

QUOTE



Quote Number 12659
Customer ID C1876

Expiration Date 9/30/2022

INSKOPIX, INC.
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Ship To Istituto di Neuroscienze CNR – sede di Milano-
Università di Milano Bicocca
Ed.U28 III°piano - Via Raoul Follereau, 3 –
20854 Vedano al Lambro (MB)
Italy

Note: Please do not fax purchase orders. Email all POs to orders@inscopix.com.

Bill To Istituto di Neuroscienze CNR – sede di Milano-
Università di Milano Bicocca
Ed.U28 III°piano - Via Raoul Follereau, 3 –
20854 Vedano al Lambro (MB)
ITALY

Quantity	Product Code	Product	Description	List Price	Discount	Total Price
1.00	1000-006120	Inscopix Commutator Base	A commutator system to transfer high-speed video and signal and to minimize cable entanglement. (Must be purchased with Inscopix Commutator Application Module 1000-006121)	\$7,000.00	\$1,000.00	\$6,000.00

Total Discount \$1,000.00*
Grand Total \$6,000.00

This special discount is valid until the 30th of September 2022.

Delivery terms: Items to be delivered within eight (8) weeks of receipt of Purchase Order.

Payment terms: Inscopix to submit invoice upon delivery of items.
Due NET 30.

See next pages for full terms and conditions.

Quotation Prepared By

Created By Fabrizio Sitzia
Sales Rep Fabrizio Sitzia
Sales Rep Email fsitzia@inscopix.com
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Inscopix Terms and Conditions of Sale

Inscopix, Inc. Terms and Conditions of Sale

THESE TERMS AND CONDITIONS OF SALE (THESE "T&C") APPLY TO ALL QUOTATIONS, PURCHASE ORDERS, ACKNOWLEDGMENTS, INVOICES, AND OFFERS FOR PRODUCTS AND SERVICES (AS DEFINED BELOW) ISSUED BY AND ACCEPTED BY INSCOPIX, INC. ("IPX"). IPX'S ACCEPTANCE OF ANY BUYER ("BUYER") PURCHASE ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THESE T&C. IPX WILL NOT BE BOUND BY ANY TERMS OF BUYER'S PURCHASE ORDER THAT ARE INCONSISTENT WITH THE TERMS HEREIN. THESE TERMS MAY ONLY BE AMENDED BY A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IPX. NEITHER IPX'S COMMENCEMENT OF PERFORMANCE NOR DELIVERY WILL BE DEEMED OR CONSTRUED AS ACCEPTANCE OF BUYER'S ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS. IPX RESERVES THE RIGHT TO REJECT ANY ORDER TO OR TO CANCEL ANY ORDER PREVIOUSLY ACCEPTED IF IPX DETERMINES THAT THE BUYER IS IN BREACH OF ANY TERM OR CONDITION HEREIN.

1. General. These T&C govern the sale and license to Buyer of equipment, accessories, software, consumables, and any other products ("Products") and all related services ("Services") from IPX. Except as otherwise provided in these T&C, in the event of an inconsistency between these T&C and any other agreement signed by authorized representatives of both parties, the terms set forth in these T&C shall govern. **2. Order.** All orders for Products and related Services shall be made by written purchase order. All purchase orders will reference these T&C. No order shall be binding upon IPX until accepted by IPX

in writing, and IPX shall have no liability to Buyer with respect to purchase orders that are not accepted. Buyer shall submit purchase orders to IPX in accordance with IPX's then current lead times.

3. **Prices and Taxes.** (a) Unless otherwise stated in writing by IPX, all prices quoted expire thirty (30) days after the date of quotation. All quotations will be subject to these T&C. (b) Unless otherwise stated in writing by IPX, all prices quoted will be exclusive of transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem) and similar taxes, customs, duties, tariffs, brokerage, or charges hereafter claimed or imposed by any governmental authority upon the sale of Product. Buyer agrees to pay all taxes, fees, or charges of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Buyer and IPX, in addition to the prices quoted or invoiced. If IPX is required to collect the foregoing, such amounts will appear as separate items on IPX's invoice and paid by Buyer within thirty (30) days unless Buyer provides IPX with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. **Delivery.** (a) Delivery will be made F.C.A. IPX's place of shipment. (b) Title to the goods will pass to Buyer upon IPX's tender of delivery of the goods to the carrier, and upon that delivery, Buyer will be responsible for and bear the entire risk of loss or damage to the goods.

5. **Shipment.** Shipment and delivery dates are estimates only, and in no event will IPX be liable for any delay in delivery or assume any liability in connection with shipment. Buyer shall be responsible and pay for any customs, duties, brokerage, tariffs or charges hereafter claimed or imposed by any governmental authority upon the sale of Product. In the absence of specific shipping instructions, Products will be packed in IPX's standard shipping packages and shipped via carrier selected by IPX. Unless otherwise stated in writing by IPX, Buyer shall pay all freight, insurance, and other shipping expenses.

