

Euretos – General Terms and Conditions of Service Delivery

This document describes the terms and conditions under which Euretos B.V. (hereinafter “**Euretos**”) delivers project and consulting services. (defined in Article 1 and hereinafter named the “**Service**”). By using the Service, anyone making use of these services (hereinafter “**Customer**”) agree(s) to comply with and be bound by the following terms and conditions (hereinafter “**General Terms and Conditions**”), which we may change at any time by posting notice on Euretos’ website. Where both Euretos and Customer are intended they are referred to as “**Parties**”.

PLEASE READ THIS AGREEMENT CAREFULLY, AND PLEASE CHECK THESE TERMS AND CONDITIONS PERIODICALLY FOR CHANGES.

If you do not agree to these terms and conditions, please do not use the Service. Use of the Service is limited to those individuals who can form legally binding contracts under applicable law for personal use or representing a legal entity.

1. Definitions

In this Agreement, except unless explicitly stated otherwise, the following words and expressions shall have the following meaning:

| | |
|--------------------------------|--|
| General Terms and Conditions: | This document: Euretos - Terms and Conditions of Service Delivery |
| Service Agreement: | A written agreement between Euretos and Customer to provide a defined Service. |
| Confidential Information | Any and all technical and non-technical information provided by each party to the other party to this agreement, including but not limited to (a) patent and patent applications, (b) trade secret, and (c) proprietary information of any kind including but not limited to. |
| Euretos Intellectual Property: | Any and all data and other materials owned by Customer under Intellectual Property Rights, Copy Rights or other Rights granted to Customer which include, and is not limited to, the Euretos AI Platform, text, document, presentations, images, marks, logos, compilations (meaning the collection, arrangement and assembly of information), software, algorithms, inventions, conceptions, processes, data and processes. |
| Euretos AI Platform | The Euretos product called Euretos AI Platform. This includes the base platform and integrated data, the API (Application Programming Interface) and specific applications that makes use of it. These applications include but are not limited to: Analytics, Target Discovery, Search, Sets and Relation Map as well as the workflows that are embedded in these applications such. Access to the Euretos AI Platform is provided under separate terms and conditions. |

| | |
|-----------------|--|
| Service: | The services that are delivered by Euretos as consulting projects with defined endpoints, milestones, deliverables, budgets, fees and other parameters. This does explicitly not include access to the Euretos AI Platform for which a license is available under separate terms and conditions. |
| Deliverable | A tangible result that is created as a work for hire by Euretos and handed over to Customer as defined in the Service. Intermediate results, data and algorithms are not part of a Deliverable unless specified otherwise. Euretos Intellectual Property is not part of a Deliverable. |
| Customer | A person or organization that makes use of the Service |
| Fee: | The Services fee as agreed between Euretos and Customer |
| Effective Date: | The moment at which use of the Service has commenced. |

2. General Provisions

- 2.1. All Services provided by Euretos, whether or not agreed in a Service Agreement, are subject to these General Terms and Conditions. No deviations from these General Terms and Conditions shall be valid unless expressly agreed in writing by Euretos as part of a specific Service Agreement.
- 2.2. Any terms and conditions made as part of separate Service Agreement that conflict with the General Terms and Conditions will supersede the General Terms and Conditions.
- 2.3. All offers shall be without engagement unless expressly otherwise stated in writing by Euretos in the offer.
- 2.4. Any applicability of general terms and conditions of Customer is not accepted, unless these terms and conditions are accepted in writing by Euretos.
- 2.5. In the event of nullity or annulment of any provision of these Terms and Conditions, the other provisions hereof shall remain in full force and effect and Euretos and Customer shall consult together in order to agree on new provisions to replace the provisions that are null or, as the case may be, annulled, duly observing as much as possible the object and purport of the provision that is null or annulled.

3. Fees and terms of payment

- 3.1. The Service is provided under a Proposal or Service Agreement stating the fee conditions under which the Service will be delivered to Customer.
- 3.2. If Euretos terminates Service Agreement with Customer, because of breach of that Agreement or the General Terms and Conditions, Customer will not be entitled to any refund of fees paid. All fees due for the remainder of the license term will still be payable by Customer.

- 3.3. Failing any specific payment terms agreed between Parties, Customer shall pay within fifteen (15) days from the invoice date, or, if applicable, upon account.
- 3.4. All prices shall be exclusive of sales tax and any other levies imposed by the authorities.
- 3.5. If Customer fails to pay an invoice, fails to pay an outstanding debt, or fails to pay it within the stated time, Euretос can refuse to fulfill its obligations and can eventually suspend its guarantee, provision of services and support obligations.
- 3.6. In the event that Customer fails to pay the amounts due within the agreed period, legal interest shall be due by Customer on the outstanding amount without any notice of default being required. Should Customer, after notice of default, fail to settle the claim, the same may be placed out of hand, in which case Customer shall be liable to pay in full, in addition to the total amount then due, any legal and non-legal expenses including any fees charged by external experts in addition to the costs assessed in court, relating to the collection of this claim or other enforcement of rights, the amount of which is fixed at 15% at least of the total amount.
- 3.7. If it is agreed that prices or costs should be paid in a country other than that in which Customer has its registered office, then Euretос retains the right to, if restrictions are placed by the government or others on the transfer of the contractually agreed currency, with a period of notice of one (1) month, demand that payment is made in the currency of the country in which Euretос is established or in another freely convertible currency.

