

Terms and Conditions of Purchase

Dated: 07.01.15

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A. General Terms and Conditions for Products and/or Services

A.1. Order and Confirmation of Order

- 1.1 The Customer may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of receipt.
- 1.2 Any alterations, amendments or additions to the order shall only become a part of the agreement if the Customer accepts such in writing. In particular, the Customer is bound by the General Terms and Conditions of the Supplier only to the extent that these are in accordance with the Customer's own General Terms and Conditions or if the Customer agrees to such in writing. The acceptance of products or services as well as payments do not constitute such agreement.

A.2. Delivery/Service Date and Consequences of Delay

- 2.1 For the purposes of establishing the timeliness of delivery or rectification, the relevant point in time is the date of receipt at the place of receipt designated by the Customer, and for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance.
- 2.2 Where any delay in delivery or performance or rectification can be anticipated, the Customer shall be notified immediately and its decision sought.

A.3. Transfer of Risk and Title, Dispatch and Place of Performance

- 3.1 For deliveries involving installation, commissioning or services, the transfer of risk occurs on acceptance and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by the Customer at the designated place of receipt.
- 3.2 Unless otherwise agreed, for deliveries involving products:
 - 3.2.1 The costs of delivery and packaging shall be borne by the Supplier. For pricing ex works or ex warehouse of the Supplier, transport shall in each case be at the lowest possible cost, insofar as the Customer has not requested a particular method of delivery. Any supplementary costs arising from non-conformity with the transport requirements shall be borne by the Supplier. Where the price is quoted free to the recipient, the Customer may also determine the method of transportation. Any supplementary costs arising from the need to meet the delivery deadline by way of expedited delivery shall be borne by the Supplier.
 - 3.2.2 Each delivery shall include a packing note or delivery note with details of the contents as well as the complete order number. Notice of dispatch shall be provided immediately with the same information.
 - 3.2.3 If the transport is performed by a carrier commissioned by the Customer, the Supplier will inform the carrier of the necessary data concerning dangerous goods in accordance with legal requirements.
 - 3.2.4 If the Customer informs the Supplier that following the initial transport another transport with a different mode of transport is scheduled, the Supplier will also follow the relevant legal requirements concerning dangerous goods with regard to such ongoing transport.
 - 3.2.5 Transfer of title shall be upon delivery or acceptance by the Customer, as the case may be.
- 3.3 The Supplier shall be liable for any expenses and/or damages incurred by Customer due to any breach of the obligations under this Clause A.3, unless Supplier is not responsible for such breach.

A.4. Invoices and Applicable Tax

- 4.1 The order number(s) and/or code(s) as well as the number of each individual item shall be detailed in invoices. Insofar as any such details are omitted, invoices shall not be payable. Copies of invoices shall be marked as duplicates. In the case of purchase of services, if hourly remuneration is agreed, the relevant time sheets countersigned by the Customer shall be attached to the invoice.

4.2 In addition, the following shall apply in relation to purchase of services:

- 4.2.1 Any applicable value added tax, sales tax or other similar taxes ("VAT") shall be listed separately in the relevant invoice. The due taxation of all payments for income tax purposes and any VAT payments is the responsibility of the Supplier. Insofar as the services performed by the Supplier are subject to VAT and have been properly invoiced by the Supplier, the Customer is prepared to pay the VAT due on the agreed remuneration. Should the Customer be entitled to a refund of VAT imposed under the laws of the Supplier's country, the Supplier shall use all reasonable efforts to support the Customer in obtaining the aforementioned claim for refund from the tax authorities in the Supplier's country.
- 4.2.2 Should any remuneration under the contract be subject to withholding taxes, the Customer shall deduct the amount of withholding tax required by the law of the Supplier's country of residence and pay it to the tax authorities in the name and on behalf of the Supplier. The Customer, at its own expense, shall send to the Supplier the official tax receipt evidencing payment of said taxes.

