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Pixyl.Neuro™ Commercial Offer

The Company

Pixyl is dedicated to improving patient care by placing the most advanced AI technology in the hands of radiologists.

Recognising the need for rapid access to clinically-relevant information, we have developed groundbreaking clinical diagnostic support solutions built on advanced deep-learning technology, optimized for lightning-fast execution on state-of-the-art GPUs, and seamlessly integrated into the radiology workflow.

Our powerful CE-marked cloud-based solutions automatically analyze brain MR images, highlight anomalies, and extract clinically-relevant measurements for improved insight and decision-making in patient diagnosis and treatment.

The company is a spin-out of internationally-renowned French laboratories Inria and Inserm.

The Pixyl.Neuro™ Portfolio

Pixyl.Neuro is a portfolio of AI-powered, clinical decision support solutions. It was developed to provide radiologists with rapid additional insight into the majority of their brain MRI cases.

This portfolio is essential for the objective, reliable and precise extraction of imaging biomarkers that are clinically relevant to the diagnosis and monitoring of patients with dementia, multiple sclerosis and other diseases of the white matter. The solutions included in Pixyl.Neuro are:

➔ Pixyl.Neuro.MS : Automatic identification, quantification and longitudinal study of MS-specific lesions observed in T2-Flair sequences. Presentation of results according to Multiple Sclerosis diagnostic criteria. .

➔ Pixyl.Neuro.BV : Automatic identification, quantification and longitudinal study of 20 brain structures. Comparison with normative population.

The portfolio of products is CE-marked class IIa, and employs the most rigorous patient privacy and data security practices

Pixyl.Neuro.**MS** - Neuroinflammatory disorders

- ○ Input: 3D T2-FLAIR sequence
- ○ Output: PDF Report + Annotated DICOM + Coregistered prior scan

Detection, quantification & categorization (new, enlarging, stable) of hyperintensities. Flag subtle changes between visits:

- ➢ **Accelerated case reading** (up to 50%) [a]
- ➢ **Enhanced detection rate** (up to 28%) [b]
- ➢ **Disease stability peace-of-mind**
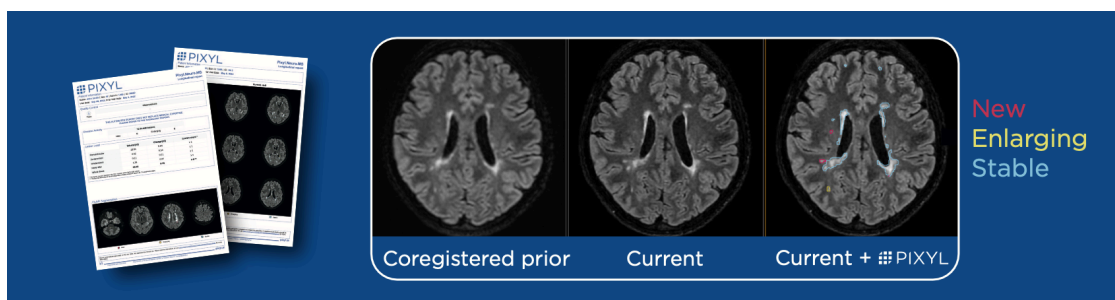
Pixyl.Neuro.**BV** - Neurodegenerative diseases

- ○ Input: 3D Gradient Echo T1 sequence
- ○ Output: PDF Report + Annotated DICOM + Coregistered prior scan

Brain volume quantification for objective measurements and comparison of brain structures with normative data, adjusted for age and intracranial volume.

- ➢ **Better understanding of the pattern of atrophy**
- ➢ **Highlight abnormalities**
- ➢ **Support early differential diagnosis** [c]
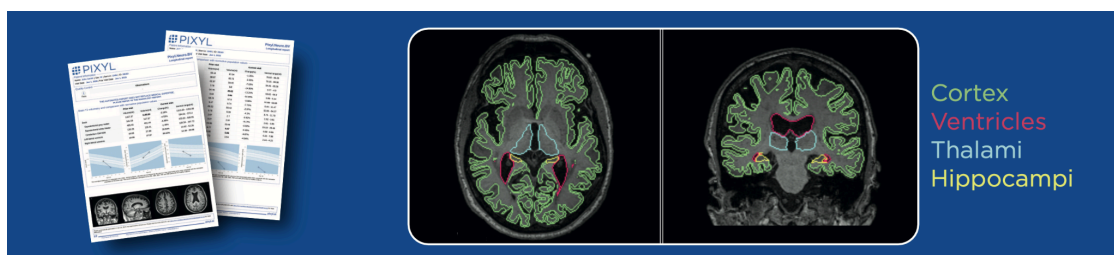
a University Hospital Clermont-Ferrand | b Dehaene et al., ESNR 2023 | c Pixyl.Neuro.BV white paper (2023)

Financial Proposition

A yearly subscription license is proposed, with access to the complete Pixyl.Neuro portfolio of solutions as described in the previous section, and a volume up to 750 analysis.

Description	Qty	Unit Price	Amount	Disc %	Disc price	Disc Amount
Pixyl.Neuro 1 year license, including both BV and MS volume with a limit of 750 analysis	1.5	€12,750	€19,125	24%	€9,750	**€14,625**
Setup: Installation of local VM, presentation of solution and benefits, training in the use and interpretation of Pixyl.Neuro results.	1	€2,000	€2,000	100%	€0	**€0**
Maintenance: Hosting of services on secure high-performance GPU servers. Automatic updates to latest software releases.	1	€1,500	€1,500	100%	€0	**€0**
		Total ex VAT	€22,625		**Total ex VAT**	**€14,625**

Terms of payment: annual, 30 days from receipt of the invoice, sent at the opening of the service and every year on the same dates

IBAN (International Bank Account Number) **FR76 3000 4024 7500 0106 8234 308**				BIC (Bank Identification Code) **BNPAFRPPAAE**
Code Banque **30004**	Code Guichet **02475**	N° du compte **0001068234 3**	Clé RIB **08**	Domiciliation/Paying Bank **BNP Paribas, ARC ALPIN ENTREPRISES (02475)**

Term of Validity of the Commercial Proposal:
The present quotation is valid for the duration until the 30th of July.
We remain at your disposal for any further information.

If you agree with this estimate, please return it to us signed.

