



Sales Terms and Conditions

This Agreement between **Isotropix SAS** ("**Isotropix**") and the purchaser/licensee (referred to as "you") listed on the quotation ("Quotation"), is effective upon acceptance by **Isotropix** of your signed Quotation. The placing of an order with **Isotropix** shall by itself constitute acceptance of these terms and conditions to the exclusion of any additional terms or conditions stated on your quotation, invoice or any other **Isotropix**'s document referred by you.

1. DEFINITIONS (AS USED IN THIS AGREEMENT)

(a) "Software" means all software, in object code only, listed on the Quotation and provided by **Isotropix** to you hereunder, **Isotropix**-authorised updates, replacements or modifications provided to you. The Software may include software licensed to Isotropix by third parties.

(b) "Product" means a software/service furnished to you by Isotropix and comprised of the Software.

2. PRICE AND PAYMENT

The price and payment terms for the Products must be fully carried out in cash unless stated otherwise on the Quotation. All prices for Products are exclusive of all excise, sales, use, transfer and other taxes and duties imposed by any Federal, state, municipal or other governmental authority, all of which taxes and duties must be paid by you. Any delay in payment shall result in the application of late- payment interest equal to European Central Bank's latest refinancing rate, plus a further ten (10) points.

3. DELIVERY, RISK AND TITLE TO THE PRODUCTS

(a) Unless otherwise agreed in writing between the parties, all packing and methods of shipment will be selected by **Isotropix**, but **Isotropix** will not assume any liability in connection with shipment nor constitute any carrier as its agent. Purchaser agrees to accept partial order shipments, and for such shipments, shall be responsible for paying the partial amount due.

(b) Unless otherwise stated on the Quotation, all sales are CIP (Incoterms 2010) delivery point specified on the Quotation. Risk of loss for Product(s) shall pass upon the earlier of delivery to you or to a carrier for shipment to you. **Isotropix** will use reasonable efforts to meet requested delivery dates, but will not be liable for its failure to do so.

(c) Title to the Software shall at all times remain in **Isotropix**. For the avoidance of doubt, the copyright and all other intellectual property rights which subsist in the Software are and shall remain the property of **Isotropix**. Your right to use the Software is subject to the license specified in Section 4 of this Agreement.

(d) Subject to sub-Section 3(c), title to the Product(s) shall remain in Isotropix until full payment of all sums (including VAT or other applicable taxes) due under this or any other Agreement from you to Isotropix have been made. Until title passes you shall hold all Product(s) as bailee for **Isotropix** and as **Isotropix**'s fiduciary agent and shall store the Product(s) separately from those of third parties at no cost to **Isotropix** in such a way that they are easily identifiable as the property of **Isotropix**.

(e) Without prejudice to any other rights, if you are in breach of these terms **Isotropix** may recover and resell any or all of the Product(s) supplied to you upon demand at any time before title has passed to you. You undertake to give access to your premises and the Product(s) to enable **Isotropix** to retake possession of the Product(s).

(f) If you resell any Product(s) in your possession notwithstanding that title in the Product(s) has not passed to you the proceeds of any such resale ("the Resale Proceeds") shall belong to **Isotropix** until you have made full payment for the Product(s) and until such time the Resale Proceeds shall be held by you in a fiduciary capacity on behalf of **Isotropix** and shall be kept in a separate account without prejudice to **Isotropix**'s rights to trace the same if you fail to keep such proceeds separate.

(g) For the avoidance of doubt, the parties intend that this Section 3 shall not operate to create or confer any form of security interest over property.

(h) Each sub-section (c) to (g) above shall be construed to take effect as a separate section. If for any reason whatsoever a sub-section should be unenforceable the others shall remain in full force and effect.

(i) Product(s) provided by **Isotropix** may be subject to regulations issued by your country. You confirm that you agree to conform with these requirements and further agree not to undertake any export of the Product(s) without prior written consent of the requisite legislative bodies.

4. SOFTWARE LICENSE

(a) **Isotropix** grants, and you accept, a non-exclusive, subject to the terms and conditions of this Agreement, and the terms of the Software license Agreements/EULA. (b) The Software may be accompanied by a dongle. You are advised to insure your dongles against loss or theft.

