

# mycrospace

## Early Access Subscription Agreement

**Legal entity: MYCROSPACE SOLUTIONS S.L.**

Company registration number (CIF/NIF): B25978578

Registered address: Av Ausiàs March, Xàtiva, 46800, España

Contact email: [contact@mycrospace.es](mailto:contact@mycrospace.es)

Website: <https://mycrospace.es>

Last updated: 03/06/2026

These Early Access Subscription Terms and Conditions (the "**Agreement**") govern the purchase and use of early access subscriptions to the mycrospace software-as-a-service platform (the "**Platform**") offered by [COMPANY LEGAL NAME] (the "**Company**", "**we**", "**us**" or "**our**"). By completing a purchase you acknowledge that you have read, understood, and agree to be bound by this Agreement.

## 1. Definitions

The following capitalised terms shall have the meanings set out below:

- "**Agreement**" These Early Access Subscription Terms and Conditions, together with any Annexes.
- "**Buyer**" Any natural person or legal entity that completes a purchase of an Early Access Subscription through the Website.
- "**Consumer**" A natural person acting for purposes outside their trade, business, craft or profession, as defined in Royal Decree-Law 1/2007.
- "**Early Access Period**" The period commencing on the date of the Buyer's first payment and ending on the earlier of: (i) the date on which the Company publicly announces the General Availability Release; or (ii) the maximum duration set out in Clause 5.1.
- "**Early Access Subscription**" A time-limited, discounted subscription to the Platform purchased under the terms of this Agreement prior to the General Availability Release.
- "**General Availability Release**" The date on which the Company makes available all features listed in the applicable Subscription Plan in Annex A without Early Access restrictions.
- "**Platform**" The mycrospace software-as-a-service application, accessible via <https://mycrospace.com>, that enables microbiology laboratories to automate colony counting on Petri dishes using computer vision and artificial intelligence.
- "**Subscription Plan**" One of the three tiers available during the Early Access Period: Starter Culture, Log Phase, or Infinite Culture, as described in Annex A.

- **"Available Features"** Functionalities that are fully operational and accessible within the Platform at the time of purchase, as indicated on the Website with a check mark.
- **"Roadmap Features"** Functionalities listed in the Subscription Plan that are not yet available at the time of purchase, indicated on the Website with a "Coming soon" label.
- **"Subscription Fee"** The recurring monthly or annual amount payable by the Buyer for their Early Access Subscription, as set out in Clause 4.

## 2. Nature and Scope of the Agreement

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### 2.1 Early Access Nature

This Agreement constitutes a contract for the provision of digital services within the meaning of Directive (EU) 2019/770. The Buyer expressly acknowledges that they are purchasing access to a product under active development. At the time of purchase, the Platform includes all **Available Features** but does not yet include all **Roadmap Features** described in the Subscription Plan.

The reduced pricing during the Early Access Period reflects the incomplete feature set. The Buyer accepts this state of development as a material condition of this Agreement.

### 2.2 B2B and Consumer Purchases

The Platform is designed primarily for use by professional microbiology laboratories and life-science organisations. However, individual consumers may also purchase an Early Access Subscription. Where the Buyer is a **Consumer** within the meaning of Royal Decree-Law 1/2007 and Directive (EU) 2019/770, the mandatory consumer protection provisions of applicable Spanish and EU law shall apply in full and shall prevail over any conflicting term of this Agreement.

### 2.3 Eligibility

To purchase an Early Access Subscription, the Buyer must: (i) be at least 18 years of age or have the legal capacity to enter into binding contracts under applicable law; (ii) have authority to bind any organisation on whose behalf the purchase is made; and (iii) provide accurate and complete registration information.

## 3. Description of the Service

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### 3.1 Platform Functionality

myospace is a cloud-based SaaS platform that enables microbiology laboratories to automate the counting of colony-forming units (CFU) on Petri dishes through the mobile device camera and artificial intelligence computer vision models. The Platform allows users to

organise images, calculate CFU values across sample types, and manage laboratory traceability data.

### 3.2 Subscription Plans

Three Subscription Plans are offered during the Early Access Period. The features included in each plan, distinguishing between Available Features and Roadmap Features, are set out in **Annex A** to this Agreement and as published on the Website at the time of purchase. In the event of any discrepancy between Annex A and the Website, the Website version current at the time of purchase shall prevail.

