

LICENSE AND USE TERMS FOR DIGITAL PRODUCTS AND SERVICES (EU)

These License and Use Terms for Digital Products and Services (“**Agreement**”), effective as of the date of the last acceptance of this Agreement (the “**Effective Date**”), contains the terms and conditions for all IT Solutions and Services provided by ROCHE. This Agreement consists of these terms and conditions, and all attachments hereto including all Orders.

Terms and Conditions

ROCHE and CUSTOMER agree as follows:

1. Definitions

“**Affiliate**” means, with respect to a party, any other individual, entity or governmental body (“**Person**”) directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition and this Agreement, the term “control” (and correlative terms) means the power, whether by contract, equity ownership or otherwise, to direct the policies or management of a Person. In the case of ROCHE, for purposes of this Agreement, the term “Affiliate” shall not include Chugai Pharmaceutical Co., Ltd., 1-9, Kyobashi 2-chome, Chuo-ku, Tokyo, 104-8301, Japan (“**Chugai**”) and its respective subsidiaries unless and until ROCHE provides written notice to CUSTOMER specifying Chugai or any of its respective subsidiaries, as an Affiliate of ROCHE.

“**Applicable Laws**” means all applicable common law, civil law, statutes, ordinances, rules, regulations, codes, requirements, laws or orders of any governmental authority.

“**Approved Third Party Software and Applications**” shall mean any third party software (including drivers for instruments or accessories) in a particular release version which ROCHE has expressly approved in writing or in any product information or other publication to be used in connection with or parallel to a product provided by ROCHE.

“**Authorized User**” shall mean an individual who is permitted to have access to and use the IT Solutions pursuant to the terms of this Agreement and the respective Order, and shall mean specifically a named or specified (by password, license number or other user identification) individual authorized by CUSTOMER to use the IT Solutions, regardless of whether the individual is actively using the IT Solutions at any given time. CUSTOMER may request an authorized user logon to be permanently reassigned if the original individual identified as the authorized user leaves the employ of CUSTOMER, or otherwise ceases to need access to the IT Solutions.

“**Confidential Information**” shall mean any and all information obtained in connection with the negotiation or performance of the activities under this Agreement and under any Order (i) including but not limited to proprietary information and/or, trade secrets, such as, products, manufacturing procedures, technical information, know-how, inventions, business relations, business strategies, business plans, financial planning, personal matters, digital information, knowledge, systems, designs, methods, formulas, patents, materials, research plans or activities, prices, sales, costs, promotional methods and customers; and (ii) that is not generally known or readily accessible to the public (including information that is of economic value due to its nature of confidentiality) and which is protected by appropriate measures to maintain its confidentiality; and (iii) that is provided by disclosing party to receiving party and either (a) disclosed in recorded form (for example, written or electronic form), regardless of whether it is marked “Confidential” by disclosing party; or (b) disclosed orally, but identified as confidential at the time of disclosure and confirmed within thirty (30) days of such oral disclosure by a recorded summary sufficient for identification; or (iv) that would otherwise, regardless of a respective marking or identification, appear to a reasonable person to be confidential or proprietary in nature. If and to the extent the information does not comply with the requirements of a trade secret according to the Applicable Law, the parties agree that such information shall still be subject to the confidentiality stipulations of this Agreement. Patient Data, as defined in this Section 1, does not fall within the scope of this provision and is subject solely to the provisions of the Data Processing Agreement if such an agreement has been executed in accordance with Section 6.2. Confidential Information includes the ROCHE Content and all Services.

“**CUSTOMER**” means the person (legal entity) being the recipient of the Order and who will license, use and operate the IT Solutions according to this Agreement and the respective Order(s).

“**Deliverables**” shall have the meaning as set forth under Section 2.2.

“**Documentation**” means the standard online documentation, manuals, user guides, specifications and other text form materials delivered by ROCHE and/or any of its Affiliates to CUSTOMER or otherwise made generally available to the public which relate to the IT Solutions.

“**Hybrid Solutions**” means IT Solutions provided by ROCHE that include on-premise as well as cloud based elements. All provisions with regard to the On-Premise Solutions shall also apply to the parts of the Hybrid Solutions that are installed on a server within the IT Infrastructure of the CUSTOMER.