Date :   Signature :

GENERAL CONDITIONS OF SALE OF SERVICES
PIXYL.NEURO

The purpose of these General Terms and Conditions of Service (hereinafter "GTCS") is to determine the conditions under which the services provided by PIXYL SAS (hereinafter "PIXYL") to its customers (hereinafter the "Customer(s)"), as defined in the commercial proposal to which these GTCS are attached, will be provided, including when the said commercial proposal emanates from a third-party vendor of the services provided by PIXYL. Any service that is not explicitly listed or described in the commercial proposal is not part of the service covered by the transaction and shall in no case be due to the Customer. The commercial proposal includes, at a minimum, a technical description, a financial proposal including the prices of services provided by PIXYL, and these GTCS (collectively referred to hereinafter as the "Contract").

The Customer confirms that it fully read and understood these GTCS before signing the commercial proposal or sending the order to PIXYL or to the third-party vendor of the services provided by PIXYL. The acceptance of the Contract by the Customer is evidenced by the signing of the commercial proposal and these GTCS or by sending an order to PIXYL or the third-party vendor of services provided by PIXYL. The Contract is concluded and comes into force on the day of its acceptance by the Customer.

Any condition contrary to the terms of the Contract, requested by the Customer, will therefore, in the absence of written acceptance by PIXYL, be unenforceable against PIXYL, regardless of the time at which it may have been brought to PIXYL's attention. This Contract prevails over any other document. Any general conditions of purchase of the Customer are expressly excluded from this Contract between the Parties.

ARTICLE 2 –   DEFINITIONS

Capitalized terms and expressions used in the body of these GTCS, whether used in the singular or plural, are defined as follows, whereas identical terms and expressions without capitalization are considered in their ordinary sense:

Anomaly: means any behavior of the PIXYL Solution that does not comply with the PIXYL Solution Documentation, or that results from a defect that either renders the PIXYL Solution unusable or causes a non-compliant result when the PIXYL Solution has been used in accordance with the Documentation and its purpose.

Application: Dedicated DICOM interface installed on the Customer's virtual machine used by the PACS.

Customer: means the legal or physical person benefiting from access to the PIXYL Solution and signing the Contract.

Documentation: means all documentation, guides and instructions for use related to the PIXYL Solution, available at the following address: Pixyl, 5 avenue du Grand Sablon, 38700 La Tronche, France.

Data: means any information provided by the Customer, through the PACS or a medical imaging acquisition console, for

treatment by the PIXYL Solution, as well as all Customer identification data.

Segmented Data: means any output of the PIXYL Solution.

HDS: means "Hébergeur de Données de Santé", a certification for the hosting of health data.

Maintenance: means all operations of corrective or progressive update carried out by PIXYL relating to the PIXYL Solution and the Services.

Level of Service: means the PIXYL Solution Services quality level commitments.

PACS: means the "Picture Archiving and Communication System" used by the Customer, through which it accesses the Services and the PIXYL Solution.

Parties: means, individually, PIXYL or the Customer, and collectively, PIXYL and the Customer.

SaaS: ("Software as a Service") means the provision of PIXYL Solution functionalities in the form of a service accessible via the Internet and the Customer's PACS.

Services: means the PIXYL Solution software services offered in SaaS mode by PIXYL and listed in Appendix A.

PIXYL Solution: means the PIXYL online medical imaging analysis software based on artificial intelligence tools, operating in SaaS mode, developed by PIXYL, whose characteristics are described in Appendix A, and which enables access to the operational functions designated as Services.

User: means the person placed under the responsibility of the Customer (such as an employee, representative, etc.), who benefits from access to the Services.

ARTICLE 3 –   PURPOSE

The purpose of these GTCS is to define the terms and conditions under which the Customer may access and use the PIXYL Solution.

PIXYL grants the Customer, who accepts:
- a right of access and use of the PIXYL Solution, under the terms, limits and conditions defined herein;
- a set of Services, in particular Data processing, Maintenance of the PIXYL Solution, technical assistance.

ARTICLE 4 –   WARNING

Given the characteristics of the Services and the legal and regulatory context attached to the provision of Services, it has been agreed that the Customer is solely responsible for the use it makes of the PIXYL Solution.

The Customer acknowledges that the use of the Services does not directly or indirectly reduce the legal or regulatory obligations of the Customer, both with respect to the competent health, national or European authorities, and with respect to the end users (customers and/or patients). It is moreover expressly agreed between the Parties that the Services provided by PIXYL are of a strictly technical nature and do not constitute

in any way a diagnostic or medical prognosis service, or a surgical or therapeutic recommendation.

ARTICLE 5 –   DURATION - RENEWALS

The Contract will become effective upon acceptance of these GTCS for the term and under the potential renewal conditions specified in the commercial proposal.

ARTICLE 6 –   DESCRIPTION OF SERVICES

6.1 –   PIXYL SOLUTION

PIXYL grants the Customer, who accepts, a right of access to the PIXYL Solution via the Internet network, for the purpose of using the Services remotely via servers hosted by PIXYL's subcontractors, for the sole purpose of its internal activity.

In order to access the PIXYL Solution, the Customer must install the Application or have it installed with the assistance of PIXYL. Use of the Application is strictly limited to the context of access to the PIXYL Solution, excluding any other use. Its installation and use are governed by the provisions of the end user license attached hereto in Appendix G.

PIXYL makes the PIXYL Solution available to the Customer through the Internet network in accordance with the quality and security standards commonly accepted by professionals in the same field. The facilities are provided in accordance with the service commitment appended hereto as Appendix C.

Under the conditions of ARTICLE 9 - ("Property"), PIXYL grants the Customer the non-exclusive and non-transferable right to use the PIXYL Solution, whose Services are listed in Appendix A.

PIXYL provides Services and Data hosting via its approved HDS providers, as well as maintenance and security of the PIXYL Solution.

PIXYL may not be held responsible for any lack of Services in the PIXYL Solution that are not described in Appendix A.

In the event of an anomaly observed and notified by the Customer, the intervention of PIXYL in terms of Maintenance will be carried out based on severity as defined in ARTICLE 11 - ("Maintenance"): this service is an integral part of the Contract and will not be invoiced to the Customer.

At any time, PIXYL may be required to stop marketing the PIXYL Solution. Such a situation would not give rise to any financial compensation of any kind for the Customer or Users.

6.2 –   EVOLUTION OF THE PIXYL SOLUTION

PIXYL is free to evolve the features and services of the PIXYL Solution without prior notice to the Customer insofar as it does not generate any service degradation or loss of Data or functionality (non-regression).

