

STANDARD TERMS FOR COMMISSIONED RESEARCH AT AARHUS UNIVERSITY (Attachment 1 to Agreement on commissioned research assignment)

1 PURPOSE OF THE STANDARD TERMS

1.1 These standard terms apply to commissioned research assignment which is conducted by a department at Aarhus University and a Company. These standard terms shall be regarded as agreed terms for this Assignment under the fast track standard agreement at Aarhus University.

1.2 The content and price for the respective Assignment is described in the Agreement on commissioned research Assignment and its corresponding Attachments. These standard terms shall be regarded as agreed terms for the respective research Assignment and may not be dispensed from.

2 DEFINITIONS

Agreement: The Agreement on commissioned research in place for the respective Assignment.

Assignment: The Assignment that forms the subject of this Agreement between the Parties, as described in Attachment 2 to the Agreement.

Background Knowledge: The Parties unpublished knowledge in the form of know-how, unpublished inventions or other specialised unpublished knowledge whether it is or can be protected and intellectual property rights derived thereof that the Parties have informed each other of or made available for the completion of the Assignment.

Confidential Information: The Company's Background Knowledge and AU's Foreground Specific Foreground Knowledge.

Foreground Knowledge: All information – including any data and/or result, regardless of form and regardless of whether it is or can be protected and intellectual property rights derived thereof, which originates from the Assignment and which is generated by a person employed with and allocated by AU to the Assignment.

Price: As included in Attachment 3 to the Agreement.

Specific Foreground Knowledge: The Foreground Information, which undoubtedly falls under the basic idea and formulation of the specific purpose of the Assignment.

3 ECONOMICS

3.1 AU has prepared a Price for the Assignment, as detailed in the Attachment 3 to this Agreement and the Company has agreed to this Price, which cover all AU's expenses in connection with the Assignment, set on market terms. The Price cannot be changed without explicit prior written agreement of the authorized individuals of the Parties.

3.2 The payments of the Price by the Company shall be paid thirty (30) days after demanded at the times indicated in Attachment 3 to AU, who shall be responsible for invoicing the Company. The agreed Price is stated without VAT. The Company is responsible for paying VAT and other taxes in connection to the payment of the Assignment.

3.3 If the Assignment agreed between the Parties cannot be met and this is not due to errors or omissions by one of the Parties, the Parties shall jointly reassess the Assignment and the costs required to finalise the Assignment. The Company shall decide whether the Assignment shall be completed by means of additional cash contributions, etc. or be terminated as is. In the event of termination hereunder, the total sums payable by the Company pursuant to this Agreement shall be equitably prorated for actual work performed to the date of termination including any reasonably non-cancellable costs and start-up costs, with any unexpended funds previously paid by the Company to AU being refunded to the Company.

4 PERFORMANCE OF ASSIGNMENT

4.1 AU shall comply with the time schedule for the execution and delivery of the Assignment indicated in Attachment 2. AU shall adhere to specific procedures provided by the Company applicable for conducting the Assignment.

4.2 AU shall obtain all necessary approvals from the relevant regulatory authorities to conduct the Assignment.

4.3 The Assignment shall be completed when the Company has received and approved the Specific Knowledge in the agreed format. The final performance shall be considered approved if the Company has not indicated otherwise to AU no later than ten (10) days from receipt of the final delivery by the Company.

4.4 AU shall not provide any guarantee and cannot be held liable for a failure to achieve a specific result with any performance requested by the Company.

5 RIGHTS

5.1 The Company shall require all rights to Specific Foreground Knowledge without payment of additional fees. Other Foreground Knowledge than Specific Foreground Knowledge shall belong to AU. Inventorship and authorship shall be governed by Danish intellectual property law applicable.

5.2 AU shall inform the Company as soon as possible and at the latest when AU has ascertained that one or more of the individuals assigned to the Assignment, have made an invention that can potentially be patented or a software that can be protected under copyright on the basis of the Specific Foreground Knowledge to which the Company has acquired the rights, cf. Clause 5.1. The Company shall decide whether to file a patent application. AU represents that it has or will obtain assignments of any and all rights in and to inventions and software rights thereof from its respective employees.

5.3 AU shall not provide any guarantee that an invention made by one of the Institution's employees and transferred to the Company shall not violate a third party's rights and AU shall not be held liable for any such violation.

- 5.4 During the term of the Assignment, the Parties shall grant each other a non-exclusive, non-transferable, fully paid-up, royalty free access right to use their respective Background Knowledge that is strictly required for the purpose of completing the Assignment and for no other reason. For the avoidance of doubt such access shall not extend to any commercial work and shall cease with the Assignment.

6 ASSIGNMENT OF RIGHTS AND OBLIGATIONS

- 6.1 The rights and obligations under this Agreement cannot be assigned to a third party except in the event of structural changes or changes regarding jurisdiction, etc. within the public research sector and except in the case of mergers or divisions or assignment to another company within the same group or to a third party in connection with that Party's complete or partial takeover of Party's assets and liabilities, provided always that the performances of the Parties under this Agreement are not affected.

7 CONFIDENTIALITY

- 7.1 AU shall not pass on Confidential Information generated by the employees of AU during work on the Assignment or which AU has received from the Company to a third party.

