

IMEC GENERAL TERMS AND CONDITIONS OF SALE of NEUROPIXELS 1.0 PROBES ("GTC")

- "Agreement" means the collection of (i) the quotation issued by IMEC in which the Transaction has been offered, (ii) the purchase order (PO) issued by the Partner in which the Transaction has been ordered, (iii) the GTC, (iv) the invoice issued by IMEC for the payment of the Transaction, and as the case might be (v) any specific terms and conditions explicitly agreed upon in writing by IMEC and the Partner.
- "Force Majeure" refers to an inevitable and unforeseen event beyond IMEC's control or of its suppliers or subcontractors.
- "Good(s)" mean the Neuropixels 1.0 neuroprobes and ancillary system items to be supplied by IMEC to the Partner, within the context of the Transaction.
- "IMEC" means the legal entity performing the Transaction.
- "Partner" means the legal entity, as identified in the Agreement, requesting the Transaction.
- "Transaction" means the sale/purchase of Goods as described in the Agreement.

1. IMEC is not bound by and hereby expressly rejects Partner's general terms and conditions. Partner accepts these GTC by accepting the Goods whether or not these GTC are provided with each sales transaction. These Terms bind and benefit IMEC and Partner and their respective successors, assigns, heirs, and legal representatives to the extent provided. In case of contradiction of the GTC and any other applicable terms, the terms of the GTC shall prevail except if provided otherwise in the GTC.

2. The Transaction between the Partner and IMEC enters into force (i) through signature of the quotation for acceptance by the Partner; or (ii) through signature of the PO for acceptance by a person who can legally represent IMEC or (iii) through acceptance of the PO by IMEC through execution thereof.

3. IMEC has the right to make alterations to the size, price, delivery and payment period as laid down in the Agreement and will notify the Partner thereof in writing. The Partner must communicate its objections in writing to IMEC within a period of 14 calendar days to be calculated from the announcement of the alterations by IMEC, in the absence of which IMEC is authorized to carry through the alterations.

4. IMEC may call on subcontractors to carry out the Transaction, without the Partner's consent.

5. Subject to any other Incoterm stipulated by Imec in the quotation, the conditions of delivery are EXW IMEC (per Incoterms 2010 or equivalent by modification Incoterms 2010). IMEC will make the Good(s) available at IMEC's premises. The Partner bears full costs and risks of moving the Good(s) from there to destination. IMEC will decide on the proper packaging. The Goods are deemed to be properly packaged upon delivery. IMEC shall not be responsible in case of damages to the Goods resulting from improper packaging. The Partner is responsible for the Good(s) and commits itself to insure them against possible risks. The Goods remain, the property of IMEC until full and timely payment has been made.

6. The execution and delivery periods are only indicative and IMEC is not liable for delays in delivery for any reason. In the event they are exceeded, the Partner may not make a claim for compensation, nor terminate the Agreement or demand its cancellation. Deliveries may be made in instalments and a delay or default in delivery of any instalment shall not relieve Partner of the obligation to accept and pay for other deliveries.

7. Goods are delivered on an "AS IS" basis. IMEC makes no warranties, either express or implied, with respect to the Goods, including, but not limited to, implied warranties of merchantability or fitness for a particular use or for a particular application or purpose, except as provided in these terms and conditions.

