

APPENDIX 1 - AAU STANDARD TERMS FOR RESEARCH COLLABORATION (THE 'STANDARD TERMS')

These Standard Terms shall be applicable for public research projects conducted in collaboration with more than two parties.

General information about statutory rules for universities in Denmark

Public research Institution(s) are subject to various rules that have an impact on the Institutions' collaboration with industry. These include Danish public law, i.e., the Public Administration Act and the Public Records Act, as well as the Danish Data Protection Act, the General Data Protection Regulation and the Danish Health Legislation where relevant. Additionally, the universities are subject to specific legislation applicable to universities, such as the Act on Universities, the Act on Inventions at Public Research Institutions and the Act on Technology Transfer etc. at Public Research Institutions.

It is a condition that the university has an academic interest in a research project if the university is to invest public funding in research collaboration. Furthermore, it is a condition that the results of such research activities performed by the university are made available to the public through publication. Transfer of intellectual property rights and options are subject to market term conditions and subject to the Danish Competition Act and EU legislation on State Aid.

1. Agreement framework

1.1 The content of the Research Project, the timetable and the financial terms shall be determined in a written agreement (the 'Collaboration Agreement').

1.2 If the Research Project is based on a grant issued by a Third Party, and the grant conditions are mandatory for such a grant, the grant conditions shall be regarded as part of the contractual basis and shall prevail.

1.3 Should any provision of this Agreement become invalid, illegal, or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement and the Parties

concerned shall be entitled to request that a valid and practicable provision be negotiated that fulfils the purpose of the original provision.

2. Definitions

Words beginning with a capital letter shall have the meaning defined either in these Standard Terms or in the Collaboration Agreement.

'Background Information' shall mean technology, know-how, materials and information, including inventions, improvements, discoveries, Software, etc., whether patentable, registerable or protected by copyright or not, that is (i) owned or controlled by a Party before the Effective Date or (ii) developed independently of the Research Project which a Party may decide to make available to the other for performance of the Research Project.

'Confidential Information' shall mean any non-public information disclosed between the Parties for performance of the Research Project and (i) is clearly marked 'confidential', or (ii) if disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within fourteen (14) days after the time of disclosure, or (iii) is obviously of confidential nature considering the circumstances surrounding the disclosure.

'Field of Use' shall mean the Companies' field of business as specified in Appendix 4 to the Agreement. The Field of Use shall never include more fields of business than the Companies can document when entering into the Agreement. If the Companies have not completed Appendix 4 when signing the Agreement, the Institutions can, at any time, complete the Field of Use on the basis of the

Companies' field of business at the time of signature.

'Invention' shall mean Results that may be patented or registered as a utility model in accordance with applicable legislation.

'Notification' shall mean the notification defined in section 10.1.

'Option(s)' shall mean the Companies' right to a license or acquisition of the Institutions' Inventions or Software, as determined in section 10.2 and 10.3.

'Results' shall mean technology, know-how, materials, and information, including Inventions, improvements, discoveries, Software, etc., whether patentable, registerable, or protected by copyright or not, that are generated as part of performance of the Research Project.

'Software' shall mean sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression, and which enjoys copyright protection in accordance with applicable copyright legislation.

'Third Party' shall mean all legal and natural persons, except for the Parties. Third Party comprises e.g., authorities or companies that are affiliated with the Parties.

3. Performance of the Research Project

3.1 The Research Project shall be performed in accordance with the Purpose. The Parties are obligated to promote the Research Project diligently. The Research Project, including the activities and the distribution thereof, the time schedule and the Budget cannot be changed without prior explicit written agreement between the Parties.

3.2 The Parties will carry out the Research Project in accordance with appropriate scientific and professional standards and will accurately record and report the Results. The 3 basic principles of the Danish Code of Conduct for Research Integrity; honesty, transparency, and accountability, must be observed during performance of the Research Project to promote integrity in the research performed.

