

Terms of sale and software license

January 1, 2026

The specific terms applicable to a transaction are those incorporated into the applicable quotation, order confirmation, purchase order acceptance, or other specific written agreement with INSCOPER.

PREAMBLE

These terms and conditions of sale and software license (the “**Terms**”) shall apply between INSCOPER and the Buyer (as defined below) to all proposals and quotations submitted by INSCOPER and to all purchase orders received and confirmed by INSCOPER relating to all goods and services provided by INSCOPER, except as otherwise provided in a document signed by INSCOPER.

1. Definitions

Capitalized terms used in the Terms, whether used in the singular or the plural, shall have the meaning given to them below.

“**Affiliates**” means INSCOPER and any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with INSCOPER, in accordance with Article L233-3 of the French Commercial Code.

“**Agreement**” means any Order accepted by INSCOPER together with these Terms or the Quote together with these Terms when Buyer signs and returns the Quote to INSCOPER.

“**Buyer**” means the entity as identified in the Order and which orders the Products and/or Services for its business or professional purposes.

“**Buyer’s Device**” means Buyer-owned microscope that Buyer intends to use in connection with the Product.

“**Device Controller**” means any hardware, peripheral, controller or item supplied by INSCOPER to Buyer under the Agreement.

“**Documentation**” means any technical documentation, brochure or user guidelines provided by INSCOPER relating to the Products.

“**INSCOPER**” refers to INSCOPER, a *société par actions simplifiée* company duly organized and existing under the laws of FRANCE with company number 822 900 676, having its principal place of business at 3771 Boulevard des Alliés, 35510 CESSON-SEVIGNE (FRANCE).

“**Order**” means the document, issued by Buyer specifying the Product and/or Services, the Buyer, and specific payment and/or shipment terms in accordance with the Quote, and subject to INSCOPER’s acceptance.

“**Party**” or “**Parties**” means either INSCOPER or Buyer or both INSCOPER and Buyer as the case may be.

“**Price**” means the amount, excluding VAT or other charges, relating to the Products and/or Services as set forth in the Quote or in an Order accepted by INSCOPER.

“**Product**” means the Device Controller, Software and/or any hardware equipment as stated on the Order.

“**Quote**” means INSCOPER commercial offer for Product and/or Services available at the Effective Date, sent to Buyer at Buyer’s written request, with these Terms and the Documentation.

“**Services**” means any provisions of services relating to the Products performed by INSCOPER as set forth in the Quote (such as customer training or custom developments).

“**Software**” means any software contained, pre-loaded, installed, or embedded in the Device Controller (“**Firmware**”) or licensed on a stand-alone basis by INSCOPER to the Buyer under the Agreement.

“**Third-Party Product**” means any device and/or software not provided by INSCOPER and used by the Buyer in connection with the Product.

“**User**” means Buyer’s employees or any individuals to which Buyer grants access to use Buyer’s Device and the Product, in compliance with these Terms.

2. Purpose and acceptance

2.1. Purpose

These Terms shall govern and be applicable to all relevant Orders issued by Buyer and accepted by INSCOPER in compliance with the provisions of **Section 2.2** of the Terms

In accordance with the provisions of the Agreement, INSCOPER shall deliver the Products and provides the Services set forth in the Order or in the Quote which may be referenced by the Order.

Unless agreed otherwise in writing, Software installation and Device Controller configuration services do not form part of this Agreement unless explicitly agreed by the Parties.

The provisions of these Terms shall also govern all updates of the Software that may be released by INSCOPER, which might replace and/or add to the Software version currently in use when these Terms come into force, unless such Updates are subject to a separate licensing agreement.

Buyer agrees that any Users shall be informed of these Terms by Buyer, and that Buyer shall be liable for any acts or omission by such Users as if such acts or omissions were performed by Buyer itself.

Buyer represents it is buying the Product for its own internal use only and not for resale or export.

2.2. Acceptance

These Terms are effective as of the acceptance of these Terms (the “**Effective Date**”). Acceptance of these Terms is demonstrated by sending an Order in response to the Quote, which is accepted by INSCOPER, or by payment by Buyer.

3. List of Products

The list of Products and/or Services is set forth in the Quote and their specifications are set forth in the Documentation. INSCOPER shall be entitled to terminate the manufacturing or offering of any Products or Services or amend the specifications of the Products at any time and at its discretion, provided that INSCOPER shall continue to supply any Products as agreed upon in the Order.

The hardware and software environment (including any Third-Party Product) which the Product and/or Software is to be used in or in connection to is listed in the Documentation and/or on the website of INSCOPER.

Before issuing an Order, Buyer is responsible for assessing if Buyer’s device and Third-Party Products are compatible with the Product and for providing a system environment that meets INSCOPER respective requirements.

4. Ordering process

Any Quote is open for acceptance for ninety (90) calendar days from its date of issuance, unless specified otherwise or withdrawn. Upon acceptance of the Quote in writing by Buyer or upon confirmation of the Order by INSCOPER, Buyer cannot cancel or change it without INSCOPER’s prior written consent.

INSCOPER is not obligated to provide, and Buyer is not obligated to purchase any Products and/or Services unless and until the Quote is signed and returned by Buyer or until the Parties execute an Order for such Products and/or Services in the form and format required by INSCOPER.

Based on these Terms, Orders placed with INSCOPER will be deemed accepted only when they have been confirmed in writing by INSCOPER. INSCOPER shall not be bound by and hereby expressly rejects Buyer’s terms and conditions and/or any conditions not expressly agreed by INSCOPER in writing.

