**Andrew Alliance**

**OneLab Service Agreement**

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This OneLab Service Agreement and applicable Annexes and Transaction Documents (TDs), if any (together the "Agreement"), provide the terms under which users may access and use the OneLab application ("OneLab"). TDs detail the specific of transactions, such as the applicable charges if you decide to connect one or several devices to OneLab and may, for instance, consist of an ordering document or an invoice. Any conflicting term in an Annex or a TD that override this Service Agreement will be identified in the relevant document and only apply to the specific transaction.

Version 1.0 as of 11th January 2019.

**1.     OneLab**

1.1     OneLab is a cloud-hosted application (also called Software as a Service, SaaS) accessible through the domain name https://onelab.andrewalliance.com which assists users in creating and executing biological protocols, and additionally allows to simplify the lab activity by enabling its connectivity with devices in order to directly communicate with them. OneLab is designed to be available 24/7, subject to maintenance. Client, hereby defined as the entity, whether as a legal or physical person, having duly entered into this OneLab Service Agreement with Andrew Alliance, will be notified of scheduled maintenance. Technical support and service level commitments, if applicable, are specified in an Annex.

1.2     OneLab may enable users to access Non-OneLab services, that may require acceptance of third party terms. Linking to or use of Non-OneLab services constitutes Client's agreement with such terms. Andrew Alliance is not a party to such third party agreements and is not responsible for such Non-OneLab services.

1.3     Andrew Alliance will provide, operate, maintain and support the equipment, software, systems and other resources required to provide the OneLab service and generally available documentation and tools to support Client's use of the OneLab service.

1.4     Client is responsible for use of OneLab by any individuals authorized by Client ("Authorized Users") to access and use OneLab, by guaranteeing that the full name of the user in OneLab ("Full Name") corresponds to the name of the Authorized User. Client shall be solely responsible for the security of passwords created by or issued to each Authorised User. Client shall inform Andrew Alliance promptly of any knowledge of actual or imminent unauthorized access to a password or to OneLab, breach of which obligation may constitute a reason for termination as set out under Clause 9.5.

1.5     In case the Client intends to access and use OneLab with connected devices, Client may access OneLab only to the extent of authorizations duly acquired by Client through the execution of relevant TDs.

1.6     OneLab may not be used in any jurisdiction for unlawful, obscene, offensive or fraudulent Content or activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive, or deceptive messages, viruses or harmful code, or violating third party rights. In addition, Client may not: i) reverse engineer any portion of OneLab; ii) assign or resell direct access to OneLab to a third party outside Client's; or iii) combine OneLab with Client's value add to create a commercially available Client branded solution that Client markets to its end user customers unless otherwise agreed.

## 2.     Content

2.1     Content consists of all data, software, and information that Client or its Authorized Users provides, authorizes access to, or inputs to OneLab and the resulting outputs (such as notably the protocols and information on/from the execution of each experiment or their output) ("Content"). Andrew Alliance acknowledges that the Client owns all rights, title and interest in and to the Content, and that the use of OneLab will not affect Client's ownership or license rights in such Content. Andrew Alliance, its affiliates, and contractors of either, may access and use the Content solely for the purpose of providing and managing OneLab and associated services, for example by supporting the Client at the Client's own request. Andrew Alliance will treat all Content as confidential by not disclosing Content except to Andrew Alliance's employees and contractors and only to the extent necessary to deliver OneLab services – unless otherwise authorized in doing so.

2.2     Client is responsible for obtaining all necessary rights and permissions to enable, and grants such rights and permissions to, Andrew Alliance, its affiliates, and contractors of either, to use, provide, store and otherwise process Content in OneLab. This includes Client making necessary disclosures and obtaining consent, if required, before providing any regulated data in such Content (if any). If any Content could be subject to governmental regulation or may require security measures beyond those specified by Andrew Alliance for OneLab, Client will not input, provide, or allow such Content unless specifically permitted in written form with Andrew Alliance in a TD.

## 3.     Changes

3.1     Andrew Alliance reserves the right to modify the OneLab services from time to time at its sole discretion, notably through updates that will automatically become part of OneLab. Client understands and agrees that such changes may result in the addition of new features or removal of existing ones, without entitling the Client to any form of compensation. In most instances, updates will take place to: i) improve or clarify existing commitments; ii) maintain alignment to current adopted standards and applicable laws; or iii) provide additional features and functionality. Modifications will not willingfully degrade the security or data protection features of OneLab.

3.2     Andrew Alliance may modify this OneLab Service Agreement from time to time and shall notify Clients accordingly. Changes are not retroactive and will only apply as of the effective date. For transactions with a defined renewable contract period stated in a TD, notably when the Client has entered into one or several

licenses to access and use OneLab with connected device(s), Client accepts that Andrew Alliance may introduce changes before the end of the current contract period. Client accepts changes by placing new orders or continuing use after the change effective date or allowing transactions to renew after receipt of the change notice. Except as provided above, all changes to the Agreement must be in writing accepted by both parties.

## 4. Warranties

4.1 Andrew Alliance warrants that it provides OneLab using commercially reasonable care and skill.

4.2 Andrew Alliance does not warrant uninterrupted or error-free operation of OneLab or that Andrew Alliance will correct all defects or prevent third party disruptions or unauthorized third party access. These warranties are the exclusive warranties from Andrew Alliance and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. These warranties will not apply if there has been misuse, modification, damage not caused by Andrew Alliance, or failure to comply with instructions provided by Andrew Alliance

## 5. Licences

5.1 The use of OneLab is allowed at no cost ("Use License") and entitles the Client to:

(a) use, and allow Authorised Users to access and use OneLab and the documentation provided to the Client ;

(b) input and permit Authorised Users to input Content into OneLab, and upload and download Content available through OneLab and freely use/share such Content amongst Authorized Users; and

(c) allow Client and Authorised Users to use the available functions of OneLab.

5.2 Connecting a device to OneLab is subject to the Client entering with Andrew Alliance into a TD that will define the applicable charges and applicable license period of time ("Connected License").

## 6. Charges, taxes and payment for connected devices

6.1 Client agrees to pay all applicable charges specified in a Connected License and charges for use in excess of these authorizations. Charges are exclusive of any customs or other duty, tax, and similar levies imposed by any authority resulting from Client's acquisitions under the Agreement and will be invoiced in addition to such charges. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by Andrew Alliance and late payment fees may apply. Andrew Alliance does not give credits or refunds for any prepaid, one-time charges, or other charges already due, paid or committed. Andrew Alliance may change charges upon renewal on a TD subject to forty-five (45) days' prior written notice to the Client.

Andrew Alliance

6.2 Andrew Alliance will invoice the charges due on a yearly basis at the beginning of each contract term, except for overusage which will be invoiced in arrears if need be.

6.3 Where and if applicable, Client agrees to: i) pay withholding tax directly to the appropriate government entity where required by law; ii) furnish a tax certificate evidencing such payment to Andrew Alliance; iii) pay Andrew Alliance only the net proceeds after tax; and iv) fully cooperate with Andrew Alliance in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents.

## 7. Data Protection

7.1 Parties agree that the only personal data to be processed by Andrew Alliance as a result of the access and use of OneLab by the Client and its Authorized Users will consist of:
- Full Name
- work email
- crypted password
- ID and name of labs for which the user is administrator, member or operator
- ID and name of a protocol
- storage space used by a protocol
- ID of an experiment corresponding to a protocol ID
- storage space used by each experiment
- number of reagents created or used by a protocol
- type and number of devices, consumables, tools and accessories used by each protocol and experiment
- serial number, license key, activation key and OS+ version for devices accessed or accessible by the Authorized User
- IP and user agent for each session
- login and logout activity
- non-OneLab external links accessed
- global storage space occupied
- Software and device errors, failures and crashes

for each Authorized User, at any time ("Data").

Additional information may be collected and processed in the context of specific TDs and with the express consent of the Client.

7.2 The processing of these Data will take place in accordance with our Privacy Policy that can be found here.

## 8. Liability

8.1 Andrew Alliance excludes its liability to the greatest extent admitted under applicable law. This limitation applies collectively to Andrew Alliance, its affiliates, contractors and suppliers.

8.2    Andrew Alliance has no responsibility for claims based on Non-OneLab services, items not provided by Andrew Alliance, or any violation of law or third party rights caused by Client's Content.

8.3    Client shall indemnify, defend and hold Andrew Alliance harmless against any claim, demand, suit or proceeding made or brought against Andrew Alliance by a third party alleging that the Client's Content or Client's use of OneLab in breach of this Agreement, infringes or misappropriates third parties' rights, notably intellectual property ones or breaches applicable data protection laws or applicable regulation, and shall indemnify Andrew Alliance for any damages, legal advisor's fees and costs finally awarded against Andrew Alliance as a result of, or for any amounts paid by Andrew Alliance under a court-approved settlement as a result of such a claim.

## 9.    Term

9.1    The Use License is valid for an indefinite term as of the date of creation of the user account. It can be terminated at any time by either Party without justification and without entitling either Party to any remedy or liability.

9.2    All Clients need to maintain access to an eligible domain email account, and an eligible domain (Eligible Domain) is identified by Andrew Alliance as a credible, professional domain reflecting a genuine use of the software according to the purpose intended and deserving professional services and assistance. Andrew Alliance reserves the right to add, remove, amend Eligible Domains to the list of Eligible Domains, and vice-versa blacklist domains and users for the purpose of protection from frauds, spamming, server security and data integrity attacks or unintended use. It is understood that losing the access to the Eligible Domain email account automatically implies losing the Use License associated to the Eligible Domain account, and Andrew Alliance will have the right to terminate the account.

