

General terms and conditions of sale

May 2026

1. Definitions

In these General Terms and Conditions of Sale ("T&Cs"), terms beginning with a capital letter, whether used in the singular or plural, shall have the meaning set out below. Other terms retain their ordinary meaning.

"Affiliate" means any entity which controls, is controlled by, or is under common control with a Party, with control being construed in accordance with article L. 233-3 of the French Commercial Code. Affiliate status applies for so long as such control is maintained and ceases automatically when such control no longer exists.

"Field of Use" means use of the Software, the Know-How and the Licensed Patents solely for the Customer's internal research and development activities, to the exclusion of any commercial use, any provision of services to third parties, and any industrial or commercial exploitation of Results incorporating the Licensed Patents or the Know-How, except with NETRI's express prior written consent. For the purpose of this definition, research and development activities refer to scientific and technical activities aimed at the creation, evaluation, characterization, screening, validation or improvement of molecules, formulations, devices, processes or methods, to the exclusion of any manufacturing activity for the purpose of placing on the market, and of any commercial exploitation, and without prejudice to the specific provisions applicable to clinical trials and human studies, which are not included within the Field of Use unless otherwise stipulated.

"Authorized Users" means individuals acting under the Customer's responsibility, whether employees or contractors of the Customer, individually designated by the Customer and duly authorized to access the Software by means of individual Credentials, up to the number of users specified in the Proposal.

"Customer" means the non-public legal entity which has approved the Proposal and to whom these T&Cs apply, acting exclusively for professional purposes.

"Customer Data" means all data, information, content and files generated with the use of the Products, the process covered by the Licensed Patents, the Know How and/or the Software during the performance of the Services, other than Usage Data.

"Credentials" means authentication elements (in particular user ID, password and, where applicable, second authentication factor) enabling each Authorized User to access the Software. Credentials are strictly personal, non-transferable and under the Customer's responsibility.

"Documentation" means the set of technical, functional and operational documents relating to the protocols, processes and methods, the Software and the Products, made available by NETRI to the Customer in electronic or paper form, including user manuals, notices, technical data sheets, SOPs and administration guides, in the version in force at the effective date and as updated by NETRI from time to time.

"Know-How" means the body of practical, non-patented information resulting from NETRI's experience and testing, which is (i) secret, in the sense that it is not generally known or readily accessible, (ii) substantial, in the sense that it is significant and useful for the use of the Software,

the Licensed Patents or the Products, and (iii) identified, in the sense that it is described in a sufficiently comprehensive manner, in accordance with Regulation (EU) 2023/1066. Know-How shall include in particular protocols, methods, parameter settings and operating procedures (SOP) communicated by NETRI to the Customer in the Documentation, except if disclosed to public by NETRI. This Know-How constitutes a trade secret.

"Licensed Patents" means the patents and patent applications covering the NaaS processes listed in the Proposal, in respect of which NETRI is the owner or exclusive licensee with the right to grant sub-licences, together with any patent deriving therefrom, as and when granted and in the territories covered.

"NETRI CLOUD" means the cloud-based hosting environment, operated by NETRI through a third-party hosting provider acting on its behalf, through which NETRI makes the Software available to the Customer.

"Proposal" means a document issued by NETRI, entitled "Scope of Work" or "Quotation", and accepted by the Customer, specifying in particular the scope of the Services ordered, the Products supplied, the number of Authorized Users, the Price, the effective date and the project timelines and deadlines.

"Parties" means NETRI and the Customer, individually referred to as a "Party".

"Personal Data" means any information relating to an identified or identifiable natural person, within the meaning of article 4 of Regulation (EU) 2016/679 ("GDPR").

"Products" means the NeoBento devices, manufactured by NETRI and covered by patents and patent applications owned by or licensed to NETRI and any other products like cells or other biological material to be supplied by NETRI, as specified in the Proposal.

"Results" means all Customer Data, observations, analyses, reports, methods, know-how, inventions (whether patentable or not), creations protectable by copyright or any other intellectual property right, generated through the use of the Products, the Know-How or the processes covered by the Licensed Patents and the Software, in the Field of Use. The Results contain no Intellectual Property Right owned by or licensed to NETRI.

"Services" means all services provided by NETRI to the Customer including the provision of the Products, the access to the Software, the use of the processes covered by the Licensed Patents and the use of the Know-How, as well as technical support, training and any ancillary service set out in the Proposal.

"SLA" (Service Level Agreement) means the service levels applicable to the Software, set out in the Schedule entitled "Service Level Agreement" which specify in particular the availability commitments, incident response and resolution times, and the compensation arrangements in the event of failure.

"Software" means the computer program(s) made available to the Customer by NETRI through the NETRI CLOUD at the time of the performance of the Services.