5. Price and payments

5.1. Prices

Prices contained in INSCOPER’s published price lists, including, but not limited to, catalogs, brochures and websites, are subject to change without notice. All Prices will be as specified by INSCOPER in the Quote or, if no price has been specified or quoted, will be INSCOPER standard prices in effect at the time of delivery of Products or Services. All Prices in the Quote are valid for ninety (90) days, unless otherwise stated in writing. All Prices are subject to adjustment upon written notice to Buyer before delivery, on account of specifications, quantities, raw materials, cost of production, shipment arrangements, trade restrictions (e.g. any additional or new tariff/duty, quota, tariff-rate quota pursuant to a trade agreement applicable to performance of the Agreement) or other terms or conditions that are not part of INSCOPER’s original quotation. In the event of

Price adjustment, Buyer may cancel the affected Order within fifteen (15) French business days from receipt of INSCOPER's Price adjustment notice.

5.2. Payment terms

Unless expressly otherwise agreed by the Parties in the Order, the total Order Price is due and payable to INSCOPER, net thirty (30) days of receipt of INSCOPER's invoice and payments must be made in full and in cleared funds via electronic fund transfer to a bank account nominated in writing by INSCOPER. No deductions or offsets are permitted.

All payments shall be made in Euros (EUR) unless otherwise specified in the Quote or in INSCOPER's Order confirmation.

All deliveries of Products and provision of Services agreed to by INSCOPER shall at all times be subject to credit approval of INSCOPER. If, in INSCOPER's judgment, Buyer's financial condition at any time does not justify provision of Services or delivery of Products on the above payment terms, INSCOPER may require full or partial payment in advance or other payment terms as condition for delivery, and INSCOPER may suspend, delay or cancel any credit, delivery or any other performance by INSCOPER.

5.3. Late payments

If any payment term is exceeded, Buyer shall automatically be in default without any notice of default being required from INSCOPER.

In the event of late payment, Buyer shall pay INSCOPER, automatically and without prior notice, late payment interest calculated according to the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by ten (10) percentage points.

In addition to the late payment interest, Buyer shall pay INSCOPER, as of the first day of delay in payment, as of right and without prior notice, a fixed indemnity for collection costs equal to forty (40) euros, in accordance with the provisions of Article L441-10 of the French Commercial Code. When the recovery costs incurred are higher than the amount of this fixed indemnity, INSCOPER may request additional compensation, upon justification.

Notwithstanding the foregoing, if Buyer fails to fulfill its payment obligations, INSCOPER may at its sole option and until all outstanding amounts and late charges, if any, are paid: (i) be relieved of its obligations with respect to guarantees; (ii) withhold performance and future deliveries, in whole or in part, to Buyer to which INSCOPER or any of its Affiliates is obliged under any contract (including the Agreement), (iii) declares Buyer's performance in breach and terminate the Agreement in accordance with the provisions of **Section 14** and any or all other contracts with INSCOPER or any of its Affiliates, (iv) repossess Device Controllers or uninstall Software or suspend Services for which payment has not been made, (v) charge storage or inventory carrying fees on Products. Buyer acknowledges that the grant of rights under **Article 7.2** is subject to the full payment of the Price.

5.4. Taxes.

The Price are exclusive of, and Buyer agrees to pay, all taxes, customs, tariffs, duties or other charges, domestic or foreign imposed by any federal, state, governmental or local tax authority including but not limited to import and export duties, stamp taxes, registration taxes, turnover taxes, customs fees, sales taxes and value added taxes (except for taxes imposed on INSCOPER's net income) with respect to any payments to be made by Buyer under this Agreement (the "**Taxes**"). If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

If applicable law requires Buyer to withhold any taxes levied on payments to be made pursuant to this Agreement ("**Withholding Tax**"), (i) Buyer shall, within thirty (30) days, provide INSCOPER with certified statements and receipts and any other supporting data to establish that such tax has been deducted (unless a certification of exemption obtained by Buyer exempts any payment from a tax) and (ii) the prices in the Order, shall be adjusted upwards to compensate INSCOPER for such Withholding Tax.

6. Delivery, Title, risk of loss, Inspection

6.1. Product delivery

Unless otherwise agreed in individual cases (different Incoterm, destination place, etc.), INSCOPER will deliver the Products, DAP (Incoterms® 2020-ICC) at the delivery location set forth in the Order (the “**Delivery Location**”). INSCOPER bears all risks involved in bringing the goods to and unloading them at the named place of destination. Unless otherwise agreed in writing by the Parties, INSCOPER (i) is responsible for the costs of and arranging all insurance, transport, carriage, loading and offloading of the Products at the Delivery Location, export duties, export taxes, and completing all export clearance documents and (ii) will pay all transportation costs (including insurance, taxes, and customs duties) until the Delivery Location. Buyer shall bear any duties, import taxes, and other costs for import clearance, where applicable, and all costs relating to the Products from the date they have been delivered at the Delivery Location.

Delivery is completed when the Products are delivered in accordance with the agreed Incoterm or Buyer has provided INSCOPER with a duly executed proof of delivery, whichever is earlier.

Buyer shall provide INSCOPER with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by INSCOPER to deliver the Product and/or provide the Services.

All shipping and delivery dates are approximate only and non-binding (unless otherwise expressly agreed by the Parties in the Order). The delivery time may be extended appropriately in the event of any delays in the Buyer's provision of such assistance or information, labor disputes, including strikes and lockouts, as well as unforeseen events beyond the control of INSCOPER, provided that these hindrances significantly affect the completion or delivery of the ordered Products. Time for delivery shall not be of the essence. INSCOPER will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond INSCOPER's reasonable control.