6.3 –   NETWORK - INTERNET SERVICE PROVIDER

The Customer is responsible, at its own expense, for the acquisition, installation, maintenance and connection of the various elements of configuration and telecommunications means necessary to access the PIXYL Solution, including the operation of the PACS and the various software and hardware elements allowing the operation of the PACS.

PIXYL may not be held liable for interruptions in the network or in the PACS operation or in the Customer's computer infrastructure.

6.4 –   SERVICE AND DATA HOSTING

The physical hosting of the PIXYL Solution is ensured by a third-party company, selected by PIXYL, and under conditions enabling the availability commitments of the PIXYL Solution and of the Services to be respected, such as described in Appendix C.

In accordance with Article L1111-8 of the French Public Health Code, PIXYL undertakes to use only a personal health data hosting company that meets the approval requirements set out in French Decree No. 2006-6 of 4 January 2006. The selection criteria relate in particular to the following points:
-      Hosting company having received the approval of the Ministry of Health;
-      Access security: 24/7 building surveillance with access by card and personal access code;
-      Level of service guaranteed at more than 99%;
-      Redundancy: data present on at least two distinct geographical sites;

The data hosting company currently selected by PIXYL is Google Cloud.

PIXYL remains free to use any other approved health data hosting company at any time without any prior information to the Customer, and without this being considered a modification of the execution terms of the Contract. If necessary, PIXYL will ensure the continuity of the service for the Customer by performing the operation within the framework of a Maintenance operation.

6.5 –   ACCESS TO SOLUTIONS

Access to PIXYL Solution Services is achieved through the PACS, the medical imaging acquisition console and the Internet network. The Customer will be able to connect at any time, except during maintenance periods, specifically:
- 24 hours a day,
- 7 days a week,
- including Sundays and holidays.

PIXYL reserves the right to work on the server for maintenance purposes during targeted hours identified as maintenance periods: these hours run every evening between 8:00 pm and 7:00 am and all day Sunday, Paris time. To ensure optimum operation of the PIXYL Solution, shorter maintenance operations, of fewer than 10 minutes and at most one per 24-hour period, may also take place at any time and without applying a notification process.

The Customer is informed that these interventions may result in a partial or total interruption of the provided Services and PIXYL Solution.

PIXYL may not be held responsible for any fraudulent intrusion on the Customer's PIXYL Solution site caused by unauthorized access to the Customer's PACS. The Customer is solely responsible for the use of the PACS.

ARTICLE 7 –   . SERVICE QUALITY

PIXYL is committed to the provision of the Services in accordance with the Service Level described in Appendix C.

Use of the PIXYL Solution may be interrupted for hosting reasons, unrelated to PIXYL.

In addition, the Services may be occasionally suspended due to scheduled maintenance operations necessary for correct operation of the PIXYL Solution, as specified in article 6.5 - ("Solution Access ").

In addition, the Customer is informed of the technical uncertainties inherent in Internet use and access interruptions that may result therefrom. Accordingly, PIXYL may not be held responsible for any unavailability or slowdown of the PIXYL Service that could result from such technical problems. The Customer acknowledges that PIXYL cannot guarantee the permanence of the Services performed remotely via the Internet.

In the event of a Service interruption for scheduled maintenance, PIXYL commits to observe the notice period indicated in Appendix C so that the Customer may be informed of the interruption as much as possible, and so that it is able to make arrangements sufficiently in advance to avoid any disruption of its activity. PIXYL may not be held liable for the potential impact of such unavailability on the activities of the Customer.

The Parties agree that PIXYL may also suspend the Services in the event of:
-   an intrusion on PIXYL's servers or its hosting company likely to affect the performance of the Services;
-   misuse of the Services by the Customer susceptible to affect the operation of the other Services and/or the PIXYL Solution;
-   a demand or request by an administrative or judicial authority relating to the Services and/or the Data transferred by the Customer.

In any event, the unavailability resulting from the above may not be considered periods during which PIXYL does not fulfil its obligations. PIXYL undertakes to employ its best efforts to restore the Services in the event of intrusion.

Consequently, in the event of an incident or damage resulting in the interruption of the Customer's power supply and/or access to telecommunication networks and/or the operation of the PACS (including its hardware or software components), the Customer will not be able to access the PIXYL Solution. In any event, PIXYL is released from all liability related to an inability to access the PIXYL Solution for the reasons stated above, subject to the fulfilment of its obligations under this Contract.

ARTICLE 8 –   CUSTOMER OBLIGATIONS

8.1 –   GENERAL OBLIGATIONS

The Customer commits to pay the price of the PIXYL Solution and the related services in return for access to the PIXYL Solution and related Services, in accordance with the financial conditions defined in ARTICLE 16 - ("Financial Conditions").

The Customer will use the PIXYL Solution strictly in accordance with its technical specifications, as described in Appendix A, and within the limits of the access rights to the Services granted hereunder.

8.2 –   CUSTOMER OBLIGATIONS RELATED TO DATA SUBJECTS AND HEALTH DATA

When required and in accordance with the regulations in force, the Customer, as the person responsible for filing and processing its Data, undertakes to implement a written information system designed to ensure that the persons concerned by the Data are fully informed, whenever the Data are considered personal data under applicable legislation. The Customer undertakes to ensure that such information system describes, in a clear and appropriate manner, the Data processing services provided by PIXYL within the framework of the PIXYL Solution, as well as the methods of accessing and communicating Health Data that relate to them.

ARTICLE 9 –   OWNERSHIP
9.1 –   OWNERSHIP OF THE PIXYL SOLUTION

PIXYL remains the owner of the PIXYL Solution and all its software components; this Contract does not transfer any intellectual property rights to the Customer. The Contract does not transfer any property rights to the Customer with respect to the PIXYL Solution.

By this Contract, the Customer is granted a worldwide, personal, non-exclusive, non-transferable right of remote access to the PIXYL Solution, limited to its internal needs directly related to its activity and limited to the term of the Contract. Specifically, access to the PIXYL Solution is granted for the sole purpose of allowing the Customer to use the Services described in Appendix A, exclusive of any other purpose. The Customer may not assign all or part of the rights or obligations resulting from the Contract, whether in the context of a temporary assignment, a sub-license or any other contract providing for the transfer of said rights or obligations. The Customer may not under any circumstances make the PIXYL Solution available to a third party, and it is strictly prohibited from making any other use thereof.