Plan	Regular Price/mo	Early Access Price/mo (Monthly)	Early Access Price/mo (Annual, -15%)
Starter Culture	€19.95	€12.95 (-30%)	€11.01 (-30% + -15%)
Log Phase	€49.95	€24.95 (-50%)	€21.21 (-50% + -15%)
Infinite Culture	€99.95	€74.95 (-25%)	€63.71 (-25% + -15%)

Note: Annual billing provides an additional 15% discount applied on top of the Early Access discount. Both discounts are applied cumulatively as set out in Clause 4.3.

### 3.3 Immediate Access

Subject to successful payment, the Buyer shall receive access to all Available Features of their chosen Subscription Plan immediately upon completion of the purchase transaction. Roadmap Features will be made accessible progressively as they are developed, at no additional charge to existing Buyers, in accordance with Clause 5.

## 4. Price, Payment and Discount

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### 4.1 Early Access Discount

As of the date of launch of the Early Access Programme, all three Subscription Plans carry an initial discount of **30% off the regular list price** (the "**Early Access Discount**"). The Early Access Discount is granted in recognition of the incomplete feature set available at the time of purchase.

### 4.2 Personalised and Locked Discount

The Early Access Discount percentage applicable at the moment of the Buyer's first payment is **permanently locked to that Buyer's subscription** for the entire duration of the Early Access Period, regardless of any subsequent changes to the discount percentage offered to

new buyers. The Buyer's locked discount percentage will not be reduced as new features are released.

For the avoidance of doubt: if a Buyer purchases when the Early Access Discount is 30% and the Company subsequently reduces the discount to 20% for new buyers following a feature release, the original Buyer shall continue to pay the price calculated with the 30% discount until the end of the Early Access Period.

### **4.3 Cumulative Annual Discount**

Buyers who select annual billing shall receive an additional **15% discount on the monthly equivalent price**, applied cumulatively to the Early Access Discount. The annual billing discount is applied as follows: the Early Access Discount is applied first to the regular list price; the annual discount is then applied to the resulting Early Access price. Both discounts are locked for the duration of the annual billing cycle in effect at the time of purchase.

### **4.4 Evolution of the Early Access Discount for New Buyers**

The Company reserves the right to reduce the Early Access Discount percentage offered to new buyers as Roadmap Features are progressively released. The thresholds and percentages applicable to new buyers are set out in **Annex B** (Discount Roadmap). These changes shall not affect the locked discount of existing Buyers pursuant to Clause 4.2.

### **4.5 Payment Processing**

Payments are processed exclusively through the Website via **STRIPE**. The Company does not store card details; all payment data is handled by the payment processor in accordance with PCI-DSS standards. The Buyer authorises the Company to charge the applicable Subscription Fee on a recurring monthly or annual basis, as selected at checkout.

### **4.6 Taxes**

All prices displayed are exclusive of VAT and any applicable taxes unless otherwise stated. The applicable VAT rate will be shown at checkout depending on the Buyer's jurisdiction. Buyers established outside Spain who provide a valid VAT registration number may be eligible for reverse charge treatment in accordance with applicable EU VAT rules.

### **4.7 Failed Payments and Suspension**

If a recurring payment fails, the Company will notify the Buyer by email and attempt to charge the payment method again within [3] business days. If payment remains outstanding after [7] days from the original due date, access to the Platform may be suspended. The Early Access Discount shall not be forfeited solely due to a temporary payment failure, provided that the outstanding amount is settled within [30] days.

## 5. Early Access Period, Feature Roadmap and Completion

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### 5.1 Maximum Duration

The Early Access Period shall not exceed **twelve (12) calendar months** from the date on which the Early Access Programme was publicly launched (the "**Launch Date**", being **04-06-2026**). The Company commits to delivering all Roadmap Features listed in Annex A within this period.

### 5.2 Completion and Transition to Regular Pricing

Upon the General Availability Release — meaning when all Roadmap Features for the Buyer's Subscription Plan have been made available — the Early Access Period shall terminate. From the first billing cycle following the General Availability Release, the Buyer's Subscription Fee shall automatically revert to the **full regular list price** applicable at that time for their Subscription Plan, and the Early Access Discount shall no longer apply.

The Company shall provide **at least 30 days' prior written notice** by email before the transition to regular pricing takes effect, specifying the new applicable price. The Buyer may cancel their subscription without penalty during this notice period pursuant to Clause 7.

### 5.3 Delay Remedy: Six-Month Extended Discount

If the Company has not achieved the General Availability Release by the end of the twelve (12) month period specified in Clause 5.1, the Company shall automatically extend the Buyer's locked Early Access Discount for a further **six (6) calendar months** (the "**Extension Period**"). No action is required from the Buyer to benefit from the Extension Period.