Late delivery. In case of delayed delivery attributable only to INSCOPER (excluding any delay resulting from a Force majeure event or from Buyer's fault), starting from the fourth (4th) week of delay, Buyer may claim a late delay penalty of 0,5% of the (ex VAT) amount of the delayed Product price in the affected Order per week of delay up to a maximum of five (5)% of the price (ex VAT) of the delayed Product of the affected Order. Such late penalty applies only to the Products concerned with late delivery and shall be deducted from the Order Price. This penalty shall be INSCOPER's exclusive and sole liability for delay under this Agreement or otherwise and in lieu of any other remedy, compensation or damage.

If Buyer fails to take or make arrangements to accept delivery of the Products or if delivery is delayed by Buyer or refuses the delivery for frivolous reasons or reasons unrelated to the condition of products packaging or INSCOPER is unable to deliver because of inadequate instructions or failure of Buyer to obtain necessary instructions, consents or licenses, delivery shall be deemed to have occurred and INSCOPER may allocate new delivery dates and charge storage fees and any others incurred costs.

Software delivery. Software is either preinstalled on Device Controller that is delivered to Buyer or provided on a data medium by INSCOPER or as set out in the Documentation or in the Order.

6.2. Transfer of title and risk of loss

Transfer of risk of loss Risk of loss of the Products will pass to Buyer upon offloading of the Products by INSCOPER at the time and Delivery Location.

Transfer of title. Title shall be retained by INSCOPER until full payment of Products, and/or all outstanding invoices, including interest, costs and penalties have been paid in full by Buyer. Title to Software will at all times remain with INSCOPER or its licensor(s) thereof, as the case may be.

Buyer shall not pledge the Products or use as security for the benefit of third parties in any shape or form while the Products are subject to the retention of title. Until full payment of the Products and/or outstanding invoices, Buyer shall clearly mark or otherwise keep the Products which are owned by INSCOPER separate from other goods and maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

6.3. Inspection and rejection of Products

Acceptance of the Products will occur upon delivery, unless Buyer provides INSCOPER with written notice of rejection within five (5) business days after delivery or after installation of the Product if the Order indicates that the Product requires installation by INSCOPER.

If the Products do not meet the provisions of the Documentation or the specifications set forth in the Quote or are otherwise defective, Buyer shall provide INSCOPER with a notice of rejection detailing as to how such Products do not meet specifications or are defective. Non-conformities not affecting the operational use of the Products do not constitute a valid reason for refusal. ALL DEFECTS AND NON-CONFORMITIES WHICH ARE NOT SO SPECIFIED ARE WAIVED.

INSCOPER shall endeavor its best efforts to correct the notified defect or non-conformity in a reasonable period of time from receipt of Buyer's rejection notice.

Failure by Buyer to provide INSCOPER with written notice of any claim for non-conformity within five (5) business days from the date of delivery shall constitute a waiver by Buyer of all such claims with respect to such Product.

6.4. Acceptance report

The purpose of the acceptance review shall be to demonstrate that the Product after installation and configuration meets the specifications set forth in the Documentation or in the Order.

No later than thirty (30) days from the delivery date, and subject to successful completion of such acceptance review, the Parties shall sign the certificate of conformity provided by INSCOPER to the Buyer ("**Acceptance Report**") that such Product (i) has passed qualification and acceptance review and (ii) meets the applicable specifications listed in the Documentation.

7. Intellectual Property - Grant of rights

7.1. Intellectual Property

Except for the rights expressly granted in **Section 7.2**, INSCOPER and its Affiliates shall hold and retain all intellectual property rights to the Products and/or Services, including without limitation, patents, trademarks, copyrights, designs, drawings, patterns, plans, specifications, technology, technical data, software and information, technical processes, and business methods, whether patentable or not, arising from the sale or other provision of goods and/or services to Buyer. No other express or implied license, right or interest in or to any patent, patent application, copyright, trade secret, trademark, trade name, service mark, mask work or any other intellectual property right is granted hereunder.

The sale of Products, the provision of Services, and these Terms, will not be construed as conferring any right, license or immunity: (i) under any intellectual property rights to any combination, machine or process in which Products might be used, or to any modifications of Products or documentation; (ii) with respect to any trademark, trade or brand name, corporate name, or any other name or mark, or contraction, abbreviation or simulation thereof; (iii) under any intellectual property rights covering an industry standard set by a standard setting body or agreed to between at least two companies; or (iv) under any intellectual property rights with respect to which INSCOPER or its Affiliates has informed Buyer or has published a statement that a separate license has to be obtained or that no license is granted or implied.

7.2. Grant of rights

Unless otherwise provided in a separate license agreement between INSCOPER and Buyer ("**License**"), the terms of this **Section 7.2** will apply to Software. INSCOPER hereby grants Buyer a non-transferable, non-sublicensable, non-exclusive license to use the object code version of the Software, in connection with the Device Controller and for Buyer's internal use only, for research purpose only (excluding any direct or indirect military purpose or end-use) subject to the Documentation and to all restrictions set forth in the Agreement. This license is granted in the country where Buyer has its registered address or any other geographical area specified in the Order and for the duration of the use of the Product (when Software is a Firmware) or the Software (when provided on a stand-alone basis) by Buyer, unless otherwise provided in the Order.

In the event the Software (stand-alone) is furnished for use in connection with a particular Device Controller, it may only be used in conjunction with that Device Controller. If the Software is a Firmware, the Software may not be extracted or used separately from that Device Controller.

For the avoidance of doubt, all references in the Terms to "sale" or "sold" of any Software (stand alone or Firmware) or Documentation shall be deemed to mean a license without transfer of ownership.