9.2 - OWNERSHIP OF SEGMENTED DATA

The Segmented Data are the property of PIXYL.

By this Contract, PIXYL grants the Customer a limited right to use the Segmented Data. Such use will be restricted to therapeutic monitoring of the patient and excludes any other purpose, in particular any research or development activity in the field of artificial intelligence.

The Segmented Data may be transferred by the Customer to third parties in the context of patient monitoring, but under no circumstances may the Customer transfer the Segmented Data to a collective database or to a company conducting research and development activities in the field of artificial intelligence.

ARTICLE 10 –   PEACEFUL POSSESSION GUARANTEE

PIXYL declares and guarantees:
-   that the PIXYL Solution it has developed is original within the meaning of the French Intellectual Property Code;
-   that it is the holder of all intellectual property rights allowing it to enter into the Contract;
-   that to its knowledge, the PIXYL Solution is not likely to infringe the rights of third parties.

ARTICLE 11 –   MAINTENANCE

In the Maintenance of the PIXYL Solution, PIXYL is subject to an obligation of means: it is specifically responsible for the corrective and progressive Maintenance of the PIXYL Solution. Under these conditions, it is committed to implement all the reasonable means in its possession to perform the Services in accordance with these GTCS, and to ensure continuous access to the Services.

ARTICLE 12 – CORRECTIVE MAINTENANCE

Corrective Maintenance is intended to correct any defect pertaining to the PIXYL Solution and in particular any Anomaly or bug that may affect the operation of the PIXYL Solution or produce a discrepancy between the Services planned and described in the Documentation, and the results obtained.

PIXYL undertakes to ensure that the PIXYL Solution complies with the applicable regulations. If the applicable regulations require the development of new features, PIXYL shall not be obliged to provide the corresponding versions free of charge; such versions may be subject to additional invoicing or give rise to a price increase.

The Customer can contact PIXYL Solution user support to report and request the processing of any Anomaly, under the conditions defined in Appendix C.

PIXYL shall not be responsible for Maintenance in the following cases:
- refusal of the Customer to collaborate with the PIXYL in the resolution of the Anomalies, and in particular refusal to answer PIXYL's questions and requests for information;
- Use of the Services in a way that does not comply with their purpose or their documentation.
- unauthorized modification of the PIXYL Solution by the Customer or by a third party;
- Failure by the Customer to meet its obligations under these GTCS;
- PACS operation modification making the Application inoperative;
- Electronic communication network failure;
- voluntary act of vandalism, malicious intent, sabotage;
- deterioration due to force majeure or misuse of the Services.

ARTICLE 13 – PROGRESSIVE MAINTENANCE

Progressive Maintenance aims to update the PIXYL Solution and its Technical Documentation and / or the provide the Customer with a new, improved edition in terms of its existing features, excluding any other provision of a specific development.

The Customer thus automatically and rightfully benefits from the updates and functional evolutions of the Services. The corrections and evolutions of the Services are expressly subject to the provisions of these GTCS.

Interventions relating to this service may render the service temporarily unavailable, as specified in Article 6.5 - ("Solution Access"). They are carried out when available after a notice period and only in the time slot defined in Appendix C ("Availability"). PIXYL guarantees that upgrades and new versions of the PIXYL Solution will not cause any regression of the Services in terms of performance and functionality.

PIXYL sets the content and the pace of new edition releases and offers them to the Customer within the framework of this Contract.

ARTICLE 14 – TECHNICAL ASSISTANCE

Customer requests will be replied to by PIXYL after PIXYL notification and in accordance with the terms defined in Appendix C.

ARTICLE 15 – DATA PROCESSING

The processing of personal Data relating to the Customer's employees, managers or representatives is processed under the conditions set out in Appendix E of these GTCS.

ARTICLE 16 – FINANCIAL CONDITIONS

In the event that the commercial proposal emanates from a third-party vendor of services performed by PIXYL, the financial conditions provided in such commercial proposal or provided in its general conditions shall prevail over these financial conditions.

16.1 – PRICE

Access to the Services does not include the cost of telecommunications or Internet access costs to access and use the Services, which remain the Customer's responsibility.

The price may be revised under the conditions set forth in Article 16.4 - ("Price revision").

The Services' price components are indicated in euros and are tax inclusive and expense-exclusive. The prices include the applicable VAT rate on the day of invoicing. The billing address is the address of the Customer's registered office. The following services are excluded from the fee and are invoiced separately:
- training services,
- technical assistance services,
- and more generally all services not included in the SaaS offer.

Lastly, PIXYL reserves the right to carry out promotional offers which will not be considered equivalent to the price.

16.2 – PAYMENT TERMS

Notwithstanding the engagement period, the Services are invoiced according to the periodicity specified in the article 16.1- and in accordance with the financial conditions set out above. In the event access to the PIXYL Solution begins during the month, the invoicing will be carried out in accordance with the prorata temporis principle for the said month or year.

Unless otherwise stipulated in the special conditions of service or in the commercial proposal, PIXYL invoices are payable upon issuance of the invoice, by direct debit. The monthly contract amount will be debited upon invoicing. Acceptance of the direct debit by the Customer will be made by documenting its IBAN number on the PIXYL partner site. By signing this document, the Customer explicitly authorizes PIXYL or its partner to execute the said direct debits under SEPA mandate within the legal framework, and declares it will ensure sufficient funds on the account for payment.

16.3 – NON-PAYMENT

Notwithstanding any potential damages, failure by the Customer to pay an invoice on its due date will automatically result in:

- the application of a late payment interest fee equal to three (3) times the legal interest rate, without prior notice and as of the first day of delay;
- additional bank and management fees amounting to forty (40) € excluding tax per reminder (collection follow-up, reminder letters and telephone charges, representation of direct debit rejections);
- Interruption of access to the Services within seven (7) days of PIXYL sending an unanswered e-mail, until full payment of the amounts due;
- automatic termination of the Contract within fifteen (15) days of PIXYL sending a formal notice by recorded delivery with acknowledgement of receipt which has remained ineffective.

16.4 –   PRICE REVISION

PIXYL reserves the right to modify its rates on the renewal date of the Contract. Customers will be informed of such rate changes by any means. The new rates will come into effect upon completion of the ongoing period, upon renewal, as provided in Article 5 - ("Duration-Renewals").

