

TERMS AND CONDITIONS FOR IMMUNO VALLEY EXPERTISE DATABASE

1. Immuno Valley Expertise Database

- 1.1 Immuno Valley operates the so-called “Immuno Valley Expertise Database”, which is a database providing details on the science and technology its partners are involved in. This database contains the following data of each partner that has signed a letter of consent to that effect or has otherwise agreed thereto:
- (a) name of organisation and scientists involved, as well as their expertise;
 - (b) description of technology and/or facilities available for collaborative development and/or out-licensing;
 - (c) description of potential application of technology and/or facilities;
 - (d) potentially: description of required partners for further development of the technology and/or facilities;
 - (e) publications and links regarding the expertise of the scientists involved.
- 1.2 Each partner can request Immuno Valley to update the information contained in the Immuno Valley Expertise Database relating to such requesting partner. Provided that such request will be sufficiently clear and precise, Immuno Valley shall process it and publish the adjusted information in the Immuno Valley Expertise Database within fourteen (14) days after the date of the request.
- 1.3 In deviation from article 1.2, each scientist involved in the Immuno Valley Expertise Database may decide him- or herself whether or not to enter his/her name and professional address into the Immuno Valley Expertise Database. The scientist entering such data and not Immuno Valley shall have the responsibility to keep such data up-to-date.

2. Conditions of use Immuno Valley Expertise Database

- 2.1 The Immuno Valley Expertise Database shall be exclusively accessible for Immuno Valley partners for the purposes of establishing research collaborations, public/private collaborations or any other collaboration and/or licensing arrangements in the field of infectious diseases and immunology at the interface of human and animal health.
- 2.2 In order to be able to use the Immuno Valley Expertise Database, each employee of an Immuno Valley partner needs to create a personal account at expertise.immunovalley.nl, which shall be activated by Immuno Valley within two working days. Account and login data are strictly personal and may not be transferred to any other person.
- 2.3 The data obtained on the basis of research in the Immuno Valley Expertise Database are only intended for the purposes set out in article 2.1 above and may not be distributed to any third party.

2.4 The contacts contained in the Immuno Valley Expertise Database may exclusively be used for the purpose set out in article 2.1. They may not be approached by the Immuno Valley partners or by third parties on their behalf with general mailings.

3. Privacy

3.1 Immuno Valley commits using the data entered into the Immuno Valley Expertise Database for the purposes set out in article 2.1 only and shall process these data in strict compliance with the Dutch Data Protection Act (*Wet Bescherming Persoonsgegevens*).

4. Limitation of liability

4.1 Immuno Valley shall do its utmost to keep the data contained in the Immuno Valley Expertise Database up to date. As a minimum, it shall confirm with its partners the accuracy of the data they provided once a year. However, Immuno Valley's liability with respect to the operation of the Immuno Valley Expertise Database is limited to the correct implementation of the latest data provided by its partners.

4.2 Without prejudice to article 4.1 above, Immuno Valley's liability is at all times limited to the maximum amount covered by its professional indemnity insurance, a summary of which can be provided upon request.

5. Applicable law and competent court

5.1 Dutch law is applicable to these terms and conditions.

5.2 Any conflicts arising out or in connection with these terms and conditions shall be exclusively submitted to the competent Court in Utrecht.