

BETWEEN:

Inserm Transfert SA, a limited company organized under the laws of France, whose registered headquarters are located at PariSanté Campus, 10 rue d'Oradour sur Glane, 75015 Paris, France, registered under the number 434 033 619 at the Paris Trade and Companies Registry,

Represented by Mrs. Pascale Augé in her capacity of Chairman of the Executive Management Board (Présidente du Directoire), duly authorized,

hereinafter referred to as "**Inserm Transfert**" or the "**Licensor**",

Inserm Transfert SA is acting in the names and on behalf of the French public entities that co-own the Software and the Patent:

Acting as delegatee of the French National Institute of Health and Medical Research (Institut National de la Santé et de la Recherche Médicale – hereinafter "Inserm"), a public scientific and technological institute, having its registered headquarters at 101 rue de Tolbiac, 75013 Paris, France, and

Acting in the names and on behalf of the following public entities for the purposes of this agreement:

- UNIVERSITE DE TOULOUSE, a scientific, cultural and professional French public establishment, having its registered office at 118 route de Narbonne, 31 062 Toulouse Cedex 9, France, No SIRET: 193 113 842 00010, NAF Code: 8542Z, (hereinafter "Université de Toulouse")
- CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE, an administrative French public establishment, having its registered office at 3 rue Michel-Ange 75016 PARIS France, N° SIRET: 180 089 013 04033, NAF Code: 7219Z, (hereinafter "CNRS")
- ETABLISSEMENT FRANÇAIS DU SANG, a French public administrative establishment, having its registered office at 20 avenue du Stade de France, 93210 SAINT-DENIS, France, No SIRET: 428 822 852 02140, NAF Code: 8690C, (hereinafter "EFS")

Inserm, Université de Toulouse, CNRS, EFS (hereinafter referred to as the "**Co-rights holders**").

AND

Any end-user - natural or legal person - using the software subject to this license within the strict frame of its academical / scientific researches, without any commercial objective,

hereinafter referred to as the "**Licensee**",

The Licensor and the Licensee are individually referred to as the "**Party**" and collectively referred to as the "**Parties**".

PREAMBLE

EMito-Metrix is a software designed for the automatic segmentation and morphometric analysis of mitochondria from transmission electron microscopy images, enabling rapid and quantitative assessment of their morphology and ultrastructure.

Inserm Transfert has been appointed to represent the Co-rights holders in their actions to protect the EMito-Metrix software and carry out the associated formalities.

Inserm Transfert has therefore registered, on behalf of the Co-rights holders, the patent associated with the device of which EMito-Metrix is a part.

On behalf of the Co-right holders, Inserm Transfert makes the EMito-Metrix software available to any user wishing to use it for strictly academic research purposes, without any commercial objectives or perspectives.

This license agreement is intended to govern the terms and conditions of the EMito-Metrix software license to which all users are subject, within the framework of the above-mentioned purposes. Any other use is strictly forbidden by the present license and requires a specific agreement with Inserm Transfert.

Any person intending to use the EMito-Metrix software must first read the present agreement.

Any downloading and/or use of the EMito-Metrix software acknowledges acceptance of and compliance with these license conditions.

ARTICLE 1 – DEFINITIONS

Unless the context clearly indicates otherwise, the terms starting with a capital letter are defined as follows, it being understood that words in plural may be understood in singular and vice versa.

- **"Agreement"**: the present document, governing the relationship between the Parties with regard to the Software. The Preamble is part of the Agreement.
- **"Code"**: Source code and/or Object code.
- **"Contribution(s)"**: any work made by a Licensee that includes or is based on the Software in a manner that permission of the Licensor is needed for use or disclosure of the such work.
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- use in projects and collaborative research with for-profit organizations,
- use in a product or as part of a product to be sold,

- use for developing, creating and marketing or improving a product or process for commercial and/or industrial purposes,
 - file a patent covering the Software in order to generate a revenue.
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- **"Object code" or the "Binary code"**: shall mean the binary files originating from the compilation of the Source Code.
 - **"Patent"**: patent application EP23307176.0 filed December 11th 2023, title: "METHOD FOR DETERMINING A BIOLOGICAL PARAMETER OF A SUBJECT AND ASSOCIATED METHODS AND DEVICES" and any foreign patent application corresponding thereto, and any divisional, additions, continuations, continuations in part, or re-examination application, and each patent that issues or reissues from any of these patent applications.
 - **"Software"**: the EMito-Metrix software, including the Object Code, the Source Code, any Code generated by deep-learning processing, the user interface, the graphical interface, the libraries and the related documentation ("**Documentation**").
 - **"Source Code"**: all the Software's instructions and program lines to which access is required so as to modify the Software.
 - **"Territory"**: worldwide.

ARTICLE 2 – PURPOSE

The purpose of this License is to set out the terms and conditions under which the Licensor grants any Licensee a License to use the Software, for performing Non-Commercial Research only.

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This may immediately and automatically terminate the Agreement, without prejudice to any damages and interest that may be claimed by the Licensor, as indemnification.

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The License enters into force when the Licensee downloads the Software.

The License shall terminate at the same time the copyrights related to the Software terminate.

However, in the event of a breach by the Licensee of its obligations herein described, the rights granted to the Licensee will automatically terminate. Termination shall not release the Parties from any obligations arising from this Agreement prior to the date of effectiveness of the termination.

Regardless of the reason of the termination of the Agreement, the Licensee shall erase the Software from all of its digital equipment immediately and cease to use it without delay.

Any obligation that, by its nature or by its identification, is intended to last beyond the termination of the Agreement, will survive its term.

ARTICLE 10. APPLICABLE LAW AND DISPUTE RESOLUTION

The License is governed by French law. Should a difficulty or dispute arise in connection with the License, the Parties agree to first seek an amicable solution between them.

If the Parties are unable to find an amicable solution within two (2) months as from the occurrence any dispute, and unless emergency proceedings are necessary, the disagreements or disputes shall be referred to the Paris Courts having jurisdiction, by the more diligent Party.

ARTICLE 11. MISCELLANEOUS

This Agreement constitute the complete understanding between the Parties regarding the Software.

All previous agreements between the Parties with regard to the Software are replaced by the present Agreement.

The titles of the articles of the Agreement are provided for convenience of reference only and shall not affect the interpretation of the Agreement.

Moreover, if individual provisions of the Agreement are ineffective, then this shall not affect the effectiveness of the remaining terms. However, the ineffective provision shall be deemed to be replaced by an effective provision, which is as close as possible to the commercially desired purpose of the ineffective provision; the same shall apply in the case of a gap.

ARTICLE 12. CONTACTS

For any question relating to the interpretation or execution of the Agreement or for any plan to use the Software in circumstances not covered by the Agreement, please contact: contrats_IT@inserm-transfert.fr, licensing@inserm-transfert.fr, jur@inserm-transfert.fr; propriete@inserm-transfert.fr

END OF TERMS AND CONDITIONS