3.3 Each Party undertakes to notify promptly, in accordance with the governance structure of the Research Project, any significant information, fact, problem or delay likely to affect the Research Project.

3.4 During the term of the Research Project, the Parties grant each other free access to use their respective Results for the purpose of completing the Project. The same applies to relevant Background Information to the extent that the Parties are free to grant access rights to Background Information.

3.5 Each Party shall be responsible for ensuring that its performance of activities complies with any applicable international and national laws and regulations, including ethical standards.

4. Budget and financial reporting

4.1 Each Party covers the expenses that such Party may incur beyond the limits set in the Budget.

4.2 Payment of the financial contribution, including payments in accordance with the Budget, shall be made pursuant to invoice thirty (30) days after demand, unless the due date has already been set.

4.3 The Parties are responsible for paying VAT, if their payment is subject to VAT.

4.4 In the event that the Research Project is based on a grant from a Third Party, and financial reporting to the Third Party is a requirement, such financial reporting must be submitted in accordance with the guidelines below, unless otherwise set forth in the grant conditions.

4.5 Each Party must draw up accounts based on the expenses such Party has incurred in the Research Project and in accordance with the grant conditions. The accounts of AAU must be signed by AAU's chief financial officer as the head of the institution's accounting division. If a Party is a public authority or institution subject to the Danish National Financial Guidelines, the Party's accounts must be signed by the Party's head of the accounting

division. If a Party is not subject to the Danish National Financial Guidelines, the accounts must be accompanied with an auditor's statement from a state authorised public accountant.

5. Publicity in relation to the Research Project

5.1 To the extent that the Institutions are required to publish information about the private financial contribution to the Institutions' research the Companies accept that the required information is published in accordance with the relevant legal framework.

5.2 Either Party may make factual statements regarding the existence of this Agreement.

5.3 Neither Party may without prior written consent of the other Parties (i) use the name of the other Parties (or any acronym of that name) or its employees in connection with marketing of products or other commercial purposes, or (ii) make any other public statements on behalf of the Parties or (iii) communicate to the press any information relating to the content of this Agreement other than stated in section 5.1 and 5.2.

6. Publication

6.1 By its nature and legal framework, the Institutions are required to ensure that research be published. Accordingly, the Institutions will be entitled to publish or disclose publicly the Results, during or after the Term without restriction, subject only to this section 6.

6.2 The Parties shall enjoy the unrestricted right to publish their own Results for example in scientific works and journals and pursuant to the traditions of the area of research. Publication of another Party's Results requires that Party's consent. Results jointly owned by two or more Parties can be published individually by any of such Parties notwithstanding that the other Parties may not wish to participate in the publication.

6.3 The Parties may agree on a code of practice for publications in the Collaboration Agreement.

7. Specifically on PhD students

7.1 In the event that the Research Project involves a PhD student enrolled at a Danish university, the Research Project shall be performed in accordance with the Danish Ministerial Order on the PhD Programme at the Universities and Certain Higher Artistic Educational Institutions.

7.2 Enrolment of a PhD-student is subject to the condition that the candidate is found to have the required educational and academic qualifications, and that a pre-approval of the candidate has been issued by the PhD school.

7.3 The Companies agree and fully accept that each PhD student is subject to an obligation to disseminate with regards to Results, and that the PhD thesis shall be subject to a public defence.

7.4 The Parties can decide that the defence be postponed if necessary for the protection of intellectual property rights. Postponement of a PhD student's defense beyond 3 months from the submission of the PhD thesis, however, require consent of the PhD student and the university. If the PhD student's defence is postponed upon request of a Company, such Company shall pay the PhD student a reasonable documentable salary which the PhD Student could have earned during the period up to the date of the defence, provided the salary cost has not already been included in the Budget.

8. Confidentiality

8.1 Confidential Information exchanged between the Parties during the course of the Research Project may be used solely for the purpose of performing the Research Project. Each Party shall endeavour to keep to a minimum the amount of information that is disclosed to the other Parties upon which restrictions are imposed.