- 7.2 AU shall only make Confidential Information received from the Company available to its employees only for the purpose of executing the Assignment. AU shall ensure that the mentioned employees are obliged to comply with the duty of confidentiality.

- 7.3 AU's duty of confidentiality as set out in Clauses 7.1 and 7.2 shall not apply to knowledge that:

- *at the time of acquisition was or later became publicly available and not as a result of a breach of the duty of confidentiality;*
- *was received without any restrictions regarding confidentiality from a third party who was entitled to pass on the knowledge in question;*
- *must be passed on to outside Parties in accordance with an obligation stipulated by law, a legal decision or other binding public document;*
- *was developed independently of his participation in the Assignment as documented in the books and records of AU*

- 7.4 Any of AU's Background Knowledge that has no connection with the Assignment, received by the Company during the term of the Agreement, shall be kept confidential by the Company subject to the exceptions set out in Clause 7.3.

- 7.5 For the avoidance of doubt the existence of this Project shall never be deemed a Confidential Information.

8 PUBLICATION OF FOREGROUND KNOWLEDGE

- 8.1 The Company shall be free to publish AU's Specific Knowledge in the agreed format, including a summary of the report prepared by AU. The Company shall not publish parts of the

Specific Knowledge or other versions of the Specific Knowledge than the summary and/or agreed format prepared by AU without prior written approval of AU.

- 8.2 Publication of AU's Specific Knowledge in the agreed format by the Company shall be subject to appropriate acknowledgement to AU, unless the AU chooses to waive such acknowledgement.
- 8.3 The Company shall not without the written permission of AU directly or indirectly refer to the AU or employees at AU in connection with the marketing of the Company or its products or otherwise use AU's name for commercial purposes.
- 8.4 AU shall be entitled to publish other Foreground Knowledge than Specific Foreground Knowledge.

9 LIABILITY

- 9.1 AU shall be liable for defects in its execution of the Assignment and a delay in delivering the agreed performance provided the defect or delay is a result of a negligent or intentional act or omission on the part of AU. This liability shall include any risks attaching to the execution of the Assignment (product liability). AU shall not be liable for any indirect losses, consequential damages, operational losses, loss of profit or other consequential financial losses, including claims for damages from a third party resulting from the Company's exploitation of the Foreground Knowledge and/or Specific Foreground Knowledge.
- 9.2 None of the Parties shall be liable for a failure to fulfil their obligations under the Agreement if the failure to perform is due to force majeure.
- 9.3 The liability of the Parties shall be subject to the limitations set out in Clauses 9.4 and 9.5 except in the case of gross negligence or intentional acts or omissions.
- 9.4 Apart from a breach of confidentiality, cf. Clause 7, the liability of one Party to compensate the other Party shall not apply to consequential losses such as production interruptions, loss of turnover/profit, other indirect losses, or losses which could not reasonably have been foreseen by the Parties.
- 9.5 A Party's aggregate liability towards the other Party shall be limited to once the Party's share of the total costs of the Project or DKK 500,000.00 (five-hundred-thousand) whichever is the smallest amount.

10 INFORMATION TO THE PUBLIC

- 10.1 Being a public research institution AU is subject to Danish public law including the Danish Public Administration Act and the Public Records Act. Furthermore, AU is legally obligated to publish information on private financing of the AU's activities, the Company shall accept that the requested information is published in accordance with relevant legal provisions.
- 10.2 No Party shall use the name, logo, or trademark of any other Party, its employees or affiliates in any publicity, advertising, or news release without the prior written approval of that Party (such consent not to be unreasonably withheld or delayed).

10.3 When entering the Agreement and fulfilling the contractual obligations, both Parties process information about the other Party's employees, whom is part of the Assignment and other persons whom is necessary for the completion of the Assignment. Each party is data controller for the procession of these personal data, with reference to each Party's privacy policy and applicable general data protection regulation. The data subject is entitled to obtain access to and rectification of their own personal data.

11 NATURE OF AGREEMENT – RESTRICTIONS OF COMPETITION

11.1 This Agreement does not create a legal entity with the Parties as participants, and the Parties therefore cannot bind each other vis-à-vis a third Party.

11.2 The Parties do not accept other restrictions between themselves than those expressly mentioned in the Agreement, including restrictions of competition.

12 DISPUTES

12.1 All disputes between the Parties about the interpretation and implementation of this Agreement shall be settled in accordance with Danish law. Before taking any legal action, cf. Clauses 12.2, 12.3 and 12.4, the Parties to the dispute shall endeavour to settle the dispute amicably.

12.2 Each of the Parties to the dispute shall be entitled to request that matters not relating to Background Knowledge, Confidential Information or intellectual property rights be decided by the ordinary courts of Aarhus, Denmark.

12.3 Each of the Parties to the dispute shall be entitled to request that matters relating to Background Knowledge, Confidential Information or intellectual property rights be finally and conclusively settled by arbitration in accordance with the procedural rules of the Danish Institute of Arbitration, in which case each of the Parties to the dispute shall appoint an arbitrator and the Institute of Arbitration shall appoint the presiding judge,

12.4 The arbitration provision in Clause 12.3 shall not prevent a Party from making use of the provisions of the Danish Administration of Justice Act on injunction and/or other interlocutory remedies.