

# GENERAL TERMS AND CONDITIONS OF SALE

## 1 PURPOSE AND SCOPE OF APPLICATION:

ETISENSE SAS (Société par Actions Simplifiée) is a company specialized in the development, scientific validation, marketing of connected physiological monitoring solutions, and providing solution related services.

The present General Terms and Conditions of sale (GTC) apply to all contracts, quotations, technical and commercial proposals, or sales orders between the company ETISENSE, hereafter referred to as "ETISENSE," and any customer having a professional status, hereafter referred to as the "Client." The GTC prevail over any conditions not expressly accepted by ETISENSE, including the Client's general conditions, unless explicitly agreed upon in advance by ETISENSE. The placement of a purchase order by the Client implies their full and unconditional adherence to these GTC and to the technical and commercial proposal (hereafter referred to as the "Proposal") established by ETISENSE and agreed by the Client, setting the specifications and conditions of sale, rent or service offering by ETISENSE.

## 2 DEFINITIONS:

Terms with first letter capitalized have the following meanings, whether they are in singular or plural:

**"Proposal"**: refers to a technical and commercial proposal document drawn by ETISENSE, including in particular the technical solution presented to the Client, a price offer (quotation) for the Products, Rental services or Services offered to the Client, as well as the associated commercial conditions.

**"Product(s)"**: refers to an Equipment, an Accessory, or a Software marketed by ETISENSE.

**"Equipment(s)"**: refers to an electronic device marketed by ETISENSE, whose functionalities and characteristics are described in the its Technical Notice.

**"Software(s)"**: refers to software marketed by ETISENSE, whether it is installed and linked an Equipment or not. The Software can be provided in the form of executables, binaries, source code, macros, or data formats.

**"Version"**: refers to the major version of the Software acquired by the Client, identified by the first digit used in ETISENSE's software version nomenclature to identify major versions that bring significant modifications or new important features to the previous version. A change of Version is called an upgrade.

**"Accessory(ies)"**: refers to an item necessary for the operation of one or more pieces of Equipment and whose duration of use is limited in time or by usage (e.g. jackets, electrodes, fitting tubes...)

**"Rental"**: refers to any temporary provision of a set of Products to the Client by ETISENSE, whether or not it is associated with services.

**"Service(s)"**: refers to any service related to one or more Products (maintenance, training) and more generally any intellectual service performed by ETISENSE upon the Client's request.

**"Material"**: refers to an inseparable set of Products, Technical Notices, as well as their packaging and conditioning, subject to Rental by the Client.

**"User Requirement Specifications"**: refers to a document detailing the Client's needs and expectations, submitted to ETISENSE for the purpose of establishing the Proposal.

**"Technical Notice(s)"**: refers to documents detailing the functionalities, technical characteristics, and instructions of use of a Product, delivered on any printed or digital medium by ETISENSE to the Client.

**"Delivery Date"**: Refers to the date on which the order is actually made available to the Client either purchase or Rental.

**"Party(ies)"**: refers individually or collectively to the Client or ETISENSE.

## 3 ORDERS

### 3.1 Acceptance of Orders:

An order is deemed complete when it is formalized by the Client sending to ETISENSE a quotation issued by ETISENSE, countersigned by the Client with the mention "Good for Agreement," or a purchase order based on ETISENSE's Proposal. The purchase order must include an order number, the referring Proposal number(s), the end-user's details, delivery address, and references of the ordered Products, Services, or Rental. Orders must be sent by email to sales@etisense.com.

ETISENSE is only bound by the commitments outlined in the Proposal and included in the purchase order.

The acceptance of any order assumes that the Client presents sufficient financial guarantees and they will actually settle the amounts at their due date. Additionally, if ETISENSE has serious reasons to fear payment difficulties on the part of the Client at the time of the order or subsequently, ETISENSE may condition the acceptance of the order or the continuation of its execution subject to cash payment or the provision, by the Client, of guarantees for the benefit of ETISENSE.