With respect to all or portions of Products, Device Controller, Software or Documentation, Buyer is not authorized to and agrees that it will not: (i) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code, ideas,

technology or algorithms, except to the extent expressly authorized by applicable law; (ii) modify or create derivative works; (iii) remove or alter any proprietary markings or notices; (iv) merge, link or incorporate Software into any other software; or (v) attempt to determine whether any of its patents or patent applications read on Products, Software, or Documentation, or create or modify its patents or patent applications based on Products, Device Controller, Software, or Documentation or (vi) assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Software, or directly or indirectly permit any third party to use or copy the Software.

Buyer's rights under these Terms are conditional upon Buyer not performing any actions that may require any Software or any derivative works of the Software, to be licensed under open source software license terms that may, for example, require disclosing source code, granting a license under intellectual property rights, such as granting a permission to develop derivative works, or granting other rights or assuming responsibilities commonly associated with open source software.

These rights and restrictions are subject to any third-party license underlying any component or application of the Software.

If Buyer breaches any of the terms herein, Buyer's license to Software and documentation will automatically terminate.

Buyer agrees not to enforce against INSCOPER and its Affiliates any patent rights that include any system, process, or business method utilizing or otherwise relating to Products delivered pursuant to an Order.

8. Warranty

8.1. Scope and warranty period

Device Controller: All Device Controllers are warranted to be free from defects in workmanship and materials and will conform to specifications set forth in the Quote or in the Documentation (any Device Controller containing a defect in workmanship or materials to be a "**Nonconforming Device Controller**") for a period of twenty-four (24) months from the first day of the calendar quarter following the Acceptance Report ("**Warranty Period**") unless Buyer purchases an annual warranty extension ("**Extended Warranty Period**"), when used in accordance with INSCOPER's instructions for use and Documentation ("**Limited Warranty**").

Any repaired or replaced Device Controller is warranted until the unexpired term of the warranty applicable to the repaired or replaced Device Controller.

Software: INSCOPER warrants that the Software will substantially operate according to, and substantially conform to the specifications listed in the Documentation (except for defects or non-conformities causing minor and trivial deviations therefrom), when used in accordance with the Agreement, the Documentation and/or INSCOPER's written instructions and/or applicable law.

Support Services: During the Warranty Period and Extended Warranty Period, INSCOPER will provide Buyer with Support Services relating to the Software in accordance with the provisions of the Documentation or any other specific document provided by INSCOPER, which covers the description of INSCOPER's range of services, eligibility requirements, supported systems, or services limitations.

8.2. Warranty claim handling

Device Controller - Within the Warranty Period and Extended Warranty Period, Buyer shall provide INSCOPER with any commercially reasonable information regarding the defect or non-conformity affecting Nonconforming Device Controller.

INSCOPER will attempt to diagnose and/or correct the defect or non-conformity affecting Nonconforming Device Controller, whether remotely or when possible, on Buyer's premises (INSCOPER on premise services may not be available in all locations and may differ from location to location).

In the event of a Nonconforming Device Controller, INSCOPER will, at its sole discretion and as Buyer's sole remedy, repair or replace any parts that INSCOPER reasonably determines have failed due to defects in material or workmanship during the Warranty Period or the Extended Warranty Period, free of any charge for either parts or labor, or if such attempts to repair or replace do not succeed in remedying the defect(s) in workmanship and/or materials, INSCOPER may, at its sole option, refund of the Price of the Nonconforming Device Controller depreciated in accordance with standard accounting principles.

Buyer expressly agrees that INSCOPER may use reconditioned, refurbished, or serviceable used material for all repairs of Device Controllers.

Repaired or replaced Products shall be delivered DAP in accordance with the provisions of **Article 6.1**.

INSCOPER shall not be obligated to perform preventive maintenance, installation, deinstallation, relocation, or maintenance of the Device Controller unless such maintenance services are included in the Price.

8.3.Services

INSCOPER warrants that all Services provided pursuant to this Agreement shall be completed in accordance with the provisions of the Quote, Order confirmation or Documentation and applicable specifications in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures and practices, and that such Services shall be correct and appropriate for the purposes contemplated in this Agreement. The Services shall be based on the information provided by Buyer, whereby Buyer guarantees the accuracy and completeness thereof. All consequences of inaccuracy and/or incompleteness of such information are entirely at Buyer's expense and risk.

8.4.Warranty exclusions

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS STATED IN THE FOREGOING LIMITED WARRANTY OR OTHER WARRANTY APPLICABLE TO THE PRODUCTS AND/OR SERVICES, INSCOPER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND INSCOPER DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD-PARTY PATENT AND INTELLECTUAL PROPERTY RIGHTS, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. INSCOPER NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON PURPORTING TO ACT ON ITS BEHALF TO MODIFY OR TO CHANGE ANY WARRANTY APPLICABLE TO A PRODUCT OR SERVICE, NOR TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY CONCERNING ANY PRODUCT OR SERVICE.

Software. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN **SECTION 8.1** ABOVE, SOFTWARE IS PROVIDED TO CUSTOMER ON AN "AS-IS" BASIS. INSCOPER DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES RELATING TO THE SOFTWARE, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. INSCOPER DOES NOT WARRANT THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limited Warranty or Software Support Service coverage does not include any defect or performance deficiency (including failure to conform to the Documentation or Product specifications) which results, in whole or in part, from (i) negligent storage or handling of the Product by Buyer, its employees, agents, or contractors, or use that is inconsistent with the Documentation or normal operation and maintenance conditions; (ii) Buyer's failure to prepare or maintain the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of INSCOPER; (iii) absence of any product, component, software or accessory recommended by INSCOPER but omitted or removed at Buyer's direction; (iv) any misuse, modification, alteration or damage to the Product by persons other than INSCOPER; (v) use or combination of the Product with Buyer's Device or any product or software furnished by others, or incompatible with INSCOPER Products, where such combination causes failure or degradation to performance of the Products (including the substitution of any component not authorized by INSCOPER); or (vi) if servicing, repair, maintenance of the Products was attempted by anyone other than INSCOPER.