"Usage Data" means Personal Data (including connection information of the Authorized Users), technical data, metrics, statistics, batch parameters (including batch name, name and number of files in the batch, calculation and export parameters used for the batch, time and date of processing and final status of the batch) and event logs automatically generated by the

Software during their use by the Authorized Users, which do not contain any Customer Data, and which are intended for the administration, security, proper operation and improvement of the Product, the Software and the Know-How.

2. General

These T&Cs shall govern the performance by NETRI SAS ("NETRI") of the Services and constitute the sole basis of the commercial relationship between NETRI and the Customer, in addition to the conditions agreed upon between the Parties in the Proposal and without prejudice to any derogations granted by NETRI giving rise to the establishment of Particular Terms and Conditions of Sale.

The current version of the T&Cs shall supersede and replace in their entirety any prior version(s) hereof. The T&Cs prevail over any conditions not expressly accepted by NETRI and in particular over the Customer's general conditions. In the event of contradiction between the terms of the Proposal and the T&Cs, the Proposal shall prevail.

3. Orders

Any order is deemed as definitive after formal acceptance by the Customer of the Proposal. The acceptance of NETRI's Proposal constitutes full and entire acceptance of the present T&Cs without exclusion. Approved Proposal may not be cancelled by the Customer.

4. Price

The prices are net in EURO, excluding taxes, according to the latest prices list, valid on the day of ordering, or on the Proposal sent by NETRI to the Customer. The relevant prices list at the date of these T&Cs is attached.

Except as otherwise agreed to in writing between NETRI and Customer, all prices including a Product delivery shall exclude shipping costs, insurance, freight, taxes, fees, import licenses, duties and levies, which shall be payable by and be the responsibility of customer. Unless specifically requested by the Customer, packaging costs are included in the price. Shipping costs are country specific and are indicated in the Proposal or in the final shopping cart page.

5. Conditions of performance of the Services

Place for performance of the Services. Services may be performed at NETRI premises or at the Customer's premises, as mentioned on the Proposal. Should NETRI personnel be authorized to perform Services at the Customer premises, NETRI personnel shall abide by the Customer usual policies and NETRI will remain responsible for its personnel.

Project timelines and deadlines. Project timelines and deadlines are indicated in the Proposal. Unless otherwise specified, NETRI will make its best efforts to meet the deadlines and project timelines, however, these deadlines and project timelines do not constitute a strict deadline.

Transfer of biological material. In the event of transfer of biological material, a specific material transfer agreement (MTA) shall be executed between the parties. This MTA shall include a non-exclusive, non-sublicensable, and fully paid-up license granted by one Party to the other to use any of the transferred material, including molecules, and said Party existing Know How and intellectual property rights, during the performance of the Service and solely for the purpose of performing the Services.

Assistance and support. Support and assistance may be provided by NETRI under the condition mentioned in the Proposal. Additional support may be provided by NETRI, upon request, on a case-by-case basis.

6. Products delivery - Damage and missing Products

Products are delivered to Customers, DAP (Incoterm 2020). Risk of loss shall pass to the Customer upon tender of delivery DAP (Incoterm 2020). As appropriate, the Customer shall provide NETRI with a tax exemption certificate acceptable to the tax authorities.

Delivery times of Products are indicated in the Proposal. Unless otherwise specified, NETRI will make its best efforts to meet the delivery deadline, however, this deadline does not constitute a strict deadline. Delivery delays or partial deliveries cannot justify the cancellation of the order and NETRI cannot be held liable in the event of a delay not exceeding sixty (60) days. In addition, NETRI may under no circumstances be held liable in the event of a delay attributable to the Customer or to a case of force majeure as defined in the Article entitled "Force majeure".

It is the Customer's responsibility, in the event of damage to the Products delivered or missing Products, to make all necessary reservations with the carrier. Any delivery that has not been the subject of reservations to the carrier by registered letter with acknowledgement of receipt, within 3 days of delivery from the carrier, in accordance with Article L.133-3 of the French Commercial Code, a copy of which to be sent simultaneously to NETRI, will be considered as accepted by the Customer.

The reservations made by the Customer must be complete, detailed, justified and as specific as possible. It is the Customer's responsibility to provide all justifications as to the reality of the defects or missing Products. When, after inspection, a damage or missing Products is actually detected by NETRI and not caused during transportation, the Customer may only request NETRI to replace the damaged and/or the missing Products, at NETRI's expense, without the Customer being entitled to claim any compensation or the cancellation of the order.

7. Payment

NETRI shall send its invoices on a monthly basis. Except as otherwise agreed to in writing by NETRI, payments shall be made, by international wire transfer, within thirty (30) days of the date of NETRI's invoice. No discount conditions are applicable in case of payment before due date. Each Party bears its own banking costs.

Any non-payment on a due date will result in the application to the sums due, after formal notice sent by e-mail remained without effect within forty-eight (48) hours, of a fixed compensation for recovery costs of an amount of forty euros (40 €) and late payment penalties at the rate of three times the legal interest rate in force.