### 3.2 Modification of Orders:

An order is deemed final upon ETISENSE's acceptance of said order, it being understood that an order is deemed accepted unless a refusal notification is sent by ETISENSE to the Client within five (5) business days after the date of receipt of the order. Any modification requested by the Client after the acceptance of the order by ETISENSE or after the expiration of the said five (5) days period, particularly regarding quantities, quality, or the delivery schedule and/or execution, is subject to ETISENSE's written acceptance. The Client will pay ETISENSE all costs incurred and all direct or indirect consequences resulting from the

modification of an order (including costs of requested additional items, stock returns, logistic or control fees) and will bear any potential extension of deadlines.

### 3.3 Order Processing Administrative Fees

For orders amounting to less than 1000€ excluding VAT, ETISENSE will apply order processing fees. These fixed-amount fees will be indicated on the Proposal sent to the Client by ETISENSE.

### 3.4 Cancellation of Orders:

The order expresses the Client's consent in an irrevocable manner; therefore, no order cancellation can take place unless it has been accepted by ETISENSE. In such cases, the Client will reimburse ETISENSE for all incurred expenses (including specific equipment, study costs, labor and supply expenses, tooling) and all direct and indirect consequences arising from it. The quantities of Products, subject to the order, which are available at the time of its cancellation will be provided to the Client, who will be held to take delivery of them and to pay them. Furthermore, any amount already paid will remain acquired by ETISENSE.

## 4 DELIVERIES:

### 4.1 Terms of Delivery:

Shipping and delivery costs are borne by the Client, who has the option to:

- Use their own designated carrier. In this case, the carrier will arrange the pickup of the goods directly from ETISENSE's premises.
- Request ETISENSE to arrange the delivery of the order through a carrier chosen by ETISENSE. The delivery will then occur at the Client's address as indicated on the purchase order or the countersigned Proposal. Delivery costs will be included in the final invoice issued to the Client.

### 4.2 Delivery Date:

The indicative delivery dates are stated in the ETISENSE's Proposal sent to the Client. The delivery schedule will be confirmed to the Client only after the placement of a purchase order and ETISENSE's acceptance. While ETISENSE commits to making best efforts to meet these delivery dates, it is important to note that, unless specified otherwise, these dates are not considered firm deadlines.

As a result, any reasonable delay in the delivery of the order cannot entitle the Client to any form of compensation, such as damages and interests, nor the cancellation of the order. Furthermore, ETISENSE's liability cannot be engaged in case of delay attributable to the Client or in case of force majeure as defined in article 19 herein.

### 4.3 Transfer of Risks and Customs Clearance:

Unless otherwise agreed upon between the Parties in the Proposal, the Products are delivered:

- DAP (Incoterm 2020) to the city mentioned in the delivery address of the countersigned quote or the purchase order when the Carrier is appointed by ETISENSE;
- FCA (Incoterm 2020) when the Carrier is appointed by the Client.

Any potential customs clearance fees are borne by the Client.

It is the Client's responsibility to check the condition of the Products upon delivery under the conditions outlined herein.

## 5 RECEIPT OF THE PRODUCTS:

### 5.1 Delivery Date:

The Delivery Date of the products is considered the date when the Client takes possession of the products:

- In case of a delivery by a carrier chosen by ETISENSE: on the Delivery Date of the goods by the carrier.
- In case of a delivery by Client's designated carrier: on the pickup date by this carrier.
- In case of handover by ETISENSE: on the date indicated in the delivery note countersigned by the Client.

### 5.2 Damages and Short Deliveries:

In case of damage to the delivered Products or shortages noted at the moment of delivery and in presence of the delivery person, it is the Client's responsibility to make all written reservations on the delivery slip of the carrier. The Client must confirm these reservations by an official letter sent to the carrier with acknowledgement of receipt within three (3) business days following the Delivery Date, in accordance with Article L.133-3 of the Code of Commerce, and a copy of said letter sent to ETISENSE.

The reservations formulated by the Client must be complete, motivated, and as precise as possible. It is the Client's responsibility to provide all justifications as to the reality of the damages or shortages noted. Any Product not subjected to reservation process described above will be deemed accepted by the Client.

When, upon inspection, a visible damage or a shortage is actually noted by ETISENSE, the Client may request ETISENSE to replace the non-conforming Product(s) and/or provide short delivered items, at the expense of ETISENSE, without the Client being entitled to any compensation or to the resolution of the order.

