



InteRNA Genomics B.V.
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GENERAL TERMS AND CONDITIONS FOR GENETIC ANALYSIS SERVICES

1. Scope of application

These terms and conditions apply to all services rendered by InteRNA Genomics B.V., the Netherlands ("InteRNA"), to Customer. InteRNA is only bound towards Customer if both InteRNA and Customer have signed the Order Confirmation Form within the time that the InteRNA's offer is valid. By placing an order, Customer will be regarded as having accepted these terms and conditions. Any definitions used in these terms and conditions have the same meaning as assigned to in the Order Confirmation Form. These terms and conditions, together with the Order Confirmation Form, are hereinafter referred to as the "Agreement".

2. Services / Delivery

- 2.1 The services to be rendered by InteRNA to Customer are described in the Order Confirmation Form (the "Services").
- 2.2 InteRNA may subcontract the Services in whole or in part to one or more third parties ("Subcontractors"), provided that such subcontracting does not violate the rights of Customer under the Agreement and, furthermore provided, that InteRNA remains fully responsible towards Customer for the part of the Services thus subcontracted.
- 2.3 "Delivery" as referred to in the Order Confirmation Form shall have occurred once InteRNA has transmitted one or more files containing the Results to InteRNA's web data portal and has notified Customer that such file is available for downloading or has made the Results available to Customer in any other way.
- 2.4 Title to the Results will remain with InteRNA until Customer has paid to InteRNA all amounts owed by Customer under the Agreement and/or any previous agreements.
- 2.5 InteRNA will use reasonable efforts to meet scheduled dates for the Services. However, such dates are only estimates.

3. Responsibilities of Customer

- 3.1 In order to enable InteRNA to render the Services to Customer, Customer shall, within 2 weeks after the signature of the Order Confirmation Form by the last of InteRNA or Customer, provide InteRNA with the samples as described in the Order Confirmation Form ("Samples") and other required information as described in the Order Confirmation Form and prepared in the way described in the Order Confirmation Form.
- 3.2 Customer guarantees that it is entitled to (i) disclose to InteRNA the information that it discloses to InteRNA and (ii) provide the Samples that it provides to InteRNA under the Agreement. Customer, furthermore, guarantees that such information and such Samples are not proprietary information of any third party.
- 3.3 Customer shall at all times keep a back-up of the information (and digital Samples) provided by Customer to InteRNA.



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4. Price and Payment.

- 4.1 Invoices shall be sent by InteRNA to Customer in the amounts and in accordance with the agreed schedule in the Order Confirmation Form.
- 4.2 Customer shall pay invoices within 15 days from the date of invoice. Prices in the Order Confirmation Form are excluding value added taxes, other taxes, fees, duties, licenses or levies now or in the future imposed upon the Service. Any of such taxes imposed on the Services shall be paid by Customer.
- 4.3 If payment is not received by the due date, interest will accrue on all unpaid amounts at the rate of 1.5 % per month (whereby a part of a month shall be calculated as a full month) notwithstanding the right of InteRNA to extrajudicial and judicial collection charges.
- 4.4 Customer shall grant to InteRNA security, in any form whatsoever, upon InteRNA's first request, which request can be made by InteRNA if it has reasonable doubt (in its sole discretion) whether Customer is able to fulfill its financial obligations towards InteRNA.

5. Results / Intellectual Property.

- 5.1 All results generated by InteRNA and/or Subcontractor in rendering the Services on the Samples, and any and all intellectual property rights related thereto shall be the sole property of Customer ("Results"), provided that Customer may not use, publish or patent the Results until it has fulfilled its financial obligations towards InteRNA under this Agreement and any previous agreements in full.
- 5.2 The previous paragraph 5.1 does not apply to improvements to and/nor new uses for the software and/or bio-analysis tools used by InteRNA or Subcontractor in rendering the Services ("Improvements"). InteRNA shall be the sole owner of the Improvements and the Improvements are not deemed to be part of the Results.
- 5.3 For the purpose of this Agreement, Results shall not include any discoveries or expressions or data that were in InteRNA's or Subcontractor's possession or known by InteRNA or Subcontractor prior to performance of the Services under this Agreement.

6. Indemnification

Customer shall indemnify and hold harmless InteRNA, Subcontractor, their directors and employees from and against any liability, expenses or costs arising out of any claim, complaint, suit, proceedings or cause of action pertaining to infringement of a third party's intellectual property rights against any of them resulting from (i) InteRNA's or Subcontractor's use of the Samples provided by Customer under this Agreement or (ii) the use by Customer of any results from the use of such Samples. Customer shall pay all settlements entered into, and all final judgments and costs (including reasonable attorney's fees) awarded against Customer (and InteRNA and Subcontractor, as the case may be) in connection therewith.