### 5.4 Buyer's Remedies at the End of the Extension Period

If, upon the expiry of the Extension Period (i.e., eighteen (18) months from the Launch Date), any Roadmap Features remain undelivered, the Buyer shall be entitled to choose one of the following remedies within **60 days** of being notified by the Company:

1. Continue the subscription at the locked Early Access Discount until all remaining Roadmap Features are delivered, retaining the right to exercise option (ii) at any time thereafter upon 30 days' notice; or
2. Cancel the subscription with immediate effect and receive a refund equal to the pro-rata portion of any prepaid annual Subscription Fee corresponding to the unused portion of the then-current billing period.

The Company shall notify the Buyer in writing of the availability of these remedies no later than **30 days before the end of the Extension Period**. Failure to notify constitutes a material breach of this Agreement.

## 5.5 Partial Feature Delivery

For the purposes of Clauses 5.3 and 5.4, the General Availability Release shall be deemed achieved only when **all** Roadmap Features listed in Annex A for the Buyer's Subscription Plan have been made available. Partial delivery of Roadmap Features shall not trigger the transition to regular pricing under Clause 5.2.

## 5.6 Feature Modification

The Company reserves the right to modify, replace, or in exceptional cases remove individual Roadmap Features if technically or commercially necessary, provided that: (i) the overall utility and scope of the Subscription Plan is not materially diminished; (ii) the Buyer is notified at least 30 days in advance; and (iii) where a Consumer Buyer is materially affected, they are offered the right to terminate without penalty in accordance with Directive (EU) 2019/770.

# 6. Right of Withdrawal (Consumer Buyers)

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## 6.1 Statutory Right of Withdrawal

Consumer Buyers have the right to withdraw from this Agreement within **14 calendar days** from the date of purchase (the "**Withdrawal Period**"), without giving any reason, in accordance with Article 102 of Royal Decree-Law 1/2007 and Article 9 of Directive (EU) 2011/83/EU.

## 6.2 Waiver of Withdrawal Right for Immediate Access

Where the Buyer requests, and the Company provides, immediate access to the Platform upon purchase — as is the case under Clause 3.3 of this Agreement — and the Buyer is a Consumer, the following conditions apply:

- The Company will request the Consumer Buyer's
- The Consumer Buyer will be informed that by granting such consent, they will
- If the Consumer Buyer grants consent and accesses the Platform, the right of withdrawal shall be

If the Consumer Buyer does not grant consent, the Company shall not provide access until after the expiry of the Withdrawal Period.

## 6.3 Exercise of Withdrawal (Where Applicable)

To exercise the right of withdrawal (where not waived pursuant to Clause 6.2), the Buyer must notify the Company within the Withdrawal Period by sending an unambiguous written statement to **[LEGAL-EMAIL@MYCROSPACE.COM]**. The Buyer may use the model withdrawal form provided in **Annex C** but is not required to do so.

## 6.4 Professional and Business Buyers

Buyers purchasing for professional or business purposes, and who are not acting as Consumers, do not have a statutory right of withdrawal. Professional Buyers wishing to cancel their subscription must do so in accordance with Clause 7.

## 7. Cancellation and Termination

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### 7.1 Cancellation by the Buyer

The Buyer may cancel their Early Access Subscription at any time from the account settings on the Website or by contacting [contact@mycrospace.es](mailto:contact@mycrospace.es). Cancellation takes effect at the end of the then-current billing period. The Buyer shall retain access to the Platform until that date.

Buyers on annual plans who cancel prior to the end of the annual billing period shall **not be entitled to a pro-rata refund** of prepaid fees, except where cancellation is made: (i) during a statutory Withdrawal Period; (ii) pursuant to the remedies in Clause 5.4(ii); (iii) during the notice period following a transition to regular pricing under Clause 5.2; or (iv) due to a material breach by the Company.

### 7.2 Termination by the Company

The Company may suspend or terminate a Buyer's subscription with immediate effect if the Buyer: (i) materially breaches this Agreement and fails to remedy the breach within 15 days of written notice; (ii) uses the Platform for unlawful purposes or in a manner that causes harm to third parties or the Company's infrastructure; or (iii) fails to settle outstanding payments within 30 days of the due date.