Warranty rights under the Agreement do not apply to defects, anomalies or errors in Buyer's Device or to Third-Party Products (subject to the supplier's own warranty terms) which do not form part of the scope of delivery of INSCOPER.

The warranty provisions of **Section 8.1** do not apply to any software, equipment or products not manufactured by INSCOPER, including accessories or consumables purchased as part of the Order. These items, as well as any third-party supplied items, may be covered by their manufacturer's warranty and any arrangements for service or replacement of such items must be made through that manufacturer. INSCOPER will transfer any transferable manufacturer's warranty for any third-party manufactured goods sold by INSCOPER. INSCOPER may assist Buyer (by providing diagnostic information) in their dealings with the manufacturer, without any obligation to cover the warranty.

8.5.Buyer's Device and Third-Party Products

At the Effective Date, INSCOPER warrants that the Products are compatible or interoperable with certain third-party devices such as camera-based microscopes and/or analysis software listed in the Documentation. Buyer is solely responsible for ensuring that Buyer's Device and its Third-Party Products comply with the specifications provided in the Documentation.

Buyer is responsible for the storage and maintenance of Buyer's Device and its Third-Party Products in good working order and to ensure that they meet INSCOPER requirements and for all problems such as defects, failures, loss of data or damage relating to Buyer's Device and/or Third-Party Products.

Buyer is informed that the list of compatible Third-Party Products may change over time due to (i) Third-Party Product updates or upgrades, (ii) regulatory changes applicable to these Third-Party Products or (iii) any Third-Party Products manufacturers' decisions beyond INSCOPER's control. In addition, INSCOPER reserves the right to limit or cease compatibility with certain Third-Party Products from time to time with reasonable notice published on INSCOPER's website or by email.

Therefore, Buyer declares and acknowledges that INSCOPER does not guarantee the continuous compatibility of the Products with Third Party Products listed in the Documentation and does not guarantee compatibility or performance with any third-party hardware or software not explicitly supported by INSCOPER and listed in the Documentation.

INSCOPER shall have no liability to Buyer for any losses or damage suffered resulting from or arising in connection with compatibility or interoperability problems or with the operation or performance of Buyer's Device or the Third-Party Products.

9. Indemnification

Buyer shall indemnify, defend and hold harmless INSCOPER and its Affiliates, successors and assigns, and each of their respective officers, directors and employees, from and against any and all claims, losses, damages, costs, and expenses (including attorney's fees and amounts paid in settlement in good faith) which may be suffered or incurred by any of them as a result of any claim, demand, suit, proceeding or cause of action arising in any manner from: (i) any acts or omissions by Buyer or its representative, arising out of or relating to Buyer's purchase, handling, transportation, export, re-export, use, demonstration, marketing, distribution or maintenance of Products; (ii) any statements, representations (whether oral, written, express or implied), suppression of information, or failure to disclose information of any kind by Buyer or its representative with respect to Products or Services different or in addition to the applicable Product or Service warranty provided by INSCOPER; (iii) the improper use or disclosure of INSCOPER's intellectual property and business information; (iv) any intentional misconduct or negligent act or omission of Buyer, its employees, or its agents; (v) any contractual obligation assumed by Buyer toward a third-party; (vi) any misuse or modification of Products by Buyer or its employees or agents; or (vii) Buyer's failure to comply with any law applicable to these Terms (including but not limited to export regulations) or the performance of Buyer's obligations hereunder.

10. Limitation of liability

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EXCEPT FOR BUYER'S LIABILITY UNDER **SECTIONS 7** OR **SECTION 9** HEREOF, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF REVENUE OR PROFITS OR LOSS OF SAVINGS, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHETHER OR NOT SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED, OR IS AWARE, OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL INSCOPER BE LIABLE FOR ANY DAMAGE, COSTS OR EXPENSES (i) ARISING OUT OF OR RESULTING FROM BUYER'S USE, MISUSE OF, OR INABILITY TO USE THE PRODUCTS AND/OR (ii) ASSOCIATED WITH LOSS ARISING FROM DELAYS, WARRANTY OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS, WHETHER FOR THE REPLACEMENT OR REPAIR OF PRODUCTS, INCLUDING LABOR, INSTALLATION OR OTHER COSTS INCURRED BY BUYER.

SUBJECT TO A FINAL DECISION FROM A COURT OF COMPETENT JURISDICTION, INSCOPER'S TOTAL LIABILITY, FOR ANY REASON WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS) SHALL NOT EXCEED IN THE AGGREGATE THE PRICE EX VAT PAID BY BUYER FOR THE PRODUCTS AND/OR SERVICES GIVING RISE TO THE CLAIM. INSCOPER'S RIGHTS AND REMEDIES IN THE AGREEMENT ARE IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INSCOPER MAY HAVE AT LAW OR IN EQUITY.

BUYER MUST PROVIDE NOTICE TO INSCOPER OF ANY CLAIM THAT BUYER HAS UNDER THESE TERMS WITHIN NINETY (90) DAYS OF THE DATE THAT THE CLAIM ARISES, AND ANY LAWSUIT RELATIVE TO ANY CLAIM MUST BE FILED WITHIN ONE (1) YEAR OF THE DATE OF NOTICE TO INSCOPER OF THE CLAIM. BUYER AGREES THAT ANY CLAIM NOTICED OR FILED OUTSIDE OF THE DEADLINES IN THE PRECEDING SENTENCE ARE DEEMED WAIVED.

