

General Terms and Conditions for Commissions to ATIA



AUGUSTUS 2012

GENERAL TERMS AND CONDITIONS FOR COMMISSIONS TO ATIA

August 2012

Table of Contents

1. ATIA definitions – 1
2. General matters to be taken into account – 2
3. Scope of the Commission, Conclusion of the Agreement – 2
4. Performance of the Commission, Outcome of the Commission – 3
5. Cooperation that ATIA expects from you – 3
6. ATIA confidentiality regarding the Commission – 4
7. Rights to Background – 5
8. Rights to Foreground – 5
9. Protection of Foreground – 5
10. Use of Background – 6
11. Use of Foreground – 6
12. Use of Final Report – 6
13. Determination of price, Payment – 6
14. Consequences of non-performance – 7
15. Liability. Damages – 8
16. End of the Agreement, Termination of the Agreement – 8

The Alan Turing Institute Almere (ATIA) aims to avoid any misunderstanding regarding the contents of the General Terms and Conditions and to provide easy access to those contents. For that reason ATIA has filed its General Terms and Conditions with the Chamber of Commerce in Almere. In addition, the General Terms and Conditions are available on ATIA's website www.alanturinginstitutealmere.nl.

The General Terms and Conditions came into effect on 1 August 2012.

Disclaimer: The translation of these General Terms and Conditions into the English language was prepared with the utmost care. However, ATIA does not accept any liability for the correctness and completeness of the compilation and content of the translation and the direct or indirect consequences of acting or failing to act on it. In all cases where the English version might divert from the original Dutch version, the latter shall be decisive.

1. ATIA DEFINITIONS

Certain terms used by ATIA in these General Terms and Conditions have a specific meaning. This Article defines those specific meanings.

General Terms and Conditions:

The general terms and conditions for commissions to ATIA include all offers and agreements from ATIA. The general terms and conditions are particularly applicable to all agreements by ATIA that involve the delivery of products or services.

Supplier, acceptor:

When, in these General Terms and Conditions, the words supplier or acceptor are being used, one should read Foundation Valorisation Bridge i.c. The Alan Turing Institute Almere (ATIA);

You, your:

You, as the party commissioning ATIA to perform research;

Commission:

The research activities to be carried out by ATIA as specified in the Agreement;

Final Report:

The report drawn up by ATIA which ATIA makes available to you on the basis of 4.2, describing ATIA's findings regarding the performance and the outcome of ATIA's work and which ATIA has assigned the status of Final Report;

Scope of the Commission:

The proposed area of application of the outcome of the Commission as specified in the Agreement;

INCO Terms:

The International Commercial Terms 2000, drawn up and published by the International Chamber of Commerce (ICC);

IP Rights:

All intellectual and industrial property rights including, but not limited to, copyrights, trade name rights, plant breeders' rights, design rights, trademark rights and patent rights, and rights regarding topographies of semiconductors and domain names;

Quotation:

A document drawn up by ATIA that forms a specified offer for the proposed Agreement;

ATIA:

The legal entity incorporated under public law 'Foundation Valorisation Bridge', having its registered office in Almere, the Netherlands, and registered with the Chamber of Commerce in Almere under no. 39101049;

Agreement:

The agreement which you grant to ATIA as mentioned in 3.2.

Background:

All knowledge, experience and other information to which a party is entitled and which was not developed or created in the context of the Agreement, as well as any IP Rights acquired as a result of or vested in such knowledge, experience and other information. Such knowledge, experience and other information also includes tangible objects mutually made available by the parties in the context of the Commission including, but not limited to, liquids, reagents and prototypes; production processes and other processes, working methods, know-how and/or computer software;

Foreground:

All knowledge, experience and other information developed or created in the context of the Agreement, as well as any IP Rights acquired as a result of or vested in such knowledge, experience and other information. Such knowledge, experience and other information also includes tangible objects such as, but not limited to, liquids, reagents and prototypes; production processes and other processes, working methods, know-how and/or computer software.