PIXYL reserves the right to apply, without delay, any new tax or any increase in the rate of existing taxes.

ARTICLE 17 –   COLLABORATION OBLIGATION

The Parties commit to collaborate loyally for the execution of this Contract. They shall therefore inform each other, as early as possible, of any element likely to have a direct or indirect influence on its execution.

ARTICLE 18 –   TERMINATION
18.1 –   TERMINATION BY THE CUSTOMER

To terminate this Contract, the Customer must send PIXYL a recorded delivery letter with acknowledgment of receipt notifying its wish to terminate the Contract at least fifteen (15) days before the end of the trial period, the initial duration or the renewal period in progress. PIXYL will notify the Customer of the termination of the Contract by ordinary letter or by e-mail. In the event of termination, the Customer will automatically cease to have access to the PIXYL Solution and the Services.

18.2 –   TERMINATION BY PIXYL

In the event of a breach by the Customer of one of its contractual obligations and in particular in the event of non-payment of the Contract, the Contract may be automatically terminated by PIXYL fifteen (15) days after sending an e-mail which has remained unanswered. Such e-mail, which will constitute a formal notice, will indicate the noted breaches.

ARTICLE 19 –   LIABILITY

Given the nature of this service Contract, PIXYL's obligation will be an obligation of means; the proof of breach will be the Customer's responsibility.

19.1 –   GENERAL LIMITATION OF LIABILITY

PIXYL excludes any liability in any capacity for indirect or unforeseeable damage to the Customer or third parties, such as loss of profit, commercial or financial loss, file or Data inaccuracy or corruption, loss of turnover or profit, loss of customers, loss of chance, cost of obtaining a substitute product, service or technology, related to or arising from the non-performance or faulty performance of the services, consequences of third party claims or losses originating or resulting from this Contract, even if PIXYL had been previously notified thereof, as well as damage caused to persons or property outside the scope of the Contract.

PIXYL excludes liability for damages caused to the Customer resulting from abnormal or fraudulent use of the PIXYL Solution by the Customer. Moreover, PIXYL may not be held liable for the accidental destruction of the Data by the Customer.

In any case, in the event the liability of PIXYL should be retained, the total amount of compensation that PIXYL could be required to pay to the Customer may not exceed the amount actually received by PIXYL under this Contract on the date of occurrence of the event generating such liability, per day of interruption, based on the average consumption of the past 6 months, regardless of the legal grounds of the claim and the procedure used to bring it to a conclusion.

19.2 –   FORCE MAJEURE

PIXYL will not be liable for any damage in the event of harm caused by an interruption or a decrease in service of the telecommunications operator, electricity supplier or in the event of force majeure.

In the case of events representing force majeure as defined in Article 1218 of the French Civil Code, PIXYL will notify the Customer in writing, including by fax or e-mail, within seventy-two (72) hours of the date of occurrence of the said events; this Contract binding PIXYL and the Customer will then be automatically suspended without compensation, as from the date of the occurrence of the event.

If the event lasts more than thirty (30) days as from the date of its occurrence, this Contract may be terminated by the most diligent party, without either party having the right to claim damages or compensation of any kind.

Such termination shall take effect on the date of first presentation of the recorded delivery letter with acknowledgement of receipt terminating the Contract.

ARTICLE 20 –   SUBCONTRACTING

PIXYL reserves the right to freely subcontract all or part of the services for which it is responsible under this Contract.

ARTICLE 21 –   USE OF REFERENCES

Unless expressly prohibited by the Customer within a period of one month from the acceptance of these GTCS, the Customer authorizes PIXYL to publicly state, as a commercial reference, both the name of the Customer and the nature of the services provided by PIXYL.

Moreover, PIXYL will be authorized to make public mention of the services provided, to describe and publish the quality of the services provided by PIXYL, the reasons which motivated the Customer to choose PIXYL, as well as the benefits the Customer has gained.

ARTICLE 22 –   CONFIDENTIALITY

Each of the Parties commits (i) to keep all the information which it receives from the other Party confidential, and in particular (ii)

not to reveal the confidential information of the other Party to an unspecified third party, other than employees or agents needing to know it; and (iii) to use the confidential information of the other Party only for the purpose of exercising its rights and fulfilling its obligations under the terms of the present GTCS.

Notwithstanding the foregoing, neither Party shall have any obligation with respect to any information that (i) has or would become public knowledge through no fault of the receiving Party, (ii) is independently developed by the receiving Party, (iii) is known by the receiving Party prior to disclosure by the other Party, or (iv) is legitimately received from a third party not subject to any confidentiality obligation, or (v) is required to be disclosed by law or court order (in which case it shall be disclosed only to the extent required and upon written notice to the disclosing Party). The obligations of the Parties with respect to the Confidential Information shall continue for the duration of the Contract and for so long after its termination as the information concerned remains confidential to the disclosing Party and, in any event, for a period of 20 years after termination of the Contract. Each of the Parties shall return all copies of documents and media containing the other Party's confidential information upon termination of the Contract, whatever the cause of such termination. The Parties also undertake to ensure compliance with these provisions by their staff and by any employee or third party who may intervene in any capacity whatsoever in the context of the Contract.

ARTICLE 23 –   GENERAL PROVISIONS

23.1 –   INSURANCE

PIXYL and the Customer undertake to be insured by a solvent insurance company for all the financial consequences of their civil liability, professional exploitation, tort liability due to bodily, material and immaterial damage caused to the other Party or to any third party by their collaborators within the scope of the Contract execution. In this respect, they undertake to pay all premiums so that the beneficiary may enforce its rights. The insurance shall remain valid until expiration of this Contract. The Parties undertake to be in a position to prove such insurance upon first request.

23.2 –   AGREEMENT ON PROOF

PIXYL and the Customer recognize that proof of the tasks, exchanges and notifications which take place between them for the purpose of Contract execution result from PIXYL's information system and from the Services. To this end, the Customer acknowledges and accepts that the computerized registers stored on PIXYL's servers, or within its information system, under reasonable security and integrity conditions, will be irrefutably considered proof of the tasks, exchanges and notifications that occur for the purposes of Contract execution.

Consequently, except in the case of PIXYL's manifest and proven error, the Customer may not contest the admissibility, validity or probative force of the elements in electronic format or electronic medium mentioned above, on the basis of any legal provision whatsoever which would specify that certain documents must be written or signed to constitute proof.