“**Intellectual Property Rights**” means all intellectual and industrial property rights, including, without limitation, patents, supplementary protection certificates, rights in know-how, trade secrets, trade marks, registered designs, unregistered design rights, unregistered trade marks and copyright (whether in software, specifications, plans, logos, promotional copy or otherwise), database rights, topography rights, rights in any invention or process and applications for any of the foregoing, in all countries of the world.

“**IT Infrastructure**” means the required technical framework and the system configurations for the use of the IT Solutions.

“**IT Solutions**” means all current and future digital products and solutions provided by ROCHE including but not limited to (i) the remotely provided services for any ROCHE products and (ii) any Software-as-a-service products, (iii) and Hybrid Solutions and (iv) On-Premise Solutions as described in the applicable Order, including applicable Documentation and any updates, upgrades or new releases of such IT Solutions that are expressly included in such Order.

“**On-Premise Solutions**” means software products provided by ROCHE that are installed on a server within the IT Infrastructure of the CUSTOMER.

“**Order**” means a document entered into from time to time that (i) is generated by ROCHE; (ii) sets forth the IT Solutions and Services ordered by CUSTOMER from ROCHE or its Affiliates, together with applicable fees, certain restrictions and any other terms upon which ROCHE and CUSTOMER agree; (iii) specifically references and is governed by this Agreement; and (iv) is executed by both parties.

“**Order Term**” means the duration of the Order (including any extensions and renewals), as set forth in the applicable Order.

“**Patient Data**” means any Personal Data concerning the health of a patient and including in particular any related data from various data sources (e.g. IT middleware electronic medical record systems) that forms Personal Data and is automatically or manually uploaded into the IT Solutions (if any).

“**Personal Data**” means any information relating to an identified or identifiable natural person (“**Data Subject**”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Personal Data includes Patient Data.

“**ROCHE**” shall mean the Roche legal entity entering into the Order with Customer.

“**Services**” means services offered by ROCHE and contracted for by CUSTOMER, including maintenance, support, installation, integration, trainings, consulting services and similar activities for the IT Solutions being provided by ROCHE as described in the applicable Order and/or any remotely provided services for any other ROCHE products (e.g. instruments, devices).

2. IT Solutions and Services

2.1. **Orders.** ROCHE and CUSTOMER may enter into one or more Orders prepared by ROCHE setting forth the IT Solutions and Services that ROCHE and/or any of its Affiliates will provide or make available to CUSTOMER. Each such fully executed Order will be deemed incorporated by reference into and governed by this Agreement. If there is a conflict between this Agreement and an

Order, the terms of this Agreement prevail, unless otherwise explicitly stated in an Order.

2.2. Services. Subject to the terms and conditions of this Agreement, ROCHE will provide CUSTOMER with the IT Solutions and Services as set forth in the Order. ROCHE and/or any of its Affiliates will make the IT Solutions available to CUSTOMER (e.g. through the internet), and will provide other Services (e.g. through the internet, by telephone or in-person) as specified in the applicable Order. CUSTOMER hereby acknowledges and agrees that ROCHE may provide certain Services by engaging subcontractors, consultants and other third parties at ROCHE's sole discretion. CUSTOMER agrees and understands that some IT Solutions are a cloud web hosting solution provided by subcontractors hosted on datacenter(s). CUSTOMER is responsible, at its sole expense, for procuring, maintaining and upgrading as required, its IT Infrastructure and all hardware, appropriate environmental conditions for hardware facilities, system software, devices, networks and telecommunications or other connectivity required to access the internet and any cloud computing infrastructure required by ROCHE and/or any of its Affiliates. If any Services result in ROCHE and/or any of its Affiliates providing CUSTOMER with or making available to CUSTOMER any material, content or other deliverable ("**Deliverables**"), then such Deliverables are licensed by ROCHE to CUSTOMER pursuant to the license in Section 2.4. Any use of IT Solutions, a Service or a Deliverable in a manner prohibited by Section 2.6 shall void any responsibility on the part of ROCHE and its Affiliates to provide IT Solutions, integration, support or other Services under this paragraph concerning such Service or Deliverable.