### 5.3 Non-conformity of the Products:

The Client agrees to check the conformity of the delivered Products with the purchase order and the specifications indicated in the Technical Notice of said Products within fifteen (15) business days from the Delivery Date (or installation date if entrusted to ETISENSE) of the Products to the address indicated by the Client.

Within this period, ETISENSE agrees to take back, at its own expense, the Product(s) found to be non-compliant with the specifications mentioned in the Technical Notice. The Product(s) must be returned to ETISENSE in their original packaging. Any claim made by the Client under the conditions and according to the procedures outlined in this article does not, under any circumstances, authorize the Client to suspend payment for the concerned Product(s).

The Client cannot return the Product(s) without the prior express written consent of ETISENSE

## 6 PRICE AND INVOICING:

## 6.1 Price:

Prices are established net of taxes, without discount, and are for Products deposited and picked up at ETISENSE's premises. Thus, unless otherwise specified in the Proposal, shipping fees, insurance and customs fees are borne by the Client. Unless the Client requests specific packaging, packaging costs are included in the price.

The prices are firm and not subject to revision.

The prices of Products, Services, or Rental fees are listed in the quotation issued by ETISENSE and accepted by the Client.

## 6.2 Invoicing:

Unless otherwise indicated, invoices for Products with a total amount under 1500€ must be settled on the Delivery Date. For orders with total amount exceeding 1500€, the Client is required to make a prepayment of 30% of the total amount excluding taxes at the time of order placement.

ETISENSE will issue the invoices as follows:

- The balance invoice for Products ordered on the shipment date of the order;
- The balance for Services will be invoiced on the date they are actually provided;
- Rental fees will be invoiced on the shipment date of the Materials.

Invoices are payable within thirty (30) days from the invoice date, according to the payment terms described in article 7.2 herein.

## 6.3 Discounts and Rebates (price reductions):

ETISENSE may grant discounts and/or rebates, based on an agreement made with the Client during the Proposal negotiation process.

## 7 PAYMENT TERMS:

### 7.1 Late Payment:

Any non-settlement of the invoice by the due date will result in automatic application of interests, without the need for a prior formal notice, at a rate equal to the interest rate used by the European Central Bank for its most recent refinancing operation, increased by 10 (ten) percentage points.

In the event of late payment, the debtor will also automatically owe a collection fee of 40 (forty) euros, as determined by decree, in accordance with article L 441-6 of the Code of Commerce, as of the date hereof.

### 7.2 Terms of Payment:

Payments are to be made to ETISENSE at its billing address. Unless otherwise stated on the Proposal or on the Invoice sent to the Client, invoices are payable within thirty (30) days from the invoice date. Payment must be made in the currency indicated on the invoice, by bank transfer to the account mentioned on the invoice. For international payments, ETISENSE reserves the right to require an advance payment and/or by any other means deemed necessary. No discount will be granted to the Client for early payment unless there is

a different explicit provision is signed by ETISENSE.

In the event of a significant deterioration of the Client's solvency or in case if their company or business assets are put up for sale, leased, or pledged in whole or in part, ETISENSE may, at its own discretion, either require an advance payment or request additional guarantees. In the event of a total non-settlement of an invoice upon its due date, and after a formal notice has remained ineffective for forty-eight (48) hours, ETISENSE reserves the right to suspend any ongoing and/or future delivery/execution of operations. If a Client places an order with ETISENSE without having settled the payment of the previous order(s) upon their due date, ETISENSE may refuse to fulfil the order and deliver the ordered products, without the Client being entitled to any compensation, for any reason whatsoever.

## 8 LICENSE AGREEMENTS

### 8.1 Responsibility

The Client commits to using the Products in accordance with the recommendations in the Technical Notices provided by ETISENSE. The Client remains solely responsible for their use of the Products and for any consequences that may result from their use or from the interpretation of the results provided by the Products.

ETISENSE commits to providing "reasonable" assistance to the Client to find a solution in case of a problem encountered with any of the Products. Depending on the nature of the problem and the applicable warranties, this technical intervention or support service may be subject to invoicing to the Client with their agreement under the conditions specified in article 12 herein.

### 8.2 Products Use

The Products are intended for laboratory use by trained professionals exclusively for research and development, teaching, or training activities.

ETISENSE's Products are not intended for use as Medical Devices. They must not be used to diagnose, treat, or monitor a patient's condition under any circumstances.

The possible compliance of certain Products with medical device standards such as IEC 60601-1 or ISO 13485 is solely intended to provide additional guarantees of reliability and safety to the Client. It should in no case be interpreted as assimilating the said Product with a medical device.

### 8.3 Software License Agreements

The use of the Software is subject to the acceptance of the End-User License Agreement by the Client, which must be validated by the Client upon first use of the Software. The End-User License Agreement is accessible directly within the Software, as well as on ETISENSE's website. ETISENSE's Software is prohibited from resale, non-transferable, and no modifications may be made to it.

For the Software which is preinstalled on ETISENSE Equipment, the granted license is conditioned to an exclusive use on the specified Equipment. Copy or any attempt to install these Software on another device is prohibited unless written permission from ETISENSE is obtained.

## 9 WARRANTIES

### 9.1 Warranties on Equipment and Accessories:

The Equipment and Accessories sold by ETISENSE are manufactured and tested to high-quality standards. ETISENSE guarantees their proper functioning to the Client under the following conditions:

Specific conditions according to the Products:

- **Acquisition systems** including units and acquisition servers and their electronic components are guaranteed for twelve (12) months for parts and labor from their Delivery Date;
- **Emitters** and their **batteries** are guaranteed for twelve (12) months for parts and labor from their Delivery Date;
- **Accessories:** Accessories for which an expiration date is indicated on the packaging are guaranteed until the expiration of that date or upon opening of the seals. Other accessories are not covered by the warranty.

Warranty Exclusions: The warranties apply only to the Products mentioned in this document. Exclusions from the warranty include:

- Premature wear of the Products due to shocks, splashes of liquids or fluids, or resulting from damage caused by animals (biting, crushing, etc.);
- Any use outside of normal operating conditions and specifications indicated in the Technical Notices of the products;
- Any attempt to open, disassemble, reassemble, or repair a product.

### 9.2 Software Warranties

ETISENSE guarantees to the Client that:

- The functionalities of the provided Software are in conformity with the Technical Notices.
- The version of the provided Software matches the one listed on the Proposal.

In the event of proven non-compliance, ETISENSE commits to making "reasonable" efforts to either provide either a patch, a workaround to resolve the issue, or to replace the Software if necessary.

### 9.3 Software Updates

ETISENSE regularly offers updates for its Software, including patched and new features, which may be provided for free or at a cost.

The purchase of Software includes a "Basic Support" customer service package that offers free access to patches and fixes for issues occurring on the version of the acquired software, over a period of 12 months from the Delivery Date, excluding any upgrades to a higher Version.

In addition to this service package, and at any time, the Client has the option to subscribe to an annual Extended Support, Maintenance and Software Update (ESSU) service contract which will enable, among other services, access to new functionalities or improvements of the software in their possession, as well as to new software Versions upgrade that are made available by ETISENSE. The details of this are described in section 12.3 herein.

In order to install the updates, it is necessary to connect the Equipment

on which Software is installed to an internet access or, alternatively, to order an offline installation support from ETISENSE. The latter service will be charged to the Client by ETISENSE.

### 9.4 Request for Support

To receive warranty support for a Product, the Client must contact ETISENSE's customer support service as outlined in section 12.1 herein.

## 10 RENTAL OFFER

ETISENSE offers its Clients a Rental option for its Products, as described below.

The Accessories necessary for the use of the Equipment are not included in the Rental and must be purchased separately by the Client in addition to the Rental fees.

### 10.1 Rental Duration

The Rental period begins on the Delivery Date of the Material to the Client and continues for the irrevocable duration specified in the Proposal signed by the Client. The Rental of the Material ends on the day it is fully received back by ETISENSE, subject to verification of its integrity and proper functioning.

The extension of the Rental period by the Client is subject to prior written agreement from ETISENSE. In such cases, the provisions of this agreement automatically apply until the new expiration date.

If the Client terminates the Rental before the expiration date specified in the Proposal, the full amount of the Rental fee becomes due to ETISENSE by right.

### 10.2 Conditions for Provision and Configuration of the Material

The detailed list of the rented Material is predetermined in the Proposal accepted by the Client. Shipped with a corresponding delivery note, the Material is packaged in protective packaging or cases with cushioning foam.