Failure to pay may result, at NETRI's discretion, after notification remained without effect during seven (7) calendar days, in the interruption of the performance of the Services, including the suspension of access to the Software, and the interdiction to use the processes and method transferred to the Customer during the performance of the Services. Relating to extra Products ordered in addition to the initial set of Products as agreed in the Proposal, NETRI retains full ownership of the Products until the full payment and the effective collection of the price.

8. Intellectual property rights

All NETRI intellectual property rights, including the patents and the patent applications covering the Products and the Licensed Patents, any registered or unregistered trademarks or any distinctive sign, and the Know-How, belonging or licensed to NETRI, incorporated in / affixed on the delivered Products, in the process and methods transferred to the Customer during the performance of the Services, and the copyrights covering the Software and the Documentation are and remain the exclusive property of NETRI.

The purchase of any Products by the Customer, whether included in Services, shall not be construed as a transfer of any title nor the grant of any rights in or to the intellectual property and know-how embodied in the Products owned by or licensed to NETRI. No right or license to modify, make, have made, offer to sell, sell or reproduce any of the Products is implied or conveyed by the sale of Products to the Customer.

Under no circumstances may the Customer file a patent or utility model application or even claim ownership on other intellectual property rights on (i) products including a Product, implementing a process covered by a Licensed Patent or the Know How or on (ii) processes implementing a Product, or implementing a process covered by a Licensed Patent or the Know How, except with NETRI's express prior written consent and license agreement.

The Customer must immediately inform NETRI of any third-party claims related to the infringement of intellectual property rights or trade secrets.

The Results are the exclusive property of the Customer.

All rights in and to any and all intellectual property rights that are created, developed, conceived or invented by or on behalf of NETRI in the course of the performance of the Services are the property of NETRI, excluding the Result.

NETRI reserves the right to make changes in design, production, manufacture, or characteristics of the Products or to improve the Products, the process covered by the Licensed Patent and the Know How and the Software at any time and in any way, without incurring any obligations to replace or modify any Products previously sold to Customer, nor providing additional Services.

9. Know-How's Right of use – Patent license

When transferring the processes covered by the Licensed Patents and the Know-How to the Customer, NETRI grants the Customer a non-exclusive license on the Licensed Patents, together with specific Know-How, solely in the Field of Use and according to the Proposal.

This license is granted for the duration of the performance of the Services. The license fees are included in the Services price.

The license is non-transferable, non-sub-licensable.

Customer represents and warrants that it is the ultimate end-user of the Products and the sole beneficiary of the Services performed, and further represents and warrants that it will not knowingly provide access to processes covered by the Licensed Patents and to the Know-How transferred by NETRI to any third party, nor sell, export, re-export, transfer, divert, or otherwise dispose of the Products (including other materials or goods derived from or based on the

Products) to any other destination, entity, or person without the prior authorization of NETRI. By exception, the Customer is authorized to provide access to processes and Know-How transferred by NETRI, to transfer the Products (including other materials or goods derived from or based on the Products) to its Affiliates, subject to strict respect of Article entitled "Confidentiality".

Customer shall not use the Products, processes covered by the Licensed Patents and the Know-How transferred by NETRI, nor implement the Licensed Patents in (i) the manufacture of any products, or (ii) the provision of any services to any third party.

Customer shall not reverse engineer the Products. Customer shall not use the processes covered by the Licensed Patents and the Know-How transferred by NETRI, the Products, components or modifications thereof, or any products derived, developed or expanded therefrom, in humans, in clinical trials or for diagnostic purposes involving human subjects.

10. Software

NETRI grants the Customer and its Authorized Users a non-exclusive, non-transferable, strictly personal and fully paid-up right to access and use the Software remotely, through the NETRI CLOUD, worldwide, for the duration of the performance of the Services. The right to use the Software is limited to the reading and analysis of the Customer Data generated by using the Products, the Software, the processes covered by the Licensed Patents and the Know-How, and to the number of Authorized Users agreed in the Proposal. The Software is provided on a software-as-a-service basis: no copy of the Software is delivered to, or installed by, the Customer, and no right is granted other than the right of remote access and use expressly set out herein.

The Customer shall designate its Authorized Users, within the limit of the number agreed in the Proposal, and may substitute an Authorized User by another in case of departure or change of role. Credentials are strictly personal to each Authorized User and shall remain confidential; the Customer is responsible for any use of the Software made through its Authorized Users' Credentials.

The Software, the NETRI CLOUD, the associated Documentation and all related elements (including any pictorial and audiovisual elements) remain the exclusive property of NETRI. The right to access and use the Software does not grant the Customer or its Authorized Users any right to the source code of the Software, nor any intellectual property right therein.