### 7.3 Effect of Termination

Upon termination or expiry of the subscription: (i) the Buyer's access to the Platform shall be disabled; (ii) the Company shall retain the right to delete the Buyer's data in accordance with the Privacy Policy after the applicable data retention period; and (iii) provisions of this Agreement that by their nature should survive termination shall continue to apply, including Clauses 9, 10, 11 and 12.

## 8. Intellectual Property

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### 8.1 Company IP

The Platform, including all software, algorithms, AI models, user interfaces, documentation, trade marks and content, are the exclusive property of the Company or its licensors. Nothing in this Agreement transfers any intellectual property rights to the Buyer. The Buyer is granted a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform

solely for the Buyer's internal business or professional purposes during the term of the subscription.

## **8.2 Buyer Data**

The Buyer retains all rights to data, images, and results generated or uploaded by the Buyer through the Platform ("**Buyer Data**"). The Buyer grants the Company a limited licence to process Buyer Data solely for the purpose of providing the Platform services. The Company shall not sell or share Buyer Data with third parties except as set out in the Privacy Policy.

## **8.3 Feedback**

If the Buyer voluntarily provides suggestions, ideas, or feedback regarding the Platform, the Company may use such feedback without restriction or compensation, provided that this shall not involve processing of personal data in a manner incompatible with the Privacy Policy.

## **9. Data Protection and Privacy**

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The Company processes personal data of Buyers in accordance with Regulation (EU) 2016/679 (GDPR), Organic Law 3/2018 (LOPDGDD), and the mycrospace Privacy Policy available at <https://mycrospace.es/es/privacy>. By purchasing an Early Access Subscription, the Buyer acknowledges having read the Privacy Policy.

Where the Buyer is an organisation that uploads personal data belonging to third parties (e.g., laboratory staff) to the Platform, the parties shall enter into a Data Processing Agreement (DPA) as required by Article 28 GDPR. The standard DPA is available on request at [contact@mycrospace.es](mailto:contact@mycrospace.es)

## **10. Limitation of Liability**

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### **10.1 Service Availability**

The Company shall use commercially reasonable efforts to maintain Platform availability. The Company does not warrant that the Platform will be uninterrupted, error-free, or free from viruses or other harmful components. Scheduled maintenance will be communicated with at least 24 hours' notice where possible.

### **10.2 Exclusion of Consequential Loss (Professional Buyers)**

To the maximum extent permitted by applicable law, and in respect of professional or business Buyers only, the Company shall not be liable for: (i) loss of profits, revenue, or business opportunity; (ii) loss of data or corruption of data; (iii) indirect or consequential loss; or (iv) any loss arising from the Buyer's reliance on AI-generated results for regulatory, clinical, or

diagnostic decisions, unless such reliance was expressly authorised in writing by the Company.

### **10.3 Cap on Liability**

In respect of professional or business Buyers, the Company's total aggregate liability under or in connection with this Agreement shall not exceed the total Subscription Fees paid by the Buyer in the **twelve (12) months** immediately preceding the event giving rise to the claim.

### **10.4 Consumer Buyers**

Nothing in this Clause 10 limits or excludes the Company's liability to Consumer Buyers for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) non-conformity of the digital service under Articles 43-bis and following of Royal Decree-Law 1/2007 and Directive (EU) 2019/770; or (iv) any other liability that cannot be excluded or limited under applicable Spanish or EU consumer law.

### **10.5 AI-Assisted Results Disclaimer**

The Platform provides automated colony count estimates generated by AI models as a laboratory productivity tool. These results are intended to assist qualified laboratory professionals and do not constitute a certified measurement, regulatory analysis, or clinical diagnostic. The Buyer is solely responsible for validating results against their applicable quality assurance procedures.

## **11. Modifications to This Agreement**

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The Company may modify this Agreement by giving **at least 30 days' prior written notice** by email to the Buyer. Changes shall not affect the Buyer's locked Early Access Discount pursuant to Clause 4.2 or any right already accrued.

If the Buyer is a Consumer and the modification is materially detrimental, the Consumer Buyer may terminate the Agreement without penalty before the modification takes effect. Continued use of the Platform after the effective date of a modification constitutes acceptance of the revised terms.

## **12. General Provisions**

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### **12.1 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Spain. Where the Buyer is a Consumer habitually resident in another EU Member State, that consumer's mandatory local consumer protection laws shall also apply.

## **12.2 Jurisdiction**

For professional and business Buyers, any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of **Valencia**, Spain.

For Consumer Buyers, disputes may be brought before the courts of the consumer's place of habitual residence, or through the EU Online Dispute Resolution platform accessible at <https://ec.europa.eu/consumers/odr>.

