

## TERMS AND CONDITIONS FOR CONSULTING SERVICES

Effective: February 2024, version 2.

These terms and conditions (hereinafter referred to as “**Contract**”) apply to all Customers as well as all their worldwide affiliates who request Consulting Services offered online on the Website or in an individual purchase offering by 9T Labs.

Unless stated otherwise hereunder, any capitalized terms shall have the same meaning as in the General Terms and Conditions (GTC) downloadable from [www.9tlabs.com/terms-and-conditions](http://www.9tlabs.com/terms-and-conditions).

9T Labs and Customer hereinafter also referred to as “**Party**” or together as “**Parties**”

### 1 DEFINITIONS

**1.1 “Background Intellectual Property”** means all and Intellectual Property that each of the Parties or their Affiliates owns or has in its possession when entering into the Contract, or creates or develops otherwise than in the course of carrying out the Consulting Services or developing and delivering of one or more of the Deliverables.

**1.2 “Confidential Information”** is all information of any nature whatsoever (including, but not limited to, business, employee, client, customer or any other data, trade secrets, business and/or financial records and operations, products, processes, methodologies, specifications, Know-How, technical information, Intellectual Property, opportunities, marketing and sales activities, software specifications, costs and prices, wage rates, content of discussions and negotiations), in whatever form, format or medium (including, but not limited to, written, oral, electronic, audio and video), that one Party (“Disclosing Party”) discloses to or otherwise comes into possession of the other Party (“Receiving Party”) whether directly or indirectly as a result of the provision of Consulting Services under this Contract.

**1.3 “Consulting Services”** shall mean the services to be provided or performed by 9T Labs, in accordance to its Purchase Order

**1.4 “Deliverables”** shall mean the results arising out of, or created during the performance of Consulting Services by 9T Labs and as described in the Purchase Order from 9T Labs to Client.

**1.5 “Development-Related Intellectual Property”** shall mean Intellectual Property arising from one or more of the tasks of developing and delivering of one or more of the Deliverables, for example: methods, for example, but not limited to, manufacturing methods, design methods, and testing methods; designs, for example, but not limited to, layup designs, layup design elements, preform designs, component designs, test designs, packaging, and exhibitor props; systems, for example, but not limited to, manufacturing systems, production infrastructure, testing systems, and their improvements; software, for example, but not limited to, functions, methods, improvements, designs, user interfaces, calculations, simulations, storage solutions, communication solutions, monitoring solutions, scaling solutions, supply chain solutions; and management, for example, but not limited to, R&D, production, supply chain, quality, safety, environmental, social, and governance aspects.

**1.6 “Effective Date”** means the effective date specified in this Contract.

**1.7 “Fast Track Change Request”** is a change request having low impact and cost below a defined threshold, as referred to via the Purchase Order.

**1.8 “Full Track Change Request”** is a change request having higher impact and cost than a Fast Track Change Request and requiring a detailed analysis and review.

**1.9 “Intellectual Property (IP)”** shall mean and includes, to the extent recognized under applicable law, patents, patent applications, copyrights, trademarks, service marks, trade names, rights to internet domain names and email address names, trade secrets, moral rights, database rights, design rights, Know-How, and all other rights of authorship and intellectual and industrial property rights, and other equivalent or similar rights which may subsist anywhere in the world, whether registered or unregistered, including any form of application for any of the foregoing, protecting the use of, e.g., techniques, processes, methods, inventions (whether patentable or not), conceptions, discoveries, improvements, hardware and software, including in particular source code and other forms of code and all related documentation, chip designs, mask works, or any other technical information or specifications, or customer lists.

**1.10 “Know-How”** means non-patentable or unpatented technical information (including,

without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, operational experience, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain.

**1.11 “Project Start Date”** is the date set by 9T Labs and notified to the Customer corresponding to the commencement of the first Milestone, as set out in the Project Schedule referred to via the Purchase Order.