2.3. Changes to Services and IT Solutions. ROCHE and/or any of its Affiliates may, from time to time without prior notice to CUSTOMER, add, delete or change the features or functionalities of the Services and/or the IT Solutions. If any such addition, deletion or change causes a material reduction in the entire functionality of any of the Services or IT Solutions, CUSTOMER may (i) terminate the applicable Order with respect to such Service or IT Solutions by providing ROCHE written notice within thirty (30) days after such addition, deletion or change is made; and (ii) receive a refund of any prepaid amounts paid for such Service or IT Solutions, as prorated through the receipt of termination notice by ROCHE.

2.4. License. Subject to Section 2.6 and the other conditions of this Agreement, ROCHE is entitled to, and hereby does, grant to CUSTOMER a non-exclusive, revocable, non-transferable, non-assignable license (without the right to sublicense) for the number of CUSTOMER's Authorized Users identified on the applicable Order to access and use the IT Solutions to which CUSTOMER has subscribed under such Order, solely for CUSTOMER's internal business purposes. ALL RIGHTS NOT EXPRESSLY GRANTED UNDER THIS AGREEMENT ARE RESERVED BY ROCHE.

2.5. Authorized Users. CUSTOMER will be responsible for all the acts and omissions of all Authorized Users (including without limitation any violation of Sections 2.6 or 2.8 by an Authorized User) as if they were CUSTOMER's own acts or omissions. Each Authorized User will be provided unique authentication credentials, which may only be used by the single Authorized User to whom such credentials have been assigned by or on behalf of ROCHE. CUSTOMER is responsible for all use of the IT Solutions by any person using the authentication credentials assigned to Authorized Users, even if unauthorized by CUSTOMER. ROCHE may deactivate any authentication credentials at any time for any suspected unauthorized use or any misuse of any IT Solutions and/or Service. CUSTOMER shall: (i) ensure the security of Authorized Users' authentication credentials; (ii) not permit an individual other than the Authorized User uniquely associated with particular authentication credentials issued by or on behalf of ROCHE to use such credentials to gain access to the IT Solutions; (iii) not disclose any authentication credentials to any person other than the Authorized User uniquely associated with such authentication credentials. CUSTOMER shall immediately notify ROCHE in writing upon any loss, use or unauthorized disclosure, or other compromise of an Authorized User's authentication credentials. CUSTOMER shall ensure that no Authorized User is ineligible to receive items subject to export control laws and regulations, or other economic sanction rules of any sovereign nation.

2.6. Restrictions and CUSTOMER Responsibilities. CUSTOMER and all Authorized Users (including CUSTOMER employees and contractors) shall abide by all Applicable Laws and shall not, directly or indirectly: (a) sell, lend, rent, distribute, resell, lease, assign, license, sublicense or otherwise transfer to any third party any IT Solutions, Service or Deliverables or the rights granted under this Agreement with respect to the IT Solutions, Services or Deliverables and/or otherwise use the IT Solutions, Services or Deliverables or

Authorized User's authentication credentials, (b) translate, port, modify, reproduce, distribute, republish, frame, download, or make or create derivative works based on any IT Solutions, Service or Deliverables, (c) access or use the IT Solutions, Deliverables and Services in any way that improperly avoids incurring subscription or other fees or exceeding use limitations, (d) derive or attempt to derive the source code, source files, or any component, logic, or structure of all or any portion of any IT Solutions, Deliverable or Service by reverse engineering, disassembly, decompilation, or any other means (the foregoing prohibitions include review of data structures or similar materials produced by programs), or access or use any IT Solutions, Deliverable or Service in order to build or support, or assist a third party in building or supporting, products or services competitive to ROCHE or its products and services, (e) perform or disclose any benchmark, performance tests or penetration tests of any IT Solutions or Service except as expressly required hereunder and then the results of such, which shall be held as ROCHE Confidential Information, shall be provided only to ROCHE, (f) remove, obscure or alter any proprietary or other notice associated with the IT Solutions, Services or any Deliverable, (g) use or permit the access to or use of any IT Solutions, Service or Deliverable for any unlawful activity, including exporting a IT Solutions, Service or Deliverable in violation of Applicable Law, (h) access or use the IT Solutions, Services or Deliverables for any use other than those expressly authorized in this Agreement or any Order, or (i) use the IT Solutions, Service or Deliverables to disparage, defame or criticize Roche or its Affiliates. Customer acknowledges that Roche IT Solutions, Services, and Deliverables license or otherwise provided "For Research Use Only" are not, pursuant to Applicable Laws, intended by Roche to be used in clinical diagnostic, prognostic, or therapeutic indications. The foregoing sentence recognizes Roche's regulatory requirements, but does not limit the rights and obligations of Customer under Applicable Laws.