The Customer and its Authorized Users are authorized to access and use the Software solely under the conditions set out herein and in the Proposal. The Customer and its Authorized Users shall not, and shall not permit any third party to: (i) access the Software by any means other than the interfaces and Credentials provided by NETRI, or circumvent or attempt to circumvent any technical protection or access-control measure; (ii) attempt to reverse engineer the Software or to derive its source code, structure or underlying ideas by any means, including by observing, testing or analysing its functioning; (iii) extract, scrape or harvest data or content from the Software by any automated means, or carry out any penetration testing, load testing or security assessment without NETRI's prior written consent; (iv) make the Software available to, or use it for the benefit of, any third party, whether free of charge or for a fee, including by way of sublicensing, rental, service bureau or time-sharing; (v) exceed the number of Authorized

Users agreed in the Proposal; or (vi) use the Software, or any information obtained from it, to develop, or assist a third party in developing, a competing product or service.

NETRI reserves the right to apply any technical protection or access-control measures necessary to prevent unauthorised use of the Software, which the Customer and its Authorized Users shall not delete, alter or circumvent. The Customer and its Authorized Users shall not delete or modify any copyright, trademark or proprietary notice appearing in the Documentation or in any report, export or output generated by or downloaded from the Software, and shall not reproduce, modify, distribute or make available to any third party the Documentation, in whole or in part, beyond what is strictly necessary for the authorised use of the Software.

NETRI may, at any time and without prior notice where reasonably required, modify, update or upgrade the Software, provided that NETRI shall not materially degrade its core functionalities during the term of the Services. The maintenance and availability of the Software are governed by the SLA.

The Customer is responsible for ensuring that all its Authorized Users comply with these T&Cs and with the conditions mentioned in the Proposal. The Customer expressly acknowledges that NETRI shall incur no liability where a claim is based on use of the Software which does not comply with the provisions hereof and the Proposal.

Upon termination or expiry of the Services, for whatever cause, the right of access to the Software shall cease immediately and NETRI shall deactivate the Credentials, in accordance with the Article "Termination". The conditions of retrieval and deletion of the Customer Data are governed by the Article "Data".

A Service Level Agreement (the "SLA") applying the access to and use of the Software made available by NETRI via the NETRI CLOUD is attached to this T&C and forms an integral part thereof.

11. Data

Any data used by the Customer during the performance of the Services, when Personal Data, must be anonymized, using a method recognized and accredited by the data protection offices, before any transfer.

The Customer recognizes that the anonymization of the data is a data processing, subject to compliance with the Regulation (UE) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and that, within this framework, it acts as controller. The Customer warrants and guarantees that the data transferred to NETRI shall, in no cases, allow the direct or indirect identification of natural persons and that the anonymization process implemented complies with the data protection offices recommendations.

Customer Data are the exclusive property of the Customer and are under the exclusive responsibility of the Customer. They are only hosted by NETRI for a limited period of time. NETRI shall not be held liable for not having hosted Customer Data

When using the Software, the Customer shall be informed that NETRI will have access to Usage Data. Please refer to our privacy policy for Usage Data being Personal Data.

12. Warranty

NETRI warrants that, as of the effective date of the agreed Proposal (i) the patent(s) covering the Product and Licensed Patents exist and have been duly filed or granted, and makes no warranty whatsoever as to their validity, scope or enforceability, (ii) the Software exists, and NETRI holds all rights necessary to license it to the Customer under this Agreement, (iii) the Know-How is substantive, identified and confidential, and has not fallen into the public domain, (iv) NETRI is duly authorized to grant the rights and licenses set out in the Proposal, free and clear of any third-party right that would materially affect the Licensee's enjoyment of such rights.

NETRI does not guarantee the success of the assay performed by using the Products and the Services.

NETRI warrants that its Products conform to the specifications contained in the Certificate of Analysis shipped to Customer. This warranty is valid for one (1) year as from the date of signature of the Certificate of Analysis. This warranty is not assignable. Customer's sole and exclusive remedy (and NETRI's sole and exclusive liability) with respect to any defective Products shall be replacement, at NETRI costs and expenses, of the defective Products by NETRI.

Within thirty (30) business days of receipt of the Product but prior to the end of the Warranty Period, the Customer must notify NETRI in writing of any nonconformity of the Products, describing the nonconformity in detail. Customer's failure to properly notify NETRI in the Warranty Period voids the warranty described in this section. Warranty claim shall be notified to NETRI by e-mail at contact@netri.com to request a replacement Product.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING THE ABOVE, NETRI DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, PRODUCTS, THE LICENSED PATENTS, THE SOFTWARE AND THE CUSTOMER DATA GENERATED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND CUSTOMER WAIVES ALL RIGHTS AND REMEDIES, WITH RESPECT TO (i) THE USE OF THE SOFTWARE AND THE PRACTICE OF THE PATENTS, (ii) THE RESULTS ACHIEVED AT THE END OF THE PERFORMANCE OF THE SERVICES.

Nothing in these T&Cs limits the Customer's rights under the mandatory legal warranty against hidden defects (art. 1641 et seq. of the French Civil Code)

NETRI makes no warranty of any kind or nature, neither express nor implied, for any product sold together with, or as a part of, the Products or Services (e.g., an accessory accompanying a Product or a discrete component part of a Product that is a kit) that is not manufactured by NETRI. Terms and conditions of the manufacturer of the products sold together with the Products remain applicable.