These provisions settle an allocation of risks between the Parties. Such limited remedies and limited liability are fundamental elements of the basis of the bargain between INSCOPER and Buyer. INSCOPER would not be able to provide the Product or the Services without such limitations.

11. Force majeure

Except for Buyer's payment obligations, neither Party shall be liable for delays in performance, in whole or in part, or any loss, damage, cost or expense, resulting directly or indirectly from causes beyond its reasonable control, whether foreseeable or unforeseeable, such as acts of God, fire, strikes, epidemics, embargos, acts of government or other civil or military authority, war, riots, delays in transportation, difficulties in obtaining labor, materials, manufacturing facilities or transportation ("**Force Majeure Event**"). In such event, the affected Party shall promptly give notice to the other Party. The Party affected by the delay may: (i) extend the time for performance for the duration of the Force Majeure Event, or (ii) cancel any unperformed part of any Orders if such Force Majeure Event lasts longer than sixty (60) days.

INSCOPER may also make partial shipments to Buyer and invoice accordingly, and Buyer shall be obligated to pay for such partial shipments when invoiced. If a Force Majeure Event affects INSCOPER's ability to meet its obligations at the agreed upon pricing, or INSCOPER's costs are otherwise increased as a result of such Force Majeure Event, INSCOPER may increase pricing upon written notice to Buyer.

12. Intellectual property indemnification

12.1. Indemnification by INSCOPER

Subject to **Section 10**, INSCOPER, at its expense, will: (i) defend against a non-frivolous claim in a legal proceeding brought by a third party against Buyer that any Product as furnished by INSCOPER under these Terms directly infringes the claimant's copyright; and (ii) hold Buyer harmless against damages (with exclusion to indirect damages as set out in **Section 10**) and costs awarded by final judgment in the legal proceeding (or agreed upon in a settlement to which INSCOPER consents) to the extent directly and solely attributable to direct infringement by the Product of the asserted copyright.

However, INSCOPER will have no obligation or liability to Buyer under this **Section 12.1**: (1) if INSCOPER is not: (i) promptly notified in writing of the claim, (ii) given the sole right to control the defense and settlement of the claim, including the selection of counsel, and (iii) given full reasonable assistance and cooperation by Buyer in the defense and settlement; (2) if the claim is made more than one (1) year after the date of delivery of the Product; (3) to the extent that any claim arises from: (i) modification of the Product by Buyer, (ii) design, specifications or instructions furnished by Buyer, or (iii) the combination or use of the Product by the Buyer with any product, software, service or technology; or (iv) from third-party components in the Product including but not limited to Open source software; (4) for unauthorized use or distribution of the Product or use beyond the specifications of the Product; (5) if the claim is made in response to Buyer's assertion that third party infringed any intellectual property rights of Buyer; (6) for any costs or expenses incurred by Buyer without INSCOPER's prior written consent including any settlement or legal costs; (7) to the extent that any claim arises from any infringement or alleged infringement of third party's intellectual property rights covering an industry standard; or (8) for infringement of any third party's intellectual property rights with respect to which INSCOPER has informed Buyer or has published a statement that a separate license has to be obtained or that no license is granted or implied.

Buyer agrees to cooperate reasonably with INSCOPER in connection with the performance by INSCOPER of its obligations in this **Section 12.1**.

Notwithstanding the above, if any Product is, or in INSCOPER's opinion is likely to become, the subject of a claim of copyright infringement, then INSCOPER's copyright infringement related indemnification obligations shall be extinguished and relieved if INSCOPER, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amounts paid by Buyer related to the Product under the Order giving rise to such claim, less appropriate depreciation.

THE FOREGOING INDEMNIFICATION PROVISION STATES INSCOPER'S ENTIRE LIABILITY TO BUYER FOR, AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN RESPECT OF THE INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS DESCRIBED HEREIN.

12.2. Indemnification by Buyer

Buyer shall indemnify and hold harmless INSCOPER against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by INSCOPER in connection with any claim made against INSCOPER or its Affiliates for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with (i) modification of the Product by Buyer, or (ii) design, specifications or instructions furnished by Buyer, or (iii) the combination or use of the Product by the Buyer with any product, software, service or technology; or (iv) for unauthorized use or distribution of the Product or use beyond the specifications of the Product; or (v) if the claim is made in response to Buyer's assertion that third party infringed any intellectual property rights of Buyer, provided INSCOPER gives Buyer prompt notice in writing of such claim or proceeding for infringement.

13. Confidentiality

All non-public, confidential, or proprietary information of either Party, including but not limited to trade secrets, intellectual property, business information, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, rebates, trade secrets, that is disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as "confidential," in connection with these Terms is strictly confidential, is provided solely for the performance of the Agreement, and may not be disclosed to any person, corporate division or entity, or copied, unless authorized in advance by the Disclosing Party in writing for the duration of the Agreement and five (5) years thereafter.

This **Section 13** does not apply to information that is: (a) in the public domain, through no fault of the Receiving Party, at or subsequent to the time such confidential information was disclosed to the Receiving Party by the Disclosing Party; (b) rightfully known the Receiving Party free of any obligation of confidence at the time of disclosure, as evidenced by written records; or (c) rightfully obtained by the Receiving Party from a third party without similar restriction from such party and the disclosure of which from such third party does not constitute a violation of an obligation by such third party to the Disclosing Party, each as evidenced by written records.

