

1. Purpose and scope

1.1. These terms and conditions have been adopted by INL and apply to services contracted to INL. Divergent, contrary, or additional terms requested by the Client shall not form part of the Contract without the prior written consent of INL.

2. Definitions

2.1. Unless the context otherwise requires or except as expressly provided, the following terms shall have the following meanings:

(a) Background IP: in respect of a party, any Intellectual Property owned by, licensed to or otherwise controlled by a party prior to the Effective Date or created or acquired after the Effective Date independently of the Work, which is relevant to the Work.

(b) Client: the person or entity identified in the Proposal, and with whom the Contract is formed.

(c) Contract: the agreement between the Client and INL, concluded through the acceptance of the Proposal of INL by the Client or the issuance of a Purchase Order ('P.O.') by the Client.

(d) Confidential Information: has the same meaning ascribed to it at the Mutual Non-Disclosure Agreement ('NDA') signed between the Parties.

(e) Deliverables: the equipment, materials, parts (including the single parts separated or extracted from the Input Material by INL), workpiece, items, matters, information and all documentation to be delivered by the INL to the Client as part of the Work.

(f) Fee: the price to be paid to INL by the Client for the performance of the Work in accordance with the Proposal or the P.O. and these General Terms and Conditions.

(g) Force Majeure: an event beyond the reasonable control of the parties including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, pandemic, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

(h) Input Material: the documentation, data and any other materials (including but not limited to the masks and each single component of the Input Materials, even if separated or extracted by the other Party) and information provided by one party to the other for the purpose of performing its obligations under the Contract, (including under the Proposal or the P.O.).

(i) Intellectual Property (IP): patents, patent applications, drawings, utility models, design rights, rights to inventions, business ideas, concepts, supplementary protection certificates, discoveries, breeders' rights, copyright (including the copyright in software in any code), and neighbouring and related rights, moral rights, copyright database rights, computer programs, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights to use, and protect the confidentiality of confidential information (including Know-how and trade secrets), semiconductor topography rights, plant variety rights and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for, and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

(j) Parties: the Client and INL.

(k) Party: either the Client or INL.

(l) Project Plan: the description of the Work to be performed by INL, including the Statement of Work, and any modifications thereof agreed on later in writing by the Client and INL, herewith attached, if applicable.

(m) Proposal: the Quotation and/or the Project Plan which includes the Work to be performed by INL, describing the Deliverables to be provided and any specific terms applicable to such, specifications, delivery dates and price, herewith attached.

(n) Purchase Order (P.O.): the document containing the requirements by the Client to INL, stating the terms of quality, quantity, performance, Fees and payment for the Work, if applicable.

(o) Quotation: the formal document containing the estimated cost for the execution of the Work, issued by INL to the Client to, herewith attached, if applicable.

(p) Results: all the results of Work performed by INL as part of the Contract, including the Deliverables.

(q) Statement of Work: the description of the Project's work requirements, specific activities, deliverables and timelines for INL.

(r) VAT: value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

(s) Work: the services as specified in the Proposal.

3. Conclusion, Object of the Contract and period of performance

3.1. The Contract between the Client and INL will be concluded through the acceptance of the Proposal of INL by the Client, either in writing or electronically, within the period stated in the Proposal, or the issuance of a P.O. by the Client, which shall both imply the express acceptance of these General Terms and Conditions. The Contract will take effect on the start date mentioned in the Proposal and, in the absence thereof, on the date on which INL received the acceptance from the Client. If, with the Client's consent, INL has started performing the Work, the content of the Proposal will be regarded as agreed on, and the start date for the Work will be considered the start date for the Proposal.

3.2. The Contract will be carried out in accordance with the Work.

3.3. Where the Proposal includes a period of performance or deadlines, these shall only be deemed to be binding after express acknowledgement by INL. Should INL recognise that the binding period of performance or the binding deadline cannot be met then it shall notify the Client of the reasons for delay and shall agree on an appropriate adjustment with the Client.

3.4. Conducting work into the existence of third-party patent rights or the patenting options will not constitute part of the Contract. If conducting such activities has expressly been agreed on in writing, INL will not in any way assume liability for the content and results of these and the Client shall further indemnify and hold harmless INL from and against any and all claims, damages, expenses and costs, including those asserted by third parties, related thereof.