The number references (**number.number**) refer to the relevant section of the General Terms and Conditions. The article headings have only been included to make it easier to read the General Terms and Conditions. This means that an Article may not be interpreted on the basis of the article headings or the structure of a provision of an Article. Where the Agreement refers to a statutory provision, this also includes any statutory provision that replaces it.

2. GENERAL MATTERS TO BE TAKEN INTO ACCOUNT**2.1 – Applicable law.**

The agreement is governed exclusively by the substantive laws of the Netherlands, with the exceptions of rules of international private law.

2.2 - Exclusion of other terms and conditions.

The agreement is subject only to the ATIA General Terms and Conditions.

2.3 – Valid changes, additions and/or expansions

ATIA can only be bound by changes or additions to, an expansion of and/or deviation from the Quotation, the Agreement or the Commission or a deviation from the General Terms and Conditions if they are confirmed on behalf of ATIA in writing or by e-mail followed by written confirmation by a person who is officially authorized to represent ATIA. Such changes, additions, expansions and/or deviations are only

valid in respect of the specific Agreement in which they have been agreed with you.

2.4 – Force majeure

Cases of force majeure include all circumstances beyond ATIA's power that makes it reasonably impossible to perform the Agreement (non accountable failings).

Force majeure represents such as : war, riots, hostilities in every case, blockage, boycott, natural disasters, epidemics, lack of resources, hindrance and/or interruption of transport possibilities, malfunctions within our company, in –and export law restrictions or bans, restrictions issued by measures, laws or decree of international, national or regional (public-)authorities. In case of force majeure ATIA cannot be condemned to pay damages.

3. SCOPE OF THE COMMISSION. CONCLUSION OF THE AGREEMENT**3.1 – What is the Scope of the Commission?**

Prior to concluding an Agreement, ATIA will send you a Quotation. The Quotation is only binding on ATIA if it is confirmed on behalf of ATIA by a person who is officially authorized to represent ATIA. The Quotation describes the proposed Commission and the Scope of the Commission and, if the price is estimated at more than EUR 20,000, it specifies – upon request - the price in man hours, man hour rates; direct material costs and, if applicable, costs of equipment use and equipment rates. The Quotation is valid for one month after it has been issued by ATIA, unless explicitly stated otherwise by ATIA in the Quotation.

The quotation does not commit ATIA in any way unless the opposite is stipulated expressly and unequivocally in The Quotation. ATIA retains any rights on the intellectual and industrial properties on material discusses in the Quotation.

3.2 - How is the Agreement concluded?

The Agreement is concluded when your written consent, or consent by e-mail, to the Quotation has been received in good time. If you ask ATIA to start work before it has issued a Quotation or before it has received your consent to the Quotation, your request will be regarded as consent to the entire Quotation as issued by ATIA and an Agreement will have been created. Once the Agreement, including all annexes, has been created as described above, it contains all arrangements made by ATIA regarding this Commission; any arrangements and commitments not contained in the Agreement are cancelled as a result.

Additional agreements and/or commitments made

by ATIA, on behalf of ATIA, or made by ATIA's representatives are legal only if confirmed in writing by an authorized member of the ATIA management.

3.3 – Unpermitted use of the Quotation.

ATIA incorporates its ideas, knowledge and experience regarding the proposed Commission and the manner in which it can be performed in the Quotation. For that reason, ATIA requires that you only use the Quotation (including any changes, additions and expansions) for determining whether you will award ATIA the Commission and not for any other purposes. If no Agreement is created, only ATIA holds rights with regard to the contents of the Quotation, with the exception of any information from you that it contains.

3.4 – May ATIA accept third-party commissions within the Scope of the Commission?

ATIA may accept commissions from third parties within the Scope of the Commission during the performance of the Commission, unless ATIA and you have explicitly agreed otherwise in writing.

4. PERFORMANCE OF THE COMMISSION. OUTCOME OF THE COMMISSION

4.1 – When may you expect an outcome of the Commission?

