

Vermont GaN Tech Hub Test & Characterization Services Terms and Conditions

THIS AGREEMENT ("Agreement") is made by and between the University of Vermont and State Agricultural College, a public land grant university of the state of Vermont, (hereafter referred to as "UVM"), and (hereafter referred to as "Buyer"), and collectively "Parties."

Buyer desires to retain the services of UVM, upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Buyer and UVM agree as follows;

Scope of Services: UVM agrees to undertake and conduct the work as outlined in the Quotation ("**Services**"). UVM will conduct the work in a professional manner. UVM makes no representations or warranties concerning the achievement of any specific outcomes or results.

Term: The term will run until the completion of the Services, unless terminated in accordance with procedures below.

Funding and Payment: Buyer shall pay UVM the amount set for in the Quotation. Payment shall be made to "University of Vermont" and remitted to the address in the Quotation.

Confidential Information: "Confidential Information" means any confidential or proprietary information furnished by one Party ("Disclosing Party") to the other ("Receiving Party") in connection with the Services that is specifically marked as confidential or followed up in writing to document its confidentiality as soon as possible but no more than fifteen (15) days after disclosure.

The Receiving Party shall not publish or disclose Confidential Information to a third-party or use Confidential Information for any purpose unrelated to this Agreement, without the prior written consent of the Disclosing Party. The obligations of non-use and non-disclosure shall not apply to: (a) Information that the Receiving Party can show by written record that it possessed prior to its receipt from the Disclosing Party; (b) Information that was available to the public prior to its receipt by the Receiving Party or later became so through no fault of the Receiving Party; (c) Information that is subsequently disclosed to the Receiving Party by a third party free of any obligations of confidentiality; (d) Information that is independently known, developed, or discovered without use of the Disclosing Party's Confidential Information. If Receiving Party is required by law to disclose Confidential Information, the Receiving Party is required to give the Disclosing Party prompt notice, and the Disclosing Party may seek an appropriate protective order, and the Receiving Party will reasonably cooperate with the Disclosing Party in its efforts to seek such a protective order.

The obligations of this Article pertaining to confidentiality shall apply for three (3) years after disclosure.

Device and Specifications: Buyer will provide to UVM a specific Device to be characterized and provide Specifications for the characterization of the Device. UVM agrees not to transfer the Device to anyone who is not employed at UVM's facilities without the prior written consent of Buyer.

Ownership of Results. Buyer will own the results of the Services.

Use of Name for Publicity: Neither Party shall use the name or logos of the other Party or of any Investigator in any advertising or promotional material without the prior written approval of the other.



Compliance with Law: The Parties shall comply with all applicable federal, state, local laws and regulations.

Liability: In the performance of Services, each Party to this Agreement assumes responsibility for any liabilities, damages, or claims (including attorneys' fees) payable to third parties which may arise from the actions of that Party, its employees, or agents pursuant to this Agreement, except, unless prohibited by law, to the extent that such liability, damage, or claim is caused by the negligence or willful misconduct of the other Party, its employees, or agents or breach of this Agreement. Neither Party will be responsible for indirect or consequential damages related to the use of the results of the Services. The maximum amount of direct damages payable by UVM will be the amount paid by Buyer for the Services.

Buyer acknowledges that high power testing brings a significant risks, including the risk of sudden failure that may happen without warning. The measurements systems have safeguards to protect against these failures, but Buyer acknowledges that such systems are not fool proof. The Buyer acknowledges that the Device may be destroyed or damaged during the characterization process. UVM will have no liability if the Device is damaged or destroyed so long as UVM is conducting characterization work under the Specifications provided by Buyer.

Termination: Buyer may terminate this agreement without cause upon thirty (30) days' prior written notice to UVM. Buyer will pay UVM for either (a) percent of completion or (b) deliverable completed to the date of termination.

Miscellaneous: This Agreement (a) may not be assigned or transferred by either Party without the other Party's prior written consent, (b) constitutes the entire understanding of the Parties with respect to the subject matter hereof, and (c) may be modified or amended only in a writing signed by duly authorized representatives of both Parties.

Export Control: Buyer shall notify UVM in writing before providing UVM any export-controlled information or materials, including the Device. Buyer shall include, if known, the Export Control Classification Number, United States Munitions List Category or EAR99 designation as appropriate.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

[Buyer NAME]

University of Vermont and State Agricultural
College

Signature by:

Signature by:

Name:
Title:
Date:

Name:
Title:
Date:

