



Terms and Conditions for Scientific Services by Ulm University

1. Governing Conditions

The legal relations between Ulm University and the Costumer shall be governed additionally by these terms and conditions.

Terms and conditions of the Costumer shall not be applicable, unless Ulm University explicitly states otherwise in writing.

A contract regarding the scientific services is concluded by Ulm University's acceptance or confirmation of the offer to conclude a contract by the Costumer („order“), signed by Ulm University's Management or Administration - at the latest, however, upon invoicing.

2. Results

All rights to the results belong to the Costumer. Ulm University and its respective employees shall be entitled to use the results (including any intellectual property rights and copyrights) for research and teaching purposes in a non-exclusive, non-transferable, cost-free manner without limitations regarding time, location and content. The rights of Ulm University's inventors under Section 42 of the German Employee Invention Act remain unaffected. In particular, inventors retain a right of use in accordance with the provisions of Section 42 No. 3 of the German Employee Invention Act.

3. Warranty and Liability

Ulm University performs the services with its customary care and according to the state of the art in science and technology known to it.

The parties are aware of the performance risks associated with scientific services. Ulm University does not guarantee that any specific work results will be achieved or that the work results are economically or technically exploitable and free from third-party rights.

Ulm University is liable only for property damage and financial loss caused by intent or gross negligence.

If essential contractual obligations are breached, Ulm University is liable for intent and negligence. In cases of slight negligence, liability is limited to foreseeable direct damage typical of this type of agreement. Essential contractual obligations are obligations that

protect the essential contractual legal positions of the contracting parties to be granted to them in accordance with the content and purpose of the contract. Furthermore, such contractual obligations are essential whose fulfilment is integral to the proper performance of the agreement and on whose observance the contracting party should regularly be able to rely on.

Ulm University's warranty is reduced to one year beginning with the delivery of the results.

These liability limitations and exclusions do not apply to claims under the German Product Liability Act, in cases of fraudulent behaviour, liability for guaranteed characteristics and injury to life, body or health.

The Costumer shall indemnify Ulm University against third-party claims resulting from its use of the results, unless the liability is a result of Ulm University's intentional or grossly negligent behaviour.

4. Confidentiality

The contracting parties will treat any information marked or identified as confidential, disclosed to the other contracting party in written, oral or other form in connection with the performance of the contract as strictly confidential. The confidentiality obligation continues to apply for two years beyond the duration of the contract.

The confidentiality obligation does not apply if and insofar as the information in question is (i) publicly known, or becomes publicly known through no fault of the receiving contracting party, or

(ii) was or is lawfully acquired by a third party, or

(iii) is already in the possession of the receiving contracting party, or

(iv) has been or is being developed autonomously by the receiving contracting party independently of the notification, or

(v) must be disclosed by law or by official/judicial order.

Ulm University may disclose information about the existence of this contract, its title and the duration of the project as well as the Costumer.



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Further contract-related information may only be disclosed and passed on in the event of legal obligations and official or judicial orders. Furthermore, Ulm University refers to its legal obligations under § 41 a Landeshochschulgesetz (Federal State Higher Education Act by the German State Baden-Württemberg).

5. Dissemination

The Customer acknowledges the fundamental interest of Ulm University in scientific publications. Ulm University will make available to the Customer for inspection any manuscripts of planned scientific publications arising from this contractual relationship four weeks before the planned date of publication. Should the planned publication affect legitimate interests of the Customer, the Customer must notify Ulm University about this in writing in due time. In such case, the Parties will consult on a modification of the planned publication.

The Customer is entitled to request from Ulm University a delay of publication of up to three (3) months to enable intellectual property protection. After that, Ulm University is free to publish.

Mandatory rights under § 42 the German Employee Invention Act to disseminate an invention shall not be restricted. Ulm University will inform the Customer without undue delay if one of its employees notifies Ulm University that he or she intends to publish an invention.

6. Export Control

Ulm University shall not be considered to be in breach of this contract if it is prevented from fulfilling its obligations under this contract due to a restriction resulting from import or export regulations or any delay of the granting or extension of the import or export license or any other governmental authorisation, provided that Ulm University has applied for any necessary license or authorisation properly and in time.

Ulm University will notify the Customer of any such restriction without undue delay. The restriction may represent a major cause for the

termination of this contract. All rights to claim damages are mutually excluded.

7. Legal Venue and Governing Law

The place of jurisdiction for all disputes arising from or in connection with this contractual relationship is Ulm, Germany.

This contractual relationship is governed by German law excluding the conflict-of-laws rules and the UN Sales Convention (CISG) dated April 11, 1980.