

RENTAL AGREEMENT

BETWEEN

**Airbus Defence and Space Netherlands B.V.**

AND

**Department of Anatomy, Histology, Forensic-Medicine and Orthopedics, "Sapienza" University of Rome, Via  
Alfonso Borelli, 50 00161 Italy  
VAT number IT02133771002**

FOR RENT OF  
A RANDOM POSITIONING MACHINE

This rental agreement (hereinafter referred to as “the Agreement”) is made and entered into between:

**Airbus Defence and Space Netherlands B.V.**, a company organized and existing under the laws of The Netherlands, having its principal office at Mendelweg 30, 2333 CS Leiden, The Netherlands (hereinafter referred to as Airbus DS NL)

and

Department of Anatomy, Histology, Forensic-Medicine and Orthopedics, “Sapienza” University of Rome an educational institute organized and existing under the laws of Italy, represented by Prof. Ciro Villani, as Director and Legal Representative of the Department, VAT number IT02133771002, Address for the purpose of this rental agreement, at **Via Antonio Scarpa 16 - 00161 Roma Italy**

(hereinafter referred to as “Lessee”)

(individually also referred to as “Party” and collectively referred to as “Parties”)

## PREAMBLE

**WHEREAS** Airbus DS NL is the manufacturer of the Random Positioning Machine (RPM),

**WHEREAS** Lessee wishes to use the Random Positioning Machine for research in the field of CELL BIOLOGY for 18 MONTHS.

**WHEREAS** Airbus DS NL is prepared and willing to rent to Lessee a Random Positioning Machine,

**NOW THEREFORE**, in consideration of the covenants contained in the preamble, the Parties hereto have agreed as follows:

### 1. SUBJECT

Airbus DS NL rents to Lessee a Random Positioning Machine, including a RPM software configured laptop, hereinafter together referred to as “RPM”, as specified in Annex A, for the use at Lessee’s premises during the term of the Agreement as further identified in Annex A and Article 4 below.

### 2. PRICE AND PAYMENT

The price for the rental period of Eighteen (18) months (commencing from 24 May 2021) for the Random Positioning Machine, as per Annex A is:

€19.930

**Nineteen Thousand Nine Hundred and Thirty Euros**

Item	Amount	Rental Price
Initial starting costs: <ul style="list-style-type: none"> <li>Transport</li> <li>Online training session: 2 hours in total.</li> </ul>	One (1) time	€4.990
RPM 2.0, newest version with partial gravity support, incl.: <ul style="list-style-type: none"> <li>Controller and cabling.</li> <li>Pre-installed laptop with control software and user manual.</li> </ul>	Eighteen (18) months	€14.940
<b>Total:</b>		<b>€ 19.930,00</b>

Upon signature of this agreement, ADSNL shall issue of an invoice, the payment of which shall be required from the Lessee at least one week before shipment of the RPM.

**3. DELIVERY**

The RPM shall be transported to Lessee's site on the date specified in Annex A hereto. The delivery shall be made to Lessee's site as per Incoterm 2020 DAP ("Delivered at Place").

**4. DURATION OF THE AGREEMENT**

The duration of the rent of the RPM is defined in Annex A. The terms for early termination of the Agreement are described in article 5.12 below.

