

TERMS AND CONDITIONS OF SALE FOR QUANTINO INCUBATEES

1. **INO expert services.** Incubation agreement signed by an incubatee, including the manual of the incubatee, states the number of expert hours, free of charge or at preferential rate, available to the incubatee based on the package selected.
2. **Preferential rate increase.** Preferential rate may increase annually on April 1st in compliance with the Incubation agreement.
3. **Audit and adjustments by INO.** INO may audit the number of hours, free of charge or at preferential rate, consummate by an incubatee at all times. In case of mistake, INO may adjust invoicing and submit a revised version to an incubatee. All outstanding amounts must be paid within 30 days of the invoice date.
4. **Cross-default.** In the event of an incubatee's default of its obligations in this Agreement or any other agreement with INO, including the Incubation Agreement, if such default is not corrected within 15 days of the reception of a written notice to this effect sent by INO, INO may terminate this Agreement at the expiration of this period of 15 days without prejudice to all other rights and remedies. INO may then claim the entire value of the damages to the incubatee, including its standard then rates, costs associated with the equipment and all other damages.
5. **Termination or end of term of the Incubation Agreement.** In the event of the termination of the Incubation Agreement or the end of the term, all benefits available to an incubatee in this Agreement will be withdrawn. The continuation of this project by the client will be an assumption of the client's acceptance of INO standard rates, and the client may at any time request additional information. The client may terminate this contract in compliance with INO terms and conditions of sale.