Agreement.

Based on such request, Seller may issue a Quote describing the scope of the System and/or Services, the applicable prices, and the proposed Delivery and performance conditions.

### **3.2 Acceptance of the Quote**

The Client may accept the Quote in writing and returning it to Seller within the validity period stated in the Quote. Upon such acceptance by the Client, the Quote together with these GTC becomes binding between the Parties and forms the Agreement.

Any Delivery, manufacturing or performance lead times mentioned in the Quote and/or communicated by Seller are estimates only and are not binding, unless expressly stated otherwise in the Quote.

Any change requested by the Client as from the written acceptance of the Quote, including changes to specifications, Delivery location, schedule, Site constraints, Services, or Technical Prerequisites, shall be subject to Seller's prior written approval and may result in additional fees and/or revised lead times, as set out in an amended Quote or other written document agreed between the Parties.

### **3.3 Client cooperation and Technical Prerequisites**

The Client shall timely provide Seller with all information reasonably required for the performance of the Agreement and shall ensure that the Technical Prerequisites are met before Delivery.

In particular, the Client shall ensure timely access to the Site, availability of qualified personnel, and compliance with any environmental, connectivity and compatibility requirements stated in the Technical Prerequisites and Documentation. The Client shall also ensure full access to the Site and the Microscope for the Seller or the subcontractor of its choice for Installation.

Without limitation, the Client shall ensure that (i) the Microscope complies with the Technical Prerequisites, and (ii) where the Dedicated PC is intended to communicate with the Client's own computer environment including the Master Computer, the relevant connectivity and compatibility conditions are met, it being specified that Seller does not control the Client's IT environment.

## ARTICLE 4. DELIVERY AND INSTALLATION

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### 4.1 Delivery terms

Unless otherwise stated in the Quote, the System is supplied on an EXW basis (*Incoterms® 2020 Paris ICC*) from Seller's premises or such other pick-up location stated in the Quote. The Client is responsible for organizing collection, transportation, and where applicable export/import formalities and insurance.

Seller may, as a convenience, arrange the transportation and delivery of the System to the Site through a carrier. In any case, transportation-related costs and any insurance, if applicable, shall be borne by the Client as set out in the Quote.

Unless otherwise stated in the Quote, the indicative lead time for manufacturing and Delivery of the System is approximately four (4) months from the Client's written acceptance of the Quote. This lead time is indicative and may vary depending on production constraints, supply chain and logistics.

In the event that, in exceptional circumstances, the Delivery lead times are extended, the Seller undertakes to inform the Client as soon as reasonably practicable.

### 4.2 Risk and recommended shipment conditions

Unless otherwise stated in the Quote, risk of loss or damage to the System is transferred to the Client (i) upon the System being made available for pick-up under Article 4.1 of the GTC, or (ii) where Seller arranges transportation, no later than handover of the System to the carrier.

Given the fragile nature of the System, Seller may recommend specific shipment conditions, including packaging and handling requirements and shipment insurance. If the Client refuses to follow Seller's recommendations, the Client acknowledges that Seller's warranty coverage may be reduced accordingly, to the extent permitted by applicable law, for any defect, misalignment, damage or malfunction resulting from transportation, handling or storage prior to Installation.

### 4.3 Receipt and claims

Upon receipt of the System at the Site or other agreed delivery location, the Client shall promptly inspect the packaging and the System. Any apparent damage, missing items or apparent non-conformity shall be (i) recorded on the carrier's delivery note at delivery and (ii) notified to the Seller in writing without undue delay and, in any event, within three (3) business days following receipt, together with supporting evidence, including pictures and carrier documents if relevant.

### 4.4 Seal

The Seller may place a Seal on the Module and/or its packaging. The Client shall check upon receipt that the Seal is intact and shall notify Seller immediately in writing if the Seal is broken, removed or altered.

In such cases, or if the Module and/or the System shows signs of opening, disassembly or tampering, the Client shall refrain from using it. The Seller may suspend Installation, Acceptance and any warranty handling until completion of Seller's inspection and diagnosis and may require the return of the affected parts and/or the System under an RMA.