In the event of confirmed damage or shortage upon delivery of the Material, the Client is responsible for making all necessary claims against the carrier in accordance with the conditions described in section 5.1.

If a shortage is observed upon inspection of the Material, the Client must contact ETISENSE and report the missing item within one business day following the Delivery Date. After this period, the Material is deemed to comply to the order and received in full.

The installation, setup of the Material, and associated training are carried out by ETISENSE's technical support, either on-site or remotely, according to the Client's needs, following the Delivery Date of the Material.

The Material is cleaned before the Rental, although ETISENSE does not guarantee their sanitary status. The Client is free to decontaminate the materials and products using a process that complies with those indicated in the Technical Notices of the Products.

### 10.3 Use of the Material

The use of the rented Material is subject to the acceptance of the license agreement and the terms of use defined in section 8 of this document. The Client is responsible for the use of the Material and any damages that may result from such use. They commit to using the Material in accordance with the recommendations in the Technical Notice of the rented Products.

Sub-renting and lending of the Material are prohibited.

Any modification or attempt to repair or disassemble the Material is prohibited unless written permission from ETISENSE is obtained.

The Client is the sole owner of the data recorded with the rented Material. Out of concern for confidentiality, ETISENSE will ensure data deletion once the Material is returned. The Client has the option to back up their data using the medium and method of their choice and to delete it from the rented Equipment following the procedure indicated in the Technical Notice of the Software. No backups or copies will be retained by ETISENSE.

### 10.4 Warranty, Malfunction, and Damage to the Material

Rental Equipment and Software are covered by a warranty for the entire duration of the Rental. The provisions of this warranty are described in section 9 herein.

The Client is required to immediately report any defect, damage or malfunction of the Material to ETISENSE, and no later than 24 hours following their discovery. To do this, they must submit a request to Customer Support service following the procedure outlined in section 12.1. The Client shall immediately cease the use of any potentially defective Material.

When a defect or malfunction in the Material is reported, ETISENSE's Customer Support will contact the Client to conduct a diagnosis to determine the nature and origin of the problem.

For instances of accidental failure not attributable to the Client: ETISENSE will replace the defective Material free of charge and as quickly as possible. The Client will benefit from an extension of the Rental period equal to the number of days required to replace the Material. The defective Material must be returned to ETISENSE.

In all other cases of total or partial breakdowns attributable to the Client's actions, whether deliberate or accidental, and possibly resulting from prohibited use or not in line with the User Notice, ETISENSE will charge the Client for the costs of repairing or replacing the Material.

### 10.5 Return of the Material:

The Client must, at the end of the period of use, return the Material in good working condition and in the original packaging, having subjected it to only normal wear and tear by a technically competent user.

The Client is required to clean and decontaminate the rented Material before returning it to ETISENSE, using a process compatible with those indicated in the Technical Notices of the Products. If not, a standard decontamination and cleaning fee will be charged to the Client.

Any potential transportation and insurance costs for returning the Material to ETISENSE are borne by the Client, who may choose the carrier. The Material is deemed returned after the carrier's delivery slip is signed, and ETISENSE has verified its integrity and good working condition. A receipt acknowledgment will be sent to the Client.

Any delay in returning the Material attributable to the Client will be invoiced by ETISENSE automatically and without any preliminary formalities.

The delay is measured by comparing the initial return date specified in the Proposal (or any subsequent agreement formed between ETISENSE and the Client) and the actual date the Material is received back by ETISENSE.

ETISENSE reserves the right to charge for the costs of restoration and to invoice for any or all of the Material not returned in accordance with the procedure.

### 10.6 Miscellaneous Obligations:

The Client expressly accepts and acknowledges that they have chosen the Material, subject to the Contract, under their exclusive responsibility. Therefore, they will not have any claim or recourse against ETISENSE in the event that the provided Material does not meet their needs.

## 11 SERVICE OFFER

ETISENSE offers a range of services to the Client to assist them with the installation and use of its Products or Material.

### 11.1 Training and Installation:

ETISENSE's Products are always provided with a Technical Notice containing detailed instructions of use that outlines the specifications and operating procedures. The installation of the ordered Equipment and Software is carried out under the sole responsibility of the Client.