4. Change Variation Orders

4.1. The Client may request INL, in writing, to carry out changes in the Work during its performance by INL and INL shall carry them out as

long as such changes do not adversely affect the Work timeline or the price agreed.

4.2. In case INL considers that the changes or the accumulation of such changes adversely affect the Work timeline or the price agreed, he shall notify the Client in writing of such fact, and the changes shall be carried out provided INL and the Client fully and expressly agree, in writing, within 10 (ten) days of dispatch of the notice by INL, on (a) the adjustment of the price, (b) the adjustment of the delivery date and (c) any other necessary adjustment.

4.3. In case of agreement between the Parties pursuant to 4.2., INL shall issue a modified Statement of Work.

5. Fee

5.1. The Fee shall be expressed in EURO and is exclusive of VAT.

5.2. Unless otherwise stated in the Proposal, the Fee will be a fixed price.

5.3. The costs for additional Work (therefore not included in the Proposal or in the P.O.) may only be charged to the Client if the parties have previously agreed in writing or through electronic means to such additional work.

5.4. All sums to be paid by the Client to INL under the Contract shall be in full without deduction of income tax or other taxes, charges, or duties that may be imposed, except in so far as the Client is required to deduct the same to comply with applicable laws. The Client and the INL shall co-operate and take all steps reasonably and lawfully available to avoid deducting such taxes and to obtain double taxation relief. If the Client is required to make any such deduction it shall provide INL with such certificates or other documents as it can reasonably obtain to enable INL to obtain appropriate relief from double taxation of the payment in question.

6. Payment

6.1. Payments shall be due according to the payment schedule set out in the Proposal or in the P.O.. In the absence of a payment schedule, the due date shall be the date stated in the invoice.

6.2. If not specifically agreed otherwise between the parties, Payments shall be made within 30 (thirty) days of the invoice date to the bank account designated in writing by INL. Payments shall further indicate the invoice number of INL.

6.3. If Payments are not made by their due date, INL has the right to suspend its works until payment by Client is made and up to date.

6.4. Set-off against claims of INL shall only be allowed if the counterclaim is uncontested or if it is the subject of a final decision according to the dispute resolution clause.

7. Performance of Work

7.1. INL will use its reasonable endeavours to achieve the Results and will perform the Work as set out in the Proposal with due care and diligence, in a good scientific manner and using appropriately experienced, qualified and trained personnel.

7.2. INL is not obliged to commence or continue the Work until all information, data, materials, equipment or other items to be provided by the Client to INL have actually been provided to INL in the agreed form, quantities and/or quality. Delays in providing the aforementioned items will entitle INL to set a revised Project Plan, as well as to pass on to the Client the costs incurred due to waiting periods.

7.3. INL may replace its personnel performing the Work with other personnel. INL may also engage third parties to perform (part of) the Contract (under INL's responsibility).

7.4. The Client and INL will inform each other of details which become apparent while performing the Contract or during the performance of the Contract, and which in all reasonableness are expected to be relevant to the other party.

7.5. If the Work relates to materials provided by the Client, the Client will be responsible for the selection, representativeness, designations of codes and brand or product names, identification, date of sampling and other relevant information regarding the materials to be researched.

7.6. If reasonably possible, INL will keep materials (or the remnants thereof) which are provided to INL in connection with the performance of the Contract for two weeks after the date on which the Results in that respect were reported or delivered to the Client. If the Client has not arranged to collect the aforementioned materials or have them sent back within this period, INL may take appropriate measures at the Client's expense.

7.7. INL will report to the Client on the progress of the Work as set out in the Proposal. Unless otherwise agreed, such reporting will be made in writing or through electronic means.

8. Conditions for delivery of Deliverables and performance of Work within the Project Plan.

8.1. The title and risk for the Deliverables is transferred at the place of loading, at INL's premises. From that moment on, all risk and liability over the deliverables shall be borne by the Client, including, but not limited to transportation, related costs, insurance,

8.2. Where INL based on an express commitment owes performance of Work or delivery of Deliverables corresponding to the accepted state-of-the-art, then in the case of defects the rules under this clause shall apply.

8.3. Should the Deliverable generated by INL prove to be defective, then INL, at the Client's written request within a period of 14 days after delivery of the Deliverable, shall first be given the opportunity to supplementary performance - depending on the nature of the Deliverable, the defect and other circumstances also repeatedly - either by means of remedying the defect or substitute the Deliverable.