Unless the Client demonstrates that the issue is solely attributable to the Seller, any inspection or diagnosis, reconditioning, re-alignment, repair, return shipment and insurance costs incurred in connection with such broken or altered Seal or tampering shall be borne by the Client. Any warranty coverage may be excluded or reduced to the extent permitted by applicable law for any defect, misalignment, damage or malfunction resulting from or aggravated by such opening, disassembly or tampering.

Notwithstanding the foregoing, the Client acknowledges and agrees that the Seller may need to open and/or partially disassemble the Module during Installation, alignment and commissioning, which may require breaking or removing the Seal. Such opening shall not be deemed tampering or unauthorized intervention and shall not affect the warranty. The Seller shall, where applicable, affix a new Seal after completion of the intervention.

#### **4.5 Installation and Training**

The Seller shall perform on-site Installation at the Site on the dates coordinated between the Parties, provided the Client complies with Article 3.3 of the GTC. Installation shall be performed exclusively by the Seller or by a subcontractor of the Seller's choice. For the avoidance of doubt, Installation, and subsequent Acceptance, requires that the Microscope and the Site meet the Technical Prerequisites, and, where applicable, that the Dedicated PC can be connected to the Client's computer environment in accordance with the Technical Prerequisites.

Training is a paid Service, and unless otherwise stated in the Quote, initial Training is performed during Installation. Any additional Training requested by the Client shall be subject to Seller's prior agreement and applicable fees.

If Seller is unable to perform Installation and/or Training due to the Client, including lack of access to the Site, unavailability of the Client's personnel, or non-compliance with the Technical Prerequisites, Seller may reschedule the intervention and invoice the costs incurred including travel and stand-by time.

#### **4.6 Acceptance**

Unless otherwise stated in the Quote, Acceptance shall occur upon completion of Installation at the Site, following the functional checks performed by Seller in accordance with the Documentation and the Technical Prerequisites. Acceptance shall be documented in writing.

The Acceptance checks shall consist of (i) verification of the mechanical and functional integration of the Module on the Microscope (as applicable), (ii) verification that the Dedicated PC, Control Software and interfaces required under the Technical Prerequisites are operational, and (iii) execution of standard functional tests and



basic imaging/capture operations demonstrating material conformity with the Documentation. The Parties acknowledge that Acceptance does not constitute validation of the Client's protocols, workflows, samples, intended uses or scientific/medical results, which remain under the Client's sole responsibility.

If the Client identifies material non-conformities during Acceptance, the Client shall notify Seller in writing at the time of Acceptance, with sufficient detail to allow diagnosis. Seller shall remedy such non-conformities within a period of three (3) months unless otherwise stated between the Parties, and the Parties shall proceed to a new acceptance check.

If the Client starts using the System after Installation without having issued written reservations at the time of Acceptance, the System shall be deemed Accepted.

## **ARTICLE 5. FINANCIAL TERMS**

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### **5.1 Prices**

The prices for the System and the Services are as set out in the Quote. Unless otherwise stated in the Quote, prices are exclusive of any taxes, duties, customs charges, bank fees, wire fees, and similar charges, which shall be borne by the Client.

Where the Quote provides that travel time, travel expenses, accommodation, per diem, or other out-of-pocket costs are chargeable, such amounts shall be invoiced to the Client in accordance with the Quote (or, failing that, Seller's applicable rates) and shall be payable under the same payment terms as set out herein.

### **5.2 Invoicing milestones**

Unless otherwise stated in the Quote, Seller shall invoice the price of the System as follows:

- (i) Fifty percent (50%) upon the Client's written acceptance of the Quote, and
- (ii) Fifty percent (50%) upon Delivery (or, where applicable, upon the System being made available for pick-up under Article 4.1 of the GTC).

The additional Services may be invoiced on the same invoice as the System, or invoiced separately, as stated in the Quote.