Partner must use the Goods: (a) in compliance with all applicable federal, state, and local laws, ordinances, Executive Orders, rules and regulations, export controls, including without limitation state licensing requirements and radiation regulations; and (b) consistent with statements, technical information, user manuals, instructions, warnings, and recommendations of IMEC; The Goods are only intended for research use only ("RUO") in non-human subjects such as small animals including rodents and non-human primates. THESE GOODS SHOULD NOT BE USED IN HUMANS AND ARE NOT MANUFACTURED OR APPROVED FOR HUMAN USE. THEY HAVE NO PROVEN HUMAN EFFICACY AND ARE NOT INDICATED FOR HUMAN USE. Any use is at the Partner's sole risk and responsibility. Partner may not modify the Goods in any manner including, without limitation, removing or modifying the hardware, any shielding, or software embedded in or supplied with the Goods. During a term of twelve (12) months as from after delivery of the Goods, IMEC provides a limited warranty that the Goods will operate substantially in conformance with its accompanying manual and documents. Within this period, IMEC will rectify any possible defects, faults and other problems concerning the delivered Goods in accordance with the provisions of this article. Every problem within the warranty period must be reported in writing to IMEC within a reasonable period of time not to exceed 15 calendar days after the Partners knowledge of the defect (after reasonable troubleshooting efforts). This warranty is not applicable in the event of (i) problems attributed to alterations by the Partner or its assignee; (ii) defects caused by incorrect or improper use or use not in accordance with the manual/operating conditions; (iii) defects caused by a mistake or negligence on the Partners' part, (iv) problems caused by accident, fire, natural disasters, electricity failure and in general every cause foreign to the Goods themselves; (v) defects caused by third parties designated by the Partner; (vi) defects caused by technical failures at the Partners' address; and (vii) other similar problems caused by the Partner, its assignee or third party, beyond the control and/or approval of IMEC. If the Goods do not operate in conformance with the accompanying manual and documents within the afore-mentioned twelve (12) months warranty period, IMEC shall, at its sole discretion, free of charge, either (i) replace or (ii) repair the Goods (iii) reimburse the price of the defective or non-conforming Goods, with the exclusion of any other form of compensation. Use of the Goods other than in accordance with these terms and conditions, voids such warranty entirely. Neither does IMEC warrant that, in the execution of the Agreement, it does not commit an infringement on the intellectual property rights of third parties. Neither will IMEC protect the Partner from demands by third parties resulting from infringements on the intellectual property rights of these third parties This warranty is exclusive, and it is expressly made in lieu of any and all other express or implied warranties, including, without limitation, statutory warranties, any implied warranty of merchantability, or any implied warranty of fitness for a particular purpose.

8. IMEC and the Partner agree to comply with applicable Export Administration Law, regulations or the like ("EA Law") and agree to obtain necessary export licenses, if required by the EA Law. IMEC and the Partner agree to reasonably cooperate with each other to ensure compliance with this clause. In addition, the Partner understands, agrees and warrants that the Goods and/or all information, related to the Transaction provided by IMEC will not be (i) used in relation to any nuclear, biological or chemical weapons or missiles capable of delivering these weapons or used in any manner for a military end use or with a military end-user; (ii) re-exported or sold to any third party and/or affiliated party who is known or suspected to be involved in relation to any such activities nor to any sanctioned entity. IMEC shall be entirely indemnified and be held harmless by the Partner for any damages suffered by IMEC from the breach hereof by the Partner. If an export license is required to lawfully export the Goods or (technical) data, then the issuance of an appropriate license to IMEC or its subcontractor shall constitute a condition precedent to IMEC's obligations under the Agreement.

9. Any prices mentioned are always excluding VAT, other taxes, excise duties, costs, bank costs and the like and can be subject to duties, surcharges and other factors, which are all at the expense of the Partner. Any invoice is payable at IMEC's registered office, within 30 calendar days after date of invoice. All payments shall be without retention or set-off by Partner. In case of late or non-payment of any amount due by the Partner to IMEC, such amount shall bear interest at the rate applied by the European Central Bank to its most recent refinancing operations plus ten percentage points per year from the date on which such amount has become due and payable, without any notice. Moreover, in the case of late payment, the invoiced amount will be increased by a fixed compensation of 10%, with a minimum of 200 EURO. Furthermore, IMEC has the right to recover compensation for all costs, such as collection charges and legal fees, costs and attorney's fees. These costs are not included in the fixed compensation. Notwithstanding the foregoing, IMEC reserves the right to terminate the Agreement due to the Partner's non-payment, in accordance with article 11.

10. Any objection regarding the invoice shall be made in writing, and sent by registered mail within 10 calendar days after date of invoice, mandatory mentioning date and reference of the invoice. Without any written objection conform to the terms and conditions as mentioned in this article 10, the invoice shall be deemed definitely accepted and thus due.

