

<b>GENERAL TERMS OF MAINTENANCE applicable from 21 October 2022</b>
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## ARTICLE 1 – PURPOSE

The purpose of these general terms of maintenance (the “**General terms of Maintenance**”) is to stipulate the terms under which **AXILUM ROBOTICS** provides its customer (the “**Customer**”), under the contract sealed directly or indirectly between **AXILUM ROBOTICS** and the Customer (the “**Order Form**”) with preventative or corrective maintenance services (“**Maintenance**”) for robots and their accessories to assist transcranial magnetic stimulation (the “**Equipment**”), as specified in the Order Form.

## ARTICLE 2 – TERMS

2.1. The Maintenance includes:

- preventative maintenance, which consists for **AXILUM ROBOTICS** in performing the maintenance and the verification of proper functioning of the Equipment according to the description annexed in Appendix 1;
- corrective maintenance, which consists for **AXILUM ROBOTICS** in ensuring the return to a fully functioning state of one or several pieces of Equipment pursuant to the Customer’s call in the event of an irregularity or breakdown.

2.2. The preventative maintenance is performed exclusively at the location where the Equipment stated on the Order Form is installed. It can be performed during corrective maintenance work.

2.3. The corrective maintenance is performed, according to the applicable choice:

- either at the location where the Equipment is installed;
- or in the premises indicated for this purpose by **AXILUM ROBOTICS**.

2.4. For Maintenance, **AXILUM ROBOTICS** employs all resources that should reasonably allow the Equipment on which the work is carried out to be restored to normal working order: workmanship, testing equipment, tools and, if necessary, the supply of new or equivalent spare parts, to replace any parts of the Equipment that may prove defective.

2.5. Certain products or parts of the Equipment are taken for Maintenance subject to reserves, in particular when the procurement leadtimes are not guaranteed by the manufacturer or importer, or when they are not widely distributed, making storage or provision impossible.

Under these terms, **AXILUM ROBOTICS** shall take the necessary action to maintain these products or this equipment as well as possible, but cannot be held liable for any delays or disruptions that may ensue.

2.6. A piece of Equipment becomes obsolescent for maintenance when the procurement channels of the manufacturers have become stocked out (termination of logistical support). **AXILUM ROBOTICS** cannot be obliged, in this case, to find spare parts if it does not have them itself.

## ARTICLE 3 – OBLIGATIONS OF THE CUSTOMER

While the General terms of Maintenance are in force, the Customer undertakes, at its expense, to:

3.1. Place the Equipment in a geographic, physical and technical environment complying with the regulations in effect and the instructions and specifications provided by **AXILUM ROBOTICS**, in particular regarding safety;

3.2. Remove, before the action of **AXILUM ROBOTICS**, any additional or connected equipment, sub-assemblies or components not on the Equipment list, should **AXILUM ROBOTICS** notify the Customer that the said addition or connection is prejudicial to the performance of the Maintenance;

3.3. Allow representative(s) of **AXILUM ROBOTICS** unrestricted access to the Equipment during the working hours chosen by the Customer, and ensure that all operations can be carried out in compliance with the standards and regulations in effect, especially in terms of safety and the physical, geographic and technical environment;

3.4. Ensure that at least one of its employees or agents is present during the execution of each Maintenance operation by the representative of **AXILUM ROBOTICS**;

3.5. Make available to the representative(s) of **AXILUM ROBOTICS** the resources necessary to allow it (them) to perform the Maintenance: contact with the relevant **AXILUM ROBOTICS** technical unit by means of a telephone and an Internet connection or a computer terminal, an electricity supply, etc.;

3.6. Ensure, prior to each Maintenance operation, that it has executed all the operations necessary for the protection and backup of the data recorded on the Equipment;

3.7. Not to allow repairs or operations, of any kind whatsoever, on the Equipment by a technical team other than that of **AXILUM ROBOTICS**.

