

General research terms and conditions

1. Research Offer. VU will only offer to perform research by providing a written proposal ("Research Offer"), which includes a research plan that contains the nature, process and scope of the research ("Research Plan") and a cost estimation ("Research Quotation"). A Research Offer is valid for 21 days from the date as specified on the offer or, if such date is omitted, from the date it is sent to the Client. The Research Offer may be revoked early and can only be accepted in writing.

2. Modification of the Research Plan. Parties can agree to modify the Research Plan, including limitation or extension thereof, before, during and after performance of the Research by VU. Such changes will become part of the Research Offer after they have been confirmed in writing and signed by both parties. In the event that Parties omitted to modify the Research Plan VU may recoup from the Client all reasonable costs for the agreed additional research that was not included in the original Research Plan and that VU performed in good faith.

3. Performance of the Research. VU will strive to perform the research or have the research performed as provided in the Research Offer ("Research"). Parties acknowledge that research as such may yield uncertain results and VU cannot be held to achieve a specific outcome. The time frames in the Research Offer are leading. In the event that such time frames prove to be unfeasible, parties will discuss and set reasonable new time frames that are to be included in the Research Plan. Under no circumstances will expiration of a time frame be construed as default on VU's promise to perform the Research. In the event that parties neglected to include a Research Plan, VU at its sole discretion will determine the nature, process and scope of the Research, within generally accepted scientific standards.

4. Client Material. Client may be required to provide VU with materials, including data, necessary for the Research ("Client Material"). All time frames in the Research Offer will be deferred until the Client has provided the Client Materials. Client will pay all costs related to the storage and transportation of the Client Material, which costs are not included in the Research Quotation. VU may retain the Client Material in the event of late payment under clause 7 of these Terms and Conditions. VU can always transport the Client Material back to Client at VU's sole discretion.

5. Results and Deliverables. All rights, title and interest with respect to the results of the Research, including

intellectual property, know-how, data, objects and software, are vested in VU ("Results"). Upon completion of the Research, VU will make available to the Client any report, material or other tangible result that is specifically provided to be made available in the Research Offer ("Deliverables") and VU will grant Client the non-exclusive right to use the Deliverables within its own organisation for evaluation purposes only. Following completion of the Research and during a period of two months, the Client will have the right to request a licence to use the Results and/or a license to use the Deliverables for other purposes, such as internal use that may result in commercial advantage or external commercial use. VU will grant such a licence at arm's length conditions, which are to be negotiated in good faith between the parties. In the event of the grant of an exclusive licence, VU will remain entitled to use the Results (including the Deliverables) for scientific or educational purposes. For the purpose of the Research Contract intellectual property is understood to mean patents, including reissues, divisions, continuations and extensions thereof, utility models, registered and unregistered designs, mask works, copyrights, database rights, trademarks, and any other form of protection afforded by law to inventions, models, designs, software, trade secrets, confidential information or technical information in any form, and applications thereof.

6. Background. Client grants VU a non-exclusive licence to use its intellectual property and know-how, in particular in relation to the Client Material, for the purpose of the Research. VU retains all rights to intellectual property and know-how vested in VU that is used to perform the Research.

7. Costs and payment. Client will pay VU the listed fees and costs, regardless of any cost estimation in the Research Quotation, unless an explicit fixed fee is agreed upon. Client will pay 25% percent of the Research Quotation upon acceptance of the Research Offer by Client. In the event that the Research Plan is modified, 25% of the additional costs will be paid by Client upon confirmation of the modification by the parties. The remaining costs will be invoiced upon completion of the Research. Client will pay VU within 30 days after the date of the invoice. In the event of late payment, Client will automatically incur the statutory trade interest.

8. Termination of the Research. VU may terminate the Research Contract if: (i) Client breaches any material

General research terms and conditions

provision of the Research Contract and fails to remedy the breach to the satisfaction of VU within 14 days after written notice thereof; (ii) VU is unable to obtain third party materials or technology specified in Research Offer, for reasons beyond VU's reasonable control; (iii) VU determines that safety, security, and/or feasibility reasons prevent or are likely to prevent the performance of the Research; (iv) Client is or is deemed by law to be unable to pay its debts; or (v) in the event of force majeure. Client may not terminate the Research Contract prematurely unless otherwise agreed upon in writing between the parties. In the event of termination, Client will reimburse VU for all expenses and non-cancellable commitments incurred in accordance with the Research Offer prior to the date of termination. The rights and obligations under the Research Contract that by their nature would be expected to survive termination of this Research Contract (such as clauses 6, 9, 10, 11 and 12) shall survive such termination.

9. Confidentiality. Client shall maintain the confidentiality of any information obtained by Client from VU that either can reasonably be understood to be confidential (such as the Results, including the Deliverables and all other know-how) or is clearly marked as being confidential ("Confidential Information") and shall use such Confidential Information only for the purpose of using the Deliverables within its licence as granted in clause 5. The confidentiality and non-use obligations set out above shall not apply to information with respect to which Client can prove by documentary evidence (i) that it was in its possession or in the public domain prior to the disclosure by VU; or (ii) that, after its disclosure by VU, it became part of the public domain by publication or otherwise through no fault of Client; or (iii) that, after its disclosure by VU it was received by Client from a third party who did not acquire it directly or indirectly from VU; (iv) that, after its disclosure by VU, it was independently developed by employees of Client who were not aware of the disclosed information.

10. Publication. VU is entitled to publish, present and disclose any information in relation to the Research. In the event that a publication or presentation concerns the Deliverables, VU will submit a copy of such publication or presentation to Client no later than 30 days prior to such an event. Client may suggest amendments to the publication or presentation, but VU shall be under no obligation to include such suggestions from Client.

11. Limitation of liability and indemnification. VU will not be liable towards Client for any damage, whatever the cause,

including lost profits, costs of procurement of substitute goods, loss of goodwill, business, contracts, anticipated savings and loss of data or system use, regardless of whether VU knows or has been advised of the possibility of such damage or loss. For the avoidance of doubt, this limitation of liability includes damage related to the use of the Deliverables or lack of fitness thereof for any particular purpose, damage to Client Material, damage for lack of patentability and damage resulting from intellectual property infringement in relation to the Deliverables. The limitations of liability set forth in this clause shall not apply to damages resulting from the wilful misconduct or gross negligence of VU. VU's liability to the Client will in any case be limited to 100% of the Research Quotation. Client shall indemnify VU against all claims, demands, liabilities, losses, damages and costs (including costs of defence and attorney's fees) of whatever kind, caused by or resulting from the use and handling of Client Material and the Deliverables by any third party, including claims related to intellectual property infringement.

12. Miscellaneous. The Research Offer, including the Research Plan and Research Quotation, and these Terms and Conditions ("Research Contract") set forth the entire agreement between the parties and supersedes all previous communications. Any alteration, amendment or addition to the Research Contract shall not have any effect unless made in writing and signed by both parties. In case of conflict between the Research Offer and these Terms and Conditions, the Research Offer prevails, with the exception of a conflict between the Research Plan and these Terms and Conditions, in which case the Terms and Conditions prevail. The Research Contract shall be governed by the laws of the Netherlands, excluding its conflict of laws principles. In the event a dispute arises between the parties in connection with the Research Contract, the parties shall try to settle such dispute amicably. Should they fail to agree, the dispute will be submitted to the competent court of Amsterdam, the Netherlands.

These Terms and Conditions may change or be updated by VU from time to time.