4. Term and Termination

- 4.1. Each delivery of the Service by Euretос will have an effective date specified in writing by Euretос in a Proposal or Service Agreement.
- 4.2. Euretос may forthwith terminate a Service Agreement either in whole or in part by giving notice in writing, without notice of default and without judicial intervention, if Customer is granted an official moratorium, whether provisional or not; if with regard to Customer a bankruptcy petition is presented or winding-up proceedings are instituted; or if his undertaking is wound up or closed down otherwise than for the purpose of reconstruction or amalgamation of enterprises. Euretос shall never be liable in any damages by reason of such termination.
- 4.3. Euretос may forthwith terminate a Service Agreement either in whole or in part for cause by giving notice in writing without notice of default and without judicial intervention, if Customer fails to comply with any of the material terms and conditions of these General Terms and Conditions.
- 4.4. Either Party shall have the right to terminate a Service Agreement at any time by written notice to the other Party in the event of a material breach by the other Party where such breach has not been remedied to the mutual satisfaction of the non-breaching Party within thirty (30) days of receipt of written notification of said breach.

- 4.5. Either Party shall have the right to terminate a Service Agreement upon thirty (30) days written notice if the other Party files a petition in bankruptcy, applies for or consents to the appointment of a receiver or trustee of itself or its property, or makes an assignment for the benefits of its creditors.

5. Conditions of Using the Service

- 5.1 All Deliverables created by Euretos as part of the Service shall be considered a “work made for hire” for Customer. For the purposes of copyright and all rights, title and interest therein, including the worldwide copyrights, Customer shall be considered the author of the Deliverables and these shall be the property of Customer.
- 5.2 Notwithstanding the foregoing, the Parties understand and acknowledge that any inventions or improvements directed to the further development of the Euretos Intellectual Property, in particular the Euretos AI Platform and other proprietary algorithms, software and processes and hardware improvements related to the Euretos AI Platform are and will remain solely owned by Euretos.
- 5.3 Customer may not re-supply any Deliverable to any third party nor use a Deliverable as a material component of a product or service that is in competition with Euretos, in particular in providing contract research activities, consulting and/or other kinds of counsel and advice to Pharmaceutical and Biotech companies.
- 5.4 Customer may not remove any copyright, trademark or other proprietary notices that have been placed on materials that are Euretos Intellectual Property. Modification, reproduction, redistribution, republication, uploading, posting, transmitting, distributing or otherwise sharing externally in any way of the such materials is prohibited without the prior written permission of Euretos;
- 5.5 Customer allows Euretos to use the Customer name and logo in Euretos marketing material, including its website, stating the fact that Customer is a Customer Euretos. No further information regarding the Service and Deliverables will be mentioned by Euretos without express permission of Customer.
- 5.6 If a Service is provided for Non-Commercial Use, it is strictly forbidden to use the Deliverables or a part of a Deliverable, directly or indirectly, for commercial use.

6. Euretos Not Responsible for Third Party Materials or Public Content

The Service relies in on third party or public content, such as scientific data or publications and processed by Euretos Intellectual Property to provide the Service. These public and third-party materials are not under Euretos’ control, and Euretos is not responsible for the contents or the performance or veracity of any such materials. Use of public or third party materials does not imply endorsement of, sponsorship of, or affiliation with these materials by Euretos.

7. Warranty and Liability

- 7.1 Euretos and Euretos Affiliates make no representations or warranties of any kind regarding the Service or Euretos Intellectual Property that is used in delivering the Service unless specifically defined and stipulate in a Service Agreement. The Service are provided in an “as is” condition, and Euretos and Euretos Affiliates expressly disclaim any and all warranties, whether express or implied, including: (i) all warranties of merchantability, fitness for a particular purpose, title, noninfringement, and any and all warranties arising from course of dealing and usage of trade; (ii) that the service or the proprietary materials will meet requirements, will always be available, accessible, uninterrupted, timely, secure or operate without error, (iii) as to the results that may be obtained from the operation, use or other exploitation of the service or the proprietary materials, and (iv) as to the accuracy or reliability of any information obtained from the service or the proprietary materials. No advice or information, whether oral or written, obtained from Euretos, any of Euretos Affiliate, or through the Service or Proprietary Materials will create any warranty not expressly stated herein.
- 7.2 Customer uses the Service at his own risk, and neither Euretos nor Euretos affiliates will be liable for any damages of any kind arising from or relating to any of their operation, use or other exploitation. Customer waives and covenants not to assert any claims or allegations of any nature arising from or relating to the operation, use or other exploitation of the Service, including any allegation or claim that Euretos or any Euretos affiliates has or should indemnify, defend, or hold Customer harmless from any claim or allegation arising from the operation, use or other exploitation of the Service.
- 7.3 Under no circumstances will Customer be entitled to recover from Euretos or Euretos affiliates any incidental, consequential, indirect, punitive or special damages (including damages for loss of business, loss of profits or loss of use), whether based on contract, tort (including negligence), or otherwise arising from the Service, also if, at some point in time it become evident that Euretos or Euretos affiliates could have known of the possible occurrence of such damages.

