

**GENERAL TERMS AND CONDITIONS FOR SCIENTIFIC SERVICES OF ETH ZURICH
(„GTC Scientific Services ETHZ“)****1. Scope**

These GTC Scientific Services ETHZ govern the performance of Services of ETH Zurich in the area of research for the client addressed in the offer (“Client”).

2. Offer and Acceptance

2.1 The offer submitted by ETH Zurich to the Client is valid for thirty (30) days after the receipt by Client, if not stipulated otherwise in the offer.

2.2 The contract will enter into force once signed in full by the Parties.

3. Service Provision

3.1 ETH Zurich undertakes to perform the services as described in the offer (“Service”) with due diligence taking into account recognized scientific standards.

3.2 The Service and the deliverables shall be provided to Client as described in the offer. Any timelines contained in the offer are estimates only and shall not give rise to claims against ETH Zurich. In case of a delay ETH Zurich will inform the Client in due time.

3.3 Any subcontracting of Services or parts thereof to third parties shall only be made if mentioned in the offer or after the Client’s prior consent.

4. Supply of Information and Material

4.1 The Client shall timely provide ETH Zurich with any information referenced in the offer for the performance of the Service.

4.2 The Client shall timely provide ETH Zurich with any materials of the Client in the quantities, qualities and specifications as set forth in the offer, or as required for the proper and safe performance of the Service.

4.3 The Client represents and warrants compliance with all applicable laws and regulations as well as any third party rights with regard to the collection, transfer and provision of any Client information and materials to ETH Zurich and their use by ETH Zurich for the performance of the Service. If stated in the offer and subject to Section 6, ETH Zurich shall be entitled to destroy and/or use any remaining materials.

5. Use of Infrastructure by Client

If in the course of the Service, Client’s personnel needs access to infrastructure of ETH Zurich, Client ensures sufficient insurance coverage and represents that the Client’s personnel complies with all communicated internal regulations and instructions such as for example the security and safety policies of ETH Zurich. Client acknowledges that its personnel may be required to sign separate agreements, e.g. a confidentiality agreement, for the access to such infrastructure.

6. Confidentiality

6.1 “Confidential Information” is to be understood as any information of any kind irrespective of whether it is provided in writing, orally, electronically, or in the form of samples, models, products or equipment etc., which is labeled as confidential and exchanged in any form and to which access is given by the Client to ETH Zurich for the purpose of the Service. ETH Zurich will maintain secrecy with respect to Confidential Information and will use it solely for the performance of the Service. If Confidential Information is communicated in a non-written form, the Client must provide to ETH Zurich within ten (10) days from disclosure a written reproduction of the information that needs to be treated as confidential. The obligation of confidentiality ends five (5) years after the termination of the contract.

6.2 Confidentiality obligations shall not apply to such information for which ETH Zurich can prove that such information (i) was already in the public domain before its disclosure by Client or is afterwards made public through no fault of ETH Zurich, (ii) was disclosed to ETH Zurich by a third party free of any obligation of confidentiality, (iii) was already known to ETH Zurich before its disclosure or (iv) was developed by ETH Zurich independently. In the event that ETH Zurich is required by law or a regulatory body to disclose Confidential Information, ETH Zurich shall, wherever practicable, give to Client reasonable advance notice of the intended disclosure.

6.3 Except for copies on routine information technology backups, copies for the purpose of monitoring compliance with its obligation hereunder and subject to mandatory laws, ETH Zurich will destroy and/or delete any Confidential Information upon termination of the Service.

7. Deliverables

7.1 If pursuant to the offer ETH Zurich is to provide reports, it assigns, upon transfer, its ownership in the reports to the Client. Subject to Section 9, the Client is free to dispose of the reports and uses any information contained in the reports in its own responsibility.

7.2 If pursuant to the offer ETH Zurich is to provide items and/or samples, it assigns, upon transfer, the ownership of the items and/or samples to the Client. The Client agrees and acknowledges that the items and/or samples are neither intended to be sold nor to be applied in vivo. The Client shall remove any reference to ETH Zurich attached to or contained in the items and/or samples before using or furnishing the items and/or samples to third parties. Subject to the requirements set forth in this Section 7.2, the Client is free to dispose of the items and/or samples in its own responsibility.

7.3 If pursuant to the offer ETH Zurich is to provide data, the Client is entitled to use the data for any purposes subject to Section 9.

7.4 The risk for loss and damage of the items, samples and data to be provided pursuant to the offer shall pass to the Client as soon as prepared for dispatch. Place of performance is the laboratory or institute of ETH Zurich performing the Service.

7.5 The Client shall inform ETH Zurich in writing within fourteen (14) days after receipt of the items, samples or data to be provided pursuant to the offer of any non-compliance with the specifications as set forth in the offer or in the case of a hidden defect within fourteen (14) days upon discovery. Warranty period for hidden defects shall be six (6) months from receipt of items, samples and/or data to be provided pursuant to the offer.

