

**PILOT SERVICE DELIVERY AGREEMENT  
FOR PILOT CASE 1648736997**

FOR THE GRANT AGREEMENT NO. 871710:  
PILOT-LINE PROVIDING HIGHLY ADVANCED & ROBUST MANUFACTURING  
TECHNOLOGY FOR OPTICAL FREE-FORM MICRO-STRUCTURES

**PHABULOuS**

This Pilot Service Delivery Agreement (“Agreement”) is entered into on **1/10/2022** (hereinafter referred to as the “Effective Date”), by and between

1) CSEM CENTRE SUISSE D'ELECTRONIQUE ET DE MICROTECHNIQUE SA -RECHERCHE ET DEVELOPPEMENT (CSEM), established in RUE JAQUET DROZ 1, NEUCHATEL 2000, Switzerland, registration number: CHE-106.080.392, represented for the purposes of signing this Agreement by **Name, Position**, hereinafter referred to as “PHABULOuS-Coordinator”,

AND

2) **Partner 1 (P1)**  
with offices at **Address**  
duly represented by, **Name, Position**  
hereinafter referred to as “Prime”,

AND

3) **Partner 2 (P2)**  
with offices at **Address**  
duly represented by, **Name, Position**  
hereinafter referred to as “Secondary-1”,

AND

4) **Partner 3 (P3)**  
with offices at **Address**  
duly represented by, **Name, Position**  
hereinafter referred to as “Secondary-2”,

AND

5)  
PHABULOuS Pilot Line Association (PPLA)  
with offices at Rue de la Pierre-à-Mazel 39, 2000 Neuchâtel, Switzerland

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duly represented by, Jessica van Heck, Managing Director and Toralf Scarf, President hereinafter referred to as "Pilot-Line",

AND

parties 1 to 5 jointly referred to as "PHABULOuS-Partners",

AND

- 6) **Company (XX)**,  
with offices at, **Address**  
duly represented by **Name, POSITION**,  
hereinafter referred to as "Company",

parties 1 to 6 each referred to as "Party" and jointly referred to as "Parties",

**WHEREAS** the Commission of the European Union on the one hand, and the PHABULOuS-Partners, together with several other European research institutions, on the other hand, have entered into an EU-Grant Agreement under Horizon 2020, the Framework Programme for Research and Innovation, with the purpose to provide to companies and research centres a unique European one-stop shop for the manufacturing of free-form micro-optics offering accelerated innovation & production cycles (hereinafter referred to as the "PHABULOuS Project");

**WHEREAS**, in accordance with aforementioned EU-Grant Agreement, the partners to the PHABULOuS-Project have executed a Consortium Agreement in order to specify the relationship among them (hereinafter referred to as the "Consortium Agreement");

**WHEREAS**, Company, through the execution of a PHABULOuS application form has applied for certain expertise, services and/or technologies to be provided by the PHABULOuS-Partners as identified herein;

**WHEREAS** the pilot case application has been evaluated positively and which forms the base of the proposal that is approved by the PHABULOuS-Partners (hereinafter referred to as "Pilot Case");

**WHEREAS**, Company and the PHABULOuS-Partners agree that certain expertise, services and/or technologies as specified in the Pilot Case Proposal (Annex 2) will be provided on the terms and subject to the conditions set forth below;

**WHEREAS**, Company acknowledges the existence of the Grant Agreement and the Consortium Agreement and the PHABULOuS-Partners obligation to fulfil the regulations specified therein. Company shall enable the PHABULOuS-Partners to abide by those regulations.

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THE PARTIES HEREBY AGREE AS FOLLOWS:**

**Article 1. Purpose of the Agreement.** The PHABULOU-S-Partners will perform the activities with respect to certain free-form micro-optics expertise, services and technologies as specified in the Pilot Case Proposal (Annex 2).

**Article 2. Term of this Agreement.** This Agreement enters into effect on the Effective Date. Save any modifications pursuant to Article 6.1 or 12 below, the Parties' activities under this Agreement will be performed in accordance with the time schedule as specified in the Pilot Case. Unless early termination pursuant to Article 12 below, this Agreement will expire on **31 December 2024** or when all Parties' obligations under this Agreement have been fulfilled, whichever occurs first.