2.7. Locally installed software. Access to the IT Solutions and the Services may require the CUSTOMER to install and update certain software applications on its IT Infrastructure. CUSTOMER agrees to be bound by any End-User Software Agreements that govern the installation and use of such CUSTOMER software applications. The licenses governing CUSTOMER's use of any locally installed software shall terminate upon the termination of this Agreement. CUSTOMER agrees that it will use the locally installed software only to support its use of Services in accordance with the Documentation provided by ROCHE and/or any of its Affiliates.

2.8. Third Party Software and Applications. ROCHE may from time to time and for the purposes of the IT Solution and/or Services make available certain additional third party software, features, and/or certain third party applications ("**Third Party Application(s)**"), which may be subject to third party terms and conditions and must be accepted by CUSTOMER before accessing or using any such Third Party Application. Any such additional terms shall constitute a separate agreement solely between CUSTOMER and the third party application provider, and ROCHE shall not be a party or a beneficiary thereunder. CUSTOMER hereby acknowledges and agrees that CUSTOMER is solely responsible for review and acceptance of any such third party terms, which shall not alter or amend the warranty disclaimers and limitations of liability set forth in this Agreement but shall be terms in addition to the terms of this Agreement. CUSTOMER shall indemnify, defend, and hold ROCHE harmless from any third party claims arising out of CUSTOMER's acts and omissions related to use of such Third Party Applications.

2.9. Implementation. CUSTOMER shall create all necessary conditions for the successful implementation of the IT Solutions and shall provide ROCHE within a reasonable time with all necessary information concerning objectives and organizational conditions required for the successful use of the IT Solutions. For On-Premise Solutions and Hybrid Solutions, unless otherwise agreed in writing, CUSTOMER shall provide the IT Infrastructure and/or further requirements concerning the set-up, such as hardware, system software, network environment, employees, etc. as set forth in this Agreement and the respective Order. Failure by Customer to deliver this information in a timely manner may result in delays in delivery of the IT Solution and/or Services.

3. Other Services

3.1. Integration Services. If an Order identifies that ROCHE and/or any of its Affiliates will provide CUSTOMER with any integration services, ROCHE and/or any of its Affiliates shall provide such integration services in accordance with this Agreement and the terms of the applicable Order ("**Integration Services**"). ROCHE and/or any of its Affiliates shall perform Integration Services hereunder in a timely, workmanlike and professional manner in accordance with this Agreement and any terms set forth in the applicable Order, including any specifications and schedule set forth therein.

4. Fees; Records and Audits.

4.1. Fees. Subject to Section 10.1, CUSTOMER shall pay all fees set forth in any Order (the “Fees”), when and as provided in such Order. Unless otherwise set forth in an Order, all Fees are due within thirty (30) calendar days from the date of an invoice.