A.5. Payment

- 5.1 Unless otherwise agreed, payments shall be due and payable no later than 30 days net. If payment is made within 14 days, Customer is entitled to a 3 % discount.
- 5.2 The period for payment shall commence as soon as any delivery of products or service is completed and a correctly issued invoice is received. Insofar as the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance. A discount shall also be allowed if the Customer sets off or withholds any payments to a reasonable extent on account of any deficiency. The period for payment shall commence after the complete rectification of any deficiency.
- 5.3 Any payment shall be deemed overdue only if the Customer fails to pay in response to a payment demand note received after payment becomes due. Payment does not constitute an acknowledgement that the corresponding product or services were provided in accordance with the contract.

A.6. Rights of Use

The Supplier hereby grants the Customer the non-exclusive, transferable, worldwide and perpetual right to use the products and/or services including related documentation, to integrate them into other products and to distribute them worldwide.

A.7. Provision of Material and Information; Changes affecting Quality

- 7.1 Material and information provided by the Customer remain the property of the Customer and are to be stored, labelled as property of the Customer and administered separately at no cost to the Customer. Their use is limited to the orders of the Customer only. The Supplier shall supply replacements in the event of reduction of value or loss, for which Supplier is responsible, even in the event of simple negligence. This also applies to the transfer of allocated material.
- 7.2 Any processing or transformation of the material shall take place for the Customer. The Customer shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, the Customer and Supplier hereby agree that the Customer shall be the owner of the new product at all times during the processing or transformation. The Supplier shall keep the new product safe for the Customer at no extra cost and in so doing exercise the duty of care of a merchant.
- 7.3 The Supplier shall not make any changes to the design or manufacture, affecting form, fit, function, properties, purity or any other characteristics of the goods and/or services without obtaining the prior written consent of the Customer.

A.8. Confidentiality, Data Protection and Information Security

- 8.1 The Supplier shall treat as confidential the results, as well as the knowledge and findings, documents, terms of reference, business processes or other information that it receives from or about the Customer in the context of the performance of its obligations under the contract, as well as the conclusion of the contract, with regard to third parties other than those third parties authorised and involved in the performance of obligations under the contract - and shall keep the same confidential beyond the term of the contract - for as long as and insofar as such information has not become publicly known or is not obtained by legal means or the Customer has not consented in writing to its transfer in the individual case. The Supplier shall use this information exclusively for the purpose of performing its obligations under the contract.
- 8.2 The Supplier shall take appropriate measures for storage of data and for protection of its IT systems against software with damage function (viruses) and unauthorized access by third parties, in order to reasonably protect information received from the Customer, and the results generated for the same, against loss, modification, forwarding or access by unauthorized third parties.
- 8.3 Insofar as the Supplier is granted access to personal data in the course of the performance of its obligations under the contract, the Supplier shall comply with the statutory provisions relating to protection of personal data and data privacy and shall enable the Customer to keep itself informed that such provisions are being complied with.
- 8.4 Insofar as the Supplier performs services at the premises of the Customer or has access to the Customer's IT systems, the policy "Rules for Sivantos Business Partners" shall also apply which in this case is enclosed.
- 8.5 The Supplier shall impose an obligation that corresponds to this Clause upon those third parties that it involves in the performance of its obligations under the contract.

A.9. Assignment of Claims; Subcontracting to Third Parties

- 9.1 Any assignment of any claim is only allowed with the prior written approval of the Customer.
- 9.2 Subcontracting to third parties shall not take place without the prior written consent of the Customer and entitles the Customer to cancel the contract in whole or in part and claim damages.

A.10. Right of Termination; Consequences of Termination

- 10.1 The Customer is entitled to terminate the contract by giving four weeks' written notice prior to the end of a calendar month.
- 10.2 If the contract is terminated prematurely according to Clause A.10.1, the Customer shall pay for the contractual services performed or products manufactured and/or delivered to the point at which the contract was terminated and the additional costs incurred directly and verifiably as a result of such termination, less any expenses saved. The Customer shall not be liable for any additional claims of the Supplier for fulfilment or damages due to such termination.
- 10.3 The right to terminate the contract for cause remains unaffected by the foregoing. In particular, the Customer may terminate the contract and/or any purchase orders issued thereunder for cause where the Supplier fails to comply with its obligations under the contract or if an application for insolvency proceedings has been filed against the assets of the Supplier, or if insolvency proceedings against the assets of the Supplier are commenced or are rejected due to insufficient funds. In this case the Customer may, if applicable, continue to utilize existing facilities, deliveries, use the equipment available for the further provision of services, or services already provided by the Supplier, against reasonable remuneration.