**Article 3. Financial Considerations.**

3.1 The budget for the performance by the PHABULOU-S-Partners of all activities dedicated to the Pilot Case has been specified in the Pilot Case. The activities of PHABULOU-S-partners in the Pilot Case will be funded by PHABULOU-S and by PHABULOU-S-Partners' contributions, and the Company will contribute to the costs, with an amount of **xx.xx,xx** Euro. Funding of the Pilot Case by PHABULOU-S will never exceed the amount as specified in the Pilot Case Proposal (Annex 2).

*3.1. Compensation of PHABULOU-S-Partners through PHABULOU-S (EU-funding).* Funding allocated to the Pilot Case by decision of the PHABULOU-S General Assembly in accordance with the Consortium Agreement and the Pilot Case Proposal, will be paid to the PHABULOU-S-Partners by the PHABULOU-S-Coordinator. The PHABULOU-S-Coordinator shall notify the PHABULOU-S-Partners promptly of the date and composition of the amount transferred to their bank account, giving the relevant references.

Unless agreed otherwise in the Pilot Case Proposal, all payments received by the PHABULOU-S-Coordinator from the European Commission are forwarded to the PHABULOU-S-Partners within a reasonable timing:

- a) **50%** will be transferred as from the moment the Agreement has been signed by all Parties;
- b) the remaining **50%** will be released by the PHABULOU-S-Coordinator after receipt of the Consensus Report (as defined hereafter), depending on the approval of the Pilot-Line in accordance with the decision of the PHABULOU-S-General Assembly about completion of work and/or timely submission of Pilot Case milestones and Pilot Case deliverables according to the Pilot Case Proposal (if any).

*3.2. Compensation of PHABULOU-S-Partners by Company.* Since the Pilot Case Proposal has specified that part of the budget for the Pilot Case will be funded by Company, directly out of Company's own financial means, the Prime will provide Company with a clear and detailed invoice (which states inter alia the individual share of the invoiced amount per PHABULOU-S-Partner, as indicated in this Agreement). Provided that the Company contribution has been received by the Prime, the Prime shall transfer the amounts due to the respective Parties within a reasonable timing after receipt of the invoiced amount, as specified in the invoice of the Prime to the Company.

Invoices by the Prime to Company will be made according to the following schedule:

- a) 50% will be invoiced as from the moment the Agreement has been signed by all Parties;
- b) the remaining amount will be invoiced after submission of the Consensus Report (as defined hereafter).

3.5 Invoices of the Prime to Company have to be paid within a term of thirty (30) calendar days following the date of invoice. Any invoice not paid on the due date will legally be increased with a conventional interest of one percent (1 %) per month on the amount due, calculated on a daily basis as of the due date until complete reception of all amounts due.

3.6 Amounts to be invoiced as specified in the Pilot Case Proposal are exclusive of VAT and other taxes. The Prime will use all reasonable endeavours to obtain the Company contribution and to transfer the above-mentioned amounts to the respective Parties. In case of non-payment by the Company, the Prime will urge the Company debtor to arrange a settlement and provide, if necessary, proof of follow-up to the concerned Parties.

**Article 4. Deliverables.** The Pilot Case Proposal will specify the deliverables to be provided by each PHABULOU-S-Partner and the applicable time schedule for delivery. The time schedule is a good faith estimate and shall not be construed as a reason to refuse or delay payment. The PHABULOU-S-Partners will use due diligence to avoid overruns of the estimated timing.

Timely and complete delivery of the agreed deliverables in accordance with the Pilot Case Proposal is subject to the supply by Company of certain data and specifications. The Pilot Case Proposal will contain the data and specifications to be supplied by Company, as well as the deadline for supply, in order to allow the PHABULOU-S-Partners to achieve timely and complete delivery. If certain data and specifications are not supplied by Company in accordance with the time schedule as determined in the Pilot Case Proposal, the time schedule for delivery by the PHABULOU-S-Partners may not be respected.

**Article 5. Reporting.**

**5.1. Consensus Report.** When the Pilot Case is completed, the PHABULOU-S-Partners will make up a final report, providing a detailed listing and description of the work performed with respect to the Pilot Case Proposal (hereinafter referred to as the "Consensus Report"). An authorized officer of each Party will have to sign the Consensus Report prior to sending the Consensus Report to the Pilot-Line and PHABULOU-S-Coordinator. A template for the Consensus Report has been added hereto as Annex 3.

