

GENERAL TERMS AND CONDITIONS OPERATIONAL LEASE OF PRODUCT BY INNOGI TECHNOLOGIES

1. INTERPRETATION

- 1.1 the following definitions apply in these general terms and conditions to the operational lease of the Product by InnoGI (**Conditions**):

Customer means the company, entity or natural person who requested the Quotation and to whom InnoGI leases the Product and provides the Services, if any.

InnoGI means TIM B.V. a private company with limited liability (*besloten vennootschap*), incorporated under the laws of The Netherlands, having its registered office in Delft, The Netherlands, and registered with the trade register of the Dutch Chamber of Commerce with number 76923592, with its principal office in Delft, the Netherlands.

Intellectual Property Rights means all present and future intellectual property rights including, but not limited to, copyrights, trade name rights, design rights, trademark rights and patent rights, whether registrable or unregistrable and whether registered or not, applications for any of the foregoing, know-how and trade secrets.

Parties means InnoGI and Customer.

Product means a TIM system, including but not limited to the system types called TIM-1, TIM-2, tiny-TIMsg, and all future systems and modifications thereto, including the hardware and relevant documentation, that is leased by InnoGI to Customer on the basis of a separate agreement, as well as accessories, tools and spare parts pertaining and/or relating to the TIM systems.

Quotation means a document prepared by InnoGI at the request of Customer that forms a specified offer for the lease of the Product and/or the performance of the Services by InnoGI. A Quotation (including any attachments thereto) shall be governed by these Conditions.

Services means all services performed by InnoGI on the basis of a Quotation with regard to the Product and/or Software, including but not limited to, maintenance and repair services, first or second line support, helpdesk services, consultancy services and training services.

Software means any software, including piano rolls, which is part of the Product.

Systems means the Product, the Software and the Services adjacent to the Product.

2. BASIS OF CONTRACT

- 2.1 These Conditions apply to any Customer's request for the lease of a Product and, if applicable, the performance of Services by InnoGI with regard to the Product and/or the Software (**Order**) and together with the Quotation govern the contractual relation between InnoGI and Customer (**Contract**). InnoGI explicitly waives the applicability of any other terms that Customer seeks to impose or incorporate.
- 2.2 The Order shall be deemed accepted when the Quotation provided by InnoGI is signed by Customer.
- 2.3 If there is a conflict or inconsistency between any constituent part of the Conditions and/or any Quotation, the Conditions shall prevail with respect to such conflict or inconsistency and represents the overriding obligation on the Parties.

3. LEASE OF THE PRODUCT

- 3.1 InnoGI shall deliver and install the Product at Customer's site in accordance with the Quotation.
- 3.2 The Incoterm DPU Delivered at Place Unloaded are applicable to the delivery of the Product by InnoGI at Customer's site.
- 3.3 The Product is solely owned by InnoGI. InnoGI leases the Product to Customer for the lease term as specified and agreed upon by Parties in the Quotation. Customer acknowledges that it

has no ownership or any other rights to the Product. Customer warrants that it shall not attempt to sell, transfer, encumber, or otherwise dispose of the Product.

4. CUSTOMER'S OBLIGATIONS

4.1 Customer shall:

- a) only use the Product in accordance with the Contract;
- b) ensure that the terms of the Order and any information it provides in the Quotation are complete and accurate;
- c) co-operate with InnoGI in all matters relating to the Product and/or the performance of the Services;
- d) not use the Product for any other purpose than for which it is designed;
- e) not permit untrained employees or third parties to use the Product;
- f) not delete any indication of origin of InnoGI or its third party suppliers (such as trademarks and logo's) that are displayed on the Product, or any other goods provided to Customer by InnoGI;
- g) only use the Product for internal purposes and is not allowed to (commercially) use the Product for third parties;
- h) use the Product with reasonable care and diligence;
- i) maintain the Product in good condition;
- j) adhere to InnoGI's guidelines and instruction with regards to (the use of) the Product.
- k) take InnoGI's legitimate business into account and will refrain from any behaviour or activities that could be detrimental to InnoGI or InnoGI's interests under the Contract; and
- l) comply with any additional obligations as set out in the Quotation.

4.2 Customer shall provide InnoGI with all information, documents, products or goods reasonably required by InnoGI to deliver the Product and perform the Services, if any, and ensure that such information is complete and accurate in all material respects.

4.3 In the event of any non-conformity or issue arising under the Contract, Customer shall promptly, meaning ultimately within five (5) days, notify InnoGI in writing of such non-conformity or issue. Customer shall fully cooperate with InnoGI and upon first request of InnoGI provide all relevant information and documentation in order for InnoGI to assess the non-conformity or issue.

4.4 Customer shall adequately insure the Product at its own costs against any damages, loss, theft, or other unforeseen circumstances for the duration of the lease term as set out in the Quotation.

4.5 If Customer fails to comply with its obligation in clause 4.1 under g, Customer shall forfeit an immediately due and payable penalty to InnoGI of EUR 10,000 (ten thousand euro) per Product for each day that Customer fails to comply with the obligation in clause 4.1 under g.