A.11. Code of Conduct for Suppliers, Security in the Supply Chain

- 11.1 The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor. Moreover, the Supplier will take responsibility for the health and safety of its employees, the Supplier will act in accordance with the applicable environmental laws and will use best efforts to promote this Code of Conduct among its suppliers and those third parties engaged in the course of performing its obligations under the contract.
- 11.2 The Supplier shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). The Supplier shall protect the goods and services provided to the Customer or provided to third parties designated by the Customer against

unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures.

- 11.3 In addition to other rights and remedies the Customer may have, the Customer may terminate the contract and/or any purchase order issued thereunder in case of breach of these obligations by the Supplier. However, provided that Supplier's breach of contract is capable of remedy, Customer's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by Customer.

A.12. Environmental Protection, Duties to Declare, Dangerous Goods

- 12.1 Should the Supplier deliver legally permissible products which are, however, subject to statutorily-imposed substance restrictions and/ or information requirements (e.g. REACH, RoHS), Supplier shall declare such substances in the web database BOMcheck (www.BOMcheck.net) or in a reasonable format provided by Customer no later than the date of first delivery of products. The foregoing shall only apply with respect to laws which are applicable at the registered seat of Supplier or Customer or at the designated place of delivery requested by Customer. Furthermore, Supplier shall also declare all substances which are set out in the so-called "Sivantos list of declarable Substances" applicable at the time of delivery in the manner described above.
- 12.2 Should the delivery contain goods which - according to international regulations - are classified as dangerous goods, the Supplier will inform the Customer hereof in a form agreed upon between Supplier and Customer, but in no case later than the date of order confirmation.

A.13. Export Control and Foreign Trade Data Regulations

- 13.1 Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). Supplier shall advise Customer in writing within two weeks of receipt of the order - and in case of any changes without undue delay - of any information and data required by Customer to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:
- 13.1.1 All applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and
- 13.1.2 the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
- 13.1.3 the country of origin (non-preferential origin); and upon request of the Customer- Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers).
- 13.2 The Supplier shall be liable for any expenses and/or damages incurred by Customer due to any breach of the obligations according to Clause A.13.1, unless Supplier is not responsible for such breach.

A.14. Reservation Clause

Customer's obligation to fulfil the contract is subject to the proviso that the fulfilment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.

A.15. Mention as Reference Customer

Only upon Customer's prior written approval, the Supplier shall be allowed to mention the Customer as a reference customer and/or make reference to products or services which the Supplier has developed during the performance of an order for the Customer.

A.16. Governing Law and Arbitration

- 16.1 The substantive law of Germany shall apply without reference to any of its conflict of law rules.
- 16.2 If the Supplier is a merchant, the relevant court of jurisdiction shall be Erlangen.

A.17. Third Parties

A person who is not a party to the contract may not enforce any of its terms.

A.18. Supplementary Provisions

Insofar as the provisions of these Conditions of Purchase do not regulate certain matters, relevant statutory provisions shall apply.

B. Special Conditions for Purchase of Products

B.1. Inspection upon receipt

- 1.1 The Customer shall immediately upon receipt examine whether a delivery corresponds to the quantity and type of products ordered and whether there are any external recognizable transportation damage or other deficiencies.
- 1.2 Should the Customer discover any deficiency in the course of these inspections or at any later stage, it shall inform the Supplier of such deficiency.
- 1.3 Complaints may be raised within one month of delivery of a product or performance, and insofar as deficiencies are not discovered until commissioning, processing or first use, within one month of detection.
- 1.4 In this regard the Customer shall have no other duties to the Supplier other than the duties of inspection and notification above.