**5.2. Satisfaction Survey.** When the Pilot Case Proposal is completed, Company will collaborate in filling out a customer satisfaction survey to report on Company's satisfaction with respect to the work performed and the deliverables supplied by the PHABULOU-S-Partners under this Agreement.

**Article 6. Intellectual Property.**

6.1. Background covered.

“Background” means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that:

- (a) is held by the Parties before they acceded to this Agreement, and
- (b) is needed to implement the Pilot Case Proposal or exploit the Results.

- a) The Parties shall identify in Annex 1 the Background to which they are ready to grant Access Rights (as defined in article 6.3), subject to the provisions of this Agreement.
- b) Such identification may be done by e.g.: subject matter, and possibly in addition by naming a specific department of a Party.

The owning or controlling Party may add further Background to Annex 1 during the execution of the Pilot Case Proposal by written notice. However, when a Party wishes to withdraw any of its Background from Annex 1 it has to obtain approval of all Parties first.

The Parties agree that all Background not listed in Annex 1 shall be explicitly excluded from Access Rights. The Parties agree however, to negotiate in good faith additions to Annex 1 if a Party asks them to do so and those are needed for the implementation of the Pilot Case or for Exploitation of own Results. For avoidance of doubt, the owning or controlling Party is under no obligations to agree to additions of his Background to Annex 1 and each Party will remain the owner of its Background used to perform its obligations under this Agreement.

The Parties shall inform each other as soon as possible of any limitation to the granting of Access Rights to Background or of any other restrictions, which might substantially affect the granting of Access Rights (e.g. the use of open source code software in the Pilot Case). If the other Parties consider that the restrictions have such impact, which is not foreseen in the Pilot Case, they may decide to update or modify the Pilot Case accordingly.

6.2. Results.

“Results” means any (tangible or intangible) output of the Pilot Case such as data, knowledge or information — whatever its form or nature, whether it can be protected or not — that is generated in the Pilot Case, as well as any rights attached to it, including intellectual property rights.

The expected Results, as well as the Parties to whom such Results shall be awarded may be, to the extent it is possible, defined in the table below. Results whether or not defined in this table shall be owned by the Party carrying out the work generating that Results.

Description of expected Results	Owner
	Prime

	Company
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6.3. Access Rights.

“Access Rights” means licenses and user rights to Results or Background. Any Access Rights granted exclude any rights to sublicense unless expressly stated otherwise. Access Rights shall be free of any administrative transfer costs. Access Rights are granted on a non-exclusive basis and are not transferable, if not otherwise agreed in writing by all the Parties.

All requests for Access Rights shall be made in writing. The granting of Access Rights will be subject to a separate agreement which may contain specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

6.3.1 Access Rights for the execution of the Pilot Case.

Access Rights to the Background (as defined in Annex 1) and Results needed for the performance of the own work of a Party in the Pilot Case (such need to be proven by the requesting Party) shall be granted on a royalty-free basis without any additional compensation.

6.3.2 Access Rights for the exploitation of the Results.

If certain Background of the PHABULOuS-Partners identified in Annex 1 is needed for the exploitation of Results in research and development work or in business activities, the terms of Access Rights to this Background shall be agreed separately in writing between the Parties concerned on fair and reasonable conditions. A request for such Access Rights may be made up to twelve months after the end of the Pilot Case.

Company has the right to obtain non-exclusive Access Rights to Results of the PHABULOuS-Partners for the purposes of application on which the Pilot Case is based. Access Rights to these Results will be granted on fair and reasonable conditions.

The PHABULOuS-Partners have the right to obtain non-exclusive Access Rights to the Results of the PHABULOuS-Partners needed for the exploitation of their own Results (such need to be proven by the requesting PHABULOuS-Partner(s)). These Access Rights shall be agreed separately in a license agreement and a request to obtain such Access Rights shall be made to the owner of the Results within a six-month period commencing on the end of the Pilot Case. Access Rights to these Results will be granted on fair and reasonable conditions.