**1.12 “Purchase Order”** means a purchase order for Consulting Services submitted to Client by 9T Labs, including, but not limited to specified price, delivery schedule and list of Deliverables, subject to the terms and conditions of such offer.

**1.13 “Acquired Technical Information”** is any information which relates to the design, structure, functions, operation, fabrication, manufacturing, testing, use, lease, sale or other disposition of Deliverables, and which is owned, developed, discovered or otherwise acquired by Customer at any time prior to the expiration or termination of the term of this Agreement, and which is disclosed or transferred as a Deliverable by 9T Labs to Customer, or which Customer has access to or obtains, or which becomes known to Customer, under or pursuant to this Contract.

**1.14 “Work Product”** is defined in Section 4.4.

## 2 GENERAL OBLIGATIONS OF 9T LABS

**2.1** 9T Labs shall perform the Consulting Services, as listed in the Offer of 9T Labs, in accordance with this Contract using reasonable skill, care and diligence and in a professional manner and in accordance with any relevant industry standards.

## 3 PRICES AND PAYMENT CONDITIONS

**3.1** Unless specified otherwise, all prices are in Swiss Francs (CHF) and are exclusive of any taxes and VAT. Any additional costs, if applicable (e.g. shipping costs, advance recycling fee, etc.) will be charged separately.

**3.2** 9T Labs shall invoice Customer for the full amount due, or as specified in the Purchase Order. Customer agrees to pay 9T Labs for the

Consulting Services performed within 30 days of the date of invoice.

**3.3** In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

## 4 INTELLECTUAL PROPERTY

**4.1** All Background Intellectual Property remains the property of the Party introducing it.

**4.2** Customer grants to 9T Labs a non-exclusive, royalty-free right and license to use Background Intellectual Property owned and disclosed to 9T Labs by Customer for the purpose of the delivery, performance and control of the Consulting Services and/or the Deliverables.

**4.3** 9T Labs grants to Customer a non-exclusive, royalty-free right and license to use Background Intellectual Property owned by 9T Labs insofar as it is necessary to enable Customer to use the Deliverables.

**4.4** Any Development-Related Intellectual Property that originates from or is created by 9T Labs shall be the sole and exclusive property of 9T Labs.

**4.5** 9T Labs grants to Customer an exclusive, royalty-free right and license to use Development-Related Intellectual Property owned by 9T Labs insofar as it is specific to the geometry of the Deliverable as specified in the one or more data files describing one or more of the layups and toolpaths for forming a part matching the dimensions and 3D specifications supplied by Customer. Development-Related Intellectual Property specific to the geometry of the Deliverable does not include, in particular, Development-Related Intellectual Property related to aspects of the design which can be applied in different contexts, including but not limited to, local fiber layup arrangements and toolpaths, and manufacturing processes.

**4.6** To Development-Related Intellectual Property owned by 9T Labs and not licensed under Section 4.5, 9T Labs grants to Customer a non-exclusive, royalty-free right and license to use this Development-Related Intellectual Property insofar as it is necessary to enable Customer to use the Deliverables.

**4.7** Any Development-Related Intellectual Property that originates from both 9T Labs and Customer and is jointly developed by 9T Labs and Customer for the sole purpose of jointly creating

joint ownership, shall be jointly owned by 9T Labs and Customer.

- 4.8** Customer grants to 9T Labs a non-exclusive, royalty-free right and license to use Development-Related Intellectual Property owned and disclosed to 9T Labs by Customer for the purpose of the delivery, performance and control of the Consulting Services and/or the Deliverables.

## **5 REVERSE ENGINEERING**

- 5.1** Customer shall not alter, enhance or otherwise modify the Deliverables, except as agreed by the Parties in writing. Customer shall not disassemble, decompile, or reverse engineer any of the Deliverables or prepare derivative works of any of the Deliverables. Customer shall not sell, distribute, cause or allow to pass from control of Customer to a third party, or offer any product or Acquired Technical Information relating to the Deliverables, pursuant to this Contract, without written prior approval from 9T Labs.