**5. SPECIFIC CONDITIONS FOR THE USE OF THE RPM**

- 5.1. The RPM shall be used by Lessee only at Lessee's premises as defined in Annex A. The RPM shall be stored such that it is and remains Airbus DS NL property. The RPM shall only be operated by experimenters who are properly trained by Airbus DS NL. Lessee will keep, or oblige his/her experimenter(s) and/or contractor(s) to retain the mark on the RPM in an unambiguous way as being the property of Airbus DS NL.
- 5.2. Lessee shall solely use the laptop with the RPM configured software.
- 5.3. At the end of the Agreement, the RPM is to be returned to Airbus DS NL to Mendelweg 1, 2333 CS Leiden, The Netherlands, according to Incoterm 2020 DAP Leiden.
- 5.4. The Lessee will be responsible for the costs arising from the Agreement. These costs will comprise effort and expenditure, as applicable, arising from, but not limited to activities such as:
  - 5.4.1.1. Operation of the RPM
  - 5.4.1.2. Insurance of the RPM during stay on Lessee's premises and delivery to Airbus DS NL
  - 5.4.1.3. Storage
- 5.5. The Lessee will release, indemnify and hold harmless Airbus DS NL from all liabilities in respect of (property) damage to Airbus DS NL, including its personnel or representatives, and/or third parties arising directly from or in connection with the use of the RPM under the Agreement, unless the damage is caused directly by gross negligence and/or willful misconduct by Airbus DS NL and/or personnel and/or representatives.
- 5.6. Airbus DS NL shall be liable to Lessee for any damage to Lessee and/or its representatives caused directly by gross negligence and/or willful misconduct by Airbus DS NL and/or personnel; and/or representatives.
- 5.7. In no event shall Airbus DS NL be liable for any indirect, special and/or consequential damages whatsoever as a consequence of the Agreement.
- 5.8. Lessee shall bear the risk for damage, destruction and loss of the RPM and/or laptop with RPM configured software during the period mentioned in Annex A and article 4. Except for normal wear and tear, the Lessee will be responsible for returning the RPM in the same condition as at the time of beginning of the rental period.
- 5.9. Airbus DS NL will grant Lessee a license to use the software solely for operation of the RPM in accordance with the instructions of Airbus DS NL. That license will be non-transferable and non-

exclusive and will expire upon termination of the Agreement unless the Parties agree otherwise in writing. Neither Lessee nor any of its employees is permitted to publicise or reproduce the RPM in any way whatsoever or to remove or alter any indication concerning intellectual property rights and/or to damage or infringe the intellectual property rights of Lessor in any other way whatsoever. Lessee may not modify or alter the RPM without written consent of Airbus DS NL. Lessee shall not modify, adapt, disassemble, de-compile or otherwise reverse engineer the RPM software.

- 5.10. The Lessee is required, in the case of loss, destruction or damage, to refund the replacement value (see Annex A) of the RPM, together with any losses and damages sustained by Airbus DS NL. Should an event as above arise, the Lessee shall notify Airbus DS NL immediately as to the nature and extent of the damage.
- 5.11. Delivery of the RPM to Lessee and redelivery to Airbus DS NL shall be recorded and the delivery record, to be signed by both parties, shall contain the Airbus DS NL inventory number of the RPM as mentioned in Annex A and the condition in which the RPM is received.
- 5.12. Airbus DS NL reserves the right to terminate the Agreement and require the return of the RPM if the Lessee does not comply with the conditions of this Agreement.
- 5.13. At the end of the Agreement and upon termination or cancellation, Lessee shall within five (5) working days from the end, termination or cancellation: return the RPM, including laptop with the RPM software, to Airbus DS NL according to the conditions set forth in this Agreement, subject to a fine for delay in performance of these stipulations of Euro 40,000 and without prejudice to Airbus DS NL's other rights, such as its right to compensation of losses and damages.

## 6. OWNERSHIP AND COPYRIGHT

- 6.1. Airbus DS NL is owner of the RPM and the laptop with RPM software. The copyright and all other intellectual and industrial property rights with respect to the RPM and the RPM software, including methods and techniques on which it is based, and all documentation that have been supplied to Lessee under the Agreement, shall at all times remain solely and exclusively with Airbus DS NL.
- 6.2. This Agreement does not constitute any transfer of title from Airbus DS NL to Lessee. It is further expressly understood and agreed that this Agreement shall not be construed as granting, whether expressly or impliedly, to Lessee any rights by license or otherwise on the RPM or any other intellectual and/or industrial rights.
- 6.3. Lessee shall not sell, mortgage, let, lend or transfer possession of the RPM and/or the laptop with RPM software, in any (other) way whatsoever.
- 6.4. Lessee will protect any property rights associated with the RPM, the RPM Software and supporting documentation against misuses or unauthorized use by third parties.