6. **Acceptance of Products.** Buyer shall accept or reject Products within five (5) days after receipt for failure to substantially conform to IPX's published specifications. If Buyer fails to notify IPX in writing of its rejection and reasons therefore within such period, Buyer will be conclusively deemed to have irrevocably accepted the Products, except as set forth in Section 9 below.

7. **Substitutions and Modifications.** IPX will have the right to make substitutions and modifications in the specifications of Products and Services sold by IPX, provided that such substitutions or modifications will not materially affect overall Product performance.

8. **Payment.** Buyer will be invoiced at the time of shipment of each Product. Buyer shall make payment in full within thirty (30) days of the date of the invoice. Late payments will incur a charge of interest at the rate of one and one-half percent (1.5%) per month, or the maximum allowed by law, whichever is less. Further shipment of Products may be declined without advance notice if Buyer fails to make any payment when due, or if the financial condition of Buyer becomes unsatisfactory to IPX. IPX may elect to retain a security interest in all Products sold to Buyer to secure all of Buyer's obligations to IPX under these T&C, and Buyer will execute any documents necessary to create and perfect this interest. Sales by IPX shipped outside the U.S. may require payment on an irrevocable letter of credit reasonably acceptable to IPX.

9. **Limited Warranty.** The following limited warranties set forth IPX's sole liability and Buyer's exclusive remedy for Products delivered by IPX that fail to conform to the limited warranties set forth in this Section 9; provided these warranties shall only apply to the extent Buyer uses the Products in accordance with IPX's user manuals. The limited warranties set forth in this Section 9 are personal to the Buyer and may not be transferred or assigned to a third-party. IPX will make the final determination as to the existence and cause of any alleged defect. IPX makes no warranty with respect to custom equipment or consumables or other goods or services produced to Buyer's specifications except as specifically stated in writing by IPX in the contract for such custom goods or services. IPX is not responsible for any costs or expenses incurred by Buyer due to downtime. At any time, IPX may stop providing and supporting the Products and will use commercially reasonable efforts to communicate such events in advance. This warranty applies only to Buyer and not third parties. The limited warranties set forth in this Section 9 may be modified or amended only by a written instrument that is signed by duly authorized officers of IPX and Buyer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 9, IPX AND ITS SUPPLIERS MAKE NO WARRANTIES, AND HEREBY DISCLAIM ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE

(a) **For Equipment:** IPX warrants that the Product(s) will be free from defects in material and workmanship and will substantially conform to IPX's published specifications for such Product(s) for a period of 1 year from the date of delivery to Buyer, unless otherwise agreed to in writing by IPX. Buyer must notify IPX promptly in writing upon discovery of any defect in the Product(s). IPX's sole liability and Buyer's exclusive remedy for Product(s) that fail to conform to this limited warranty is limited to repair or replacement of such nonconforming Products at IPX's sole option and election. Return of nonconforming Products must be made according to IPX's then-current Return Materials Authorization (RMA) policies, available by contacting support@inscopix.com.

(b) IPX is under no obligation to accept, inspect, replace, or repair shipments that do not have a RMA number, and Buyer shall bear all expenses thereof. Products or parts that have been subject by Buyer to unusual physical or electrical stress, abuse, misuse, accident, alteration, neglect, modification, use under improper protocol or operating conditions, failure to provide suitable storage, unauthorized repair or installation, or use of the Product for a purpose or in a manner other than that for which they were designed are not covered by the warranty set forth in this Section.

(c) **For Software not Including Third Party Software:** If IPX has provided Software to Buyer at no charge, IPX makes no warranties of any kind to Buyer. If Buyer has been charged fees by IPX for the Software, and has paid such fees in full, IPX warrants that the Software will perform substantially in accordance with the documentation accompanying the Software for a period of 90 days after receipt by Buyer, provided that IPX's entire liability and Buyer's exclusive remedy for breach of this warranty shall be, at IPX's option, either (i) repair or replacement of the Software that does not meet the warranty set forth herein or (ii) refund of the license fee paid by Customer. Such Software limited warranty shall be void if failure of the Software has resulted from any unusual physical or electrical stress, abuse, misuse, accident, alteration, neglect, modification, use under improper protocol or operating conditions, failure to provide suitable storage, unauthorized repair or installation, or use of the Product for a purpose or in a manner other than that for which they were designed by Buyer. Any replacement Software provided to Buyer under this section will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

(d) **For Consumables:** If IPX determines a consumable is defective, independent of user error, IPX shall replace such consumable on a 1:1, like-kind basis at no cost to Buyer or at IPX'S discretion, as a credit for future purchases, provided that such consumables were used by Buyer prior to the applicable expiration date, or if there is no expiration date, within three (3) months of receipt date with appropriate detail. If the cause of the failure was due to an IPX instrument malfunction, a replacement will be granted only during the instrument warranty period or if the instrument warranty period or if the instrument is under an instrument service contract, pursuant to the T&C then in effect.