## **6 CONFIDENTIALITY OBLIGATIONS**

- 6.1** Confidential Information does not need to be specifically identified as "confidential" or "secret" in order to be classified as Confidential Information. Information is also confidential if by its nature a reasonable person would believe it to be confidential. Confidential Information shall not include information that the Receiving Party can prove:

(i) was disclosed to a person who is subject to a professional duty of confidentiality, such as lawyers or accountants, to the extent that such disclosure is reasonable and necessary for the regular course of business or for the purpose of this Contract;

(ii) to have been in the public domain on the date of disclosure to a third party;

(iii) to have been lawfully and appropriately obtained by it from a third party that has no obligation of confidentiality;

(iv) has come into the public domain otherwise and without any wrongdoing of the Receiving Party;

(v) was independently created by it without reference to the Confidential Information of the Disclosing Party; or

(vi) is required to be disclosed by mandatory applicable law.

- 6.2** Both Parties shall treat any Confidential Information in a strictly confidential manner and neither convey or disclose such Information to any third party nor use it for purposes other than the purposes of this Contract or the proper provision of the Consulting Services. This duty shall survive the termination of this Contract.

- 6.3** 9T Labs may disclose Customer Confidential Information to 9T Labs employees, contractors, subprocessors and suppliers to the extent necessary to deliver the Consulting Services.

- 6.4** Both Parties shall procure that appropriate contractually binding confidentiality undertakings have been entered into between each party and its employees and, if applicable, its subcontractors that are substantially equivalent to those set out in this Contract. The confidentiality undertakings shall survive the termination of this Contract.

- 6.5** Both Parties shall promptly delete permanently and securely any Confidential Information so that it is no longer retrievable or deliver it to the Disclosing Party together with all the copies in any form and in any media at the Receiving Party's power, possession or control promptly upon termination or expiration of this Contract or upon request by the Disclosing Party unless such deletion is prohibited by the applicable laws, or for archival purposes.

## **7 REPRESENTATIONS AND WARRANTIES**

- 7.1** The Consulting Services shall be performed using reasonable skill, care and diligence and in a professional manner and in accordance with any relevant industry standards. Notwithstanding the foregoing, Customer agrees that 9T Labs cannot and will not offer any warranty for any prototypes, samples or products as a result of a feasibility study.

- 7.2** Customer further acknowledges that the use of any prototype or sample could result in damage of its equipments/parts/materials/processes including but not limited to, production downtime, equipment stoppages, damage, discoloration, corrosion, process system failure, etc. Customer agrees to indemnify, defend, and hold 9T Labs harmless for all liabilities incurred or alleged as a result of the Deliverables, or arising out of the use of the Deliverables.

- 7.3** THIS IS THE SOLE WARRANTY FOR DELIVERABLES GIVEN TO CUSTOMER BY

9T LABS. EXCEPT TO THE EXTENT EXPRESSLY STATED HEREUNDER, PROHIBITED BY THE APPLICABLE LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, 9T LABS AND ITS AFFILIATES (I) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE PRODUCTS; AND (II) EXCLUDE ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 7.4** In the case of feasibility studies, Customer further acknowledges that actual costs may vary depending on material and labour costs; design, size and specification of the proposed prototypes; market forces and other factors not known at the time of entering this Contract. While 9T Labs attempts to provide conservative estimates and include all reasonably-foreseeable costs associated with the development, 9T Labs does not and cannot accept any responsibility for variations to or exclusions from the feasibility that may affect the economic viability of Customer's projects. Customer shall make their own enquiries and do their own research to satisfy themselves as to the accuracy of these feasibility studies carried out by 9T Labs.