Thus, the considered elements constitute evidence and, if they are produced as means of proof by the PIXYL in any litigation or other procedure, will be admissible, valid and opposable in the same way, under the same conditions and with the same probative force as any document which would be established, received or stored in writing.

23.3 –   TITLES

In the event of any interpretation difficulties between any of the titles appearing above the articles and the articles themselves, the titles shall be declared non-existent.

23.4 –   WAIVER
The fact that either Party does not request the application of any clause of these GTCS or agrees to its non-execution, whether permanently or temporarily, shall not be interpreted as a waiver by that Party of its rights arising from the said clause.

23.5 –   SEVERABILITY OF CLAUSES

The invalidity, lapse, lack of binding force or unenforceability of any or all of the provisions of these GTCS shall not entail the invalidity, lapse, lack of binding force or unenforceability of any of the other provisions, which shall retain all their effects. However, the Parties may, by mutual agreement, agree to replace the invalidated provision(s) with a valid provision having the same or similar economic impact as the invalid provision.

23.6 –   DOMICILIATION

For the performance of the Contract and its consequences, the Parties shall each choose their respective registered offices as their legal seat. Any change in the registered office or address of one of the Parties shall not be binding on the other Party until eight calendar days after it has been duly notified.

23.7 –   APPLICABLE LAW

These GTCS are subject to French law.

23.8 –   JURISDICTION

In the event of a dispute and after failure to achieve amicable resolution, jurisdiction is expressly attributed to the Commercial Court of Paris, notwithstanding multiple defendants or warranty claims, even for urgent or protective proceedings, summary proceedings or on petition.

23.9 –   APPENDED DOCUMENTS

By express agreement, all documents attached to this Contract are an integral part of it and form, with the Contract, an indivisible whole in the minds of the Parties. The contractual documents are, in decreasing order of priority:
- the Contract and its amendments ;
- its appendices.

In the event of any contradiction between the various documents, the higher-level document shall prevail with respect to the obligation in question.

The schedules that are an integral part of the Contract are as follows:
- Appendix A: Description of PIXYL Solution and Services;
- Appendix B: Hardware and network requirements;
- Appendix C: Service level;
- Appendix D: Security and data protection;
- Appendix E: Processing of personal data relating to employees, managers or representatives of the customer;
- Appendix F: End User License.

APPENDIX A

HARDWARE AND NETWORK REQUIREMENTS

DESCRIPTION OF THE PIXYL SOLUTION AND SERVICES

Here are the minimum requirements of the virtual machine that Pixyl needs for the installation of all the integration components:

The PIXYL solution and Services description below is deemed complete.

- CPU: 2 CPU+;
- Memory: 4GB+;
- HDD: 128GB+;
- OS: Ubuntu Server 16.04 LTS and above.

The Customer has received a presentation of the various functionalities of the PIXYL Solution from PIXYL or a third-party vendor of the services provided by PIXYL, and acknowledges its receipt of all necessary information enabling it to assess the suitability of the software services of the PIXYL Solution for its needs.

To enable the communication between the VM and the PACS, the TCP port 4242 (or any other port needed by the PACS) is required to be open permanently. This port must only be open to the PACS.

PIXYL provides its Customers with a software solution, Pixyl.Neuro, allowing the extraction of information contained in brain MRI (Magnetic Resonance Imaging). This solution enables localization, identification and quantification of several types of brain lesions related to neurodegenerative and neuroinflammatory pathologies, from MRI sequences.

For installation and support purposes:

- Pixyl should have admin rights to install software on the OS.
- Internet access to https://alpha.pixyl.io (beta test phase) and https://neuro.pixyl.io (production), port 443. It is needed to connect to Pixyl Cloud securely and it should be open permanently.
- If the OS is Ubuntu, TCP:22 should be open. This is required during the installation and technical support, but could be closed during other times.
- Logs.datadoghq.eu, TCP:443 outbound should be open. This is required for real-time monitoring.

The Pixyl.Neuro software suite automatically provides the location, number and volume measurement of lesions, structures and brain tissue, as well as their monitoring over time (longitudinal follow-up).

Imaging data are pseudonymized locally, then sent to the PIXYL servers in DICOM format. The analysis is performed on PIXYL servers, located in the cloud. Two types of results are generated: an analysis report including a quality control of the images, and annotated images. These results are transferred to the patient's imaging file.

For cybersecurity reasons, Pixyl strongly recommends setting up an antivirus, a firewall and/or any other tool to enforce the security on the virtual machine. Additionally, the access must be restricted to authenticated users only.

The integration of PIXYL with the PACS is designed to be totally transparent to the end user.

Updates

Updates of the PIXYL Solution are free and automatic. They allow users to benefit from the latest corrections and features.

APPENDIX C
SERVICE LEVEL

This Service Level Appendix is intended to specify the levels of service and performance of the PIXYL Solution.

These Service Level commitments do not apply to operational or availability problems:

a) which are caused by Customer or third-party hardware or software;

b) which are due to actions or inactions of the Customer or third parties;

c) which occur during planned unavailability periods.

Therefore, PIXYL commits to respect the following, which guarantee the service quality, specifically:

Assistance
Support services are provided from Monday through Friday, except on French public holidays, from 10am to 12pm and from 2pm to 5pm. Outside these hours, PIXYL does not provide support. Messages received outside of these hours will be taken into account at 10:30 on the next business day. The Customer may contact technical support:
- Either by phone at: +33 (0)9 72 63 30 68
- Or by email at: support@pixyl.ai

Availability
PIXYL undertakes to put effective control measures in place to provide reasonable assurance that the Customer can access and use the PIXYL Solution at the times specified in the Contract. PIXYL is committed to providing service levels in accordance with the expectations of Customers, as follows:

- Total annual availability outside of planned unavailability: 80% per month;
- Daily Service interruptions: Maximum 15 minutes, scheduled daily at 8pm;
- Scheduled Service interruptions: Maximum 6 business hours, scheduled at least 48 hours in advance (excluding daily interruptions);
- Number of scheduled global service interruptions: Maximum once per month (excluding daily interruptions);
- Scheduled unavailability for progressive Maintenance: every night from 8pm to 7am and all day Sunday, Paris time;
- Planned unavailability for corrective Maintenance: as required.

The percentage of availability does not take into account interruptions due to force majeure, breakdowns for which EDF is responsible and communication system interruptions.