14. Duration and Termination

14.1. Duration. The Agreement shall terminate on the date specified in the Quote or in the Order, or if no date is specified, after delivery of the Product or completion of the Services, unless otherwise stated herein.

14.2. Termination. Either Party may terminate the Agreement by giving written notice by registered mail to the other Party if the other Party commits a material breach of any term under the Agreement and (if such breach is capable of remedy), fails to remedy that breach within thirty (30) calendar days of written notice requiring it to do so.

INSCOPER shall be entitled at its discretion to suspend the performance of its obligations under an Order or the Agreement in whole or in part or to terminate the Order or Agreement in whole or in part by means of written notice to Buyer in the event that: (i) subject to the applicable law, Buyer becomes insolvent, is adjudicated bankrupt, voluntarily files or suffers the filing of a petition in bankruptcy, makes an assignment for the benefit of creditors, seeks any other similar relief under any bankruptcy laws or related statutes, or otherwise becomes financially incapable of performing in accordance with the terms of the Agreement or (ii) Buyer ceases or threatens to cease to carry on business in the ordinary course.

14.3. Survival. Termination does not affect any of the Parties' rights and remedies that have accrued before the termination. Any provision of the Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect, including in any event **Sections 1, 5, 7, 8, 9, 10, 12, 13 and 17**.

15. Export controls

Each Party undertakes to comply with (i) all laws and regulations relating to export controls, national security and national strategic interests, and (ii) all economic sanctions or restrictions, which are in force in all countries (including the countries of the Parties, the United States of America and the United Kingdom) and in all international organizations, in particular the European Union ("**EU**") and the United Nations (collectively, "**Export Laws**"), and will take no action that will cause Buyer or INSCOPER to violate any such Export laws.

If the Products, Documentation and/or Services are subject to French Export laws and/or foreign Export Laws, Buyer will comply with all applicable restrictions regarding exports, re-exports, transfers, and end-use of the Products delivered by INSCOPER to Buyer, including obtaining any required licenses, authorizations, and/or approvals. Buyer further represents and warrants to INSCOPER that Buyer will provide INSCOPER with the information necessary for Buyer to seek new export authorizations and/or to ensure compliance with Export Laws, that Buyer will inform each of its customers (where the circumstances suggest the customer may be exporting) of applicable restrictions on exports, re-exports, transfers, and end-use at the time Buyer resells or otherwise disposes of any product or technical data supplied by INSCOPER to such customer, and that Buyer will maintain controls as appropriate to comply with Export Laws. Upon request by INSCOPER, Buyer shall, in a form provided by INSCOPER, certify, or assist INSCOPER in obtaining certification from Buyer's customers, that the actual end-use of the goods subject to this Order does not violate any applicable Export Laws.

In particular, Buyer shall not sell, export or re-export, directly or indirectly any Products, Software, Documentation and/or Services supplied under this Agreement that may fall under the scope of Council Regulation (EU) 2023/2878 of 18 December 2023 amending Regulation (EU) No 833/2014 (facing Russia) or Council Regulation (EU) 2024/1865 of 29 June 2024 amending Regulation (EU) No 765/2006 (facing Belarus) concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine i) to the Russian Federation, the Belarus or for use in the Russian Federation or in the Belarus and in the Ukrainian territories controlled by the Russian Federation, or ii) to any individual or entity subject to EU sanctions or restrictive measures, as well as to any entity owned, controlled or acting for any individual or entity subject to EU sanctions or restrictive measures.

Buyer further warrants that it will not export or re-export, directly or indirectly, any Products to embargoed countries or sell the Products to companies or individuals listed on the Denied Persons List published by the U.S Department of Commerce or on any EU Member State's national list or on the EU Consolidated Sanctions List.

16. General provisions

16.1 Compliance. Each Party will at all times and at its own expense strictly comply with all applicable laws, rules, regulations, ordinances and governmental orders, now or hereafter in effect, relating to its performance of the Agreement. Buyer shall obtain and shall maintain all necessary licenses, consents, and permissions necessary for INSCOPER, its contractors and agents to perform their obligations under this Agreement.

16.2 Entire Agreement. The Agreement represent the entire agreement between the Parties, there being no other promises, terms, conditions, or obligations, referring to the subject matter not contained or referred to herein and supersedes all existing agreements and all other oral or written communications between the Parties concerning its subject matter. If there is a conflict, discrepancy or ambiguity between the provisions of INSCOPER's Order confirmation and these Terms, then the terms of INSCOPER's Order confirmation will govern.

16.3 No waiver. Either Party's failure to insist on the performance by the other Party of any term or failure to exercise any right or remedy reserved in the Agreement, or either Party's waiver of any breach or default under the Agreement by the other Party shall not, thereafter, waive any other terms, conditions, rights, remedies, breaches or defaults, whether of the same or a similar type or no. No waiver by INSCOPER of any of the provisions of these Terms is effective unless explicitly set forth in writing that specifically references these Terms and is signed by INSCOPER.

16.4 Severability. If any provision of the Agreement or these Terms shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions thereof.

16.5 Amendment. INSCOPER reserves the right to make amendments or modifications to these Terms at any time. Such amendments and modifications shall have effect (i) on all Quotes, Order confirmations and Agreements referring to such amended or modified Terms as from the date of such Quote, Order Confirmation or Agreement, and (ii) on any existing Agreement thirty (30) days from notification of such amendments or modifications by INSCOPER to Buyer, unless Buyer has notified INSCOPER within such thirty (30) days period that it objects thereto.