### **5.3 Payment terms**

Unless otherwise stated in the Quote, invoices are payable net thirty (30) calendar days from the invoice date, by bank transfer.

### **5.4 Late payment**

Any amount not paid when due shall, automatically and without the need for any prior notice, give rise to late payment interest accruing from the day following the due date until full payment, at a rate equal to three (3) times the French statutory legal interest rate applicable on the relevant due date, as well as the fixed recovery compensation of forty (40) euros.

In addition, in case of late payment for any reason whatsoever, the Seller may, without prejudice to any other rights and remedies: (i) suspend performance of the Agreement, (ii) adjust any dates or lead times accordingly; and (iii) charge the Client for any reasonable costs caused by such late payment and/or suspension (including storage, re-delivery, rescheduling and stand-by time).

## **5.5 Retention of title**

Title to the System shall remain with Seller until full payment of all amounts due under the Agreement has been received by Seller. The Client shall not create or allow any line or security interest over the System prior to full payment and shall keep the System identifiable as Seller's property.

## **ARTICLE 6. AFTER-SALES - RMA**

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### **6.1 After-sales principle**

The Seller provides after-sales services in relation to the System, including technical support, diagnosis, repair, maintenance and re-alignment services, under the conditions set out in the Agreement. Any after-sales service may require remote checks and/or the return of all or part of the System to Seller.

Any request for after-sales support shall be submitted to Seller in writing, describing the issue with sufficient detail and including any information reasonably required for diagnosis, including pictures, any error report from the software, and/or videos describing the issue. If needed, the Parties will arrange a video call to discuss the issue. Remote computer access should be given to the Seller to test and resolve the problem.

The Client shall cooperate in good faith and perform reasonable diagnostic steps requested by Seller.

### **6.2 RMA requirement and diagnostic**

Any return of the System or any part thereof is subject to the Seller's prior issuance of an RMA and the Client's strict compliance with Seller's return instructions.

The RMA shall be issued following a diagnosis performed by the Seller, remotely and/or on-site, with or without the Client's assistance as instructed by Seller. The Client shall cooperate and provide, within a reasonable timeframe, the information and checks reasonably requested by Seller for diagnosis purposes.

Where diagnosis or troubleshooting requires interactions with the Client's environment (including the Microscope, connectivity set-up, or the Client's Master Computer), the Client shall provide the cooperation, access and configuration information reasonably requested by Seller, it being specified that Seller does not manage or control the Client's IT environment and shall not be responsible for it.



Following the diagnosis, the Seller shall determine, at its sole discretion, the appropriate measures, including: (i) the return of the System (or the relevant parts) to Seller under the RMA process, and/or (ii) an on-site intervention performed by the Seller or any subcontractor of its choice.

In case of return to the Seller, the Client shall strictly comply with all return instructions issued by Seller, including without limitation instructions relating to packaging and protective materials, labeling, shipment method, tracking information, insurance (if requested), and any documentation to be enclosed with the shipment.

Where the issue occurs during the Warranty Period, the diagnosis costs and, where applicable, the return costs of the System or relevant parts, shall be borne by the Seller. Apart from the Warranty Period, where the issue is not covered by the warranty within the meaning of Article 8, such costs shall be borne by the Client, in accordance with Article 8 of the GTC.

## **ARTICLE 7. INTELLECTUAL PROPERTY**

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### **7.1 Seller's ownership**

All Intellectual Property Rights in and to the System including the Module, the Control Software, the Documentation, and any and all related elements, including without limitation any firmware, embedded software, interfaces, algorithms, models, designs, drawings, schematics, specifications, architectures, workflows, calibration and alignment methods, test protocols, tools, utilities, updates, upgrades, patches, corrections, enhancements, configurations, know-how, trade secrets, and any other materials or deliverables made available by Seller (including any trademarks, trade names, logos, product names and other distinctive signs associated with the System), are and shall remain the exclusive property of Seller or of any person having authorized Seller to use them.

No transfer of Intellectual Property Rights is granted to the Client under the Agreement.