B.2. Warranty

- 2.1 If deficiencies are identified before or during the transfer of risk or during the warranty period provided for in Clause B.2.9 or B.2.10, the Supplier must at its own expense and at the discretion of the Customer either repair the deficiency or provide reperformance of services or replacement of deliveries (= rectification). This provision also applies to deliveries subject to inspection by sample tests. The discretion of the Customer shall be exercised fairly and reasonably.
- 2.2 Should the Supplier fail to rectify (i. e. repair or replacement) any deficiency within a reasonable time period set by the Customer, the Customer is entitled to (without prejudice to all other rights or remedies available to the Customer under applicable law):
 - cancel the contract in whole or in part without being subject to any liability for damages; or
 - demand a reduction in price; or
 - undertake itself any repair at the expense of the Supplier or
 - reperformance of services or replacement of deliveries or
 - arrange for such to be done; and
 - claim damages in lieu of performance.
- 2.3 Any rectification may take place without a further deadline at the expense of the Supplier if delivery is effected after the original deadline.
- 2.4 The same shall apply if the Customer has a strong particular interest in immediate rectification in order to avoid any liability of its own for delay or for other reasons of urgency and it is not reasonable for the Customer to request the Supplier to rectify the deficiency within a reasonable time period.
- 2.5 The above-mentioned rights shall expire one year from the date of notification of the deficiency but in no instance before the expiry of the warranty periods set out in this Clause.
- 2.6 Additional or other statutory rights are not affected hereby.
- 2.7 If the Supplier provides subsequent performance or repairs, the warranty periods set out in Clause B.2.9 or B.2.10 shall begin to run once again.
- 2.8 Notwithstanding the transfer of risk, the Supplier shall bear the costs and risk related to the rectification (e. g. return costs, costs of transport).
- 2.9 The warranty period for deficiencies of material is three years, insofar as no statutory provisions provide longer periods.
- 2.10 The warranty period for deficiencies in title is five years, insofar as no statutory provisions provide longer periods.
- 2.11 The warranty period begins to run with the transfer of risk. Upon delivery to locations where the Customer is operating outside its premises, the warranty period begins with the acceptance by the end customer, in no case later than one year after transfer of risk.

B.3. Duty to Verify Title/Duty to Inform

It is essential that the products are delivered free of any third party rights. Thus the Supplier is under a duty to verify title and inform the Customer of any possible conflicting industrial and intellectual property rights. Any breach of such duty is subject to the normal statutory limitation period.

B.4. Tools, Patterns and Samples

Any tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates and materials provided by the Customer, as well as any materials derived there from, shall not be made available to any third party nor used for any other purpose than those contractually agreed except with the prior written consent of the Customer. Such materials shall be protected against unauthorized access or use. Subject to any further rights the Customer may demand that such materials be returned if the Supplier breaches these duties.

C. Special Conditions for Purchase of Software Products and/or Products Containing Software

C.1. Rights of Use

1.1 The Supplier hereby grants the Customer the following non-exclusive, transferable, worldwide and perpetual rights:

- 1.1.1 to use the deliveries and services including related documentation, to integrate them into other products and to distribute them worldwide;
- 1.1.2 to use or allow others to use software and its related documentation (hereinafter collectively referred to as "Software") in connection with the installation, launch, testing and operation of the Software;
- 1.1.3 to sublicense the right of use under Clause C.1.1.1 above to any company which Sivantos GmbH directly or indirectly holds the majority of shares or has a majority of votes ("affiliate", and together "affiliates") to other distributors and end customers;
- 1.1.4 to license to affiliates and other distributors the right to sublicense the right of use under Clause C.1.1.1 above to end customers;
- 1.1.5 to use the Software for integration into other products and to copy the Software, or to allow affiliates or other distributors to use and copy the Software;
- 1.1.6 to distribute, sell, hire out, lease, make ready for download or make publicly available the Software, e.g. in the context of Application Service Providing or in other contexts, and to copy the Software to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;
- 1.1.7 to sublicense the right of use under Clause C.1.1.6 above to affiliates and other distributors.
- 1.2 In addition to the rights granted in Clause C.1.1 above, the Customer, affiliates and other distributors are authorized to allow end customers to transfer Software licenses.
- 1.3 All sublicenses granted by the Customer must contain appropriate protection for the intellectual property rights of the Supplier in the Software. All sublicenses must contain any contractual provisions used by the Customer to protect its own intellectual property rights.
- 1.4 The Supplier shall inform the Customer - at the latest at the time the order is confirmed - whether the products and services to be delivered contain "open source software". In the context of this provision "open source software" means any software that is provided royalty-free by the respective licensor to any user on the basis of a license or another agreement with the right to modify and/or to distribute such software. By means of example and without limitation, Open License Terms include the following licenses: the GNU General Public License (GPL), the GNU Lesser GPL (LGPL), the BSD License, the Apache License or the MIT License. Should the products and services delivered by the Supplier contain open source software, the Supplier must deliver to the Customer at the latest at the time the order is confirmed the following:
 - 1.4.1 The source code of the relevant open source software, insofar as the applicable open source conditions require the disclosure of this source code
 - 1.4.2 A schedule of all open source files used, indicating the relevant license and including a copy of the complete text of such license
 - 1.4.3 A written declaration that through the intended use of the open source software neither the products of the Supplier nor the products of the Customer will be subject to a "Copyleft Effect". In the context of this provision, "Copyleft Effect" means that the provisions of the open source license require that certain of the Supplier's products, as well as any products derived from these, may only be distributed further in accordance with the terms of the open source license e.g. only if the source code is disclosed.

