



General Terms and Conditions of Sale

Applicable from May 7th, 2024

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These General Terms and Conditions of Sale (hereinafter "GTCS") are provided by QuantaCell (hereinafter "the Company"), a simplified joint-stock company with a capital of 50,000.00 euros, registered in the Montpellier (France) Trade and Companies Register under the number 805 024 957, whose registered office is located at 80 avenue Augustin Fliche, 34090 Montpellier, France. The company's email address is contact@quantacell.com and its individual VAT identification number is FR20805024957.

The director of publication is Mr. Victor Racine.



1. Definitions

HistoMetriX: A histological image analysis tool with artificial intelligence (hereafter "AI") made available in standalone software mode (installed on a computer). It is designed for "research use only" purposes and is in no way usable for diagnostic purposes.

Features: The use of HistoMetriX and all its features including, but not limited to:

- Cell counting and/or specific cell types,
- Detection of tissue structures (nuclei, tumors, etc.),
- Analysis of biomarker expression,
- TMA/multiplex/spatial biology analysis,
- Development of analysis methods aiming at an automatic prediction of clinical parameters (automatic grading/scoring evaluation or prediction of treatment response),
- Training of deep learning models,
- Visualization of results in graphical form linked with images.

Client: A legal entity represented by a physical person, who has approved these GTCS and benefits from the Features of HistoMetriX through a paid license. The Client may also be a sole proprietorship. These GTCS concern business-to-business (B2B) transactions and govern only operations between businesses, rather than between a business and an individual consumer.

Prospect: A legal entity represented by an individual who intends to subscribe to a paid license of HistoMetriX offered by the Company for the use of its Features. The Prospect may also be a sole proprietorship.

2. Purpose

These GTCS aim to define all the conditions under which the Company markets HistoMetriX to Prospects. They therefore apply to any order of HistoMetriX placed by the Client via email.

Before using HistoMetriX, the Prospect must ensure that they have the technical and computer means allowing them to use HistoMetriX. The Prospect must also ensure that the computer configuration of their equipment is in good condition, recent, not obsolete, virus-free, and complies with the required specifications.

3. Application and Enforceability

1. The Prospect declares to have acknowledged and accepted these GTCS before placing their order.
2. Thus, validating the order constitutes acceptance of these GTCS. The GTCS are regularly updated; the applicable conditions are those in force on the HistoMetriX page of the website at the time the order is placed.
3. Any condition set by the Client that contradicts these terms, without express acceptance, shall not be enforceable against the Company at any time it may come to the Company's attention.
4. The fact that the Company does not avail itself at a given time of any provision of these GTCS shall not be interpreted as waiving the right to enforce any provision of these GTCS subsequently.

5. If a clause of the GTCS were to be declared null, this would not affect the validity of the other clauses of the GTCS.

4. Order of HistoMetriX

1. The Features integrated into HistoMetriX are presented with the greatest possible accuracy on the website www.quantacell.com or during a presentation of HistoMetriX in a webinar or direct presentation in show rooms or visioconference. However, any variation or difference in the presentation of HistoMetriX does not engage the responsibility of the Company and does not affect the validity of the sale.
2. The Company reserves the right to correct the content of the site at any time.
3. The Prospect informs the Company by email or via the form on the site quantacell.com that they wish to purchase HistoMetriX.
4. The Prospect communicates their billing details to the Company so that it can proceed with the billing. The invoice is sent by email to the Prospect.
5. The invoice presents the type of license the Prospect has selected (annual or perpetual), and includes any additional fees (such as the price of training, on-site installation, or several additional years of after-sales service beyond the first year), which are added to the price of HistoMetriX of the order. The Client has the opportunity to request any modifications to their invoice by email before proceeding with the acceptance of their invoice.
6. After accessing their invoice, the Prospect confirms the acceptance of their invoice by clicking on the invoice validation button. The phrase "Order with payment obligation" or a similar unambiguous formula appears next to the validation button to ensure that the Prospect explicitly recognizes their obligation to pay the invoice.
7. After accepting the GTCS and validating the invoice with payment obligation, the contract is validly concluded between the Company and the Client and binds them irrevocably.
8. In the event of any modification (change of company name, address, logo, etc.) affecting the ongoing order, the Client shall indicate the updated details to the Company as soon as possible by any means.
9. After validating their details, the Client proceeds to pay their invoice according to the specified terms.

5. Price and Payment Conditions of the Order

1. Prices are first mentioned in a quote, sent by email, in euros excluding taxes.
2. The total amount is indicated on the invoice before the Client accepts these GTCS, validates their invoice, and proceeds with the payment. This total amount is indicated inclusive of all taxes.
3. HistoMetriX does not have optional features. The prices indicated on the invoice thus include all associated Features. The prices indicated on the invoice are deemed firm and final.
4. The order of HistoMetriX is payable in euros, except under special conditions of sale expressly accepted by the Client and the Company.
5. The full payment must be made, at the latest, within 30 days following the validation of the invoice by the Client, by bank transfer, except under special conditions of sale expressly accepted by the Client and the Company.
6. Any Client benefiting from financial support by a private or public organization for the purchase of HistoMetriX licenses must first make their payment to the Company in accordance with these GTCS. Any potential reimbursement request by the Client must be made directly to the concerned organization. The Company cannot be held responsible in case of an incomplete, non-conforming,

or rejected file by said organization. The Client remains committed to the Company and cannot obtain any reimbursement.