11. IMEC is entitled to terminate in whole or in part the Agreement by registered letter without any liability or obligation to pay compensation in case: (i) Partner is in

default of any article of the Agreement, (ii) inaccurate information is supplied by Partner, (iii) the Partner files for bankruptcy or requests a postponement of payment, (iv) of declaration of bankruptcy, settlement or annulment, or (v) a similar procedure is initiated due to which payment to IMEC is ceased. The Agreement cannot be cancelled by the Partner, except with IMEC's prior written consent. In such case, where IMEC approves a cancellation, IMEC reserves the right to charge the Partner with reasonable costs based upon expenses already incurred, including, without limitation, any work done, material purchased and also including IMEC's usual overhead for a minimum amount of 30% of the total amount of the invoice.

12.. Except in case of wilful misconduct or fraud attributable to IMEC or its employees and to the extent permitted by applicable law, IMEC shall not be liable and IMEC shall not hold the Partner or any third parties harmless for mistakes of its employees nor for any faults or intentional acts or omissions of its agents or subcontractors. IMEC and its shareholders, officers, directors, advisors, agents, servants, employees, and funders are not responsible for any damage that the Partner or third parties could possibly suffer resulting from using the Goods. The Partner will save, defend, indemnify, and hold harmless IMEC its shareholders, officers, directors, advisors, agents, servants, employees, and funders and each of their respective affiliates and parent companies against all claims of third parties damages, or expenses, including attorneys' fees, arising or alleged to arise out of injuries to persons, including death, or damage to property caused by the Partner's use of the Goods in violation of these terms and conditions. To the extent permitted by applicable mandatory law, IMEC and its shareholders, officers, directors, advisors, agents, servants, employees, and funders will not be liable for any claim of any kind arising from (a) Partner's misuse of the Goods, (b) Partner's wilful misconduct, fraud, fault, gross negligence and negligence, or for (c) direct or indirect incidental, consequential, or special damages, known or unknown, including, without limitation, lost revenues and profits, loss of production, or injury to persons and/or property; and in any case IMEC's aggregate liability will in any case be limited to the maximum price paid by the Partner to IMEC for the Transaction.

Any action commenced against IMEC to enforce this Agreement, for breach of this Agreement, or for any defect or deficiency of the Goods, whether based on warranty, contract, negligence, strict or product liability, or other legal theory, shall be brought within one (1) year after accrual of such cause of action. The Partner waives the right to sue in tort for any matter that is addressed, in whole or in part, by these Terms and Conditions. Partner agrees to provide IMEC with prompt written notice of any and all lawsuits, warranty claims and other claims pertaining to this Agreement or the Goods.

13. The Partner shall not reverse-engineer, de-compile, disassemble or make any other attempt to ascertain the composition or the characteristics of the Goods. The delivery of the Goods shall in no way be deemed to confer upon the Partner any right, interest or license in or to IMEC's Intellectual Property Rights.

14. Unless expressly authorized in writing by IMEC, Partner shall not resell, distribute, disclose or otherwise put at the disposal of third parties the Goods; provided, however, Partner shall be allowed to transfer, free of charge, the Goods to other scientists for use by such other scientists for research purposes. Partner shall be liable for compliance by such other scientists with this Agreement.

15. Whenever IMEC is unable to carry out the Transaction due to Force Majeure, the delivery schedules shall be considered extended by a period of time equal to the time lost because of Force Majeure. When after a period of 2 months from the notification by IMEC to the Partner regarding the Force Majeure, the Force Majeure remains unsolved, IMEC may terminate the Transaction without liability.

16. In the event a provision of these GTC should be invalid, this will not lead to the invalidity of the remaining provisions of these GTC. The invalid provision will be replaced with a provision that comes as close as possible to the original intended meaning of the provision.

17. Consent by IMEC to, or waiver of, a breach of any article of the GTC by Partner, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

18. These GTC fall under the law of the country of IMEC's registered seat and no effect shall be given to any conflict-of-law provisions. All disputes which might arise from the Agreement, which cannot be settled amicably within 45 calendar days after the dispute arose, will be submitted to the competent courts of IMEC's registered seat.