Request receipt and registration

Requests made by the Customer are received by user support:
- Either by telephone at the following number: +33 (0)9 72 63 30 68 ;
- Or by e-mail at support@pixyl.ai

In the event of anomaly reporting by phone, such reports must then be confirmed by email without delay, at support@pixyl.ai.

User support will provide an initial response by email or instant messaging within a period of time specified below under the term "Support Period" in order to:
- acknowledge receipt of the request;
- qualify the request under the conditions described below;
- provide an answer if possible;

- notify the Customer that a further investigation is necessary and request any additional information. In such case, only the Customer's response to the additional information request will set off the deadline for the provision of a correction.

User support will qualify the request as Assistance or Maintenance in accordance with the following classification:
- "**Assistance**": means any request for information or clarification on the use of the PIXYL Solution features.
- "**Maintenance**": refers to all operations aimed at addressing minor Incidents, major Incidents, blocking Incidents, technical Incidents.

In the event the Maintenance qualification is retained by the support team, it will proceed with the diagnosis of the anomaly and the precise qualification of the severity of the incident in accordance with the following classification:
- "**Minor incident**": means all incidents, errors, bugs that do not allow optimum use of the PIXYL Solution with respect to its technical Documentation, but which occurrence does not hinder use of the PIXYL Solution;
- "**Major incident**": means all incidents, errors, bugs that do not permit normal use of the PIXYL Solution with respect to its technical Documentation and which result in a degraded operation of one or more features of the PIXYL Solution;
- "**Blocking incident**": means any PIXYL Solution incident, error, bug, which makes it impossible to use one or more features of the PIXYL Solution described in the Technical Documentation;
- "**Technical incident**": refers to any incident, unrelated to the PIXYL Solution and pertaining exclusively to the responsibility of a third-party service provider (EDF, Internet access provider or PIXYL hosting company for example).

APPENDIX D
SECURITY AND DATA PROTECTION

Identification of images sent by the Customer to PIXYL

The Customer acknowledges and expressly accepts that the identification of Data processed by PIXYL within the framework of the Service is ensured only by the individual name of each file containing an image (number/code assigned by the Customer with no element permitting the direct or indirect identification of a physical person by PIXYL + date and time of receipt of each file by PIXYL).

Pseudonymization of Data transferred by the Customer to PIXYL

It is expressly agreed between the parties that the Data transferred by the Customer to PIXYL are raw image data, that PIXYL shall only analyze and process such data as technical digital data, and in no way as personal Data.

Before any image is sent to PIXYL servers, PIXYL's Application pseudonymizes any direct or indirect physical person identification data contained in the transferred original Data files.

In the event PIXYL identifies personal data included in the data transferred by the Customer to PIXYL, the Customer expressly authorizes PIXYL to alter the original digital file containing such data intended to be processed by the Service, so as to proceed with the pseudonymization of any data directly or indirectly identifying individuals.

PIXYL undertakes to process and store only strictly pseudonymized Data.

Such strictly pseudonymized Data may be freely used by the PIXYL for statistical purposes and to improve the PIXYL Solution.

PIXYL is responsible for Data security.

In its capacity as Service operator and as the subcontractor of Customer data processing, PIXYL is responsible for the security of such Data and undertakes to implement all security measures necessary to protect such Data, even Data of a non-personal nature, while taking into account the state of knowledge, the implementation costs and the nature, scope, context and purposes of the processing. The technical and organizational security measures put in place by PIXYL must, in all cases, take into account the state of the art. The detail of the security measures implemented by the hosting platform appears in the article titled "Technical and organizational security measure details".

Commitment to technically remedy Data breaches and to document them

In the event of a data breach that affects Customer Data, PIXYL undertakes (i) to take any appropriate Service technical correction measure as soon as possible to stop the identified breach, and (ii) to justify such measure in writing and without delay to the Customer.

PIXYL undertakes to document in writing any Data breach concerning all or part of the Customer's data, indicating (i) the facts concerning the identified breach, (ii) its effects and (iii) the technical measures actually taken by PIXYL to remedy any such breach.

Technical and organizational security measure details

PIXYL implements its own security measures, in addition to the measures provided by its hosting company:

I. communications to and from the Services are encrypted (HTTPS protocol);
II. access to the Services is protected by a login and password. The latter is saved in encrypted form;
III. saved data is encrypted.

The hosting service used by PIXYL within the framework of the Service is committed to providing a high level of data availability and security.

The contractual commitments and conditions of use are available online, by clicking on the links below:

I. Terms of use: https://cloud.google.com/terms/
II. Data processing and security: https://cloud.google.com/terms/data-processing-terms
III. Technical support: https://cloud.google.com/terms/tssg/
IV. European contractual clauses: https://cloud.google.com/terms/eu-model-contract-clause.
V. Pixyl uses the Hosting Platform services identified in the Special Conditions and whose terms of use are accessible via the HTTPS links below:
VI. Google Compute Engine: https://cloud.google.com/compute/sla
VII. Google Cloud Storage: https://cloud.google.com/storage/sla
VIII. Google Cloud SQL: https://cloud.google.com/sql/sla

APPENDIX E
PROCESSING OF PERSONAL DATA RELATING TO CUSTOMER EMPLOYEES, MANAGERS OR REPRESENTATIVES

In accordance with the requirements of EU Regulation No. 2016/679 "GDPR", PIXYL informs the Customer that PIXYL is responsible for processing personal contact data of the Customer's employees, managers or representatives (the "Users") that PIXYL collects directly from the Customer's Users in the course of the execution of this Contract, for the following purposes only:

     i.   Where applicable, processing necessary for the performance, verification, billing and payment of the Service between PIXYL and the Customer;

    ii.   processing necessary for the legitimate interest of securing PIXYL's information system;

    iii.   processing necessary for the purposes of pursuing PIXYL's legitimate interests in prospecting for its other products or services with a free and immediate unsubscribe link integrated into each electronic mailing sent by PIXYL to Users. PIXYL does not profile the personal data of the Customer's Users.

PIXYL stores Users' personal data for the time necessary to execute this Contract and, beyond that, for the time necessary to exercise any legal action that may be brought between the parties in connection with the execution of the Contract. At the end of the legal statute of limitations period in France, Users' personal data necessary for the execution of the Contract will be deleted from PIXYL's databases.