8.2 The Parties shall maintain confidentiality with respect to Confidential Information and shall ensure that no Confidential Information is passed on to any unauthorized Third Party. The Parties shall ensure that individuals involved in the Research Project assume an identical duty of confidentiality.

8.3 Confidential Information does not comprise information, that: at the time of receipt was published or in any other way made available to the public, after the time of receipt has been published or made available to the public other than by neglect of this obligation of confidentiality, already at the time of receipt was in the rightful possession of the receiving Party without any restrictions, rightfully has been disclosed by a Third Party, or is generated by the receiving Party independently of the Research Project.

8.4 This obligation of confidentiality shall cease no later than three (3) years from the time of receipt.

8.5 The Parties fully accept that Confidential Information may be disclosed to a granting Third Party to the extent necessary. In addition, the Agreement does not prevent the receiving Party from disclosing Confidential Information to the extent that the receiving Party is required to do so according to statute, judicial order or binding legislation act. Confidential Information covered by this section shall still be considered Confidential Information to the extent that it does not become public as a result hereof. The receiving Party shall as soon as possible notify the disclosing Party of disclosure in accordance with this section to enable the disclosing Party to protect its interest to the maximum feasible extent.

9. Rights and title to Background Information

9.1 All rights and title to Background Information shall remain with the Party who owns or controls such Background Information.

9.2 Background Information shall be made available for the performance of the Research Project on a free of charge, non-exclusive basis. If Background Information is not publicly available or its use is protected by law, it may only be used in accordance with the Purpose of the Research Project.

9.3 To the extent that Background Information is considered Confidential Information, such

Background Information shall be treated in accordance with section 8 of the Standard Terms.

9.4 In the event that Results are based either directly or indirectly on Background Information of another Party, and such Results cannot be exploited without access to the other Party's Background Information, e.g. if the Background Information constitutes an integrated part of Results, the Parties shall negotiate in good faith to reach a license agreement for the necessary Background Information.

10. Rights and title to Results

10.1 Ownership

Rights and title to Results shall be owned by the Party who has generated such Results.

Rights and title to Results that have been generated jointly by two or more Parties shall be jointly owned by such Parties with shares corresponding to each Party's intellectual contribution.

The Parties shall inform each other within reasonable time if an Invention or Software has been generated ('Notification'). Such information must be reported to the Technology Transfer Office at the Institutions. If employees of AAU have contributed, it must be reported to the following e-mail address: patent@adm.aau.dk.

10.2 Commercial exploitation of Inventions *Option*

In consideration of the Companies' contribution to the Research Project, the Institutions hereby grant to the Companies the following Options to Inventions (or shares of joint Inventions) generated by the Institutions:

OPTION A) A non-exclusive license to commercially exploit the Invention, within its Field of Use, on fair market terms.

In addition, the Companies may request exclusive rights under the Options below. The Institution shall decide which of the two Options to be offered to the Companies:

OPTION B) An exclusive license to commercially exploit the Invention, within its Field of Use, on fair market terms, or

OPTION C) A right to obtain full ownership of the Invention on fair market terms.

Notification

Each Company shall have thirty (30) days from Notification to provide the Institution with written notice of its election to exercise the Option. The Companies may indicate their preference with regards to the Options. The Option shall expire if a Company fails to notify the Institution within this time period in which case the Institution shall have the unrestricted right to license or assign the Invention to Third Parties.

Priority

If more than one Company wants to obtain an exclusive license or full ownership of the Invention and such Companies' Fields of Use are overlapping, the Company whose Field of Use has the closest connection to the Invention, shall have the priority to exercise its Option to obtain an exclusive license or full ownership of the Invention. If the Companies disagree about who's Field of Use has the closest connection, the dispute shall be determined by an independent third-party expert appointed by the Companies concerned.