8.4. Should INL reject supplementary performance or if supplementary performance cannot be achieved or the Client cannot reasonably be expected to accept supplementary performance, then the Client may either terminate the contract or demand reduction of the fee owed (reduction) or damages. The right to termination may be exercised only in case of a serious defect. Such right lapses if the Client does not declare the termination of the Contract within 14 days after receiving notification of rejection or failure of supplementary performance or at the latest 14 days after the date at which it is recognised that the Client cannot reasonably be expected to accept supplementary performance. INL shall pay damages only under the further conditions of clause 9.

8.5. The Client shall immediately examine the Deliverables supplied by INL and report any defects found without undue delay. INL only warrants for recognisable defects if it has been notified thereof within a period of 14 days from the date of delivery. If the Client does not notify INL pursuant to the above, then all his rights mentioned in this clause shall be considered precluded.

9. Liability

9.1. To the extent that either party has liability to the other party in contract, tort (including negligence), or otherwise under or in connection with the Contract, including any liability for breach of

warranty, such party's liability shall be limited in accordance with the following provisions of this clause 9.

9.2. Excluded Liabilities: neither party shall be liable towards the other for any indirect or consequential loss, including, but not limited to, special or pure economic loss, costs, damages, charges or expenses, loss of profits, loss of anticipated savings, loss of businesses or businesses opportunity, diminution in the value or loss of goodwill, reputation and/or damage to brand (and/or any similar losses), or loss of income or revenue.

9.3. Financial limit on liability. INL's aggregate liability resulting from or relating to the Contract will be limited to, at most, the Fee paid by the Client to INL in connection with the Work.

9.4. The exclusions and limitations stated in Clauses 9.2 and 9.3 above shall not apply in respect of any: fraud; death, injury to natural persons or damage to real or immovable property caused by the gross negligence or wilful act of the Client or the INL, its directors, employees, agents or representatives or by the wilful misconduct, gross negligence or wilful breach of any obligation under the Contract or in so far as any mandatory applicable law overrides such exclusions and limitations

9.5. Should INL neither fulfil the performance as agreed upon nor do so at the time due nor in the manner agreed upon, then the Client may only demand compensation in lieu of performance, pursuant to the terms of this clause 9, if the Client has unsuccessfully set an appropriate deadline for the performance by INL, including the statement that it would otherwise reject acceptance of the performance after the passing of that deadline.

9.6. Damage caused to third parties. Each party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said party's obligations by it or on its behalf under the Contract. Each Party shall further indemnify and hold harmless the other Party from and against any and all claims, damages, expenses and costs, asserted by third parties, arising out of the Contract.

9.7. INL will not be liable for loss or damages that the Client suffers on account of the Client's use of the Results.

9.8. The foregoing liability limitations will not apply if and insofar as liability was caused by wilful misconduct or gross negligence on INL's part.

9.9. Any claim against employees or persons engaged by INL will be precluded. Employees and persons engaged by INL may always invoke this third-party clause stipulated for their benefit.

9.10. Any claims by the Client for compensation under the Contract will lapse 12 (twelve) months after the Work to which such claims relate to was performed.

10. Intellectual Property and related matters

10.1. INL and the Client will each remain entitled to their Background IP. Except for purposes of performing the Work, the parties do not grant each other any rights to use the Background IP.

10.2. INL will be entitled to any improvements or modifications to INL's Background IP.

10.3. All existing and future Intellectual Property in the Results, if any, will at all times vest absolutely in INL. INL grants to the Client a royalty-free, non-exclusive, non-transferable licence to use such Intellectual Property to the extent necessary for the use of the Results by the Client for the purpose of application on which the Contract is based, but for no other purpose.

10.4. Notwithstanding the Foregoing, if during the performance of the Contract, Background Intellectual Property of INL is used which is required for the Client's commercial activities upon completion of the Work, then the Client may be granted, upon its request to INL, a non-exclusive, royalty-bearing right of use on fair and reasonable commercial terms, under a separate agreement unless other obligations entered into by INL preclude this.