5. CONSUMABLES

5.1 For the operation and maintenance of the Product Customer shall exclusively use the consumables, including but not limited to reagents, chemicals, filters and other materials (Consumables) provided by InnoGI. Such use is essential to ensure the proper functioning of the Product and to obtain accurate and reliable research outcomes.

5.2 InnoGI shall provide Customer with a detailed list of approved Consumables, including their respective prices as set out in the Quotation. This list will be updated annually. Any price amendments will be communicated by InnoGI to Customer in writing at least thirty (30) days before the new prices take effect.

5.3 Should InnoGI for any reason be unable to provide Customer with specific Consumables, Customer may seek alternative Consumables that meet the quality standards of InnoGI. The use of such alternative Consumables by Customer is subject to the prior written approval of InnoGI, which shall not be unreasonably withheld.

5.4 Should Customer use Consumables that were not provided by InnoGI, nor were approved in writing by InnoGI prior to Customer's use, Customer is prohibited from using and publishing the research results of the Product, as such results may deviate due to the use of incorrect Consumables and, as a result, may severely damage InnoGI's reputation.

5.5 Customer shall indemnify and hold InnoGI harmless against any losses, liabilities, damages, or expenses arising out of Customer's use of non-approved Consumables for the Product.

6. LICENSE

6.1 InnoGI hereby grants to Customer, and Customer hereby accepts, a personal, non-transferable, non-exclusive license to use the Product and Software in accordance with the Contract, for the sole purpose of the use and lease of the Product and the goods or documents related thereto, as agreed between Parties in the Contract. The license is granted by InnoGI to Customer for the duration of the lease term as set out in the Quotation.

7. PERFORMANCE OF SERVICES

7.1 InnoGI shall perform the Services to Customer, if any, in accordance with the Quotation.

7.2 InnoGI shall perform the Services in good industry practices, meaning with such skill, diligence and prudence which would reasonably be expected from another service provider in the same field as InnoGI.

7.3 InnoGI shall use all reasonable endeavours to meet any performance dates specified in the Quotation, but any such dates shall be estimates only. InnoGI shall timely inform Customer of any anticipated delay and will propose reasonable measures to Customer to minimise such delay.

7.4 InnoGI is entitled to involve third parties to execute the Services. The involvement of third parties to execute the Services will not discharge InnoGI from its obligations under the Contract.

7.5 InnoGI shall use its best endeavours to make sure that the:

- a) Services are performed in accordance with the description of the Services as mentioned in the Quotation;
- b) Services are performed by employees or third parties who are suitably skilled and experienced to perform the tasks assigned to them; and
- c) Employees of InnoGI who will perform the Services will do so with care and diligence based on the insights of InnoGI at the time of performance of the Services.

7.6 InnoGI reserves the right to amend the Quotation if necessary to comply with any applicable law or regulatory requirement and shall notify Customer in any such event.

7.7 Nothing in these Conditions with regards to the Services constitutes a warranty by InnoGI towards Customer.

8. PRICING AND PAYMENTS

8.1 The price for the lease of the Product and the Services performed by InnoGI, if any, shall be set out in the Quotation.

8.2 All prices offered by InnoGI are in Euros, and do not include any taxes, duties or similar levies, fees now or hereafter enacted. InnoGI will add taxes, duties and similar levies to the lease price where InnoGI is required or enabled by law to pay or collect them and these will be paid by Customer together with the lease price.

8.3 InnoGI will invoice the Customer in accordance with the invoice schedule as mentioned in the Quotation.

8.4 Customer shall pay the invoice(s) in Euros without any right to deduction or setoff, within the payment period as mentioned in the Quotation. Should Customer exceed the payment period, in addition to the unpaid invoice amount, Customer shall pay both the statutory interest for trade agreements and all collection costs (including judicial and extrajudicial costs) made by InnoGI.

- 8.5 If the lease of the Product or the performance of a Service is postponed or cancelled after the acceptance of the Quotation by Customer, the actual costs incurred by InnoGI in relation to the lease of the Product, the Services and/or the Contract will be invoiced to Customer according to the cancellation fee schedule as mentioned in the Quotation.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 InnoGI and its licensors own any and all Intellectual Property Rights in the Systems.
- 9.2 Nothing in the Contract shall constitute a transfer, assignment, license or otherwise grant a Party any right or interest in the Intellectual Property Rights of the other Party.
- 9.3 Customer shall not use the Intellectual Property Rights of InnoGI for any other application, system, product or otherwise than as specified under these Conditions.