## **12.3 Entire Agreement**

This Agreement, together with the Privacy Policy, the Terms of Use of the Platform, and the Annexes, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior representations, negotiations, and understandings.

## **12.4 Severability**

If any provision of this Agreement is held invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.

## **12.5 Waiver**

No failure or delay by the Company in exercising any right shall constitute a waiver of that right.

## **12.6 Communications**

All formal notices under this Agreement shall be sent by email to the address provided by the Buyer at registration, and by the Buyer to **contact@mycrospace.es**. Notices shall be deemed received 24 hours after sending, provided no delivery failure notification is received.

## **12.7 Assignment**

The Company may assign this Agreement to a successor entity in the event of a merger, acquisition, or sale of substantially all its assets, provided that: (i) the Buyer's rights under this Agreement are preserved; and (ii) the Buyer is notified at least 30 days in advance. The Buyer may not assign this Agreement without the Company's prior written consent.

## **12.8 Language**

This Agreement is drafted in English. Where it has been translated into other languages for informational purposes, the English version shall prevail in the event of any inconsistency.

## Annex A — Subscription Plans and Feature Schedule

The following table sets out the features included in each Subscription Plan, indicating whether each feature is an Available Feature or a Roadmap Feature as of the Launch Date. This Annex shall be updated by the Company each time a Roadmap Feature becomes available, with email notification to affected Buyers.

Feature	Starter Culture	Log Phase	Infinite Culture
Up to 80 images/month	✓ Available	—	—
Up to 300 images/month	—	✓ Available	—
Up to 500 images/month	—	—	✓ Available
Up to 5 projects	✓ Available	—	—
Up to 20 projects	—	✓ Available	—
Unlimited projects	—	—	✓ Available
Counting with basic AI models	✓ Available	✓ Available	✓ Available
CFU calculations for all sample types	✓ Available	✓ Available	✓ Available
Basic sample traceability	✓ Available	✓ Available	✓ Available
Image organisation (folders, filters, history)	✓ Available	✓ Available	✓ Available
Direct collaboration with R&D for new features	—	—	✓ Available
In-app technical support	✓ Available	✓ Available	✓ Available
Advanced colony counting (morphology-based)	Coming soon	Coming soon	Coming soon
Advanced sample traceability (barcodes, custom systems)	—	Coming soon	Coming soon
Data export (CSV, Excel, PDF)	—	Coming soon	Coming soon
Web app access (statistics, reports, advanced management)	—	Coming soon	Coming soon
Custom document templates (reports, papers)	—	—	Coming soon
Lab consumables inventory	—	—	Coming soon
Task & deadline calendar	—	—	Coming soon

## Annex B — Early Access Discount Roadmap for New Buyers

The following table sets out the Early Access Discount percentages applicable to new buyers at each feature release milestone. These thresholds apply exclusively to purchases made after the relevant milestone date and do not affect the locked discount of existing Buyers.

Milestone / Feature Released	Starter Culture Discount	Log Phase Discount	Infinite Culture Discount
<b>Launch (current)</b>	<b>30%</b>	<b>50%</b>	<b>25%</b>
Advanced colony counting (morphology-based)	25%	45%	20%
Advanced sample traceability (barcodes, custom systems)	22%	42%	17%
Data export (CSV, Excel, PDF)	20%	40%	15%
Web app access (statistics, reports, advanced management)	15%	35%	10%
Custom document templates (reports, papers)	5%	20%	5%
Lab consumables inventory, Task & deadline calendar	2%	15%	2%
<b>General Availability Release</b>	<b>0% (full price)</b>	<b>0% (full price)</b>	<b>0% (full price)</b>

## Annex C — Model Withdrawal Form (Consumer Buyers)

(Complete and return this form only if you wish to withdraw from the agreement and have not yet accessed the Platform, or have not granted consent to immediate access)

To: MYCROSPACE SOLUTIONS S.L., VALENCIA, SPAIN  
 Email: [contact@mycrospace.es](mailto:contact@mycrospace.es)

I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract for the supply of the following digital service:

Service: mycrospace Early Access Subscription — [PLAN NAME]

Ordered on: \_\_\_\_\_

Name of consumer(s): \_\_\_\_\_

Address of consumer(s): \_\_\_\_\_

Signature of consumer(s) (only if this form is notified on paper): \_\_\_\_\_

Date: \_\_\_\_\_

(\*) Delete as appropriate.