ATIA will perform the Commission within the estimated time frame only if all information needed for the execution of the Assignment as been provided to ATIA. If this term is likely to be exceeded, the estimated delivery dates will not be considered deadlines, in the proper sense of the word, unless agreed otherwise in the Agreement. If ATIA fails to perform within the estimated delivery dates the Client will submit a written demand to the non-performing party ('defaulting party') to perform that obligation within a reasonable period.

If a penalty on estimated dates has been agreed, ATIA does not owe this penalty in case of force majeure as described in 2.4.

4.2 – What outcome of the Commission may you expect?

The nature of research activities implies uncertainty regarding the outcome of the Commission. That is why ATIA solely undertakes to aim for a practicable outcome of the Commission, which outcome will be recorded by ATIA in a Final Report that will be provided to you, unless you and ATIA agree otherwise. In addition, if ATIA and you have agreed that ATIA will provide you with a product, ATIA will not issue any warranty, unless ATIA and you have explicitly agreed otherwise in writing.

4.3 – Under what condition does ATIA deliver?

ATIA will deliver Ex Works 'location of the relevant ATIA branch'. 'Ex Works' must be interpreted in accordance with the INCO Terms

4.4 – What do ATIA and you agree regarding export laws and regulations?

By accepting the Quotation or by entering into the Agreement, you undertake to ATIA that you – including any persons or agents engaged by you in the performance- will refrain from making any use of the outcome of the Commission that would be in violation of export laws or regulations. 'Export laws and regulations' must be interpreted as all current laws and regulations in force at the time for the regulation of exports and imports of military goods and dual-uses goods (jointly also referred to as 'strategic goods') and chemical substances. You will indemnify ATIA for any liability towards any third party resulting from any non-compliance by you - including any persons or agents engaged by you in the performance - with export laws or regulations as a result of your use of the outcome of the Commission. If, in the context of the Agreement, an export or import permit must be issued by a government and/or any government body pursuant to export laws or regulations, or delivery is restricted or prohibited in any other way due to export laws or regulations, ATIA may proceed to suspend its obligations and to suspend the Client's rights with regard to the delivery in question, until the required permit has been issued, or for the duration of the relevant restriction and/or prohibition. At such time, ATIA may terminate the Agreement without being bound by any obligation towards the Client. The inability to obtain an export or import permit will not be considered force majeure (non-attributable failure).

4.5 – What if an end-user statement is required?

If an end-user statement is required in respect of the end user of the outcome of the Commission, ATIA will notify the Client immediately. The Client must provide ATIA with this document upon ATIA's first request.

4.6 – Is ATIA allowed to engage agents?

In the performance of the Commission, ATIA may engage agents, provided that this does not create any reasonably anticipated confidentiality risk

5. COOPERATION THAT ATIA EXPECTS FROM YOU

5.1 – Goods to be made available by you in respect of the Commission.

If ATIA and you have agreed that you will make certain goods available to ATIA for the performance of the Commission, ATIA is not obliged to commence performance before ATIA has received the agreed number of goods, in the

agreed form, within the agreed term. If ATIA receives these goods later than agreed, the estimated term for performance stated in the Agreement will be extended by the duration of this delay. If ATIA and you have agreed that the goods required for performance of the Commission are samples, you will be responsible yourself for their selection, representativeness and distinguishing marks (such as codes, brand or product names), unless you and ATIA have agreed that ATIA, or a third party on behalf of ATIA, will take samples.

5.2 – When should you collect the goods made available to ATIA?

ATIA will retain the goods that you made available to ATIA in connection with the research (or, if reasonably possible, the remainder) free of charge for two weeks after the Final Report has been delivered, unless agreed otherwise. After those two weeks, ATIA will be free to take suitable measures; any related costs (for example costs of transport, storage, destruction, waste disposal, etc.) will be for your account.

5.3 – What if changed insights or misunderstandings are discovered during performance of the Commission?