10. WARRANTY

- 10.1 The Software in the Product is provided by InnoGI to Customer on a 'as is' basis without any warranties.
- 10.2 The warranty period for the hardware of the Product is 12 months from the date of installation of the Product by InnoGI on Customer's site. InnoGI solely warrants that:
- a) the Product's hardware substantially conforms in all material respects with the accompanying documents; and
 - b) the Product does not infringe any intellectual property rights of third parties.
- 10.3 Any warranty claim must be made by Customer to InnoGI within twenty (20) days after the discovery of the defect that give rise to the claim, or the date on which Customer should have reasonably discovered the defect that gives rise to the claim, whichever is earlier.
- 10.4 Customer's sole and exclusive remedy for a warranty breach with regards to the Product's hardware will be for InnoGI to rectify such non-conformity as soon as reasonably possible at its own expense. At its sole discretion InnoGI shall either repair or replace the defective (part of the) hardware of the Product.
- 10.5 InnoGI disclaims (and disclaims on behalf of its licensors and/or suppliers to any third party materials) all other warranties, conditions and other terms, whether express or implied, including the implied conditions and warranties of merchantability and fitness for a particular purpose.
- 10.6 InnoGI's warranty obligations immediately expire and are no longer applicable to Customer if Customer:
- a) made any modifications to the Product;
 - b) has not used or maintained the Product in accordance with the Contract; or
 - c) did not fulfil its payments obligations as set out in clause 8 of these Conditions.
- 10.7 During the (lease) period that Customer retains the Product, InnoGI's warranty excludes any damages, loss, claims or expenses with regard to the Product, that are caused due to Customer's (or its employees or third parties) failure to meet its obligations pursuant to the Contract.

11. LIABILITY

- 11.1 InnoGI is not liable for any loss or damages suffered by Customer as a result of the use of the Services, other than in the event of wilful intent or gross negligence on the part of InnoGI.
- 11.2 InnoGI's entire liability and Customer's sole remedy for InnoGI's failure to perform the Services in accordance with the Contract shall be for InnoGI to use its reasonable efforts to correct the failure to perform the Services, within a reasonable time to be set by InnoGI.
- 11.3 InnoGI's entire and aggregate liability for damages, irrespective of the grounds for liability including indemnities and breached warranties, for any and all events will be limited to the amount equal to the total price paid by Customer to InnoGI under the Quotation that gave rise to the liability.

12. TERMINATION AND CONSEQUENCES THEREOF

- 12.1 The contractual relationship between InnoGI and Customer shall be effective until either (a) the date specified in the Quotation or (b) upon the end of the lease term.
- 12.2 A Quotation automatically terminates after completion thereof, unless Parties expressly agreed otherwise in the Quotation in writing.
- 12.3 InnoGI may terminate the Contract with immediate effect by notifying the Customer in writing without any notice period, and without any obligation to pay damages, if Customer:
- a) is declared bankrupt;
 - b) is granted temporary suspension of payment;
 - c) business is liquidated or wound up;
 - d) is subject to a direct or indirect change of control;
 - e) acted in breach of clause 5.4; or
 - f) fails to pay any amount due under the Contract on the due date for payment.
- 12.4 Termination of the Contract by InnoGI under clause 12.3 shall not entitle Customer to any remuneration or compensation for the lease of the Product and/or the Services performed by InnoGI prior to such termination.
- 12.5 Upon termination of the Contract by InnoGI Customer shall immediately pay to InnoGI all of InnoGI's outstanding unpaid invoices and interest and, in respect of the lease of the Product and/or Services performed but for which no invoice has been submitted, InnoGI shall submit an invoice, which shall be payable by Customer immediately on receipt.
- 12.6 Upon termination of the Contract Customer shall within fifteen (15) days return the Product to InnoGI on its own costs, unless otherwise agreed between Parties in writing. Customer shall return the Product to InnoGI in the same condition as it received the Product, reasonable wear and tear by normal use excepted.
- 12.7 If Customer fails to comply with the obligation in clause 12.6, Customer shall forfeit an immediately due and payable penalty to InnoGI of EUR 10,000 (ten thousand euro) per Product for each day that Customer fails to comply with the obligation in clause 12.6.
- 12.8 Any provision of the Contract that expressly or by implication is intended to continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

13. FORCE MAJEURE

- 13.1 InnoGI shall not be in breach of the Contract, nor be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to strikes, lock outs, accidents, war, fire, breakdown of plant or machinery. If such circumstances occur InnoGI will be entitled to a reasonable extension of its obligations.

14. CONFIDENTIALITY

- 14.1 Parties agree to keep confidential the information and documents of any nature whatsoever regarding the other Party and to which they might have access during the execution of the Contract herewith. However, Parties are allowed to disclose the information (a) to their employees, auditors and/or attorneys who need to know it and who are directed by Parties to comply with this confidentiality clause, (b) to the extent that disclosure is required by regulatory requirement, judicial process or law, (c) in connection with any action or proceeding to enforce or interpret the Contract and/or any provision hereof, or (d) to the extent that the information was already in the public domain.

15. GOVERNING LAW

- 15.1 The Contract is exclusively governed by and construed in accordance with the laws of The Netherlands. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

16. JURISDICTION

- 16.1 All disputes arising from the Contract including disputes regarding its existence and validity, that Parties cannot resolve in mutual consultation, shall be settled by the competent court in the district of The Hague, The Netherlands, with the exclusion of all other courts.