Each User has the right to access and rectify their personal data processed by PIXYL in the performance of the Service by sending an email to gdpr@pixyl.io. PIXYL undertakes to respond by email to each Collaborator within thirty (30) days of receipt of the request by PIXYL. In the absence of a response from PIXYL within this period, the Collaborator would be entitled to refer the matter to the C.N.I.L. to dispute such failure to respond.

It is the Customer's responsibility to inform each of its Users of the rights offered by PIXYL under the GDPR, in particular by writing to gdpr@pixyl.io.

Any potential subcontracting by PIXYL of its Customer's Users database technical management will be subject to a written agreement between PIXYL and its subcontractor; PIXYL undertakes to ensure that the subcontracting service provider strictly complies with the provisions of the Contract and guarantees the security and confidentiality of personal data entrusted to it by PIXYL.

This agreement is concluded between you, a natural or legal person (hereinafter referred to as "Customer") and PIXYL (hereinafter referred to as "PIXYL") in the context of the provision of the PIXYL Solution as provided in the Contract.

IMPORTANT WARNING

BY INSTALLING OR USING THE PIXYL.NEURO SOFTWARE, THE LICENSEE WHO HAS SUBSCRIBED TO THIS SOFTWARE LICENSE AGREES TO BE BOUND BY THIS AGREEMENT AND TO BECOME A PARTY TO IT.

1. DEFINITIONS

"**Software**": means the PIXYL.NEURO Software published by PIXYL in its initial and subsequent versions, and the documentation provided to the user in digital form. The Software is not provided with any training, support or handholding.

"**License**": means the rights contained herein, namely a right of use, excluding any other right, for the benefit of the user.

"**Customer**": means the company or person to whom PIXYL or the supplier of the material containing the Software has invoiced the License to use the Software.

2. LICENCE

In consideration of the Customer's commitment to comply with the terms of this License Agreement, PIXYL grants the user a non-exclusive and non-transferable license to use the Software only on its PACS or medical imaging acquisition console. It is also agreed that the license to the Software granted to the Customer is non-transferable. The Customer may not use the Software on a network server or on more than one PACS at the same time. This License does not grant the Customer any copyright or other rights in any patents, trade secrets, trade names and trademarks (whether registered or unregistered), or any other rights, functions or licenses in the Software.

PIXYL reserves the right to correct, adapt, amend, translate and interoperate with any other computer programs or systems.

3. RESTRICTIONS

Except as expressly authorized in this License Agreement or another agreement between the Customer and PIXYL, the Customer may not:

- disassemble, adapt, translate, decompile, or even integrate the Software with other programs or create derivative works thereof, without PIXYL's prior written express consent.
- grant sub-licenses or assign this license.
- make the Software (directly or indirectly) available in any way, by installation on a network or file server, by uploading or by any other means of electronic transmission;
- rent, lease or include the use of the Software or its documentation in a management contract;
- remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels from the Software;
- make the Software and its documentation available to third parties.

4. TERM

This License is effective upon installation on Customer's PACS.

This License Agreement shall remain in effect until terminated:

- by PIXYL as a result of a breach of this License Agreement or the Contract by the Customer, which agrees, if necessary, to destroy any copies of the Software,
- by the Customer following termination of the Contract, for any reason whatsoever.

5. BACKUP COPY

No right to copy the Software is granted to the Customer, other than for its internal backup requirements in one copy only, to be stored, without being usable simultaneously with the original.

6. MAINTENANCE

It is understood and agreed that PIXYL is under no obligation to provide maintenance services, update services, hidden defect notices or defect corrections for the Software.

7. PROPERTY

The Customer acknowledges that the Software is and will remain at all times the property of PIXYL. The Customer will have no other right, title or interest in the Software other than the rights expressly granted in this Agreement.

8. WARRANTY - LIABILITY

8.1. Due to the particular technicality of the computer field, no absolute guarantee can be provided, therefore the Software is delivered "as is" without any other express or implied guarantee or condition.

8.2. To this end, the Customer acknowledges that it has received from PIXYL all the information necessary to enable it to take the necessary precautions for use of the Software. In particular, the Customer acknowledges having ensured that it, its staff and/or its collaborators have had the level of training and quality required to use the Software.

8.3. The use and management of the Software are the sole responsibility of the Customer. The Customer will be solely responsible for the use that will be made of the material containing the Software, as well as compliance of such use with all applicable legislation, particularly with regard to the safety of goods and persons.

8.4. Within the limits of applicable legislation, it is understood and agreed that the liability of PIXYL, whether under this agreement, for any loss, warranty or negligence, is limited to the refund of the price amounts paid by the Customer and that in any case, PIXYL may not be made liable for special, indirect or consequential damages or for loss of customers, turnover, profit, savings or competitiveness.

8.5. This disclaimer of liability is an essential part of this license. No right to use the Software shall be granted without Customer's acceptance of this disclaimer of liability.

9. INFRINGEMENT

9.1. Notwithstanding the provisions of Article 8, PIXYL holds the Customer harmless against any action for infringement of a French patent or author right with respect to the Software, provided that the Customer has notified PIXYL of the existence of such an action, in writing and at the earliest possible time. The Customer shall also allow PIXYL to defend or settle such action and collaborate in such defense or settlement by providing any element, information or assistance useful for the conduct of such action.

9.2. If a court decision prohibits the Customer from using the Software, or if PIXYL considers that such a court ruling is likely, PIXYL may:

- obtain the right for the Customer to continue to use the Software;
- replace or alter the Software in such a way as to render it non-infringing;
- or terminate the right to use the infringing Software, in return for the related fee paid by the Customer, minus a reasonable amount due for the period during which the Customer was able to use the Software.

9.3. In any event, if a pecuniary condemnation of the Customer were to be pronounced, the amount due by PIXYL may not exceed the amount of the royalty paid by the Customer for the infringing Software.

10. NON-WAIVER - NULLITY

The fact that one of the Parties does not invoke a breach by the other Party, or any obligation referred to herein, shall not be interpreted as a waiver of the obligation in question in the future.
If one or more of the stipulations herein are held to be invalid or declared as such pursuant to a law, a regulation or as a result of a final ruling of a competent court, the other stipulations shall retain all their force and scope.

11. APPLICABLE LAW AND LITIGATION

This License Agreement is governed by French law, and any dispute that cannot be resolved by settlement will be brought before the competent courts of Paris (FRANCE).