## ARTICLE 4 – LIMITS OF THE MAINTENANCE

The following services do not fall within the scope of the Maintenance and are thus not performed within the framework of the General terms of Maintenance :

4.1. Repair of damage, losses, breakdowns or malfunction due to a geographic, physical or technical environment that does not comply with the instructions and specifications provided by **AXILUM ROBOTICS** concerning the Equipment or resulting:

- from breach of the standards and regulations applicable, notably in terms of safety;
- from an accident (including fire and water damage), improper installation or use;
- from negligence on the part of the Customer, from the addition or connection of equipment, sub-assemblies or components not on the Equipment list, or from an operation carried out by a third party or technical team other than that of **AXILUM ROBOTICS** (including the technical team of the Customer);
- from a failure - even momentary - in the supply of the energy or fluids necessary for the proper functioning of the Equipment;

4.2. Operations on equipment not featuring on the Equipment list;

4.3. Technical modification of the Equipment;

4.4. Verification, inspection and bringing into compliance with the standards and regulations in effect of the geographic, physical and technical environment in which the Equipment is located;

4.5. Relocation and re-installation of all or part of the Equipment;

4.6. Painting and external cleaning of the Equipment;

4.7. Any operation, of any kind whatsoever, on software used by the Customer or associated with the use of the Equipment.

## **ARTICLE 5 - PRICES AND PAYMENT TERMS**

5.1. The Maintenance commitments made by **AXILUM ROBOTICS** under the General terms of Maintenance are paid for in the form of all-inclusive fees ("**Maintenance Fees**"), the amount calculation and the payment terms of which are stipulated in Appendix 2 and in the provisions below.

5.2. The Maintenance Fees are payable following presentation to the Customer of invoices issued in arrears and according to the frequency stipulated in Appendix 2. The period for payment by the Customer is thirty (30) days from the invoice date.

5.3. The first invoice shall be drawn up on the date of signature of the General terms of Maintenance or on a date agreed between the parties. Every subsequent invoice shall be issued by **AXILUM ROBOTICS** at the end of the period of time covered by the previous invoice.

5.5. Each (corrective maintenance) operation carried out by agreement outside of the hourly periods stipulated shall be invoiced, in addition to the Maintenance Fees, on the basis of the hourly rates applied by **AXILUM ROBOTICS**, in accordance with the rates stated in Appendix 2, at the time of the operation in question, it being understood that the number of hours invoiced for a given operation shall, in no event, be less than two (2).

5.6. In the event of failure to pay on the due date, any amount due shall automatically bear late payment interest equal to one and a half times the statutory interest rate in effect on the date of the invoice in question.

The Customer's failure to pay an amount due on the due date shall also entail:

1- immediate payability of all receivables due to **AXILUM ROBOTICS** under the General terms of Maintenance,

2- under the penalty clause (in the framework of Articles 1226 *et seq.* of the Civil Code), a surcharge of twelve percent (12%) of the amount unpaid on the due date.

Without prejudice to Article 8 below, should payment default exceed fifteen (15) days, **AXILUM ROBOTICS** may automatically suspend without formalities any work, until full payment of the amounts due, with the amount due under the General terms of Maintenance remaining payable in full along with the additional penalty charges.

5.7 Travel expenses and related expenses (together referred to as "**Travel Expenses**") are paid by the Customer, except in the event of an agreement between the parties (Cf. Details in Appendix 2).

## **ARTICLE 6 – LIABILITY**

6.1. **AXILUM ROBOTICS** shall take all reasonable precautions to ensure the protection of the equipment and/or of the goods entrusted by the Customer in the framework of the Maintenance services. Should the liability of **AXILUM ROBOTICS** be invoked, this would be restricted solely to repair of the direct damage, subject to the Customer providing proof of the fault. The liability of **AXILUM ROBOTICS** shall then be involved within the limit of the provisions stipulated in Article 6-3 below.

6.2. **AXILUM ROBOTICS** shall in no event be held liable for damage that may result from an event of force majeure as defined by Article 10, from a mistake, negligence or omission on the part of the Customer and/or of a third party and, in particular, from the breach by the Customer of any one whatsoever of its contractual obligations, of the standards and regulations in effect, of instructions or recommendations concerning the installation and/or the functioning of the Equipment (where these instructions or recommendations have been given by **AXILUM ROBOTICS** concerning the Equipment) or from damage that may result from mending or repairs carried out on the Equipment without the prior agreement of **AXILUM ROBOTICS** by any person other than a representative of **AXILUM ROBOTICS**.

Furthermore, **AXILUM ROBOTICS** cannot be held liable for direct or indirect damage that may result from a failure - even momentary - in the supply of energy or fluids necessary for the functioning of the Equipment during the execution of the Maintenance services.

6.3. In any case, the liability that may be incurred by **AXILUM ROBOTICS** for Maintenance shall be limited, all amounts and all claims included, to the amount on the Order Form. The Customer undertakes to take responsibility, without being able to exercise any recourse against **AXILUM ROBOTICS** or its insurers, for any claims, liability and any costs and expenses exceeding the limit above. The Customer undertakes, moreover, to make its insurers waive any recourse against **AXILUM ROBOTICS** and its insurers beyond this amount.