Should the Supplier not indicate until after receipt of the order that its products and services contain open source software, then the Customer is entitled to cancel the order within 14 days of receipt of this information and provision of all the information contained in the above paragraph.

D. Special Conditions for Purchase of Services through External Provider

D.1. Performance of Services

- 1.1 The Supplier shall perform the contractual services itself using its own employees. Orders or parts thereof may not be assigned or subcontracted to third parties without the prior written consent of the Customer. If the Supplier fails to obtain such consent, the Customer shall be entitled to withdraw from the contract in full or in part and to demand compensation for damages. The Supplier shall produce the required employment permits for any foreign employees at the request of the Customer.
- 1.2 The Supplier shall be free to organize and arrange its work schedule. The Supplier may only perform the contractual services at the Customer's premises where this is essential for the proper fulfilment of the order and has been agreed in writing beforehand. In this case the Customer shall grant the Supplier access to the appropriate premises.

D.2. Change Requests; Additional Expenses

- 2.1 The Customer and the Supplier may amend the requirements for the contractual services and other contractual conditions according to the following Change Request process.
- 2.2 The contracting partner that considers the amendments and/or additions to the contract to be necessary shall notify the other contracting partner to this effect in writing or by e-mail in the form of a change request ("Change Request"). The contracting partner receiving the Change Request shall notify the contracting partner issuing the Change Request in writing or by e-mail no later than seven working days after receiving the Change Request, as to whether and how the Change Request will affect the agreed schedule, the remuneration and/or other contractual conditions. The contracting partners shall use an appropriate postponement of the schedule and the remuneration agreed for time and material expenses as the basis for this.
- 2.3 If the Supplier believes that the Customer's instructions or other circumstances attributable to the Customer are leading to increased time and material expenses and/or are affecting the agreed deadlines and/or the remuneration, the Supplier shall indicate this to the Customer promptly by initiating the Change Request process described in Clause D.2.2.
- 2.4 The modifications resulting from the agreed Change Request shall be agreed between the Customer and the Supplier in writing. Once the Change Request is agreed in writing, it shall form part of the contract which shall be amended and/or supplemented through the agreed Change Request e.g. with regard to the services to be performed, the schedule and the remuneration.
- 2.5 Additional expenses shall be reimbursed and any additional remuneration shall be paid only if such reimbursement or payment has been agreed expressly in writing in accordance with Clause D.2.4.

D.3. Duty to Inform

Unless expressly agreed otherwise, the Supplier shall keep the Customer informed about the progress of the contractual Services carried out on behalf of the Customer.

D.4. Cooperation Between the Contracting Partners

- 4.1 The Customer shall provide the Supplier's contact persons nominated in accordance with Clause D.4.3 in the agreed data format, with all texts, documents, information and data available to the Customer which the Customer considers necessary for the provision of the contractual services, where these are not otherwise available to the Supplier. If the Supplier does not consider the information to be sufficient, it shall advise the Customer to this effect immediately.
- 4.2 The Supplier shall perform the contractual services state-of-the-art of science and technology, if applicable, and - in the case of translation services - shall employ the terminology and translation technique that enables the best possible result to be achieved. The contractual services shall be performed with the greatest care and shall incorporate the Customer's specifications with regard to terminology and layout, for example. However, the Customer is not authorized to issue instructions to employees of the Supplier under the terms of the contract.
- 4.3 Each contracting partner shall provide the other with the name of a competent contact person who is responsible for obtaining decisions relating to the performance of the contractual services.