### **7.2 License grant**

Subject to full payment of all amounts due, the Seller grants the Client a non-exclusive, non-transferable, non-sublicensable license to use the Control Software and the Documentation solely for the Client's internal professional use of the System in accordance with the Agreement, during the period in which the Client lawfully owns and uses the System.

### **7.3 Restrictions**

Except as expressly permitted by mandatory law, the Client shall not, and shall not allow any third party to:

- (i) Copy, reproduce, modify, adapt, translate or create derivative works of the Control Software or Documentation.

- (ii) Reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or underlying ideas of the Control Software and/or the Module.
- (iii) Remove or alter any proprietary notices, markings or labels including any Seal.
- (iv) Make the Control Software available to third parties, including rental, lease, time-sharing, service bureau, hosting, or outsourcing or using it for the benefit of third parties; or
- (v) Use the System and/or Control Software outside the Technical Prerequisites or in breach of the Documentation.

#### **7.4 Client data**

As between the Parties, the Client remains solely responsible for, and owner of, the Data it generates, stores or exports through the System. The Seller acquires no ownership rights in the Client's Data.

However, the Client grants the Seller a non-exclusive, worldwide, royalty-free license to use, host, access, process and reproduce the Client's Data solely to (i) perform the Agreement, including providing support, diagnosis, maintenance and after-sales services, and (ii) improve, develop and optimize the System, the Module and/or the Control Software, provided that Seller does not disclose the Client's Confidential Information or identify the Client in connection with such improvement activities.

To the extent practicable, the Seller shall use the Client's Data for improvement purposes in an aggregated and/or anonymized form.

Where the Parties expressly agree, under a separate written arrangement, to collaborate and share Data beyond what is strictly necessary for the performance of the Agreement, the Seller may collect, access, retain and use such Data for its own internal purposes, including research and development activities and the training, testing and improvement of algorithms, including artificial intelligence models, subject to the Client's prior written consent. In such case, any Data that qualifies as Confidential Information shall remain subject to the confidentiality obligations set out in Article 11, and, where applicable, to the personal data protection obligations set out in Article 10.

#### **7.5 Feedback**

If the Client provides feedback, suggestions or improvement ideas relating to the System or the Control Software, the Seller may freely use such feedback without restriction and without any compensation, if Seller does not disclose the Client's Confidential Information in doing so.

### **ARTICLE 8. WARRANTIES**

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#### **8.1 Period and scope**

The Seller provides a contractual warranty for the System for a period stated in the Quote.

During the Warranty Period, and subject to the exclusions set out herein, Seller warrants that the System will (i) materially conform to the Documentation and (ii) be free from material defects in materials and workmanship under normal and compliant use.

## **8.2 Warranty conditions**

The warranty is strictly conditional upon: (i) the System has been used, handled, stored and maintained in accordance with the Documentation, the Technical Prerequisites and the Seller's instructions; (ii) the System not being opened, disassembled, modified or tampered with by any person not expressly authorized in writing by the Seller, including in particular in case of broken/altered Seal; and (iii) the Client complying with the after-sales and RMA process set out in Article 6 of the GTC.

## **8.3 Warranty exclusions**

The warranty does not cover, and the Seller shall have no liability for, any defect, damage, misalignment, malfunction or non-conformity resulting from or caused by:

- (i) Transportation, handling or storage conditions prior to Installation, including where the Client did not follow Seller's recommendations under Article 4.2 of the GTC.
- (ii) Any shock, drop, accident, contamination, negligence, misuse or abnormal use.
- (iii) Any use not in accordance with the Documentation, the Technical Prerequisites and/or Seller's instructions.
- (iv) Use with non-compatible equipment or environment, or failure to maintain the required conditions stated by Seller.
- (v) Any non-compliance of the Microscope with the Technical Prerequisites, and/or any incompatibility, misconfiguration or malfunction of the Client's environment where such environment is required for communication with the Dedicated PC under the Technical Prerequisites.
- (vi) Any opening, disassembly, modification or tampering not authorized in writing by Seller (including any broken or altered Seal), or any intervention by customs or any third party resulting in such opening or tampering.
- (vii) Any intervention, repair, maintenance or re-alignment performed by a third party not authorized in writing by Seller.
- (viii) Prohibited Materials or any use involving materials or samples in breach of applicable law, biosafety rules, ethical rules, or the Documentation; or
- (ix) Any Client-side electrical, network or environmental incident not attributable to Seller.

## **8.4 Warranty remedies**

If a defect covered by the warranty is duly confirmed by the Seller during the Warranty Period, the Seller's sole obligation and the Client's sole remedy under the warranty shall be at Seller's option:

- (i) The repair of the affected part(s).
- (ii) The replacement with equivalent part(s); or
- (iii) The refund of the price paid for the defective part(s).

## ARTICLE 9. LIABILITY

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Each Party shall be liable for the direct damages caused to the other Party because of a proven breach of the Agreement, subject to the limitations set out herein, pursuant to applicable law.

The Client acknowledges that the System is not a medical device and does not perform medical analysis. The Seller has no control over the Client's protocols, operating environment, samples or materials, biosafety measures, ethical authorizations, or regulatory constraints, nor over the Client's results and decisions. Accordingly, the Seller shall not be liable for any damage arising out of, or in connection with, the Client's use of the System, including any use involving human cells or other sensitive biological materials, except to the extent such damage is directly caused by a defect covered by Article 8 of the GTC and duly confirmed by the Seller.

For the avoidance of doubt, the Client remains solely responsible for (i) selecting and validating the intended uses of the System, (ii) assessing and managing all risks associated with such uses, and (iii) implementing and maintaining all required safeguards, authorizations and compliance measures applicable to its activities and to any materials, samples and Data it processes or generates through the System. This includes the Client's responsibility for the Microscope and for its own computer environment, and for ensuring their compliance with the Technical Prerequisites.

In any case and to the maximum extent permitted by applicable law, the Seller's aggregate liability under or in connection with the Agreement, for any cause whatsoever, shall be capped at the total amounts actually paid by the Client to the Seller under the relevant Quote for the System giving rise to the claim. This cap shall apply cumulatively for all claims relating to the same System.

The Client undertakes to use the System in strict compliance with all applicable laws and regulations, including without limitation any rules applicable to research activities, biosafety, ethics, handling and processing of human cells or other biological materials, laboratory practices, and any medical, health or similar regulations that may apply to its activities, as well as in accordance with the Documentation and the Technical Prerequisites. The Client shall obtain and maintain, under its sole responsibility, any required approval, authorizations, permits and consents, and shall ensure that its personnel are duly trained and qualified to use the System in compliance with such requirements.

## ARTICLE 10. PERSONAL DATA

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Each Party undertakes to comply with all applicable personal data protection laws and regulations, including Regulation (EU) 2016/679 (the "**GDPR**") and French Law No. 78-17 of 6 January 1978 as amended (the "*Loi Informatique et Libertés*").

The Client remains solely responsible for determining whether any Data processed, generated, stored or exported through the System contains personal data and, if so, for ensuring the lawfulness of such processing and compliance with its obligations under the GDPR and applicable laws.

The Seller does not need to access the Client's Data for the normal operation of the System. If, for support purposes and at the Client's request, the Client provides Seller with access to certain Data, including remotely, such access shall be limited to what is strictly necessary for diagnosis and support.

Each Party shall implement appropriate technical and organizational measures to protect personal data it processes against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access, having regard to the risks presented by the processing. Each Party shall ensure that people authorized to process personal data are bound by confidentiality obligations.

## **ARTICLE 11. CONFIDENTIALITY**

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Each Party undertakes, during the term of the Agreement and thereafter, to treat as strictly confidential and to keep in strict secrecy all Confidential Information disclosed or made available by or on behalf of the other Party in connection with the System and/or the Agreement. Each Party shall (i) use the other Party's Confidential Information solely for the purposes of performing the Agreement, (ii) not disclose it to any third party without the other Party's prior written consent, and (iii) protect it with at least the same degree of care it applies to its own confidential information of similar nature and importance, and in any event no less than a reasonable standard of care.