If unmistakable shortcomings in the research methods or other significant details related to the research are discovered during performance of the Commission, ATIA will inform you accordingly. If there are any misunderstandings regarding the contents and/or the performance of the Agreement because ATIA did not receive information from you, or because that information was inaccurate or incomplete, not received in good time or in writing, this will be your risk, unless that would not be reasonable under the circumstances.

5.4 – What does ATIA expect from you if the goods are dangerous?

If the goods that you make available to ATIA for the performance of the research are potentially dangerous, in any way whatsoever, you must clearly designate these goods in the customary manner and/or, if applicable, in the manner prescribed by law and, if necessary, provide them with instructions for storage and use, to ensure that ATIA must handle them with care

6. ATIA CONFIDENTIALITY REGARDING THE COMMISSION

6.1 – What will ATIA keep confidential regarding the Commission and for how long?

ATIA will keep the outcome of the Commission as laid down in the Final Report confidential for two years after the date of the final invoice or the date

of delivery of the Final Report, whichever comes first, with the exception of:

- a. ATIA Background;
- b. calculation methods, software or experimental working methods developed by ATIA, the development of which was not directly intended with the award of the Commission;
- c. use of ATIA's findings in a form that cannot be traced back to the Client or the Client's Commission, if the Commission comprises sampling, analysis, measurement or literature research.

ATIA will only observe confidentiality throughout the period stated in this Article with regard to the Client's name and the fact that the Client's Commission has been performed if this was agreed when the Commission was awarded.

6.2 – What Client information will ATIA keep confidential?

The information provided by you that comes to ATIA's knowledge during the performance of the Commission and which you have indicated to be confidential will be kept confidential by ATIA, with the exception of:

- a. information already in ATIA's possession before it was provided to ATIA during the performance of the Commission;
 - b. information that is commonly known or information that could become generally known for reasons that cannot be attributed to ATIA;
 - c. information that ATIA validly obtained from a third party or through its own research without having used your confidential information.
- Regarding the period between the issue of the Quotation to commencement of Commission performance, ATIA and the Client may only register confidentiality in a written confidentiality agreement. Such consent may be subject to further conditions.

6.3 – When is ATIA no longer obliged to observe confidentiality?

ATIA is not obliged to observe confidentiality if and in so far as disclosure is required to explain matters to third parties in the event of misunderstandings resulting from your disclosure of the outcome of the Commission. Likewise, ATIA is no longer obliged to observe confidentiality if ATIA discovers a serious danger to persons or goods. However, in that case ATIA will consult with the Client, if possible, before informing the persons that are in danger and/or the competent authorities of the dangerous situation.

Furthermore, ATIA will no longer be obliged to observe confidentiality if ATIA is required to provide information pursuant to a decision issued by a court of law or supervisory body incorporated under public law. If possible, ATIA will consult with

the Client before providing any information in such a situation.

6.4 – What if you want information to be classified?

At your request, ATIA can classify the outcome of the Commission or parts of it that ATIA is obliged to keep confidential (meaning it will assign it the degree of confidentiality desired by the Client, for example in accordance with the Civil Service Information Security (Classified Information) Decree (VIRBI). Additional conditions may be imposed before your request can be granted.

7. RIGHTS TO BACKGROUND

7.1 – To whom accrue what rights with regard to Background?

All rights you own or obtain with regard to your Background will remain vested in you. All rights ATIA owns or obtains with regard to its Background will remain vested in ATIA.

8. RIGHTS TO FOREGROUND

8.1 – To whom accrue what rights with regard to Foreground

If you have created any Foreground, or parts of it, within the context of the Commission with ATIA, the relevant IP Rights or the exclusive right to vest these will, of course, accrue to you. The written documentation pertaining to the Commission is decisive for the scope of your IP Rights (or the exclusive right to vest them). Foreground created by or on behalf of ATIA accrues to ATIA, unless provided otherwise in the General Terms and Conditions or explicitly agreed with you in writing in any other way. In the latter case, the specific terms and conditions under which said rights will be transferred to you will also be laid down in this provision.