A Company that does not obtain the right to exercise the Option shall be entitled to obtain a non-exclusive license to commercially exploit the Invention from the Company exercising the Option.

If one or more Companies and an Institution generate an Invention jointly, the Companies that have contributed to the Invention shall have the priority to exercise the Option to obtain an exclusive license or full ownership of the Institution's ideal share of Invention. If more than one Company wants an exclusive license to the Invention the license shall be converted into a co-exclusive license to such Companies. If more than one Company wants to acquire the Invention, such Companies shall have the ownership assigned in equal shares.

Terms

Where a Company elects to exercise its Option to an Invention, the Company and the Institution(s) agree to promptly commence negotiations, in good faith, of a license or assignment agreement to be entered into no later than two (2) months after the date of exercising the Option. Such license or assignment agreement shall take into fair and reasonable consideration the relative contributions of Parties including the support (incl. financial support) provided by the Company to the Research Project. If the Parties are unable to reach an agreement, either Party may request that the terms and conditions be decided by an independent third-party expert who shall be appointed jointly by the Institution and the Company. The decision of the independent third-party expert shall be final and binding upon the Parties.

10.3 Commercial exploitation of Software *Option*

If an Institution generates Software as part of the Research Project, the Companies shall be entitled to obtain a non-exclusive license to commercially exploit such Software within its Field of Use, on fair market terms (OPTION D).

Notification

Each Company shall have thirty (30) days from Notification to notify the Institution whether the Company wants to exercise the Option. The Option shall expire if a Company fails to notify the Institution within this time period. If none of the Companies exercise their Option, the Institution shall have the unrestricted right to license or assign the Software to Third Parties.

Terms

Where a Company elects to exercise its Option to Software, the Company and the Institution(s) agree to promptly commence negotiations, in good faith, of a license agreement to be entered into no later than two (2) months after the date of exercising the Option. The license agreement shall take into fair and reasonable consideration the relative contributions of the Parties including the support (incl. financial support) provided by the Company to the Research Project. If the Parties are unable to reach an agreement, either Party may request that the terms and conditions be decided by an independent third-party expert who shall be



appointed jointly by the Institution and the Company. The decision of the independent third-party expert shall be final and binding upon the Parties.

Joint Software

Where Software is generated jointly by two or more Parties, such Parties shall enter into an agreement concerning exploitation rights. The Parties shall agree on the terms within a period of six (6) months from the time Software was generated. If the Parties do not reach an agreement within the 6 months period, each Party shall be entitled to exploit the Software non-commercially on royalty-free basis and commercially provided that the non-exploiting Parties are given fair and reasonable compensation.

10.4 Retained rights

The Institutions reserve the right to use their own Results, including jointly owned Results and Inventions assigned to the Companies, for academic purposes, including research and educational purposes.

Furthermore, the Institutions reserve the right to publish any research findings related to own Inventions, including Inventions generated jointly by the Parties and Inventions that have been assigned to a Company, however always in accordance with any agreed publication procedures.

10.5 Other exploitation rights

The Parties shall have a non-exclusive, perpetual, worldwide right to utilise, free of charge, any Results that cannot enjoy protection by the Danish Patent Act or other specific legislation on intellectual property rights for commercial and non-commercial purposes.

10.6 Reservations

Any Option and exploitation rights granted in section 10 are subject to the limitations set forth by mandatory law, including but not limited to the data protection regulation and export control regulation.

11. Partnership and restriction of competition

11.1 This Agreement does not in any way create a partnership, joint venture, agent relationship, relationship based on power of attorney or a legal person. No Party shall be entitled to act or to make legally binding declarations on behalf of the other Party.

11.2 The Parties do not in any way assume restrictions as to competition towards each other.

12. Term and termination

12.1 The Agreement shall enter into force by the Parties' signature to the Collaboration Agreement. The Agreement shall continue in full force and effect from the Effective Date until complete fulfilment of all obligations undertaken by the Parties hereunder, unless terminated earlier in accordance with the sections below or as otherwise agreed to by the Parties in writing.