4.2. Records and Audits. During the Term and for one (1) year thereafter, CUSTOMER shall prepare and maintain complete and accurate records sufficient to enable ROCHE to verify compliance with the terms and conditions hereof, including compliance with the license terms, the number of Authorized Users, and the calculation of Fees owed. During the Term and for one (1) year thereafter, ROCHE has the right to examine and audit such records to verify performance under this Agreement and to verify the amounts paid to ROCHE. Furthermore, ROCHE shall be entitled to audit the compliance of CUSTOMER with this Agreement and the respective Order by accessing the IT Infrastructure remotely at any time or in person during CUSTOMER’s normal business hours at CUSTOMER’s premises upon reasonable advance notice. The audit costs shall be borne by ROCHE unless the audit is caused by CUSTOMER or shows a material breach of any obligation under this Agreement by CUSTOMER. In such case, the audit costs and any further costs in connection with this material breach shall be borne by CUSTOMER. Further, the rights or remedies of Roche (whether express or implied) due to breach of CUSTOMER’s contractual obligations arising out of or in connection with this Agreement shall remain unaffected. If the audit reveals an underpayment, CUSTOMER will immediately reimburse such amount to ROCHE, together with 1% in interest per month (or the highest amount permitted by law, if less).

5. Content

5.1. Content. As between CUSTOMER and ROCHE, all content or data made available to CUSTOMER through access to or use of the IT Solutions and/or Services, or that are otherwise provided by ROCHE, including ROCHE-developed data included in Deliverables (“**ROCHE Content**”), including all right, title, and interest thereto, is and will remain the exclusive property of ROCHE or any of its Affiliates. CUSTOMER may only use the ROCHE Content in accordance with the license in Section 2.5.

6. Data Privacy and Security

6.1. Compliance with Applicable Laws. CUSTOMER shall at all times ensure that it complies with Applicable Laws in respect of the CUSTOMER’s use of the IT Solutions and Services. For data that CUSTOMER delivers to ROCHE and/or its Affiliates (including without limitation data CUSTOMER uploads to or processes using the IT Solutions and Services), CUSTOMER will be responsible for ensuring that such use is allowed under all Applicable Laws and that it has in place appropriate agreements and/or consent necessary, including those required under any Data Protection Legislation. CUSTOMER shall secure any required rights (including consent, as applicable) for ROCHE and its Affiliates to: (i) use such data with the IT Solutions and the Services and such uses disclosed to CUSTOMER by ROCHE in this Agreement and/or the respective Order.

6.2. Processing of Personal Data. In case the IT Solutions and/or the Services provided by ROCHE pursuant to a specific Order require the processing of any Personal Data by ROCHE or its Affiliates, the parties shall ensure a data processing agreement is in place that will form an integral part of the respective Order and this Agreement (the “**Data Processing Agreement**” or “**DPA**”). As between the parties, unless otherwise defined in the applicable Data Processing Agreement, CUSTOMER is the controller and ROCHE (including any of its Affiliates) the processor of any Personal Data.

6.3. Use of non-personal data. As permitted by Applicable Laws, ROCHE and its Affiliates are hereby authorized by CUSTOMER to extract, use and disclose non-personal data (such as e.g. performance data) from the IT Solutions for its own purposes, including but not limited to a) the performance of any agreement with the Customer, b) maintenance of the IT solutions including monitoring for safety, security and quality purposes, c) improvement of the IT Solution or Service, d) development of new products and services or e) aggregation of non-personal data with other data or creation of derived data sets thereof, provided that, when non-personal data is used for external purposes, in no event shall the identity of the CUSTOMER be identifiable. In case non-personal data from any ROCHE or third party instruments/devices/software connected to the IT Solutions is extracted, used or disclosed, the Data Sharing Terms signed between ROCHE and the CUSTOMER shall apply accordingly.

7. Intellectual Property

7.1. ROCHE Intellectual Property. As between the parties, ROCHE or any of its Affiliates owns and retains all right, title and interest in and to all of the Services and IT Solutions, ROCHE Content, Deliverables, all Feedback (as defined below), improvements, modifications and derivative works related to any of the foregoing, and all Intellectual Property Rights feedback in any of the foregoing. Except for the licenses expressly granted to CUSTOMER in this Agreement, CUSTOMER is not provided with any license or right to the IT Solutions, Services, Documentation, ROCHE Content, Deliverables or any other Roche Intellectual Property Rights, whether by implication or otherwise. CUSTOMER is not granted any right to use any trademark, service mark, logo or trade name of ROCHE.