13. Liability

To the fullest extent permitted under applicable law, NETRI shall not have any liability for incidental, punitive, consequential, indirect, special or other similar damages, however caused and regardless of form of action, even if NETRI has been advised of the possibility of such

damages. Notwithstanding any other term or implication to the contrary, under no circumstances shall NETRI'S liability to customer exceed the total amount paid by Customer for the Services and Products to NETRI during the past twelve (12) months.

Notwithstanding the foregoing, the limitation of NETRI's liability set out above shall not apply to (i) gross negligence or willful misconduct attributable to NETRI; (ii) bodily injury caused to a natural person attributable to NETRI; and (iii) any other liability of NETRI which, under applicable mandatory French law, cannot be excluded or limited by contract.

NETRI shall assume no liability whatsoever for the quality and validity of the Customer Data. If the Customer passes to third parties such Customer Data, then the Customer shall indemnify NETRI against all claims asserted by third parties against NETRI directly or indirectly (e.g. by way of recourse) due to the quality and validity of the Customer Data.

NETRI will not be held responsible in any way whatsoever, alone or jointly, in the event of:

- a) use of the Products, the processes covered by the Licensed Patents, the Know-How, and/or the Software in other manner than solely in accordance with these T&Cs and the Proposal;
- b) incorrect use, by the Customer, of the Product, the processes covered by the Licensed Patents, the Know-How, and/or the Software or its use in a physical or operating environment which is unsuitable or different from that indicated by NETRI, in particular in the technical documents supplied including the SOP, or in a manner incompatible with the instructions and indications received;
- c) modifications, alterations or manipulations by the Customer or by third parties, without the authorisation of NETRI or in a manner that does not comply with such authorisation;
- d) use of the Product the processes covered by the Licensed Patents, the Know-How, and/or Software in combination with other products, hardware, services and software owned or developed by third parties and for which NETRI has not given its authorization;
- e) defects and/or malfunctions in hardware (including computer and system software) used or owned by the Customer;
- f) acts or omissions of the Customer and/or its employees and associates, and in the event of negligence or willful misconduct of the Customer or any third party for whom the Customer is responsible (including the Customer's third party suppliers).

NETRI will not be held responsible for delays in the performance of its obligations where these arise from the Customer's failure to comply with its undertakings.

14. Termination

Term. The T&Cs apply, in respect of each Proposal, from the effective date set out in such Proposal and for the duration provided therein. Failing any specific duration in the Proposal, the T&Cs shall apply for so long as the Services are performed and any Product or Software access remains supplied.

Termination for material breach. In the event of a material breach by a Party of any of its obligations under the T&Cs or the Proposal, the other Party may terminate the Services by written notice if the breaching Party has not remedied the breach within thirty (30) calendar

days following a formal notice describing the breach and demanding that it be remedied. A breach is deemed as material when it relates to the provision of the Software, including the SLA, the supply of the Products, the confidentiality and the publication rules. Termination shall take effect on expiry of the cure period, without prejudice to any damages that may be claimed by the non-breaching Party.

Termination for non-payment. Without prejudice to the suspension rights set out in Article "Payment", NETRI shall be entitled to terminate the Services by written notice if any sum due by the Customer remains unpaid more than thirty (30) calendar days after a formal notice to pay has been sent and remained without effect. In such event, all sums remaining due for the agreed duration of the Proposal shall become immediately payable.

Termination for misuse of the Licensed Patents, the Know-How or the Software. NETRI shall further be entitled to terminate the Services with immediate effect, without prior notice or cure period and without prejudice to any damages, in the event of (i) any use of the Products, the Software, the Licensed Patents or the Know-How outside the Field of Use, (ii) any unauthorised disclosure, transfer or sub-licensing of the Licensed Patents, the Know-How or the Software, (iii) any reverse engineering of the Products or the Software, or (iv) any use of the Products, the Software, the Licensed Patents or the Know-How in humans, in clinical trials or for diagnostic purposes involving human subjects.

Effects of termination. Upon termination or expiry of the Services, for whatever cause: (i) the Customer's right to access the Software and the NETRI CLOUD shall cease immediately, and all Credentials shall be deactivated by NETRI; (ii) the license granted on the Licensed Patents and the Know-How, as well as the right to use the Software, shall cease immediately; (iii) the Customer shall cease all use of the Products, the Documentation, the SOPs, the processes covered by the Licensed Patents and the Know-How, and shall destroy or return to NETRI, at NETRI's option, all documents and media in its possession embodying any of the foregoing, save for one (1) copy retained for evidence purposes only; (iv) the Results and Customer Data generated by the Customer prior to the effective date of termination shall remain its exclusive property, in accordance with the Article "Data". The provisions which by their nature are intended to survive termination, including those relating to Intellectual Property, Confidentiality, Liability, Warranty disclaimers, Publication, Data Protection and Privacy, Notifications, Applicable law and jurisdiction, shall continue to apply after termination.