5. CONFIDENTIALITY

You acknowledge that the Product(s) contain proprietary and confidential property of **Isotropix** and/or **Isotropix**'s licensors (collectively, "Confidential Information") you will not disclose, provide or otherwise make available any such Confidential Information to any person other than your employees who need to have access thereto to carry out their duties.

6. WARRANTY

All sales of Product(s) are subject to **Isotropix**'s Software Warranty Statements which are set out in the Software EULA available on request.

7. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL **ISOTROPIX** OR ITS LICENSORS BE LIABLE FOR AN AMOUNT GREATER THAN PAYMENTS MADE TO **ISOTROPIX** BY YOU PURSUANT TO THIS AGREEMENT IN RESPECT OF THE PARTICULAR PRODUCT GIVING RISE TO THE LIABILITY, REGARDLESS OF THE THEORY OF LIABILITY. THIS CLAUSE SHALL ONLY APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. EXCLUSION OF DAMAGES

TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, IN NO EVENT SHALL **ISOTROPIX** OR ITS LICENSORS BE LIABLE TO YOU (A) FOR LOSS OF DATA, LOSS OF PROFITS OR REVENUE (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR LOSS OF OPPORTUNITY OR (B) FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE ARISING THEREFROM OR FROM THE SALE OF PRODUCTS(S) OR THE LICENSE OF THE SOFTWARE OR THE USE OF ANY OF THEM OR THE PROVISION OF MAINTENANCE WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE EVEN IF **ISOTROPIX** HAS BEEN INFORMED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE OCCURRING. **ISOTROPIX** DOES NOT EXCLUDE (A) LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OF **ISOTROPIX**, ITS EMPLOYEES OR AUTHORISED REPRESENTATIVES OR (B) LIABILITY FOR FRAUD.

9. DEFAULT AND TERMINATION

If you fail to perform any of your material obligations hereunder, **Isotropix** will offer you 15 days' opportunity to cure such non-performance. Upon expiry of such period without such nonperformance being cured **Isotropix** may by immediate written notice terminate this Agreement, including the license of the Software. Termination shall be in addition to any other rights and remedies **Isotropix** may have. Within seven days of any such termination of this Agreement by **Isotropix**, you will return to **Isotropix** the original and all copies of the Software, or, upon **Isotropix**'s request, destroy such original and copies and provide **Isotropix** with written verification of their destruction.

10. COMPLIANCE WITH LAWS

You will be responsible for obtaining all permits or licenses required in connection with the purchase, shipment, installation and use of the Product(s), including any licenses required under the Export Administration Act, the Arms Export Control Act or other laws.

11. GENERAL

(a) No counterclaim or set off by you may be deducted from any payment due on any account whatsoever without **Isotropix**'s prior written consent.

(b) This **Agreement** supersedes all prior agreements and understandings between the parties (whether written or oral) related to the subject matter herein and is intended by the parties to be the complete and exclusive statement of the terms of their agreement. Any proposed variations from or additions to this Agreement contained in any purchase order or other communication which you submit to **Isotropix** will be null and void unless agreed to in writing by an authorized representative of **Isotropix**. You shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligent or innocent) of any person other than as expressly set out herein, in which event the only remedy available to you shall be for breach of contract. Nothing in this section 11(b) shall operate to limit or exclude liability for fraud or other liability which cannot be excluded by law.

(c) If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, so far as permissible, such invalidity or enforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

(d) To the maximum extent legally permissible, no provision of this Agreement shall be enforceable by any third party under any express provision of law or otherwise.

(e) Neither this Agreement nor your rights (including the license) hereunder may be assigned by you, except to a third party which shall have agreed in writing with **Isotropix** prior to the assignment to be bound by your obligations to Isotropix. (f) The remedies contained herein are cumulative and in addition to any other remedies at law or equity. **Isotropix**'s failure to enforce, or waiver of a breach of, any provision hereof shall not constitute a waiver of any other breach of such provision.

(g) **Isotropix** shall not be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, war, riots, acts of civil disorder, labour disputes, failure or delay of transportation or telecommunications, or by vendors or subcontractors, or any other similar cause or causes beyond its reasonable control.

(h) The terms and conditions of this Agreement will be held as confidential by both parties hereto, provided, however, that either party may cite that you are a user of the Product(s).

(i) Except where the local laws of the country in which you are based specifically override and take precedence over any of the terms set out in this document, this Agreement shall be governed by the laws of France and the parties submit to the non-exclusive jurisdiction of the French courts.