8.2 - To whom do the rights accrue with regard to calculation methods, software and experimental working methods developed by ATIA?

The IP Rights, or the exclusive right to vest them, with regard to calculation methods, software and experimental working methods developed by ATIA, the development of which was not directly intended with the award of the Commission, accrue in full to ATIA, unless provided otherwise by contract (which will also lay down the specific terms and conditions under which the right will be transferred to you).

8.3 – To whom accrue the copyrights regarding a Final Report?

In deviation of, or, if applicable, in addition to the provisions of article 8.1, the copyrights with regard to a Final Report, as well as with regard to any

preliminary or interim reports or subsequent explanatory notes to the Final Report, always accrue in full to ATIA.

9. PROTECTION OF FOREGROUND

9.1 – What if expectations are that the Foreground can be protected?

If you or ATIA expect that the Foreground, or parts of it, can be protected by performing an additional action, for example patenting, you and ATIA will inform each other. The party entitled to protect that part of the Foreground will inform the other party about its exercise of that right and the specific contents. In the event of protection of the Foreground, or parts of it, ATIA and you will provide each other with all cooperation reasonably required to vest the right by performing an additional action, for example patenting. Any further cooperation may be subject to further conditions. ATIA will not investigate the possibility of protecting Foreground with an IP Right, unless explicitly stated in the Agreement.

9.2 – What if the party entitled to protect the Foreground, or parts of it, decides not to obtain further protection?

If the party entitled to protecting the Foreground, or parts of it, by performing an additional action (for example patenting) refrains from doing so, it will inform the other party and give the other party an opportunity to protect the Foreground or that part of the Foreground or to continue the protection, in which respect it is noted that all other reciprocal rights from the Agreement, including rights of use, will be maintained. The parts of the Foreground to which you or ATIA have an exclusive right in accordance with article 8 are excluded from this provision.

9.3 – Does protection of the Foreground, or parts of it, affect your or ATIA's rights of use?

If the Foreground or parts of it are protected, the rights of use granted under the Agreement and the General Terms and Conditions or under a separate agreement will be maintained.

9.4 – What if an infringement or alleged infringement of IP rights with regard to ATIA Foreground is discovered?

In the event the Client discovers an infringement of IP Rights with regard to ATIA Foreground, the Client must notify ATIA as quickly as possible, and ATIA and the Client will discuss the matter.

10. USE OF BACKGROUND

10.1 – Is ATIA entitled to use your Background?

ATIA does not acquire the right to use your Background, other than and only in so far as necessary to perform the Commission.

10.2 – May you use the ATIA Background that is part of the outcome of the Commission for commercial purposes?

Commercial use of ATIA's Background – also if it is part of the outcome of the Commission – is subject to our explicit prior written consent. Such consent may be subject to further conditions

11. USE OF FOREGROUND

11.1 – How may you use the Foreground? Is your right of use an exclusive right?

You will acquire the right to use the part of the Foreground accrued to ATIA – as provided to you by delivery of the Final Report – within the Scope of the Commission, subject to the limitations laid down in this article 11. The right of use referred to in the previous sentence will be an exclusive right for two years from the date of the final invoice or the date of the Final Report whichever came first, except with regard to any incorporated ATIA Background. ATIA will be permitted at all times to use its Background during this exclusivity period for the benefit of third parties or have such third parties use it.

11.2 – Does ATIA investigate the existence of any third-party rights to the Foreground?

ATIA will not investigate the existence of third-party IP Rights to the Foreground, unless explicitly stated otherwise in the Quotation.

11.3 – Does the exclusive right of use also apply with regard to calculation methods, software and experimental working methods developed by ATIA?

During the exclusivity period, ATIA is entitled to use the calculation methods, software and experimental working methods developed in the context of a Commission, of which the development was not directly intended with the award of the Commission, by or for the benefit of third parties.

11.4 – How may ATIA use the Foreground?