15. Force majeure

Neither Party shall be liable for any failure or delay in the performance of any of its obligations under the T&Cs or the Proposal where such failure or delay is due to a case of force majeure within the meaning of Article 1218 of the French Civil Code, as interpreted by French case law. The affected Party shall notify the other Party without undue delay of the occurrence, expected duration and impact of the force majeure event, and shall use commercially reasonable efforts to mitigate its effects. 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 ninety (90) consecutive days, the affected Party may terminate the T&Cs and the related Proposal by written notice, without indemnification, with the Customer being entitled to reimbursement of the pro rata portion of any prepaid Services not yet performed.

16. Confidentiality

For the duration of the performance of the Services, and for the next ten (10) years, except for trade secret information (including Know-How) which shall be kept secret for so long as such information remains a trade secret, each Party mutually undertakes towards the other a general obligation of confidentiality relating to the information exchanged in the context of ordering, providing and receiving Services and supplying the Products, the Software and/or performing additional services.

For the same time period, the Customer hereby undertakes to keep in confidence any information and/or data of whatsoever nature disclosed by NETRI including but not limited to any information deemed confidential (whether or not it is marked as “confidential”) or which would be considered confidential by a reasonable person due to its nature or the circumstances of disclosure, including notably Know-How, Certificate of Analysis, non public patent applications, other techniques, process and methods, works of authorship, models, inventions, and processes related to the current, future, and proposed Services of NETRI, including without limitation its respective information, disclosed by NETRI, irrespective of the media or means of disclosure (the “Confidential Information”).

Confidential Information shall not include information that:

- (i) is or becomes publicly available through no fault of the receiving Party;
- (ii) was already known to the receiving Party prior to disclosure;
- (iii) is independently developed by the receiving Party without use of the Confidential Information; or
- (iv) is disclosed with the prior written consent of the disclosing Party.

The Customer shall refrain from disclosing such Confidential Information to a third party and to divulge or disclose such Confidential Information only to those of its employees, directors, officers, contractors, and legal advisors or to its Affiliates. (the “Authorized Representatives”), who need to know the same but only to the extent necessary for the performance of the Services, and only if such Authorized Representatives are advised of the confidential nature of such confidential information and are obligated to protect the confidentiality of such Confidential Information. The Customer shall be liable for any breach hereof by any of its Authorized Representatives.

The Customer shall use the Confidential Information only for the purpose defined in the Proposal, and refrain from copying and/or reproducing the documents or media that embody the Confidential Information unless necessary.

The Customer shall, at the end of the performance of the Services, return to NETRI all documents and media embodying Confidential Information and shall not keep any summary or copy thereof except one (1) copy thereof which may be retained by the Customer for evidence purposes only.

17. Publication

Notwithstanding Article entitled “Confidentiality”, the Customer undertakes to mention the name of NETRI in the publications and disclosure to a third party where its reports the use of

the Products, the Software, the processes covered by the Licensed Patents and the Know-How as well as the Results obtained by using them.

The Customer authorizes NETRI to mention its name on a reference list, which NETRI may display to its clients and prospects.

18. Data Protection and Privacy

The Customer is informed that the full name and professional contact details (including the e-mail address, the phone number and the postal address) of its legal representative and those of its person(s) in charge of the orders are processed by NETRI as controller in accordance with the General Data Protection Regulations (the "GDPR") and the French Loi Informatique et Libertés.

This data is essential for the validity of the Contract and the proper performance by the Parties of their contractual obligations.

It is processed on the basis of the execution of these T&Cs pursuant to Article 6.1.b. of the GDPR for the purposes of managing the order process, creating and managing the customer account, managing the sales execution, statistical monitoring and commercial prospecting and for managing the rights of the concerned persons.

They are hosted at NETRI office in France and are for the entire duration of the contractual relationship and for 5 years following the end of the commercial relationship for archiving purposes.

In accordance with the regulations applicable to the protection of personal data, each Party undertakes to take all necessary precautions, having regard to the nature of the data and the risks presented by the processing, to safeguard the security of the personal data processed and, in particular, to prevent such personal data from being distorted, damaged or accessed by unauthorised third parties.

Each person whose personal data are processed has a right to limit the processing, a right of access, rectification, deletion and portability of his/her data concerning. He/she may expressly object to the processing of his/her personal data, unless this opposition affects the proper performance of the T&Cs.

In this context, the Customer is responsible for providing its concerned personnel, on behalf of NETRI, with all information relating to the processing operations carried out by NETRI and which is based on the execution of these T&Cs.

To exercise these rights, each data subject may write to NETRI at the following address: by indicating his/her surname, first name, address and proof of identity. The letter must be signed and be specifying the address to which the reply must be sent. A reply will then be sent to the person concerned within one (1) month of receipt of the request.