6.4. **AXILUM ROBOTICS** cannot, in any event, be held liable for indirect damage and damage such as, in particular, an operating loss, loss of savings, loss of clientele, loss of reputation, loss of profits, loss of opportunity, loss of data, etc. suffered by the Customer during Maintenance services.

Accordingly, the Customer undertakes to be personally responsible, without being able to exercise any recourse, for the corresponding claims, costs, expenses and disbursements, and it undertakes, furthermore, to make its insurers waive any recourse against **AXILUM ROBOTICS** for this type of damage.

**AXILUM ROBOTICS** states that it is covered by an insurance policy for PROFESSIONAL and OPERATIONAL CIVIL LIABILITY taken out with one or several reputable insurance company(ies).

6.5. Given the foregoing, the Customer shall be personally responsible for taking out the insurance policies that it shall deem necessary in order to insure itself against the risks not expressly covered by **AXILUM ROBOTICS** by virtue of the Order Form and the General terms of Maintenance.

## **ARTICLE 7 – OWNERSHIP**

7.1. The equipment, testing programmes, tools, technical documents and files possibly used by **AXILUM ROBOTICS** and/or stored on Customer premises for Maintenance purposes remain the property of **AXILUM ROBOTICS**.

7.2. Consequently, the Customer may not pledge, assign, rent, lend, forward or use, in any way whatsoever, the said equipment, programmes, tools, technical documents or files. In the event of attempted seizure of these items, the Customer shall immediately notify **AXILUM ROBOTICS** thereof and shall take all the measures necessary to have the right of ownership of **AXILUM ROBOTICS** recognised.

7.3. Replacement parts supplied by **AXILUM ROBOTICS** during Maintenance services shall become the property of the Customer. Parts replaced by **AXILUM ROBOTICS** during Maintenance services shall become the property of **AXILUM ROBOTICS**.

## **ARTICLE 8 – TERMINATION**

In the event of a breach by one of the parties of any one whatsoever of its obligations under the General terms of Maintenance, which is not remedied within a period of thirty (30) days from receipt of a registered letter with acknowledgement of receipt reporting the said breach, the other party may automatically terminate the General terms of Maintenance, without judicial formalities and without prejudice to the possible damages which either party may have the right to claim, under the terms and within the limits stipulated by Article 6 above.

**AXILUM ROBOTICS** may automatically terminate the General terms of Maintenance, without notice or indemnity, by registered letter with acknowledgement of receipt, in the event of cessation of payments, insolvency, winding-up, total or partial termination of the Customer's activity, or in the event of the opening of safeguard, court-ordered reorganisation or liquidation proceedings against the Customer, subject to Articles L.622-13 and L.631-14 of the Commercial Code.

## **ARTICLE 9 – CONFIDENTIALITY**

Both during the validity period of the General terms of Maintenance and for a period of two (2) years after the end of the validity period of the General terms of Maintenance arising for any reason whatsoever, each party shall consider as confidential all the documents, programmes and information that shall have been provided to it in the framework of the Maintenance.

Each party undertakes not to disclose these documents, programmes or information to third parties other than its employees, its insurance broker, its advisers and its auditors, unless it has obtained the prior written approval of the issuing party, and to take all measures necessary to have its staff or any authorised third parties abide by the confidentiality of these documents, programmes or information.

As an exception, this confidentiality obligation shall not apply to the documents, programmes or information:

- whose disclosure is made compulsory by a law or regulation or owing to a judicial decision or an express request by the corporate or tax administration;
- in the public domain on the date of their disclosure by the issuing party to the other party, or which may enter the public domain after this date through no fault of the receiving party;
- already known to the receiving party at the time of their disclosure by the issuing party;
- sent to the receiving party with express dispensation from the confidentiality obligation;
- provided to the receiving party without any confidentiality obligation by a third party holding it legitimately;
- obtained by the receiving party by internal developments carried out by its staff not having had access to the information.

## **ARTICLE 10 – EVENT OF FORCE MAJEURE**

Force majeure means any exonerating cause resulting from an insurmountable event, unforeseeable and outside of the control of one or other of the parties, without this event being able to arise from any negligence whatsoever or fault on the part of the latter.

Initially, the event of force majeure, within the meaning of the General terms of Maintenance, will have the effect of suspending the performance of the obligations and extending the contractual times by the same amount of time.