ATIA acquires the right to make free use at all times of the knowledge and experience gained by ATIA during the performance of the Commission on its own behalf, for the benefit of third parties, or have third parties do so, however with due observance of the exclusivity period referred to in 11.1

12. USE OF FINAL REPORT

12.1 – How may you use a Final Report?

In connection with ATIA's position in society and its scientific integrity, ATIA considers it important for a Final Report to be viewed in its context and that its contents can be examined in their entirety, including any scientific or other nuances. A Final Report, as well as any preliminary or interim report or subsequent explanatory notes to the Final Report, is therefore intended solely for the Client's own use; any other use requires ATIA's prior written consent.

12.2 – What is meant by 'any other use' that requires ATIA's prior consent?

'Any other use' as referred to in 12.1 means, among other things:

- reproduction or disclosure in whole or in part by means of print, photocopy, in electronic form or in any other way, or storage in a searchable information file;
- making available to anyone other than parties with an immediate interest, considering the Scope of the Commission, which also includes use by or on behalf of third parties;
- use or allowing the use, in whole or in part, with a view to lodging claims, or taking legal action;
- use or allowing the use, in whole or in part, with a view to advertising, promotion or anti-advertising or for soliciting sales or services in a more general sense.
- the client has no right to mortgage unpaid products, use unpaid products as collateral, or provide any other rights on unpaid products to third parties.
- without prejudice to the above mentioned, the client is allowed to sell the products to third parties only if this is to be expected or a usual business transaction for the Client. In that case, the Client has to transfer the funds obtained to ATIA immediately or, if it is not sold for cash, to transfer the claims to ATIA immediately. Such prior consent may be subject to further conditions.

13. DETERMINATION OF PRICE. PAYMENT

13.1 – What does 'guide price' mean? What price will be invoiced if no price has been determined in advance?

If a 'guide price' has been agreed with you, this price is a non-binding estimate of the price for the Commission, excluding the expenses incurred by ATIA in consultation with you. In that case, i.e. if a 'guide price' has been agreed with you, or if no

price has been agreed with you in advance, the price for the Commission including the expenses incurred by ATIA in consultation with you, will be determined and invoiced on the basis of actual costs. When calculating the actual costs, ATIA will determine the rates applicable to the year in which the part(s) of the Commission is (or are) performed on the basis of the methods generally used at ATIA.

If the period between the Quotation date and the date on which the work will end is one year or more, ATIA will be entitled to index the part of the Commission price not yet invoiced at 1 January each year in accordance with the annual adjustment of the rates used by ATIA. If a 'guide price' has been agreed with you or if no price has been agreed with you in advance, and the price is estimated at more than € 20,000, you may ask ATIA – before performance of the Commission is commenced – to provide a specification of the invoice according to man hours, man hour rates, direct material costs and, if applicable, costs of equipment use and equipment rates.

13.2 – Can you agree Go/No-Go milestones with ATIA in respect of the Commission?

In the Agreement, ATIA and the Client can only explicitly and in writing determine specific milestones at which the Client may decide to terminate or suspend performance of the Commission, but only with regard to a Commission with a guide price in excess of € 20,000. ATIA may attach further conditions to the determination of (passing) specific milestones or the ensuing termination or suspension of the Commission. At request, ATIA and the Client may make arrangements in that context regarding summarily interim reports. Such (preparation of a) summarily interim report may be subject to further conditions as well.

13.3 – What does 'fixed price' mean?

If a 'fixed price' has been agreed with you, this price will be the price for the Commission, excluding the expenses incurred by ATIA in consultation with you.

13.4 – What happens in the event of additional work?

If a fixed price as referred to in 13.3 has been agreed with you, but – with your consent – the Commission has been changed or expanded, or if it turns out during the performance of the Commission that you did not, or insufficiently, inform ATIA about your wishes, requirements or preconditions when the Agreement was concluded, ATIA will invoice the additional work resulting from this on the basis of actual costs.