D.6. Acceptance of Contractual Services and Liability for Defects

- 6.1 Contractual services shall be subject to acceptance testing once they have been completed by the Supplier. Following completion of acceptance testing, the Customer shall declare acceptance of the contractual service in writing or in other appropriate form provided the relevant contractual services are free from defects.
- 6.2 If contractual services performed by the Supplier turn out to be defective, the Supplier shall at the Customer's discretion either remedy these defects or perform the contractual services again without defects, within a reasonable period and at the Supplier's own cost. If the Supplier fails to remedy the defects or perform the contractual services again without defects despite being given a reasonable time limit, the Customer may withdraw from the contract or reduce the remuneration by a reasonable amount, or remedy the defect or have it remedied at the Supplier's cost and demand compensation for damages in lieu of performance.
- 6.3 The warranty period for material deficiencies is three years, insofar as no statutory provisions provide longer periods.
- 6.4 The warranty period for deficiencies in title is five years, insofar as no statutory provisions provide longer periods.
- 6.5 Further or other claims and rights remain unaffected.

D.7. Remuneration

As remuneration for the contractual services and the rights of use granted to the Customer, the Customer shall pay the agreed amount to the Supplier following correct and timely performance of the services.

D.8. Delay

- 8.1 Decisive for the timely performance of the services is whether the agreed deadlines for performance have been met or, where the contractual services are subject to acceptance testing, on the successful and complete acceptance testing of the contractual services.
- 8.2 If a delay in performance of the contractual services or parts thereof or in their supplementary performance becomes foreseeable, the Customer shall be notified to this effect immediately and its decision shall be obtained.
- 8.3 If – in the event of a delay – the Supplier cannot prove that he is not responsible for the delay, the Customer may charge a penalty in respect of each commenced working day amounting to 0.3 % of the respective order amount, up to a maximum of 5 % of the order amount. This does not release the Supplier from its delivery and service obligations. In the event that the appropriate reservation of rights is not made at the time of acceptance of delivery, services or rectification, this penalty may still be claimed if the reservation of rights is made until the date of final payment.
- 8.4 If fixed deadlines are exceeded the Customer is in addition to the aforementioned rights entitled to withdraw from the contract.
- 8.5 Further or other claims and rights remain unaffected.

D.9. Rights of Use

- 9.1 The Customer shall whenever created own all rights, title and interest in the results of the contractual services (hereinafter called "results") regardless of the stage of development reached. The Supplier shall keep the results for the Customer safe until they are transferred. The Supplier grants to the Customer the exclusive, worldwide, transferable, sublicenseable and unrestricted right, to modify, to have modified, to use, to have used, to publish, to have published, to distribute, to have distributed, to utilize or to have utilized the results in their original form and as extended or modified by the Customer.
- 9.2 If the results contain inventions or ideas which are patentable or otherwise eligible for registration, the Customer is entitled, at its discretion and in its own name, to apply for such property rights in any countries, to maintain these rights or to abandon them at any time. If necessary the Supplier shall assist the Customer with the application; the Supplier shall refrain from any activity that may impede the application and efficient exploitation of the rights by the Customer. The property rights incurred as a result of such applications belong to the Customer.
- 9.3 The Supplier hereby waives its right to authorship credit with respect to the results, unless otherwise agreed in the individual case.
- 9.4 The Supplier undertakes to ensure that the inventions or ideas arising in the course of the performance of the contractual services are transferred to the Customer free of further charge or further cost.
- 9.5 In contracts with its employees, freelancers or third parties, involved in the provision of the contractual services, the Supplier shall at all times assure that any and all rights as described in Clauses D.9.1 and D.9.2 are enjoyed by the Customer exclusively, worldwide and without any time limit, or other restriction, and also that they are not affected in any way by a termination of the contract between the Supplier and its employees, freelancers or third parties. Such provisions shall survive and be valid after termination of the contract between the Supplier and its employees, freelancers or third parties. Otherwise, the Supplier shall compensate the Customer for all resulting damages and expenditure including but not limited to reasonable costs of legal defense, and shall indemnify and hold harmless the Customer to this extent against third party claims, unless the Supplier is not liable for such damage, costs or claims.