## 8 LIABILITY

- 7.1** 9T LABS' AND ITS AFFILIATES' TOTAL AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS CONTRACT SHALL BE LIMITED, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAWS, TO THE FEES ACTUALLY PAID FOR THE SERVICES THROUGH WHICH THE CAUSE OF LIABILITY AROSE. 9T LABS SHALL NOT BE HELD LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFIT, REVENUE, BUSINESS, VALUE, CUSTOMERS, OPPORTUNITIES, ANTICIPATED SAVINGS, GOODWILL, REPUTATION, USE OR DATA). 9T LABS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES ARISING IN CONNECTION WITH CUSTOMER'S INABILITY TO USE THE PRODUCTS. 9T LABS' LIABILITY FOR SUBPROCESSORS ACCORDING TO Art. 101

CO (Swiss Code of Obligations) SHALL BE EXCLUDED. THESE LIMITATIONS APPLY COLLECTIVELY TO 9T LABS, ITS AFFILIATES, CONTRACTORS, SUB-PROCESSORS, AND SUPPLIERS. THE LIMITATION OF LIABILITY SHALL NOT APPLY TO CASES OF INTENT OR GROSS NEGLIGENCE, CULPABLE DAMAGES TO LIFE OR DAMAGES CAUSED ACCORDING TO THE SWISS PRODUCT LIABILITY ACT (PrHG).

## 9 DATA PROTECTION

- 8.1** Unless stated otherwise hereunder, all personal data is collected and processed in accordance with our Privacy Policy, to be found at [www.9tlabs.com/privacy-policy](http://www.9tlabs.com/privacy-policy), which constitutes an integral part of this Contract. By accepting this Contract, Customer also agrees to the Privacy Policy.

## 10 FORCE MAJEURE

- 10.1** A Party shall not be considered in breach of the Contract to the extent that it was unable to fulfill its contractual obligations due to Force Majeure. Each Party shall cover its own costs resulting from Force Majeure.
- 10.2** The Party invoking Force Majeure shall notify the other Party thereof without undue delay. Such notice shall also include the cause of the delay and the presumed duration thereof.

## 11 MISCELLANEOUS

- 11.1 Severability.** If individual clauses of this Contract are either fully or partially unlawful, invalid, or for any other reason unenforceable, the validity of the remaining clauses of this Contract shall not be affected.
- 11.2 Amendment.** 9T LABS reserves the right to amend this Contract at its own discretion at any time.
- 11.3 Notifications.** All notifications, claims and other communications shall be submitted in writing by email or airmail to the relevant Party Representative as identified in the Form of Contract. All correspondence shall be identified with the Contract.

## 12 CHANGE REQUESTS

- 12.1** Either Party may issue a Change Request to the other Party at any time during the Term. The Change Request shall be in writing and

state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast Track Change. If 9T Labs issues the Change Request, then it shall also provide an Impact Assessment to the Customer as soon as is reasonably practicable but in any event within ten (10) Working Days of the date of issuing the Change Request. If the Customer issues the Change Request, then 9T Labs shall provide an Impact Assessment to the Customer as soon as is reasonably practicable but in any event within ten (10) Working Days of the date of receiving the Change Request from the Customer provided that if 9T Labs requires any clarifications in relation to the Change Request before it can deliver the Impact Assessment, then it will promptly notify the Customer and the time period shall be extended by the time taken by the Customer to provide those clarifications. The Customer shall respond to the request for clarifications as soon as is reasonably practicable and 9T Labs shall provide the Customer with sufficient information to enable it to understand fully the nature of the request for clarification.

- 12.2** The Customer is entitled to a predefined number of Fast Track Change Requests at no cost during the first ten (10) working days from Project Start Date, the number being defined via the Purchase Order.

### **13 APPLICABLE LAW AND JURISDICTION**

- 13.1** This Contract shall in all respects be governed by, construed, and interpreted in accordance with the laws of Switzerland excluding its conflict of laws rules, to the extent that mandatory laws of the country in which the consumer is resident do not override Swiss law. The provisions of the UN Sales Convention for the International Sale of Goods shall not apply.
- 13.2** The Parties submit to the exclusive jurisdiction of the competent courts in the City of Zurich, Switzerland, for all disputes arising out of, or in connection with, this Contract. However, nothing in this clause shall limit the Customer's mandatory legal rights as a consumer to bring actions against 9T Labs or to require proceedings to take place in the country in which the Customer has residence.