13.5 – May ATIA require advance and/or interim payment?

ATIA may, at all times, require you to make advance or interim payments.

13.6 – Are the amounts quoted by ATIA inclusive or exclusive of VAT?

All amounts, quoted by ATIA in a Quotation or Agreement or General Terms and Conditions, are exclusive of VAT, unless stated otherwise.

13.7 – In which currency are the amounts due to ATIA?

All amounts due here under shall be payable in Euros, unless otherwise explicitly agreed in writing.

13.8 – Within what term must you pay ATIA's invoice?

ATIA requires you to pay its invoice or invoices within thirty (30) days of the invoice date. You may not deduct any ATIA invoices from amounts owed by ATIA to you, or set off such invoices against such amounts.

13.9 – What if you fail to pay the ATIA invoice, or fail to pay it in full or in time?

If you do not pay the ATIA invoice within thirty (30) days, nor after having received written notice of default, you will owe ATIA interest (i.e. the statutory interest applicable to commercial transactions) and all reasonable costs incurred by ATIA to obtain payment of its invoice, in addition to the unpaid invoice amount. Goods still in ATIA's possession may be retained by ATIA until the ATIA invoice and any interest and collection costs have been paid in full or until you have provided security for payment, for example a bank guarantee. ATIA will remain the owner of goods supplied to you by ATIA as long as the ATIA invoice and any interest and collection costs have not been paid in full. The Client will acquire IP Rights to the outcome of the Commission, or parts of it, on the condition precedent of payment of the price for the Commission.

14. CONSEQUENCES OF NON-PERFORMANCE

14.1 – What are the consequences if ATIA or you fail to perform the Agreement?

If ATIA or you fail to perform a material obligation of the Agreement, the other party will submit a written demand to the non-performing party ('defaulting party') to perform that obligation within a reasonable period. However, a defaulting party will only be in default when the other party has requested it in writing to perform its obligations within a reasonable period and that period has lapsed without those obligations having been performed.

14.2 – Are you or ATIA required performing the Agreement if the other party fails to perform?

If the defaulting party still fails to perform after that reasonable period has lapsed, the other party, with due observance of the provisions of article 16.5, will no longer be obliged to perform its remaining obligations under the Agreement and may terminate the Agreement.

14.3 – Before which date must you inform ATIA of any objections you may have regarding the performance of the Commission?

Any claims you may have against ATIA and/or any agents engaged by ATIA in the context of performance of the Commission must be explicitly notified to ATIA as soon as possible, but in any case before the first anniversary of the date of the final invoice or, if earlier, the date of delivery of the Final Report; claims lodged after that date will lapse, unless you demonstrate that it was impossible for you to notify ATIA within the set term.

14.4 – What institution will settle disputes between you and ATIA?

If a dispute arises in respect of the Quotation, the acceptance or the performance of the Agreement or any related agreements that ATIA and you cannot resolve in mutual consultation, such a dispute will exclusively be submitted - by you or by ATIA - to the competent court in Lelystad.

15. LIABILITY, DAMAGES

15.1 – For what damage is ATIA liable and up to what amount?

ATIA is only liable for loss or damage resulting directly from a failure to perform its obligations that is attributable to ATIA. If ATIA is liable pursuant to the contractual liability referred to in the previous sentence and/or for any other reason, ATIA can only be held liable for direct loss or damage suffered by the Client up to at most the price due by the Client in respect of the Commission pursuant to article 13.

15.2 – For what damage is ATIA not liable?

With due observance of the provisions of article 15.1, ATIA, including any agents engaged by ATIA in the context of performance of the Commission, is furthermore not liable for:

- a. loss or damage suffered by the Client as a result of application or use of the outcome of the Commission, other than in the event of willful intent or gross negligence on the part of ATIA;
- b. loss or damage arising as a result of the fact that the outcome of the Commission cannot be patented or because application of the outcome of the Commission infringes third-party rights;

- c. loss or damage resulting from defects in goods supplied by ATIA, including software, that are supplied by ATIA to the Client, unless and in so far as ATIA can recover such loss or damage from its supplier.