(e) **Returns and exchanges:** IPX has a no return/exchange policy for all products unless the product is deemed defective.

(f) **Third Party Goods:** IPX does not provide any warranty with respect to any third party's instruments, consumables or software. Third party goods are goods labeled or branded with a third party's name. If the product is within the warranty period, returned properly by the Buyer and Inscopix elects to repair it then Inscopix will use its best efforts to repair Buyer's product within 10 days of receipts.

10. **Software.** This Section 10 only applies in the event the applicable quotation, purchase order, acknowledgement, invoice, offer, or agreement setting forth the specific Products and Services explicitly sets forth that IPX will be providing Buyer with software owned by IPX ("Software").

11. **General.** IPX hereby grants to Buyer a limited, non-exclusive, non-transferable license to use the Software and its related user documentation provided by IPX to Buyer only in object code form, in conjunction with the use of Products or data generated therefrom, and only in accordance with the written instructions provided by IPX for Buyer's internal research and development. Except as explicitly set forth herein, IPX retains all intellectual property rights in and to the Products (including the Software), and Buyer understands that no right or license to any patent, copyright, trade secret, or other intellectual property right owned or licensed by IPX is conveyed or implied by these T&C. The limited end user license granted hereunder is not transferable.

12. **Government Licensing.** The Software is deemed to be "commercial computer software" (and the documentation therein, "commercial computer software documentation") pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display, or disclosure of the Software by the United States Government shall be governed solely by the terms of these T&C.

13. **Third Party Software and Hardware.** The Products may include certain third party software components and/or hardware components provided under separate license terms ("3PC") as described in the Inscopix Software acknowledgements available at <https://www.inscopix.com/software-acknowledgements>. Buyer's use of 3PC in a manner consistent with these T&C is permitted; however Buyer may have additional rights under the license terms applicable to each 3PC, and nothing in these T&C is intended to limit such rights.

14. **Research Use Only.** For all Products not including the Software, IPX hereby grants Buyer a non-exclusive, non-transferable license (without the right to modify, reverse engineer,