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7. Limited Liability.

- 7.1 All deliverables and Results under the Services are provided “as is” without warranty of any kind. InteRNA shall use reasonable efforts in performing the Services but does not make any warranties, express or implied, by operation of law or otherwise, with respect to the deliverables or the Results. Without limiting the foregoing, InteRNA specifically disclaims all implied warranties of title, non infringement, merchantability and fitness for a particular purpose.
- 7.2 IN NO EVENT WILL INTERNA BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES INCURRED BY CUSTOMER ARISING UNDER OR AS A RESULT OF THIS AGREEMENT (OR THE TERMINATION HEREOF) INCLUDING, BUT NOT LIMITED TO, THE LOSS OF PROSPECTIVE PROFITS OR ANTICIPATED SALES OR ON ACCOUNT OF EXPENSES, INVESTMENTS, OR COMMITMENTS IN CONNECTION WITH THE BUSINESS OR GOODWILL OR OTHERWISE.
- 7.3 InteRNA’s liability arising out of the terms of, or related to, this Agreement, its interpretation, and services performed hereunder, shall be limited to and capped at 25% of the total amount actually paid by Customer to InteRNA paid under this Agreement. InteRNA’s aggregate liability towards Customer, for breach, tort or in any other form, shall, furthermore, never exceed an amount of € 50,000 or, if lower, the amount for which InteRNA is insured, save for willful misconduct by InteRNA.

8. Confidential Information.

Except as provided herein, both InteRNA and Customer shall maintain in confidence, and shall not disclose to any third party and shall not use other than to satisfy its obligations under this Agreement, information disclosed by InteRNA or Customer, respectively, in writing and marked “Confidential” or a similar manner to indicate its confidential nature or that is disclosed orally and confirmed in writing as confidential within thirty (30) days following such disclosure (collectively, “Confidential Information”). Notwithstanding the above, the source and identity of Samples, the Results and the details of the methods, software and assays used by InteRNA to perform the Services, which by their very nature would reasonably be deemed confidential, shall be considered Confidential Information whether or not so marked. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of disclosure hereunder, or (ii) now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or (iii) is disclosed to the receiving party by a third party under no obligation of confidentiality to the disclosing party or (iv) independently developed by the receiving party without reliance on the Confidential Information of the disclosing party. The obligations of confidentiality contained in this paragraph shall remain in force for so long as the information does not meet one of the exceptions as set forth in this clause 8, and shall in all events survive any earlier termination of the other provisions of this Agreement. In addition, the restrictions on use contained in this



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paragraph shall remain in force for so long as the information remains covered by a valid and enforceable claim of a patent on such information.

9. Termination

9.1 InteRNA is entitled to forthwith terminate the Agreement by given written notice to that effect, in the following events:

- (i) If Customer has not, not timely or not properly fulfilled its obligations hereunder and such breach can either not be remedied or, if such breach is capable of being remedied, has not been remedied within 14 days after having been notified by InteRNA thereof; or
- (ii) If Customer files for bankruptcy or suspension of debts (*surseance*), a petition for bankruptcy has been filed against it, passes a resolution for its liquidation, if a liquidator is appointed in respect of its assets or if Customer makes an assignment for the benefit of its creditors; or
- (iii) in the event InteRNA faces material technical difficulties in executing the Services which can not be addressed without significant changes to the budget and/or timelines agreed between InteRNA and Customer (and without being liable towards Customer).

9.2 In the event of termination pursuant to 9.1(i) and (ii), the full price agreed between Customer and InteRNA for the Services will immediately become due and payable, notwithstanding any other right InteRNA may have by law. In the event of termination for any other reason, Customer shall pay to InteRNA a part of the price in proportion to the work executed by InteRNA.

9.3 The following clauses of these General Terms and Conditions will survive termination or expiration of the Agreement: 4.3, 5, 6, 7, 8 and 10.

10. Miscellaneous

10.1 Customer may not assign its rights and obligations under the Agreement without InteRNA's prior written consent. InteRNA may assign its rights and obligations under the Agreement in connection with a merger with, or sale of all or substantially all of its assets to which the Agreement relates, to a third party.

10.2 The Agreement shall be governed by and construed and interpreted in accordance with the laws of The Netherlands.

10.3 Any dispute which arises in connection with the Agreement, or further agreements resulting there from which do not stipulate otherwise, shall be exclusively submitted to the competent court in Amsterdam, the Netherlands.