Finally, the Customer is informed of its right to apply to the competent administrative authority if it considers that its rights or those of its staff have not been respected.

19. Compliance – Anti-corruption, sanctions and insurance

Anti-corruption. Each Party represents and warrants that it complies, and shall continue to comply throughout the performance of the Services, with all applicable laws and regulations

relating to the prevention of corruption and influence peddling, in particular Law n° 2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life ("Sapin II"), , as applicable. Each Party undertakes not to offer, promise, give, request or accept any undue advantage, directly or indirectly, in connection with the T&Cs.

Sanctions and export control. Each Party represents and warrants that it complies with applicable economic and financial sanctions, embargoes and export-control laws and regulations of France of the European Union and (to the extent applicable) the United States of America. The Customer shall not, directly or indirectly, export, re-export, transfer, divert or otherwise dispose of the Products, the Software, the Documentation, the SOPs, the processes covered by the Licensed Patents or the Know-How to any country, entity or person subject to such sanctions or restrictions, nor for any prohibited end-use. The Customer shall promptly notify NETRI of any change of control or of any circumstance which could result in the application of such sanctions or restrictions to the Customer or to any of its Affiliates. NETRI shall be entitled to suspend or terminate the T&Cs and the related Proposal with immediate effect if its performance becomes unlawful as a result.

Insurance. Each Party shall maintain, throughout the performance of the T&Cs and for a period of three (3) years thereafter, professional civil liability insurance with a reputable insurer, for amounts and scope of coverage consistent with the nature of its activities and the obligations undertaken hereunder. Either Party shall, upon written request, provide the other Party with a certificate evidencing such insurance.

20. Miscellaneous

The waiver of any T&C shall not affect any other term or condition herein.

In the event that any provision of these terms and conditions or portion thereof is found to be illegal or unenforceable, these terms and conditions shall be construed without the unenforceable provision or portion thereof. Headings of sections herein are for convenience only and shall not affect the construction or interpretation hereof.

The fact that NETRI does not invoke any of the clauses herein at any given time shall not constitute a waiver of its right to avail itself of these same clauses at a later date.

21. Notifications

Save where these T&Cs expressly provide otherwise, any notification, formal notice (*mise en demeure*), notice of termination, notice of breach or any other communication required to produce legal effects under the T&Cs or the related Proposal shall be made in writing and shall be sent either (i) by registered letter with acknowledgement of receipt addressed to the registered office of the recipient Party, or (ii) by hand delivery against a dated and signed receipt. The Parties may update the address for service by giving notice in accordance with this Article.

22. Applicable law and jurisdiction

These T&C and subsequent sales shall be governed by and construed according to the laws of France.

ANY DISPUTE CONCERNING THESE T&Cs AND IN PARTICULAR THEIR APPLICATION, INTERPRETATION AND EXECUTION SHALL BE BROUGHT, AFTER AN ATTEMPT AT

AMICABLE RESOLUTION WHICH HAS REMAINED WITHOUT EFFECT FOR 2 MONTHS, BEFORE THE COMMERCIAL COURT OF LYON, TO THE EXCLUSION OF ANY OTHER JURISDICTION, UNLESS ANOTHER JURISDICTION HAS EXCLUSIVE JURISDICTION, AND EVEN IN THE EVENT OF A PLURALITY OF DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES, REGARDLESS OF THE PLACE OF THE ORDER, DELIVERY AND PAYMENT AND THE METHOD OF PAYMENT. THE ATTRIBUTION OF JURISDICTION IS GENERAL AND APPLIES WHETHER IT IS A QUESTION OF A PRINCIPAL CLAIM, AN INCIDENTAL CLAIM, AN INTERIM INJUNCTION CLAIM, AN ACTION ON THE MERITS OR AN APPEAL.