9.3    The Connected License is valid for the term referred to in a relevant TD or for the duration of the rental of the connected device(s) in case such Connected License would be the result of the execution between the Client and Andrew Alliance of a rental agreement. Absent such term set out in a TD, the License is valid for one year as of the date of signature of the TD by both parties and shall automatically renew for successive one-year periods unless otherwise terminated by either party with one month's prior written notice.

9.4    Each Party has the right, without prejudice to its other rights or remedies, to terminate the Connected License or the Use License immediately by written notice to the other Party, if the other Party:
    a) is unable to pay its debts or becomes insolvent;
    b) is the subject of an order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction);

c) has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;

d) enters into or proposes any composition or arrangement with its creditors generally; or

e) is the subject of any events or circumstances analogous to any of the foregoing in any applicable jurisdiction.

f) the Client or any Authorized User is subject to International Trade Restrictions reported in the Term and Conditions of Sales.

9.5     Each Party may terminate the Connected License or the Use License by written notice to the other Party in the event that the other Party has breached a material term of this Agreement and the breach was not cured within thirty (30) days of its receipt of written notice by the concerned Party. Such termination will not trigger any entitlement from the Client to get refunded.

9.6     Andrew Alliance may further terminate the Connected License subject to thirty (30) days prior written notice as a result of the Client's use of OneLab to breach (i) any applicable law related to the use of OneLab, notably the ones of Switzerland (ii) the Sales Agreement or (iii) the Rental Agreement (as applicable), or if Andrew Alliance reasonably considers its brands or reputation to be damaged as a result of Client's action or omission. Such termination will not trigger any entitlement from the Client to get refunded.

9.7     Within thirty (30) days upon the effective termination date of this Agreement, Customer shall be entitled to retrieve and export its Content from OneLab. Absent any such export by the Client but in any case no later than thirty (30) days upon the effective termination date of this Agreement, Andrew Alliance will destroy all Content of the Client, without incurring any form of liability towards the Client for such deletion.

9.8     Termination of this Agreement will not affect any accrued claims, rights or liabilities of the Parties, nor will it affect the continuation in force of the following clauses: 1.5, 1.7, 2.2, 6, 7, 9.5, 9.6, 9.7 and 11.

## 10.    Miscellaneous

10.1    This Agreement or related TD may not be assigned by the Client without the prior written consent of Andrew Alliance.

10.2    The provisions of this Agreement are severable, such that the invalidity of any term of this Agreement declared by a court of competent jurisdiction shall not affect the validity of any of the other terms. Any such invalid term shall be subject to partial enforcement in line with the original common intent of the parties to the maximum extent permitted under applicable law.

10.3    This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements and communications, whether oral or written, between the Parties relating to the

subject matter hereof, and all past courses of dealing or industry custom. As used herein, the term, "including" means "including but not limited to".

10.4 The failure by a party to insist upon strict performance of any provision hereof shall not constitute a waiver of such provision, or a waiver for any subsequent breach of said provision. All waivers must be in writing to be enforceable hereunder.

10.5 In the event of force majeure or other exceptional events ("Force Majeure") for which Andrew Alliance is not responsible which make it impossible or substantially more difficult to have OneLab operate, Andrew Alliance may restrict or suspend the OneLab Service during the duration of such obstacle or terminate the Agreement. Force Majeure includes, but is not limited to, war, unrest, rebellion, acts of sabotage and similar events, strikes or other industrial conflicts, newly enacted laws and regulations, delay caused by actions or omissions on the part of a government/authorities, fire, explosion or other unavoidable events, flood, storm, earthquake or other exceptional natural events. Under no circumstances shall Andrew Alliance be held liable for claims related to non-performance, improper performance or belated performance of contractual obligations as a result of such Force Majeure Events.

10.6 All notices under the Agreement must be in writing and sent to the business address specified for the Agreement, unless a Party designates in writing a different address. The Parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. The Agreement supersedes any course of dealing, discussions or representations between the Parties.

10.7 Nothing contained in this Agreement shall be construed to create a partnership, agency, joint venture, or employer/employee relationship between the Parties. Neither Party has the authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other Party or to bind such other Party in any way.

**11. Governing Law and Jurisdiction**

11.1 Each party is responsible for complying with: i) laws and regulations applicable to its business and Content; and ii) import, export and economic sanction laws and regulations, including defense trade control regime of any jurisdiction, including the International Traffic in Arms Regulations and those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users.

11.2 This Agreement and performance under it are subject to Swiss law, at the exclusive of its Private International Law Statute. The same shall apply to any TD entered into under this Service Agreement.

11.3 Any dispute resulting of or related to this Agreement shall be subject to the exclusive jurisdiction of the Court of Justice of Geneva, Switzerland, to which the parties hereby irrevocably agree to be submitted. The same shall apply to any TD entered into under this Service Agreement.