In addition, the Client may choose to order a Training and Installation Support Service for the ordered Equipment and/or Software. They will then benefit from:

- An installation and training session on-site or remotely, tailored to specific needs of the Client provided by an ETISENSE representative (half-day);
- A 4-hour dedicated Technical Support credit valid for 12 months from the completion of the training session to further assist with Products usage.

The exact content and date of these Services will be defined in a Proposal prepared according to the Client's needs. The Services will be carried out at the location and date indicated on the purchase order or the countersigned quote.

If the Client's site is located outside of France, travel expenses for the ETISENSE representative, calculated individually, may be applied. If an on-site intervention is not feasible, the Services can be carried out remotely using a tool mutually agreed upon by the Parties.

These Services will be accompanied by educational materials provided to the Client.

### 11.2 Data Analysis and Scientific Advisory Services

To streamline the Client's workflow, ETISENSE offers services for the analysis of physiological data or the review of experimental designs through scientific consulting.

These Services are performed by our scientists, and the exact content and duration of these Services will be defined in a Proposal established according to the Client's needs in a User Requirement Specifications document.

### 11.3 Additional Services:

ETISENSE team provides other services related to their Products upon request. These include, but are not limited to:

- Custom data export formats and software development;
- Implementation of backup and restoration for software and/or data;
- Custom design of jackets outside of the standard catalog (species, sizes);
- Team training sessions.

Such services will be subject to a quotation and a specific Proposal by ETISENSE based on the needs expressed by the Client in a User Requirement Specifications document.

## 12 CUSTOMER SUPPORT

In case of an issue encountered with one or more Products, the Client may contact ETISENSE's Customer Support service.

### 12.1 Customer Support Service Contact Channels.

Requests for Customer Support can be made through:

- Email sent to support@etisense.com;
- Through the dedicated form on the etisense.com website;
- Opening a ticket on the Help Center portal, access to which the Client will receive following the delivery of a Product or a Material.

The targeted first response time for a request is within 4 hours (business days and office hours UTC+1/CET).

### 12.2 Warranties, Troubleshooting and Resolution of Issues Concerning Products

During the warranty period for the Products acquired by the Client, ETISENSE commits to providing following services free of charge:

- Diagnosis of the fault;
- Repair of the Product, if the problem falls under ETISENSE's responsibility;
- Replacement of the Product in case of impossibility of the above-mentioned repair;
- Shipping of the repaired or replacement Products;
- Software updates in accordance with the provisions described in Section 9.3 herein.

If the problem falls under the Client's responsibility, or if the problem occurs after the expiration of the warranty period or outside of it, ETISENSE reserves the right to charge for any technical assistance and intervention provided to the Client. Any repair costs, replacement Products, or Software updates will also be charged.

Technical support and out-of-warranty repairs are billed hourly at the current rate. Any potential transport and customs fees will also be borne by the Client.

Maintenance or out-of-warranty repair services will be subject to an agreement between the Parties in a Proposal detailing the service cost.

### 12.3 Types of Customer Support

A purchase of ETISENSE Equipment includes "Basic Support" customer support services, which include the warranties described in sections 12.1 and 12.2.

Beyond the guaranteed support services, and at any time, the Client can opt to subscribe to an annual Extended Support, Maintenance and Software Update ("ESSU") service contract to benefit from additional services. This contract may include:

- Priority access to ETISENSE customer support and reduced response times;
- A preventive maintenance visit for hardware and software with the drafting of a comprehensive report;
- Repair or replacement of Equipment at a preferential rate outside of or upon expiration of the warranty;
- Access to software updates and upgrades, including new features or enhancements;
- Other services related to the ETISENSE solution and as per the Client's needs.

The content of the contract will be defined between ETISENSE and the Client through a Proposal reflecting the Client's needs expressed in a User Requirement Specifications document.

## 13 RESERVATION OF OWNERSHIP:

ETISENSE reserves full ownership of the Products until the total amount, including principal and incidental charges, is fully paid by the Client, followed by the cashing of the corresponding amounts, even if a payment extension is granted. Failure to pay any instalment may result in the reclaiming of the Products. However, from the moment of delivery, the Client assumes full responsibility for any damages that these Products may suffer or cause.