6.4. Joint ownership. Where several Parties have jointly carried out work generating Results and it is not possible to establish the respective contribution of each beneficiary or separate the Results for the purpose of applying for, obtaining and/or maintaining the relevant protection (included patents and or any other intellectual property right), they shall have joint ownership of such Results. They shall establish an agreement regarding the allocation and terms of exercising that joint ownership.

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However, where no joint ownership agreement has yet been concluded, such Results shall be jointly owned in shares according to their share of contribution (such share to be determined by taking into account in particular, but not limited to, the contribution of a joint owner to an inventive step, the person months or costs spent on the respective work etc.) to the Results by the joint owners concerned.

In absence of an agreement based upon the above or upon conditions decided by the joint owners:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s), whereas non-commercial research activities means use for academic/teaching/scientific purposes, or mere internal use and excludes use in contract research (e.g. rendering a research service against payment to a customer, via the exploitation of the joint Results), even when the charge is mere cost reimbursement without profit;  
excludes use of results for royalty bearing activities (such as licensing) or other activities leading to monetary benefits (e.g. use in developing, creating or marketing a product or process or creating and providing a service or use in standardisation activities);  
includes use in further (funded or unfunded) cooperative research projects. However where such use leads to a grant of further user rights to others (e.g. project partners) for royalty-bearing or other activities leading to monetary benefits, such further user rights shall not be included in the category of non-commercial research activities under this bullet point, and
- each of the joint owners shall be entitled to otherwise exploit the joint Results and to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:
  - a) at least 45 days prior notice must be given to the other joint owner(s); and
  - b) fair and reasonable compensation must be provided to the other joint owner(s).

### **Article 7. Publication and presentation.**

**7.1. Publication and presentation of Results.** The PHABULOuS-Partners reserve the right to publish or publicly present their Results of the Pilot Case, either solely or jointly. Before publishing or publicly presenting, however, the PHABULOuS-Partner(s) intending the publication or presentation agree(s) to submit copies of any manuscript proposed for publication or public presentation to the other Parties 45 days in advance of the presentation or publication date to discuss its contents. If the other Parties do not request within (1) month after receipt (i) to defer publication or presentation of the manuscript in order to file for patent application, or (ii) to amend the manuscript in order to protect their Confidential Information disclosed in relation to the performance of this Agreement, the PHABULOuS-Partner(s) intending the publication or presentation may proceed with the publication or presentation. If an objection has been raised the involved Parties shall start to have material discussions about how to reasonably overcome the justified grounds for the objection on a timely basis (but not later than two (2) months after the objection has been raised) for example by amendment to the planned publication and/or by protecting information before publication, and the objecting Party shall not unreasonably continue the opposition if appropriate actions are performed following the discussion. For the avoidance of doubt, a Party shall not publish

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Results or Background of another Party, even if such Results or Background is amalgamated with the Party's Results, without the other Party's prior written approval.

**7.2. Publication Statements.** All publications or any other dissemination relating to the Results or the Pilot Case shall include the following statement to indicate that said Results was generated with the assistance of financial support from the European Union: "The work leading to these results has received funding from the European Union Horizon 2020 under Grant Agreement n°871710".

If Company intends to make any scientific publications or presentations on the Results of the Pilot Case, such publication or presentation will be authored jointly with PHABULOU-S-Partners' researchers and will also make reference to PHABULOU-S and the involved PHABULOU-S-Partners' researchers.

**Article 8. Internal research.** The PHABULOU-S-Partners will be free to negotiate Access Rights to use each other's Results obtained in or arising from the Pilot Case for purposes of internal research and education on a royalty free basis and without requiring the prior consent of each other.

**Article 9. Confidentiality.**

**9.1. Definitions.** For the purposes of this Agreement, Confidential Information shall mean any information and data of a confidential nature, including but not limited to proprietary, technical, developmental, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record-bearing media containing or disclosing such information and techniques which are disclosed pursuant to this Pilot Case Agreement and which has been explicitly marked as "confidential", or when disclosed orally or in other intangible form, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 30 days from the original date of such intangible disclosure at the latest as confidential information (hereinafter referred to as "Confidential Information"). Upon agreement of all Parties, the general scope of the Pilot Case together with the names of the involved Parties, shall not be regarded as Confidential Information. For the purpose of this Section, the Parties will be called hereafter "Disclosing Party" or "Receiving Party" as the case may be.