15.3 – What if third parties assert a claim against ATIA and/or agents engaged by ATIA in the context of performance of the Commission regarding your use of the outcome of the Commission?

If third parties assert a claim against ATIA and/or any agents engaged by ATIA in the context of performance of the Commission regarding loss or damage arising from application or use of the outcome of the Commission by you or by a third party to whom you have made the outcome of the Commission available, you must fully indemnify ATIA and/or any agents engaged by ATIA in the context of performance of the Commission, other than in the event of willful intent or gross negligence on the part of ATIA.

15.4 – Can you limit your liability towards ATIA and/or any agents engaged by ATIA in the context of performance of the Commission?

If ATIA staff or any agents engaged by ATIA in the context of performance of the Agreement are present on your premises and/or those of third parties in connection with the Commission, ATIA and/or any agents engaged by ATIA in the context of performance of the Commission will not be bound by any stipulations contained in gate safety or security notices and such that serve to limit the Client's liability under the Agreement or otherwise in whole or in part. You may not invoke any other limitations of liability either, for example in connection with injuries sustained on your premises by agents engaged by ATIA in the context of performance of the Commission, against ATIA or against any agents engaged by ATIA in the context of performance of the Commission

16. END OF THE AGREEMENT, TERMINATION OF THE AGREEMENT

16.1 – What is the term of the Agreement and how does it end?

An Agreement is concluded for an indefinite period of time and ends upon completion of the Commission. ATIA will be deemed to have completed the Commission once ATIA has made the Final Report referred to in 4.2 available to the Client. The Agreement will end automatically, with immediate effect and without any obligation to pay damages if:

- a. the Client is declared bankrupt;
- b. the Client is granted temporary suspension of payment;

c. the Client's business is liquidated or wound up;
d. prejudgment or an executor's attachment is levied on a substantial part of the Client's tangible and/or intangible assets or other goods of the Client.

16.2 – Can the Agreement be terminated prematurely?

The Client may terminate the Agreement prematurely. If the Agreement is terminated prematurely, ATIA is entitled to a part of the price, to be reasonably determined. ATIA may only terminate the Agreement prematurely for serious reasons within the meaning of Book 7, Article 408 (2) of the Dutch Civil Code.

If ATIA, due to force majeure, cannot perform the Agreement or perform the Agreement in time, ATIA is entitled to terminate the whole agreement or the unexecuted part or suspend the Agreement for a definite or indefinite period of time, such is ATIA's choice.

16.3 – How must the Agreement be terminated prematurely?

The Agreement is automatically terminated prematurely in the events referred to in 16.1 (a) through (d) or in writing. In the latter case, the date on which the Agreement ends is the date on which the Client or ATIA receives the written notification regarding the early termination or any later date mentioned in that notification.

16.4 – What are the consequences of early termination?

In the event of early termination of the Agreement, any preliminary or interim outcome of ATIA's work is premature. That is why in the event of early termination, the Client is not entitled to use any preliminary or interim outcome of ATIA's work, neither for itself, nor may the Client use such outcome for the benefit of third parties or have third parties use such outcome. If ATIA and you nevertheless explicitly agree in writing that the Client acquires IP rights to any preliminary or interim outcome of ATIA's work, this is done under the condition precedent of payment of part of the price to be reasonably determined by ATIA as referred to in 16.2.

16.5 – What provisions will continue to apply after termination of the Agreement?

In the event that the Agreement ends in any way, the provisions that are intended to continue apply in full after the end of the Agreement – such as, but not limited to, provisions in respect of liability, rights of use, confidentiality, payment, choice of forum.

– END



Alan Turing Institute Almere
Louis Armstrongweg 84
1311 RL Almere
The Netherlands
+31 (0)36 - 5345985
www.alanturinginstitutealmere.nl
info@ati-a.nl
KvK Flevoland: 39101049