7. No use of the Client's bank details will be made by the Company.
8. The Company reserves the right to modify its prices at any time. However, it commits to billing the goods ordered at the prices indicated at the time of order registration.
9. Any new order by the Client will result in a new invoice which will be validated by the Client. The prices of new licenses and updates are those in force on the day of the new order.
10. The Client guarantees the Company that they have the necessary authorizations to use the payment method at the time of placing the order.
11. The Company reserves the right to suspend or cancel any execution and/or delivery of an order, regardless of its nature and level of execution, in case of non-payment or partial payment of any sum that would be due by the Client to the Company, in case of payment incident, or in case of fraud or attempted fraud relating to the payment of the order.
12. In case of total or partial non-payment of HistoMetriX delivered at the due date, the Client must pay the Company a late payment penalty equal to three times the legal interest rate. The legal interest rate retained is the one in force on the day of the delivery of HistoMetriX. As of January 1, 2015, the legal interest rate will be revised every 6 months (French Ordinance No. 2014-947 of August 20, 2014). This penalty is calculated on the total amount including taxes of the sum remaining due and runs from the due date of the price without any prior formal notice being necessary. In addition to the late payment indemnities, any sum not paid on its due date will automatically result in the payment of a flat-rate indemnity of 40 euros due for recovery costs. Articles 441-10 and D. 441-5 of the French Commercial Code.
13. If, within fifteen days following the implementation of the "Late Payment" clause, the Client has not paid the remaining sums due, the sale will be automatically resolved and may entitle the Company to damages and interests.
14. The Company retains ownership of the goods sold until full payment of the price, in principal and accessories. In this regard, if the Client is subject to reorganization or judicial liquidation, the Company reserves the right to claim, within the framework of the collective procedure, the goods sold and remaining unpaid.

6. Delivery and Provision

1. HistoMetriX offered for sale by the Company can be made available to Clients worldwide, subject to possible technical restrictions.
2. HistoMetriX will be made available to the Client during the opening days and hours of the Company, as soon as, the payment by bank transfer is received by the Company and within a period not exceeding 10 days.
3. The delivery time indicated at the time of order registration is given as an indication only and is not guaranteed. Consequently, any reasonable delay in the delivery of HistoMetriX will not entitle the Client to:
 - the allocation of damages and interests,
 - the cancellation of the order.

7. Customer Service

1. For any request for information, clarification, or for any claim, the Client must contact, primarily, the customer service of the Company, to allow it to examine the problem and try to solve it to the extent of its personal, technical, and material capabilities. The Company commits to doing

everything possible to transmit to the Client, by email, a precise diagnosis of the malfunction encountered as soon as possible. The obligation of the Company is an obligation of means.

2. The Client acknowledges that the customer service is accessible only by email at the address specified below. However, the Company reserves the right to implement other means of communication for customer service at its sole discretion.
3. The customer service of the Company is accessible using the following contact details:
 - email: contact@quantacell.com
 - mail: IRMB, 80 av. Augustin Fliche, 34090 Montpellier, France

8. Client Obligations

1. The Client undertakes to respect the terms of these GTCS.
2. The Client undertakes to use HistoMetriX in accordance with the instructions of the Company. In particular, the Client undertakes using HistoMetriX for "research use only" purposes and not for diagnostic purposes.
3. The Client undertakes to be polite when using the support provided by the Company. Any support request must be made in a courteous and respectful manner. Any use of insults or threats, at the discretion of the Company, will automatically result in the closure of the support request, without prejudice to the other rights and remedies available to the Company.
4. The Client agrees that they use HistoMetriX only for their use, in accordance with these GTCS. In this regard, the Client agrees to refrain from:
 - Using HistoMetriX in any illegal manner, for any illegal purpose, or in any manner incompatible with these GTCS.
 - Selling, copying, reproducing, renting, lending, distributing, transferring, or licensing all or part of the contents appearing on HistoMetriX or decompiling, disassembling, dismantling, modifying, displaying in a form readable by the Client, or attempting to discover any source code.
 - Selling, copying, reproducing, renting, lending, distributing, transferring, or licensing all or part of the neural networks provided with HistoMetriX.
 - Engaging in any activity that disrupts, diminishes the quality, or interferes with the performance or deteriorates the functionalities of HistoMetriX.
 - Infringing on the intellectual property rights of the Company relating to HistoMetriX.
 - Denigrating HistoMetriX, the Company, and/or publishing denigrating reviews on review sites and/or social networks.
5. If, for any reason, the Company considers that the Client does not respect these GTCS, the Company may at any time, and at its sole discretion, remove their access to HistoMetriX and inform them by email, mail, or phone within a month and take all measures including any civil and criminal legal action against them.