## 7. CONFIDENTIALITY

The Lessee commits itself to maintain the confidentiality of all information and know-how provided by or on behalf of Airbus DS NL and/or third parties, related to this Agreement. Other than in Lessee's regular scientific reports, Lessee is not permitted to use the name(s) of Airbus DS NL in statements without the prior written approval of Airbus DS NL. Upon any breach of the aforementioned duty of confidentiality, the Lessee will forfeit to Airbus DS NL, without any notice of default and/or judicial intervention being required, a penalty, payable immediately in a single sum, of 20% of the contract price, subject to a

minimum of fifty thousand euros (€50,000) per incident. The foregoing will not detract from Airbus DS NL's other rights and/or opportunities for recourse.

**8. PUBLICITY**

All publications concerning data obtained with the use of RPM, shall acknowledge and refer to the use of the "Airbus Netherlands' Random Positioning Machine 2.0".

**9. APPLICABLE LAW AND DISPUTES**

This Agreement and the performance thereof shall be governed by and construed under the law of The Netherlands. All disputes arising directly or indirectly in connection with this Agreement and all related thereto, which cannot be solved through amicable negotiations, shall be submitted exclusively and in the first instance to the competent judge in The Netherlands.

**CONTACT PERSONS**

The contact person of Lessee for the purpose of this Agreement is:

Mrs. ANGELA CATIZONE	Phone no	+393282349707
	E-mail:	angela.catizone@uniroma1.it

The contact person of Airbus DS NL for the purpose of this Agreement for technical matters is:

Mr. Guus Borst	Phone no. :	+31 (0)71 5245143
	E-mail :	g.borst@airbusDS.nl

The contact person of Airbus DS NL for the purpose of this Agreement for contractual and administrative matters is:

Ms. Deepika Jeyakodi	Phone no. :	+31 (0)71 5245881
	E-mail :	d.jeyakodi@airbusDS.nl

**AUTHORITY**

Lessee warrants that all persons who work with, or will otherwise have access to the RPM will be notified of, and are bound to the terms and conditions of this Agreement.

Each of the undersigned warrants that he or she has the legal authority to bind the Party he or she represents to this Agreement.

Done and signed in two original copies, one for each Party to this Agreement.

**For Airbus Defence and Space Netherlands B.V.**

**For "Sapienza" University of Rome**

Louis Albatro  
Chief Financial Officer

Prof. Ciro Villani  
Director of Department of Anatomy, Histology,  
Forensic-Medicine and Orthopedics

Sytze Kampen  
Head of RDT&I

**Annex A****Identity of Property Items:**

- |                             |  |
|-----------------------------|--|
| 9.1. Owner and Manufacturer | Airbus Defence and Space Netherlands B.V.  |
| 9.2. Description            | Random Positioning Machine including RPM laptop and software<br>(see Product Sheet, already available at Lessee) |
| 9.3. Procurement Value      | Euro 40.000  |
| 9.4. Replacement Value      | Euro 40.000  |
| 9.5. RPM inventory number   | 31   |

**Duration of Rent:**

The agreed period of rent is from 24 May 2021, up to and including 24 November 2022, at Lessee's site

**"Sapienza" University of Rome**  
**Via Alfonso Borelli, 50**  
**00161 Italy**

**Delivery Date:**

The RPM will be delivered on: 24 May 2021 to Lessee's site

**Price:**

The agreed rental price for the above mentioned rental period is:

€19.930

**Nineteen Thousand Nine Hundred and Thirty Euros**

**Payments / Payment period**

Upon issue of the purchase order, ADSNL shall issue of an invoice, the payment of which shall be required at least one week before shipment of the RPM to Department of Anatomy, Histology, Forensic-Medicine and Orthopedics, "Sapienza" University of Rome, Via Alfonso Borelli, 50 00161 Italy  
VAT number IT02133771002