**9.2. Restricted disclosure.** The Receiving Party is not allowed to publish, to disclose, to disseminate in any way or form the Confidential Information of the Disclosing Party to third parties, with the exception of its employees and other members of its personnel who need to have access to this information in the framework of this Agreement and only to use Confidential Information for the purpose for which it was disclosed. The Receiving Party shall be responsible for the fulfilment of the above obligations on the part of its employees and shall ensure that its employees remain so obliged, as far as legally possible, during and after the end of the Pilot Case and/or after the termination of employment. Each Party shall promptly advise the other Party in writing of any unauthorized disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorized disclosure, misappropriation or misuse.



9.3. Restricted use. Parties shall only use the received Confidential Information for the performance of this Agreement and/or the EU-Grant Agreement. The Receiving Party shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

9.4. Exclusions. The obligations of this clause will not apply to Confidential Information:

- of which the Receiving Party demonstrates that the information was already in its possession at the time of first disclosure; or
- which was already in the public domain or becomes available to the public at the time of disclosure; or
- which the Receiving Party had previously received from third parties, without any confidentiality obligation towards the Disclosing Party;
- which enters the public domain or becomes available to the public after its disclosure, through no breach of this Agreement;
- which the Receiving Party is obliged to disclose in the framework of any legal provision or decision of any government. The Receiving Party shall take care that the Confidential Information is safeguarded as far as possible and shall, prior to such disclosure, notify the Disclosing Party and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

Confidential Information shall not be deemed to be in the public domain or available for the public merely because any part of said information is embodied in general disclosures or because individual features are now, or become, known to the public.

9.5. Term. This confidentiality obligation shall remain in force for the duration of this Agreement and until five (5) years after termination or expiration of this Agreement.

**Article 10. No warranty.** Though the PHABULOuS-Partners shall use reasonable endeavours to perform the Pilot Case with the standards of care and diligence as normally practiced by universities, research organizations and other legal entities providing services of a similar nature, the PHABULOuS-Partners assume no obligation or warranty as to the achievement of the Results. Payment cannot be subject to any such obligation or warranty. The PHABULOuS-Partners do not give any warranty, express or implied, with respect to the Results, Background and/or Confidential Information including, but not limited to, any express or implied warranties of sufficiency, completeness, accuracy, use, application or performance, merchantability, fitness for a particular purpose, visible or latent defaults, validity of patent rights or non-infringement of third party intellectual property rights.

**Article 11. Liability.** Each Party shall solely be responsible for the use to which it puts the Results and Background. The PHABULOuS-Partners will not be held responsible by Company for any loss or direct or indirect damage or loss of Company or any third party resulting from the use, application or performance by Company of the Results and Background and Company will indemnify, defend and hold harmless the PHABULOuS-Partners from and against any third party resulting from Company's use, application or performance of such Results and Background. In no event shall any Party be liable for any indirect or consequential damages including, but not limited to, loss of profits, revenues, contracts, or the like. To the extent

permitted by mandatory law, a Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Pilot Case provided such damage was not caused by a wilful act or gross negligence. Neither Party shall be jointly liable with another Party under this Agreement. Each Party shall therefore be solely liable for any claims that result from its default under this Agreement.

**Article 12. Termination.** A Party may terminate this Agreement with respect to the other Parties upon a material default in the fulfilment of the obligations of another Party by giving written notice to this Party specifying the nature of the default not less than thirty (30) days prior to the date the non-defaulting party intends to terminate this Agreement. If such defaulting Party has cured such default within such thirty (30) day period, no such termination shall occur. If such default has not been cured by the defaulting Party within such thirty (30) day period, this Agreement shall automatically terminate with respect to the defaulting Party upon written notice by the non-defaulting Party. The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties that have accrued prior thereto. However, this Agreement may be terminated by one or more PHABULOuS-Partner(s) in case its/their financial contribution by the EU according to the Grant Agreement is not available any more e.g. in case the Grant Agreement is terminated, or in case a PHABULOuS-Partner's participation in the Grant Agreement is terminated. This right of termination shall not apply in case the termination of the Grant Agreement was caused by wilful act or gross negligence of the affected PHABULOuS-Partner(s).

**Article 13. Survival of clauses.** The provisions of this Article 13 and Articles 6 through 11 will survive the termination, for whatever reason, of this Agreement.