A Party may disclose the other Party's Confidential Information only to its personnel and professional advisers who have a strict need to know for the purposes of the Agreement, provided that such persons are bound by confidentiality obligations at least as protective as those set out herein. Each Party remains responsible for any breach of this Article by the people to whom it discloses Confidential Information.

The confidentiality obligations set out herein shall remain in force until the Confidential Information has become public through no breach by the receiving Party. They shall not apply for information that the receiving Party can demonstrate:

- (i) It was lawfully known without restriction before disclosure.
- (ii) It becomes publicly available through no fault of the receiving Party.
- (iii) It is lawfully received from a third party without breach of a confidentiality obligation, or
- (iv) It is independently developed by the receiving Party without use of or reference to the other Party's Confidential Information.

If a Party is required by law, regulation, court order or competent authority to disclose any Confidential Information, it shall, to the extent permitted by law, promptly notify the other Party in writing and reasonably cooperate to allow the other Party to seek protective measures. The disclosing Party shall be entitled to request that only the portion of Confidential Information strictly required be disclosed, and that such disclosures be made under confidentiality protections where available.

Upon request and, in any event, upon termination of the Agreement, each Party shall return or destroy the other Party's Confidential Information in its possession, including copies, except to the extent retention is required by law or for bona fide archival purposes, provided that such retained Confidential Information remains subject to this Article.

## **ARTICLE 12. FORCE MAJEURE**

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Neither Party shall be liable for any failure or delay in performing its obligations under the Agreement to the extent such failure or delay results from a Force Majeure Event. The affected Party shall notify the other Party in writing as soon as reasonably practicable of the Force Majeure Event, its expected duration and the impact on performance. The affected Party shall use reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance as soon as possible. Performance of the affected obligations shall be suspended for the duration of the Force Majeure Event. If the Force Majeure Event continues for more than thirty (30) consecutive calendar days, either Party may terminate the Agreement as a whole or in part by written notice, without compensation, subject to payment of any amounts due to performance already provided.

## **ARTICLE 13. MISCELLANEOUS**

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The Parties are independent contractors. Nothing in the Agreement shall be construed as creating any partnership, joint venture, agency or employment relationship between the Parties. Neither Party has authority to bind the other Party.

The Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions, understandings or agreements, whether written or oral.

If any provision of the Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. The Parties shall replace the invalid provision with a valid one reflecting as closely as possible the Parties' original intent.

No failure or delay by either Party to exercise any right or remedy shall constitute a waiver thereof, nor shall any single or partial exercise preclude further exercise of that or any other right or remedy.

The Client may not assign or transfer all or part of the Agreement without Seller's prior written consent.

Any amendment to the Agreement must be in writing and signed by duly authorized representatives of both Parties.

## **ARTICLE 14. GOVERNING LAW - JURISDICTION**

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The Agreement shall be governed by and construed in accordance with French law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is expressly excluded.



The Parties shall use good faith efforts to resolve amicably any dispute, controversy or claim arising out of or in connection with the Agreement, including its validity, interpretation, performance or termination. To that end, the Parties shall exchange all relevant information within a reasonable time after one Party has notified the other Party in writing of the dispute.

**[Option 1 – Courts]** If the dispute has not been resolved within sixty (60) calendar days from such written notice, it shall be submitted to the exclusive jurisdiction of the competent courts of Paris, France.

**[OR]**

**[Option 2 – ICC Arbitration]** If the dispute has not been resolved within sixty (60) calendar days from such written notice, it shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC). The arbitral tribunal shall consist of one (1) arbitrator. The seat of arbitration shall be Paris, France. The language of the arbitration shall be French. Notwithstanding the foregoing, either Party may seek interim or conservatory measures from any competent court, without this being deemed incompatible with, or a waiver of, this arbitration clause.