Subsequently, should the event of force majeure exceed thirty (30) days, each of the parties may terminate the General terms of Maintenance by registered letter with acknowledgement of receipt, unless they agree to modify them to adapt them to the circumstances in the situation.

## **ARTICLE 11 – GOVERNING LAW AND SETTLEMENT OF DISPUTES**

The General terms of Maintenance are governed by French law.

Any disagreement or dispute that may arise concerning the interpretation or execution of the General terms of Maintenance, which the parties cannot settle amicably, shall be referred to the Strasbourg Courts to which the parties attribute exclusive jurisdiction, wherever the Equipment is installed and wherever the defendant is domiciled, and even in the event of appeal under guarantee or a plurality of defendants. This election of jurisdiction clause also applies in the event of summary proceedings, by the express agreement of the parties.

**ARTICLE 12 – TERM OF THE GENERAL TERMS OF MAINTENANCE**

The period during which the Equipment is covered by the Maintenance shall begin on the date stated on the Order Form and shall have a term of between one (1) and four (4) years, depending on the Customer's choice.

**ARTICLE 13 – SUB-CONTRACTING**

**AXILUM ROBOTICS** reserves the right to sub-contract all or part of the Maintenance services in accordance with the provisions of Law no 75-1334 of 31 December 1975 on sub-contracting.

\_\_\_\_\_  
Signature of the Customer\*

\* Hereby agreed for a term of \_\_\_\_\_ years from \_\_\_\_\_.

## **Appendix 1 – Description of preventative maintenance checks**

Frequency of on-site visits for preventative maintenance: once per year

1. Visual inspection
  - a. Stability of the appliance
  - b. Compatibility of the coil and stimulator
  - c. Respective appropriate positions of the compatible devices
  - d. Size, temperature and atmosphere of the room
  - e. Documentation present (instruction manual)
  - f. Verification that all parts of the robot and its accessories are present and correct
    - i. Appearance of the covers and their fittings
    - ii. Robot markers
    - iii. Chair and its accessories (back, neck rest, table)
    - iv. Presence and condition of the 3 emergency stops
    - v. Mobility of the cable-carrying arm
    - vi. Coil, adapter, force sensor and its connector
    - vii. Coil cover and its focuses
    - viii. Absence of slack in the arm joints
    - ix. Presence of required signs and markings
2. Camera check
3. Electrical and mechanical maintenance
  - a. Force sensor check
  - b. Maintenance of the robotic arm
    - i. Mechanical slack check
    - ii. Internal inspection of the parts of the robotic arm
    - iii. Inspection of the wearing parts and replacement of the used parts
    - iv. Inspection of lubrication of the guide rails
    - v. motors' electrical current consumption check
  - c. Maintenance of the chair
    - i. Inspection of moving parts
    - ii. Inspection of the wearing parts and replacement of the used parts
  - d. Electrical cabinet and emergency stop buttons
    - i. Inspection of the standby battery
    - ii. Inspection of the wearing parts and replacement of the used parts
4. Software maintenance
  - a. Inspection of the software incident history
  - b. Inspection and updating of the control and command firmware.

## **Appendix 2 – Amount and payment terms of the all-inclusive fees for preventative maintenance and corrective maintenance operations**

The robot is covered by a one-year warranty, parts and workmanship included.

Taking out a maintenance contract allows for an extended warranty also covering the cost of parts and workmanship.

The warranty extension does not apply to the pressure sensor if the pressure sensor has been installed on the coil for more than one year.

The annual maintenance cost is stipulated in the quotation.

Travel expenses are not included and are invoiced in addition, except in the event of a specific agreement between the parties.

The maintenance period is payable in advance, at the latest before the end of the warranty period.

It can run for 1 to 4 years, without exceeding a total of 4 years after the first year of warranty.

For on-site operations related to the resolution of a problem (corrective maintenance), travel costs are paid by the customer, according to the following schedules:

### Car

*Number of km x €0.65, excluding taxes*

*+ Meal allowance: €20, excluding taxes*

### Train

*First class ticket*

### Air

*Economy class for flights of less than 5,000 km and business class for flights of more than 5,000 km*

*+ Overnight stay \*: €100/night, excluding taxes*

*+ Travel time: €60/hour, excluding taxes*

*\* The overnight stay expenses are applied to the number of nights spent on site, and shall be justified according to the distance, the quantity of work and the time upon completion*

For expenses that are not included in the terms of this contract, prices are the following.

Cost per working hour (for weekdays from 8h till 17h) : €80/hour.

In the event of corrective maintenance operations outside of the hours stipulated, the hourly cost shall be multiplied by two.