**Article 14. Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and any modifications of this Agreement shall be signed by all Parties. There are no understandings, representations or warranties except as herein expressly set forth and no rights are granted except as expressly set forth herein.

**Article 15. Notices.** Any notices to be given hereunder shall be in writing and shall be deemed to be sufficiently given when delivered personally or sent by registered or certified mail, postage prepaid, to either Party's address of incorporation as first mentioned above.

**Article 16. Export laws and regulations.** Notwithstanding anything to the contrary contained in this Agreement it is understood that the supply, export or transfer of goods, technologies, software, results, services and information under this Agreement may be subject to import or export laws and regulations or any other governmental authorization. The Parties do warrant that if any import or export license or any other governmental authorization is required for the fulfilment of any of their contractual obligations, such license or authorization shall be issued or extended or shall be issued or extended in due time. The Parties shall not be obliged to supply, export or transfer goods, technologies, software, results, services and information or to perform other contractual obligations of this Agreement if such supply would violate applicable import or export control laws. In any such case the Parties make every effort to resolve the matter in a way such that a violation can be avoided. If this is not possible, each Party concerned shall be entitled to terminate its participation in this Agreement with immediate effect. Compensation claims shall

be excluded in case of any 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.

**Article 17. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall not be affected. The Parties will endeavour in good faith to replace the invalid or unenforceable provisions with valid provisions, the effect of which comes as close as possible to the effect intended by that of the invalid or unenforceable provisions.

**Article 18. No Assignment.** Neither Party shall assign, without the prior written consent of the other Parties, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

**Article 19. Governing Law.** This Agreement shall be governed by, and construed in accordance with the laws of Belgium, with exclusion of its conflict of law provisions

**Article 20. Dispute Resolution.** The Parties shall use their reasonable endeavours to settle amicably any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

If, and to the extent that, any such dispute, controversy or claim has not been settled amicably within 60 days, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules by one Arbitrator. The place of arbitration shall be Brussels unless otherwise agreed upon. The language to be used in the arbitral proceedings shall be English unless otherwise agreed upon.

Nothing in this Agreement shall limit the Parties' right to seek injunctive relief in any applicable competent Court of law.

**IN WITNESS** whereof the Parties have signed this Agreement by their duly authorised representatives. Each Party confirms to have received one signed original. The signature of a Party via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Each Party receives a fully executed copy of this Agreement. Delivery of the fully executed copy via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.

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**FOR CSEM CENTRE SUISSE D'ELECTRONIQUE ET DE MICROTECHNIQUE SA - RECHERCHE ET DEVELOPPEMENT (PROJECT-COORDINATOR)**

Signature

Date:

Name:

Title:

**FOR –Partner 1 (PRIME)**

Signature

Date:

Name:

Title:

**FOR – Partner 2 ((SECONDARY-1)**

Signature

Date:

Name:

Title:

**FOR – Partner 3 (SECONDARY-2)**

Signature

Date:

Name:

Title:

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**FOR PHABULOUS PILOT LINE ASSOCIATION (PILOT-LINE)**

Signature

Date:

Name: Jessica van Heck

Title: Managing Director

Signature

Date:

Name: Toralf Scharf

Title: President



**FOR Company (COMPANY)**

Signature

Date:

Name:

Title:

PHABULOuS PILOT CASE

Annex 1

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**BACKGROUND INCLUDED**

Background is defined as “data, know-how or information (...) that is needed to implement the action or exploit the Results”. Because of this need, Access Rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the project. This is the purpose of this Annex 1.

**Partner 1**

As to **Partner 1**, it is agreed between the Parties that, to the best of their knowledge (please choose),

Option 1: The following background is hereby identified and agreed upon for the Project. Specific limitations and/or conditions shall be as mentioned hereunder:

Describe Background	Specific limitations and/or conditions for implementation	Specific limitations and/or conditions for Exploitation

Option 2: No data, know-how or information of JR shall be Needed by another Party for implementation of the Project or Exploitation of that other Party’s Results.

This represents the status at the time of signature of this Agreement.

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**PHABULOuS PILOT CASE**

**Annex 2**

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**PILOT CASE PROPOSAL**

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**PHABULOuS PILOT CASE**

**Annex 3**

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**CONSENSUS REPORT**

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