12.2 A Party may terminate its participation in the Research Project and the Agreement at a three (3)-month notice to the end of a month. The validity of the termination is subject to the condition that it is submitted in writing and signed by an authorized person of the terminating Party. During the notice period, the terminating Party shall either loyally continue its contribution to the Research Project and activities hereunder or pay to the other Parties in cash an amount corresponding to the Party's contribution in accordance with the Research Project. The Party who terminates the Agreement shall pay any additional expenses incurred by the other Parties as a direct consequence of the termination and which the other Parties have no possibility of preventing. The Parties have no other claims against each other as a result of the termination.

12.3 An Institution may terminate its participation in the Research Project and the Agreement at a one (1)-month notice to the end of a month in the event that the employee(s) of the Institution allocated to the Research Project, due to long-term illness or the like, become(s) unable to perform his/her/their tasks connected to the Research Project or in the event that his/her/their employment(s) terminate(s), no matter the reason. The right to

terminate the Agreement is subject to the condition that the Institution is not able to allocate other competent employees to the Research Project.

12.4 The financing of a PhD study is non-terminable. A Company may however terminate its participation in the Research Project and the Agreement if such Company pays the full financing of the PhD study in accordance with the Budget. Where the Purpose of the Research Project solely concerns performance of a co-financed PhD study, the Agreement shall expire automatically if the study is finally cut short no matter the reason.

12.5 Notwithstanding termination of the Agreement, the sections that explicitly given their content are intended to survive the termination of the Agreement shall remain in full force and effect, including but not limited to relevant parts of sections 5-18 of the Standard Terms. If a Company terminates the Agreement or is in material breach thereof, the Company shall, however, lose any Options granted in accordance with section 10 of the Standard Terms.

13. Breach of Agreement

13.1 In the event that a Party breaches its obligations according to the Agreement, the Party in breach of its obligations is required to remedy such breach within thirty (30) calendar days from the date of receipt of written demand. If the breach is substantial and is not remedied within that period, or if the breach is not capable of being remedied within that period, the Agreement may be terminated with immediate effect.

13.2 Examples of a material breach are overdue payment of financial contributions and the fact that the Company becomes subject to bankruptcy or insolvency, including making assignments for the benefit of creditors.

14. Liability

14.1 No warranties: Information or materials (incl. Results and Background Information) supplied by one Party to another Party as part of the Research Project, is provided "as is" and no warranty or representation of any kind is made, given or implied as to the suitability,

accuracy, or adequacy for any particular purpose nor as to the absence of any infringement of any proprietary rights of Third Parties or the absence of open-source software. Each Party disclaims and excludes any and all liability for damages resulting from another Party's reliance on or use of the information and materials provided hereunder. The recipient Party shall in all cases be entirely and solely liable for the use of the other Party's Results or Background Information. The recipient Party shall not in any case bring a claim against the provider based on the recipient Party's use.

14.2 Contractual liability: The Parties shall be liable for any wrongful acts and omissions of their employees. No Party shall however be responsible to another Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by a breach of confidentiality. For any remaining contractual liability, a Party's aggregate liability towards another Party shall be limited to DKK 500.000, provided such damage was not caused by a wilful act.

14.3 Third Party liability: Each Party shall be solely liable for any loss, damage or injury to Third Parties or infringement of Third Party rights resulting from the performance of the said Party's obligations by it or on its behalf under this Agreement or from its use of Results or Background Information. In addition, the Party exploiting the Results or Background Information shall indemnify, defend, and hold harmless the other Parties against any and all claims from a Third Party and costs of defence resulting from such exploitation. This obligation is not subject to the limitations in section 14.2.

15. Force majeure

15.1 Neither Party shall be liable for any failure or delay in the performance of its obligations hereunder resulting from acts beyond its reasonable control including, without limitation, changes in law and regulation, strikes, labor conflicts, accidents, epidemics or pandemics, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, which could not have been

foreseen, prevented or overcome by such Party with reasonable care.