## 14 INTELLECTUAL PROPERTY:

All intellectual property rights and know-how belonging to ETISENSE and incorporated into the delivered Products and/or the content of the documents provided to the Client are and remain the exclusive property of ETISENSE. Any transfer of intellectual property rights or know-how to the Client must be the subject of a contract between ETISENSE and the Client. In the absence of a specific written agreement with the Client, ETISENSE reserves the right to dispose of and use its own know-how and proprietary technology developed in the supply of the Products.

## 15 REFERENCES:

The Client agrees to mention the name of ETISENSE in circumstances and/or scientific articles where it refers to ETISENSE Products.

The Client authorizes ETISENSE to include its name on a list of

references, which ETISENSE may distribute, notably among its clientele and prospects.

16 CONFIDENTIALITY:

ETISENSE and the Client mutually commit to a general obligation of confidentiality regarding the elements (documents in any support whatsoever, including but not limited to: Technical Specifications, discussion reports, plans, drawings, diagrams, know-how, etc.) exchanged within the framework of the order, execution, and supply of the Products and/or the provision of Services. The Client acknowledges that any element related to the Products, subject to the order, provided by ETISENSE, or Service performed by ETISENSE under these terms, is considered confidential, and agrees not to disclose it, in whole or in part, to third parties, without prior written authorization from ETISENSE or to use it for purposes other than those for which it was provided.

17 LIABILITY:

ETISENSE's total liability for any claim or expenses, regardless of their nature, is limited to the amount of the disputed order. Indirect damages suffered by the Client are excluded from any claim for compensation. Indirect damages, without limitation, include, but are not limited to, loss of sales, operating loss, commercial prejudice, loss of profit, or any claim made by a third party against the Client.

The Parties acknowledge that the provisions of this clause are decisive in their intention to contract together and that the agreed price reflects the allocation of risk between the Parties and the resulting limitation of liability.

18 SUBCONTRACTING:

ETISENSE may subcontract the execution of part of its obligations to one or more subcontractors of its choice. ETISENSE shall remain responsible to the Client for the fulfilment of its obligations.

19 FORCE MAJEURE:

ETISENSE's liability shall not be incurred if the non-performance or delay in the performance of any of its obligations described in these GTC arises from a case of force majeure. Events considered as force majeure, within the French law, are those events beyond the parties' control, which they could not reasonably have foreseen, and which they could not reasonably avoid or overcome, to the extent that their occurrence makes the performance of obligations entirely impossible.

Furthermore, events considered as force majeure include total or partial strikes, whether internal or external to ETISENSE, transport disruptions for any reason, unavailability or stockout of materials ordered from suppliers or subcontractors of ETISENSE, blockage or disruption of means of communication, telecommunications or postal services, inability to travel or government restrictions in case of epidemic or pandemic (health crisis).

The occurrence of a force majeure event has the effect of suspending the performance of ETISENSE's contractual obligations.

20 APPLICABLE LAW / JURISDICTION:

THESE GENERAL TERMS AND CONDITIONS OF SALE, AS WELL AS THE SALES THEY GOVERN, ARE SUBJECT TO FRENCH LAW TO THE EXCLUSION OF ANY OTHER LAW. ANY DISPUTE CONCERNING THESE GENERAL TERMS AND CONDITIONS OF SALE, INCLUDING THEIR APPLICATION, INTERPRETATION, EXECUTION, AND SALES CONTRACTS CONCLUDED BY ETISENSE, OR PAYMENT OF THE PRICE, SHALL BE BROUGHT BEFORE THE COMMERCIAL COURT OF LYON, TO THE EXCLUSION OF ANY OTHER JURISDICTION, EVEN IN THE CASE OF MULTIPLE DEFENDANTS OR THIRD-PARTY PROCEEDINGS, REGARDLESS OF THE PLACE OF ORDER, DELIVERY, AND PAYMENT, AND THE METHOD OF PAYMENT. THE ATTRIBUTION OF JURISDICTION IS GENERAL AND APPLIES, WHETHER IT IS A MAIN CLAIM, INCIDENTAL CLAIM, SUBSTANTIVE ACTION, OR SUMMARY PROCEEDINGS.

21 WAIVER:

The fact of ETISENSE not asserting any of the clauses of present these terms and conditions at a given time shall not constitute a waiver of the right to assert these same clauses at a later date.

22 LANGUAGE:

In the event of translation of these GTC into another language, only the French version shall prevail.