16.6 Assignment. Neither INSCOPER nor Buyer may assign or transfer their rights or obligations under this Agreement, except that INSCOPER may, without the Buyer's consent, assign its rights and obligations to its Affiliates or in conjunction with a transaction involving a change of control. This Agreement will be binding upon INSCOPER' successors and permitted assigns.

16.7 Notices. All notices, approvals, consents, requests for demands required or permitted to be given under these Terms shall be in writing and shall be deemed sufficiently given when deposited in the mail, registered or certified, postage prepaid, and addressed to the Party entitled to receive such notice at the address designated in the Order.

16.8 Marketing. Buyer grants INSCOPER the right to (a) identify Buyer as an INSCOPER customer, and (b) with the prior approval in writing by Buyer, which shall not be unreasonably withheld, use Buyer's name, mark and/or logo on INSCOPER's website and/or in INSCOPER marketing materials.

16.9 Subcontracting. INSCOPER may, without restriction or prior formalities, subcontract all or part of its obligations under this Agreement, provided, that INSCOPER remains responsible to Buyer for the performance of this Agreement.

16.10 Relationship of Parties. The Parties hereto intend to establish a relationship of buyer and INSCOPER and as such are independent contractors with neither Party having authority as an agent or legal representative of the other to create any obligation, express or implied, on behalf of the other.

16.11. Personal Data. Each Party shall comply with all applicable data protection laws and shall only process personal data related to this Agreement, as part of its own legitimate business purposes or as required by applicable law. INSCOPER will process personal data in accordance with the provisions of **Exhibit 1**.

17. Applicable law – Competent court

These Terms (including, without limitation, their validity, interpretation, construction, performance, and enforcement) and any disputes or claims arising out of or in connection with its subject matter ("**Dispute**") shall be governed by and interpreted in accordance with the laws of FRANCE. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Failing to find an amicable settlement within thirty (30) days from notification by a Party of the reason of the Dispute to the other Party, such Dispute shall be submitted by the first Party to take action to competent Court in the jurisdiction of the Superior Court (« Cour d'appel ») of RENNES (France), notwithstanding multiple defendants or action against a guarantor.

Exhibit 1 - Personal data processing

For the purposes of this **Exhibit 1**, “**Data Protection Legislation**” means the French Act 78-17 of 6 January 1978 on data processing, data files and individual liberties, the Regulation EU n°2016/679 (“**GDPR**”) of 27 April 2016 any other laws or regulation relating to the processing of Personal Data under the governing law set forth in **Section 17** of the Terms.

Data processed by INSCOPER: For the issuance of the Quote, execution and performance of any Order and the Agreement, INSCOPER will process, as data processor, the following Buyer’s personal data (“**Personal Data**”):

- **Contact information:** name, email and phone number of Buyer’s representative set out in the Quote or in the Order;
- **Transactional information:** customer account information, order and contract information, delivery details, billing, details for taxes;
- **Relationship information:** record of interactions with INSCOPER (support enquiry, *etc.*), product and service preferences, preferred language, geographical location,
- **Product information and identifiers:** information required for setup, configuration and operation, equipment data.

Purposes and characteristics of Personal Data processing

Purposes	Personal data	Legal basis
Performance of the Agreement, Product delivery and provision of Services	Contact information Relationship information Product Information and identifiers	Contract
Invoicing and payment	Contact Information Transactional information	Contract
Contract management (order, contract and financial management and INSCOPER’s service administration)	Contact Information Transactional Information	Contract
Litigation, tax purposes, corporate obligations	Contact information Product Information and identifiers Transactional Information Relationship information	Legal obligation
Corporate activity, including mergers, acquisitions and joint ventures	Contact information Product Information and identifiers Transactional Information Relationship information	Legitimate interest

Personal Data retention. Data retention may vary depending on Personal Data processing purposes. INSCOPER shall store Personal Data for the duration of the commercial relationship with Buyer. From the date of termination of such relationship, INSCOPER may retain Personal Data for the necessary duration to comply with any legal or regulatory requirements (including but not limited to purposes of proof) which may compel INSCOPER to (i) retain Personal Data or to (ii) respond to any requirements from competent authority (supervisory authority, law enforcement agencies, *etc.*). If need be, INSCOPER may retain Personal Data in an anonymized form.

Recipient of Personal Data. INSCOPER may transfer Personal Data to its Affiliates, subcontractors for the performance of the Agreement, third party recipients when required by law (e.g. judicial authorities, law enforcement personnel and agencies) or as part of INSCOPER’s corporate activities (e.g. mergers, acquisitions, joint ventures).

Security of processing. INSCOPER applies appropriate technical, physical and organizational measures that are reasonably designed to Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access, and against other unlawful forms of processing, as may be requested by the GDPR.

International transfers. INSCOPER may transfer the Personal Data to the recipients and for the purposes set out above. INSCOPER implements measure to safeguard Personal Data should it be transferred to another country, in accordance with the provisions of article 46 of the GDPR.

Buyer's rights. In accordance with the provisions of the Data Protection Legislation (e.g. articles 15 to 22 of the GDPR), Buyer, at any time, has the right to request from INSCOPER access to and rectification or erasure of Personal Data or restriction of processing concerning Buyer or to object to processing (including newsletters from INSCOPER). Buyer and Users may exercise their rights by notifying INSCOPER of their intention by email contact@inscoper.com and/or by letter sent to the following address: INSCOPER, 3771 Boulevard des Alliés, 35510 CESSON-SEVIGNE (FRANCE).

In the event of any damage which Buyer may suffer due to INSCOPER's Personal Data processing activities, INSCOPER's liability shall be subject to the provisions of **Section 10** of the Terms.