10.5. All Intellectual Property in Input Materials provided by the Client to INL shall remain vested absolutely in the Client. The Client grants to INL a royalty free, non-exclusive, non-transferable licence to use the Client's Input Materials and the Client's Intellectual Property related thereto for the duration of the Contract to the extent necessary for the purpose of INL performing the Work.

10.6. Intellectual Property created by INL whilst performing its obligations under the Contract: (i) using Input Materials belonging to the Client and (ii) that cannot be used without infringing the Client's Intellectual Property related thereto (including those in Input Materials belonging to the Client) shall be vested absolutely in the Client.

11. Retention of title and right of use

11.1. The Client shall only be granted any title or right to use the Results and Deliverables as set out in the Contract, as well as any right of use of the Intellectual Property of INL foreseen in the Contract after full payment of the Fee.

12. Confidentiality

12.1. The Parties acknowledge and agree that the Confidentiality obligation undertaken by the Parties under the 'NDA' shall remain valid for the execution of this Contract and survive its termination.

13. Termination

13.1. Except as provided in this clause 13 and clause 8.4., there shall be no further right of termination under the Contract.

13.2. Notwithstanding the foregoing, either party shall be entitled to terminate the Contract at any time, including during the performance of the Work, by notice in writing to the other, if:

(a) The other Party is declared bankrupt, is wound-up, having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is subject to any other similar proceedings or procedures under applicable national law;

(b) The other Party is in material breach of the Contract which breach is irremediable or, if remediable, is not remedied by the defaulting Party within 30 days of being requested to do so by the other; or

(c) The other party is in breach of any of its confidentiality obligations under clause 12.

13.3. Once the Contract has been terminated on any ground, all of the rights and obligations arising prior to its termination shall be liquidated and fulfilled by both parties, without prejudice to any rights and obligations flowing from such termination for the parties, pursuant to the provisions of these General Terms and Conditions.

13.4. For clarity, upon termination, the client shall up to the date of termination (i) compensate INL for all costs incurred. (ii) reimburse INL for the costs incurred with the personnel. In the event that the termination is due to a fault by one of the parties, this shall not affect damage compensation claims.

14. Force Majeure

14.1. No party shall be considered to be in breach of the Contract if it is prevented from fulfilling its obligations under the Contract by Force Majeure.

14.2. The party claiming to be affected by the event of Force Majeure shall notify the other party of the nature and extent of the circumstances as soon as practicable. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for six (6) months, the party not affected may terminate the Contract by giving written notice to the affected party.

15. Publication and advertising

15.1. The client shall be entitled to publish the Results including identification of the author or the INL only after prior consultation and approval of INL (such approval not to be unreasonably withheld) and in compliance with the provisions on Confidentiality. Said consultation shall take into consideration that, for instance, paper submissions, applications, and/or registrations of intellectual property rights are not impaired. For purposes of advertising, the client may only mention the name of INL with INL's express consent.

15.2. Publications by INL relating to the purpose of application on which the Contract is based and for which the Client has been granted an exclusive licence under the terms of this General Terms and Conditions, shall only be made after consultation with the Client in due time prior to publication.

16. Data Protection

16.1. The Parties agree that the provisions contained in the 'NDA' regarding Data Protection are herein applicable.

17. Notices

17.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or address as set out in the Proposal, or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.

17.3. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the other party address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one business day after transmission.

18. Miscellaneous

18.1. Any modification to or any variation of the Contract must be in writing and signed the Client and INL.

18.2. The Client may not assign or transfer its rights or obligations under the Contract without the prior written consent of the INL.

18.3. A waiver of any provision of or right under the Contract must be in writing signed by the party entitled to the benefit of that provision or right and is effective only to the extent set out in any written waiver.

18.4. Should any provision of these General Terms and Conditions be or become fully or partially invalid, illegal, or unenforceable, it shall not affect the validity of the remaining provisions of thereof. The same shall apply in case of a gap in the provisions of these General Terms and Conditions In such cases the Client and the INL shall be entitled to

request that a valid and practicable provision be negotiated which best fulfils the purpose of the original provision or the scope to the Contract.

18.5. If different documents are inconsistent with one another, the following order of priority will apply: (1) Proposal/Quotation; (2) General Terms and Conditions and (3) Project Plan.

19. Dispute Resolution

19.1. Any disputes between the Parties in connection with or arising out of the Contract shall be resolved according to the provisions set out in the 'NDA' signed between the parties.