9. Warranties

The Company provides HistoMetriX as is and commits only within the framework of an obligation of means to provide optimal customer support, subject to the technical capabilities of the Client's equipment.

10. Liability

1. The Company implements all appropriate measures to ensure the provision of HistoMetriX to the Client under optimal conditions. However, it can in no case be held liable for any non-performance or poor performance of all or part of the services provided under the contract, which would be attributable either to the Client, to the unforeseeable and insurmountable act of a third party not involved in the contract, or to a case of force majeure as defined by French jurisprudence and Article 1218 of the French Civil Code. More generally, if the liability of the Company were engaged, it could in no case agree to compensate the Client for indirect damages or those whose existence and/or quantum would not be established by evidence.
2. Except in case of serious fault or wilful negligence, the liability of the Company towards the Client will be limited to the amount paid by the client for the concerned product.
3. The Company cannot be held liable towards the Client for any indirect, special, incidental, punitive, or consequential damages of any nature (including loss of profit) regardless of the form of action, whether in contract, tort (including negligence), strict liability, or service liability, even if it has been advised of the possibility of such damages. Furthermore, under no circumstances can the liability of the Company for any damage arising from or related to these general terms exceed the amount of the concerned order giving rise to liability, paid by the Client to the Company.
4. The Company implements all appropriate measures to ensure data security. This is an obligation of means. Thus, in case of data loss, it cannot be held responsible for any damage thus caused by the loss of data, which is the responsibility of the Client to ensure its backup.
5. It is expressly stipulated that the Company can in no way be held responsible, in any manner whatsoever, in the event that the computer hardware or electronic mail of the Clients rejects, for example due to an anti-spam, the emails sent by the Company.
6. The Client is fully aware of the provisions of this article, including the aforementioned warranties and limitations of liability, essential conditions without which the Company would never have contracted.

11. Intellectual Property

1. The Client will be the sole owner of the neural networks they have trained in HistoMetriX.
2. The Company will be the sole owner of the pre-trained neural networks present in HistoMetriX at the time of the order.
3. All elements of the site quantacell.com and HistoMetriX are protected by copyright, trademark law, designs and models, and/or all other intellectual property rights. These elements are the exclusive property of the Company. All these rights are reserved worldwide.
4. The name and brand HistoMetriX, the logos, the designs and models, stylized letters, figurative marks, and all the signs represented on the site quantacell.com are and will remain the exclusive property of the Company.
5. No title or any right whatsoever on any element or software will be obtained by downloading or copying elements of HistoMetriX. It is strictly forbidden for the Client to reproduce (except for their personal and non-commercial use), publish, edit, transmit, distribute, display, remove, delete, add to HistoMetriX, nor modify it or perform any work based on it, nor sell or participate in any sale related to HistoMetriX.
6. The Company grants the Client a non-exclusive license to use HistoMetriX. This license is strictly personal and cannot in any case be assigned or transferred to any third party. The license is granted for the duration of use of HistoMetriX, in the country in which the Client is established.



- Any copying, modification, distribution, or use by the Client of the trade names, trademarks, and distinctive signs belonging to the Company is strictly prohibited unless expressly and prior agreement of the Company.

12. Newsletter

- By accepting these conditions, the Client agrees that the Company may send them a newsletter (information letter) at a frequency and in a form determined by the Company, which may contain information related to its activity.
- When the Client completes the order process by email, they agree to receive commercial offers from the Company for products or services similar to those subscribed.
- The Company complies with the current GDPR regulations. Our privacy policy is accessible on the site quantacell.com.

13. Right of Withdrawal

The Client has a right of return or withdrawal concerning HistoMetriX for a period of 30 days following the sending of the license by the Company to the Client during which they can return the software without penalty and obtain a full refund. This period, allowing to validate the adequacy of HistoMetriX to the Client's needs, is under the sole responsibility of the Client.

14. Language, Applicable Law, and Jurisdiction

- These GTCS are drafted in English.
- In case of divergence between the French version and the English version of these GTCS, the French version shall prevail.
- These GTCS are governed and interpreted in accordance with French law.
- In case of a dispute likely to arise during the interpretation and/or execution of these or in connection with these GTCS, the Parties undertake to make their best efforts to try to settle the dispute amicably before resorting to arbitration or mediation. In case of failure of such amicable settlement within sixty days, the Parties intend to submit any dispute to the exclusive and personal jurisdiction of the Courts of Montpellier (France).

Done at _____, on _____

Customer's signature

Signature of the legal
representative of QuantaCell

By signing this document, you confirm that you have read and accepted these General Terms and Conditions of Sale.