Annex 1: Packs and Products Price lists

	DISCOVERY PACK				DEVELOPMENT PACK (@CLIENT)				STANDARD PACK (@CLIENT)				Naas PLATFORM			
	Familiarize yourself with NeoBentos	Develop your own assay	Use your own standardized assay		Digital Library INITIALIZATION (@CLIENT)	Digital Library INITIALIZATION (@NETRI)	Test your molecules using your Naas Model		LICENSING (@CLIENT)		Digital Library INITIALIZATION (@NETRI)	Digital Library Develop your Naas Model	Test your molecules using your Naas Model		LICENSING (@CLIENT)	
Commitment	One-time	6 months min.	1 Year		Monthly	Monthly	One time (12 mo max)		Yearly							
Testable Conditions	N/A	N/A	N/A		10	10	up to 150		Unlimited for 1 Maestro							
Replicate	N/A	N/A	N/A		8	8	8		8							
NeoBento included	5 (MEA or non MEA - Edge and Pro)	5 per month	10 NeoBento start		5	5	up to 300		Unlimited for 1 Maestro							
Extra NeoBento	N/A	on demand (up to 25% volume discount)	on demand (up to 25% volume discount)		N/A	N/A	N/A		N/A							
Sensory/ Cell vias (1M)	N/A	N/A	N/A		2	2	up to 120		Unlimited for 1 Maestro							
optional co-culture cells	N/A	N/A	N/A		on demand	on demand	on demand		Unlimited for 1 Maestro							
Uplink+ access	2 users included	up to 5 users	up to 5 users		Included	N/A	Included		Included							
NaasHub Access	N/A	N/A	N/A		Included	N/A	Included		Included							
User Training	Online + 1 non MEA NB 1 non MEA NB	On-site + 1 non MEA NB	N/A		On-site	N/A	On-site (5 users)		On-site (5 users)							
Demo Maestro	1 month max (6 ke)	1 month max. incl.	N/A		No	N/A	No		Discounted Maestro Pro							
Technological transfer & protocols	mono culture only SOP	all co-cultures SOP	N/A		Included	N/A	Included		Included							
Troubleshooting service	10 hours included	10 hours / mo included	upon request		Included	N/A	Included		Included							
Naas Setup Consulting	N/A	N/A	N/A		Included	N/A	N/A		N/A (done in Development)							
Naas Model Upscale	N/A	N/A	N/A		Included	Included	N/A		N/A (done in Development)							
Bespoke model service	N/A	N/A	N/A		N/A	N/A	N/A		Included							
Access to Biological Foundation Model & asset generation	N/A	N/A	N/A		N/A	N/A	N/A		included with milestones/royalties							
Exclusivity of Naas Model	N/A	N/A	N/A		to be discussed	to be discussed	to be discussed		To be discussed							
<i>In specific context of use</i> Regulatory Data Access	N/A	N/A	N/A		N/A	N/A	N/A		Included							
Freedom to publish	Yes	Yes	N/A		to be agreed with NETRI	to be agreed with NETRI	to be agreed with NETRI		Yes							
Delivery custom fees	No	Yes	Yes		No	No	Yes		Yes							
<i>Special notes</i>	19 k€ <i>Renewable one-time at a discount price</i>	19 k€ / month	49 k€ / year		29 k€ / month <i>Pay monthly / Stop anytime</i>	49 k€ / month <i>Paid monthly / Stop anytime</i>	9 k€ / condition <i>1-Year min. commitment</i>		Specific Agreement							

Product Name	Product ID	Unit Price VAT excl. (€)
Neurofluidics		
NeoBento Dualink LIGHT	NF-DL-1	950 €
NeoBento Dualink FULL	NF-DL-2	1 750 €
NeoBento Dualink SHIFT LIGHT	NF-DLS-1	950 €
NeoBento Dualink SHIFT FULL	NF-DLS-2	1 750 €
NeoBento Trialink LIGHT	NF-TL-1	950 €
NeoBento Trialink FULL	NF-TL-2	1 750 €
NeoBento Dualink ULTRA LIGHT	NF-DLU-1	950 €
NeoBento Dualink ULTRA FULL	NF-DLU-2	1 750 €
NeoBento Trialink ULTRA LIGHT	NF-TLU-1	950 €
NeoBento Trialink ULTRA FULL	NF-TLU-2	1 750 €
Neurofluidics MEA		
NeoBento Dualink MEA EDGE	NF-DL-MEA-3	1 950 €
NeoBento Dualink MEA PRO	NF-DL-MEA-4	2 990 €
NeoBento Dualink SHIFT MEA EDGE	NF-DLS-MEA-3	1 950 €
NeoBento Dualink SHIFT MEA PRO	NF-DLS-MEA-4	2 990 €
NeoBento Trialink MEA EDGE	NF-TL-MEA-3	1 950 €
NeoBento Trialink MEA PRO	NF-TL-MEA-4	2 990 €
NeoBento Dualink Well MEA EDGE	NF-DLW-MEA-3	1 950 €
NeoBento Dualink Well MEA PRO	NF-DLW-MEA-4	2 990 €
Multifluidics		
NeoBento Duplex LIGHT	MF-DW-1	1 250 €
NeoBento Duplex FULL	MF-DW-2	2 250 €
Perfusor		17 900€
Perfusor tips		90 €
Kits		
NeuroFluidics Dualink Starter Kit	NFK-DL-3	2 190 €
NeuroFluidics Dualink MEA Starter Kit	NFK-DL-MEA-3	3 600 €
NeuroFluidics Sensory Neurons Kit	NFSK-DL-3	5 930 €
NeuroFluidics Sensory Neurons MEA Kit	NFSK-DL-MEA-3	6 890 €
Trainings		
Online Microfluidics Training	ONLINE-MF	970 €
Onsite Microfluidics Training	ONSITE-MF	2 200 €
Online Uplink Training	ONLINE-UT	770 €
Online Training Pack (including Microfluidics & Uplink)	ONSITE-MF	1 740 €
Delivery Charges		
International		165€
Europe		90€
France		65€