15.2 A Party invoking exemption from liability due to force majeure, must notify the other Party without undue delay. Such notice shall contain information about the nature of the force majeure, its estimated duration and the estimated consequences. If the above-mentioned force majeure event lasts for more than sixty (60) days, the other Parties are entitled to terminate the Agreement with immediate effect vis-à-vis the Party covered by the force majeure event.

16. Transfer of the Agreement to a Third Party

16.1 Rights and obligations in accordance with this Agreement cannot be transferred to a Third Party without the written consent of the other Parties.

16.2 The Institutions shall be notified immediately of any changes in the control of the Companies. If the Institutions assesses that it will be of ethical or moral concern to uphold the Agreement, the Institutions shall be entitled to terminate the Agreement with immediate effect vis-à-vis such Company. In the event of termination on such grounds the Parties shall have no claims against each other as a result of the termination.

17. Export control

17.1 This Agreement is made subject to any restrictions concerning the export of products or technical information that may be imposed on the Parties from time to time. Each Party agrees that it will not export, directly or indirectly, any technical information acquired from the other Parties under this Agreement or any products using such technical information to a location or in a manner that at the time of export requires an export license or other governmental approval, without first obtaining such approval in accordance with applicable law.

17.2 No Party shall be considered to be in breach of this Agreement if it is prevented from fulfilling its obligations under the Agreement due to a restriction resulting from import or export laws and regulations and/or any delay of

the granting or extension of the import or export license or any other governmental authorization, provided that the Party has used its reasonable efforts to fulfil its tasks and to apply for any necessary license or authorization properly and in time.

17.3 Restrictive measures against Russia
European Union Council Regulation N° 833/2014 imposes restrictive measures against Russia, including restrictions on export of sensitive goods to Russia and Belarus. As long as the regulation is in force the Companies hereby confirm and warrant that they will not sell, export or re-export any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 to Russia or Belarus, and not to resell the concerned goods to any Third Party business partner that does not take a commitment not to export the concerned goods to Russia or Belarus. The Companies shall undertake their best efforts to ensure that the purpose of these obligations is not frustrated by any Third Parties further down the commercial chain. The Companies shall immediately inform the Institution about any problems in applying these obligations. The Companies shall make available to the Institution information concerning compliance with these obligations within two weeks of the request of such information.

Any violation of the obligations shall constitute a material breach of the Agreement. The Company in breach of its obligations shall indemnify, defend and hold harmless the other Parties against any and all damages, losses and expenses incurred as a result of such breach, including breach by its suppliers and customers. The limitation of liability in section 14.2 does not apply.

18. Data protection

18.1 Where necessary, the Parties shall cooperate in order to enable one another to fulfil legal obligations arising under applicable data protection laws within the scope of the performance and administration of the Research Project and of this Agreement. In particular, the Parties shall, where necessary, conclude a separate data processing, data sharing and/or joint data controller agreement

before any data processing or data sharing takes place.

18.2 For the execution of this Agreement, each Party may collect and process personal data regarding the other Parties' employees in order to manage the contractual relationship. The Parties undertake to implement such data processing in compliance with the applicable data protection legislation.

19. Choice of law and venue

19.1 The Agreement shall be governed by Danish Law, excluding however international private law and rules concerning choice of law, to the extent that such rules would lead to the application of another country's law.

19.2 Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity, or termination thereof, that cannot be resolved amicably, shall be finally settled by arbitration administered by The Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration. The language to be used in the arbitration proceedings shall be English unless the Parties agree otherwise. The place of arbitration shall be Copenhagen, Denmark.

19.3 The award of the arbitration will be final and binding upon the Parties.

19.4 The arbitration provision in section 19.2 shall not limit a Party's right to seek injunctive relief in any applicable competent court.