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The burden for safe and ethical use and handling of all Products is entirely the responsibility of Buyer. 15. **Restrictions.** For all products not including Inscopix Data Processing Software, Buyer agrees not to: (a) resell, distribute or transfer any Products, directly or indirectly, to any third party for any purpose or use, except as otherwise approved by IPX in writing; (b) decompile, deconstruct, disassemble or make other attempts to reverse engineer any Products or Software, including deriving the source code for the Software; (c) adapt, modify, copy, reproduce, distribute, or prepare derivative works based on, any Product or Software without the express prior written consent of IPX; (d) merge the Software with other software or another program; (e) sublicense, lease, rent loan, or otherwise transfer the Software to any third party; (f) copy the Software for installation on or use with another product; or (g) provide a fee-for-service or other non-collaborative sample processing service to third parties using any Products (e.g., wherein the service provider offers standardized services for standardized fees to multiple third parties, the customer does not contribute scientifically to the services performed, and all rights to the results and discoveries derived therefrom are transferred to the customer). Buyer acknowledges that failure to comply with any restriction of use set forth herein will (i) constitute a breach of these T&C, (ii) invalidate any warranty provided herein and any applicable service agreement, and (iii) constitute a violation or infringement of IPX's and/or a third party's intellectual property rights. 16. **Pre-release Products.** If any Product is designated by IPX as a beta, technology access, early access, or other pre-commercial release version ("PRP"), then this Section 14 applies. To the extent that any provision in this Section 14 is in conflict with any other term or condition in these T&C, this Section 14 shall supersede such other term(s) and condition(s) with respect to the PRP, but only to the extent necessary to resolve the conflict. Buyer acknowledges that the PRP is a pre-release version, does not represent final product from IPX, and may contain defects, bugs, errors and other problems that could cause system or other failures, sample loss and data loss. CONSEQUENTLY, THE PRP IS PROVIDED TO BUYER "AS IS" AND IPX DISCLAIMS ALL WARRANTIES (INCLUDING THE LIMITED WARRANTY SET FORTH IN SECTION 9) AND ALL LIABILITY OBLIGATIONS TO BUYER OF ANY KIND. Buyer acknowledges that IPX has not promised or guaranteed to Buyer that PRP will be announced or made available to anyone in the future that IPX has no express or implied obligation to Buyer to announce or introduce the PRP and that IPX may elect not to introduce a product similar to or compatible with the PRP. Accordingly, Buyer acknowledges that any research or development that Buyer performs using the PRP or any product associated with the PRP is done entirely at Buyer's own risk. 17. **Product Improvements.** Except to the extent prohibited by applicable laws, Buyer shall promptly disclose any Product Improvements to IPX and hereby grants to IPX a non-exclusive, worldwide, fully sublicensable, fully paid-up, royalty-free, irrevocable, perpetual license to all Product Improvements for any purpose. For purposes of this Section, a "Product Improvement" shall mean any invention conceived or reduced to practice using a Product that relates to (a) design, manufacture, or packaging of any Product or component thereof; (b) manual or automated processes or techniques that may be used in connection with any Product; or (c) software analysis, extraction, bug reports, comments, suggestions, technical information, modifications, or storage of data generated using any Product. Product Improvements shall not include data generated using Products or discoveries derived therefrom (except as expressly set forth in (a) – (c) above). 18. **Work Product.** For purposes of these T&C, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, data, work in progress, Service deliverables, inventions, products, computer programs, software, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived, generated or developed by Company alone or with others in connection with the performance of the Services. Products manufactured by Company and sold to Buyer without having been designed, customized or modified for Buyer do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of Company. Buyer agrees to treat all Work Product as Company's Confidential Information as described above. 19. **Compliance with Laws; Indemnification.** Buyer shall comply with all applicable federal, state or local laws, rules, regulations in performing under these T&C and in storage and use of the Products. Buyer shall defend, indemnify, and hold harmless IPX and its officers, employees, agents and licensors from and against any liability, damage, loss, or expense (including reasonable attorneys' fees and expenses of litigation) in connection with any third party claims, suits, or proceedings arising out of or relating to (i) Buyer's breach of any of these T&C, (ii) Buyer's use of the Products and Software in any manner or for any purpose other than as stated on the Product label, these T&C, or as set forth in IPX's written instructions. 20. **Liability Limitation.** IPX SHALL HAVE NO LIABILITY TO BUYER FOR ANY LOSS OF USE OR PROFITS, PROCUREMENT OF SUBSTITUTE GOODS, OR ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND, WHETHER SUCH CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IPX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL IPX'S AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY BUYER TO IPX HEREUNDER. 21. **Export Controls.** Buyer agrees that it will not directly or indirectly export Products or Software (i) without the prior written consent of IPX or (ii) in violation of any United States export laws or regulations. 22. **Force Majeure.** IPX shall not be liable for any delay of delivery or other performance under these T&C if performance is rendered impracticable by the occurrence of any condition beyond its reasonable control. Events beyond IPX's reasonable controls shall include (without limitation) flood, fire, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, war, computer or other equipment failure, unusually severe weather, earthquake or other act of God, strike, power loss. In the event of any such delay or failure in performance, IPX shall have such additional time within which to perform its obligations hereunder as may be reasonably necessary under the circumstances and IPX shall have the right, to the extent necessary in its sole judgment, to apportion available Products fairly among its various customers. 23. **Assignment.** These T&C and Buyer's rights hereunder may not be transferred or assigned by Buyer EXPRESSLY, BY OPERATION OF LAW, OR OTHERWISE, without the prior written consent of IPX. Any TRANSFER OR assignment IN VIOLATION OF THIS SECTION IS null and void. 24. **Healthcare Law Compliance.** Buyer acknowledges and agrees that IPX may be required by applicable law and regulation ("Healthcare Laws") to disclose the existence of these T&C, the terms of these T&C including financial terms and the subject matter. 25. **Governing Law and Jurisdiction.** These T&C will be governed by and construed according to the laws of California, without regard to conflict of law provisions. The U.N. Convention on Contracts for the International Sale of Goods does not apply to these T&C. All disputes arising out of these T&C are subject to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California, and the parties hereby submit to the personal jurisdiction and venue of these courts. Buyer shall bring any action relating to these T&C within 1 year of the date the cause of action arose. 26. **Severability and Waiver.** In the event that any provision of these T&C or portion thereof is found to be illegal or unenforceable, these T&C will be construed without such unenforceable provision or portion. The waiver of any provision will not affect any other provision of these T&C. 27. **Entire Agreement.** THESE T&C CONSTITUTE THE ENTIRE AGREEMENT BETWEEN IPX AND BUYER AND SUPERSEDE ALL PREVIOUS NEGOTIATIONS, DISCUSSIONS AND UNDERSTANDINGS, BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. These T&C may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of these T&C by its express terms. Buyer hereby acknowledges that it has not entered into these T&C in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth herein. No modification of these T&C will be effective unless in a written instrument signed by both Buyer and Inscopix.

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