8. Customer’s Indemnity of Euretos and Euretos Affiliates; Termination of Use.

Customer agrees to indemnify, hold harmless, and at their respective options, defend Euretos and Euretos Affiliates and their respective officers, agents, employees, directors and affiliates (the “Indemnified Parties”) from and against any and all losses, costs, expenses, fees, claims, damages, liabilities and causes of action (including, but not limited to, reasonable attorney’s fees and disbursements) (collectively, “Losses”) resulting or arising from using a Service or relating to the breach or alleged breach of Customer’s duties or obligations under a Service Agreement; provided that excluded from Supplier’s undertaking to defend, indemnify and hold harmless are Losses arising from willful misconduct, fraud, criminal activity, intentional tort or negligence of any of the Indemnified Parties. For any indemnified matter, Euretos and Euretos Affiliates will have full control of the response thereto and the defense thereof, including any agreement relating to the settlement thereof, and Customer will cooperate fully with Euretos and Euretos Affiliates in such matter.

9. Euretos Intellectual Property

- 9.1 Euretос, in providing the Service, makes use of Euretос Intellectual Property. Any Service provided by Euretос, regardless of whether a Service Agreement has been agreed between Parties, or the performance of Euretос in providing a Service, will under no circumstance transfer to Customer any proprietary right, title, interest or claim in or to Euretос Intellectual Property. If Company wishes to obtain access to make use of Euretос Intellectual Property, such as the Euretос AI Platform, a separate license agreement will need to be agreed between Parties.
- 9.2 Copyrights and all other intellectual property rights in all Euretос Intellectual Property that may be exchanged when providing a Service shall remain the property of Euretос. Customer shall require no rights in any such material except as explicitly provided in this Agreement.

10. Confidential Information

- 10.1 Parties agree that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Confidential Information of the other, except as approved in writing by the other party, and will use the Confidential Information for no purpose other than providing the Service. Notwithstanding the above, the party to whom Confidential Information was disclosed (the "Recipient") shall not be in violation of this section with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Recipient provides the other party with prior written notice of such disclosure in order to permit the other party to seek confidential treatment of such information. Each party shall only permit access to Confidential Information of the other party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.
- 10.2 Each party shall immediately notify the other upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other party.
- 10.3 Each party's obligations under this Agreement with respect to any portion of the other party's Confidential Information shall terminate when the Recipient can document that:
- a) it was in the public domain at the time it was communicated to the Recipient by the other party;
 - b) it entered the public domain subsequent to the time it was communicated to the Recipient by the other party through no fault of the Recipient;
 - c) it was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the other party;
 - d) it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the other party;

- e) it was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the other party;
- f) it was communicated by the other party to an unaffiliated third party free of any obligation of confidence; or
- g) it was not designated as Confidential Information of the disclosing party and if disclosed orally or visually, it was not identified as Confidential Information of the disclosing party at the time of such communication.

- 10.4 Upon termination or expiration of a Service Agreement, or upon written request of the other party, each party shall promptly return to the other all documents and other tangible materials representing the other's Confidential Information and all copies thereof.
- 10.5 If Parties have agreed terms on Confidentiality in a separate non-disclosure agreement, this separate agreement will take precedence over these General Terms and Conditions.

11. Applicable Law and Jurisdiction; Compliance

The General Terms and Conditions and any Service Agreement shall be governed by and interpreted in accordance with the laws of The Netherlands, without giving effect to any conflict of laws or provisions. The Parties agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement may be brought in The Netherlands. The prevailing Party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorney's fees and costs.

12. Audit

Euretos reserves the right to audit Customer's performance under this Agreement, including but not limited to Customer's adherence to the terms specified in this Agreement.

13. Miscellaneous Provisions

No delay or omission by Euretos in exercising any of its rights occurring upon any noncompliance or default by Customer with respect to any of the terms and conditions of these General Terms and Conditions will impair any such right or be construed to be a waiver thereof, and a waiver by Euretos of any of the covenants, conditions or agreements to be performed by Customer will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement hereof contained. As used in this Agreement, "including" means "including but not limited to." If any provision of these General Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. Except as otherwise expressly provided herein, these General Terms and Conditions set forth the entire agreement between Parties regarding its subject matter, and supersedes all prior promises, agreements or representations, whether

written or oral, regarding such subject matter. Customer agrees that the electronic text of these General Terms and Conditions constitutes a writing and Customer's assent to the terms and conditions hereof constitutes a "signing" for all purposes.

© Copyright 2019, Euretoss B.V., All rights reserved.

Last updated: October 31, 2019