8. Remuneration

8.1 The Client shall pay ETH Zurich the remuneration as stipulated in the offer, plus Swiss VAT, where applicable. The Service can be offered based on (hourly) rates with or without cost ceiling and/or at a fixed price as set forth in the offer. If not included in the offer, any ancillary costs such as costs for packaging, shipping or insurance expenses and customs duty have to be remunerated separately by Client, if not borne by the Client directly.

8.2 Installments are due as set forth in the offer. In the absence of an installment schedule, the remuneration for the Service is due upon termination of the contract.

8.3 The Client shall pay the invoices within thirty (30) days upon receipt to an account nominated by ETH Zurich. If the Client does not raise any justified objections regarding the invoice within ten (10) days from its receipt, such invoice shall be deemed accepted by the Client.

9. Data Protection & Export Control

9.1 The parties agree to comply with all applicable data protection laws and regulations. To the extent the personal data is collected by ETH Zurich based on data protection regulations for Federal Bodies, the Client shall (i) use such data only for research purposes not related to specific persons; (ii) protect such data by suitable technical and organizational measures, in particular against unauthorized processing; (iii) render such data anonymous as soon as the purpose of the processing permits; (iv) only disclose such data to a third party with the prior written consent of ETH Zurich (Email sufficient) and in compliance with any requirements imposed by ETH Zurich; and (v) publish such data only in a manner that the data subjects may not be identified.

9.2 Any export-controlled items such as goods, technology or software shall be provided solely to ETH Zurich's Project manager and only i) after the Partner informed ETH Zurich's Project manager in writing of any export-relevant restrictions pursuant to the applicable laws (including but not limited to U.S. export laws for items with U.S. origin) and of the respective export control classification, and ii) after the receipt of ETH Zurich's written consent, which may be provided at ETH Zurich's sole discretion.

10. Advertisement

The Client shall not use the names, logos or trademarks of ETH Zurich or its institutes, laboratories, researchers etc. in the context of advertisement without the prior written consent of ETH Zurich.

11. Liability, Warranty, Indemnification

11.1 ETH Zurich represents that the items, samples and data to be provided pursuant to the offer comply with the specifications expressly stated in the offer and that the Service is provided according to Section 3.1. Any other warranty and/or representation, including but not limited to the non-infringement of third party rights, is excluded.

11.2 Subject to a breach of Section 6 and subject to 11.3 and to the extent permitted by the applicable law, ETH Zurich excludes any liability for any damages, including but not limited to any indirect damage or consequential loss or similar damage (e.g. loss of profit) suffered by Client in connection with the contract, provided such damage was not caused by ETH Zurich's willful intent or act of gross negligence.

11.3 The Client shall bear sole responsibility for the use of any items, samples, data and any information provided by ETH Zurich and shall, to the fullest extent permitted by the applicable law indemnify ETH Zurich against third party claims which are based on the Client's use of any items, samples, data or any information contained in the report or otherwise provided by ETH Zurich.

12. Termination

12.1 Subject to 12.2, the contract shall terminate upon the completion of the Service. The provisions which, by their nature, are intended to survive the expiry or termination of the contract shall continue to apply.

12.2 The contract may be terminated in writing by either party at any time. The Service performed until termination of the contract shall be compensated. Claims for damages caused by inopportune juncture other than damages for loss of profit remain reserved.

13. Miscellaneous

13.1 The contract governs the contractual relationship of the parties in relation to the Service solely and exclusively. Any earlier agreements between the parties governing the same subject matter, including previously signed confidentiality agreements referring thereto, are hereby terminated and replaced by this contract. Any changes to the contract shall be agreed upon in writing. Any general terms and conditions of the Client are

excluded. Nullity of individual provisions shall not affect the validity of the contract.

13.2 The parties do not, through this contractual relationship, acquire any rights from the other party apart from those which are explicitly conferred by the contract. Rights and obligations arising from the contract may not be transferred to third parties without the written permission of the other party.

13.3 Deviations and amendments to the GTC Scientific Services ETHZ or access to intellectual property rights becomes valid and integral part of the contract if stipulated in a document separated from the offer document and signed by the parties ("Special Provisions").

13.4 In the event of inconsistencies between the offer and the GTC Scientific Services ETHZ or the Special Provisions, the GTC Scientific Services ETHZ and the Special Provisions shall take precedence over the offer. In the event of inconsistencies between the GTC Scientific Services ETHZ and the Special Provisions, the Special Provisions shall take precedence over the GTC Scientific Services ETHZ.

13.5 The contract shall be construed and governed by the laws of Switzerland, without reference to its conflict of laws principles, and shall not be governed by the United Nations Convention on Contracts for International Sale of Goods (the Vienna Convention). The sole place of jurisdiction for any dispute arising from, or in connection with, the contract shall be exclusively the courts of the city of Zurich.

GTC Scientific Services ETHZ (Version March, 2018)