7.2. Reservation of Rights. CUSTOMER will have no rights with respect to the IT Solutions or Services or related documentation except as expressly set forth herein or in the relevant Order. All rights relating to the IT Solutions and Services and the Documentation that are not expressly granted hereunder to CUSTOMER are reserved and retained by ROCHE.

7.3. Feedback. CUSTOMER, CUSTOMER’s Authorized Users and CUSTOMER’s employees, contractors and agents may (but are not required to) provide ROCHE with suggestions, comments, modification requests or other feedback regarding the Services and IT Solutions (“**Feedback**”). ROCHE may use or utilize any Feedback without any obligation of any kind to CUSTOMER. Further, by submitting Feedback to ROCHE, CUSTOMER hereby assigns to ROCHE all of their right, title and interest in the Feedback. In the event such assignment may not be valid under the Applicable Law, CUSTOMER grants ROCHE and its Affiliates a non-exclusive, perpetual, royalty-free, worldwide right and license to use, disclose, reproduce, license, distribute and otherwise commercially exploit such Feedback in connection with any product, technology, service, specification or other documentation.

8. Cybersecurity

8.1. CUSTOMER shall ensure effective information and cybersecurity risk management practices for information systems under the CUSTOMER’s control that have a logical and/or physical connection to the IT Solutions and/or Services and may be reasonably foreseen as causing material impact to the operations of the IT Solutions and/or Services if suffering an adverse information and cybersecurity event employ appropriate information and cybersecurity controls and measures.

8.2. CUSTOMER shall ensure timely compliance and support for all information and cybersecurity threat and vulnerability management activities related to the provision of the IT Solutions and the performance of the Services as identified by ROCHE or otherwise required under Applicable Laws.

8.3. CUSTOMER shall ensure that appropriate technical and administrative controls are in place to preserve the confidentiality, integrity and availability of any information/data classified as privacy sensitive for the provision of the IT Solutions and the Services.

8.4. CUSTOMER shall avail, at its own cost, ROCHE with commercially reasonable assistance in information and cybersecurity risk management activities led by ROCHE related to applicable vulnerabilities identified by the ROCHE or CUSTOMER. This assistance may include but not be limited to remediation of vulnerabilities in a timely and diligent manner, to eliminate any vulnerability, risk or threat identified by ROCHE or CUSTOMER, and to provide as soon as reasonably practicable such mitigation as may be required to address the vulnerability, risk or threat.

8.5. CUSTOMER shall implement processes and controls to ensure information and cyber security vulnerabilities, risks and threats to the provision of the IT Solutions and/or the performance of the Services are proactively identified during the provision of the IT Solutions and/or the performance of the Services as early as possible and notify ROCHE as soon as reasonably practicable, but no later than twenty-four (24) hours, if the CUSTOMER becomes aware of an information and cybersecurity incident, vulnerability, risk, or threat that has direct material impact on the IT Solutions and/or Services and/or ROCHE.

8.6. CUSTOMER shall at all times maintain and enforce at the site of all IT Solutions used and /or Services performed safety and security procedures that are at least: (a) equal to industry standards for such locations; (b) as rigorous as those procedures which are in effect for other similar products then owned or controlled by CUSTOMER; and (c) compliant with any reasonable safety and security requirements requested by ROCHE during this Agreement or otherwise required under Applicable Laws.

8.7. CUSTOMER shall ensure that no third party software other than Third Party Applications provided by ROCHE are introduced into the IT Solutions and/or Services.

8.8. CUSTOMER is responsible for the maintenance, security, disaster recovery and integrity of the IT Infrastructure and in particular the hardware, system software, malware protection, antivirus software and its ongoing management and network environment. CUSTOMER is responsible to ensure that the operating system is current with any security patches released by their operating system provider (such as Microsoft) and that any Third Party Application is also kept up to date and patched. CUSTOMER is responsible to ensure all IT Solutions and/or Services are backed up following CUSTOMER's standard operating procedures.

8.9. CUSTOMER shall immediately inform ROCHE in writing, but in no event more than forty-eight (48) hours, after becoming aware of any material defect in the IT Solutions and/or Services. The CUSTOMER shall ensure that any such communication to ROCHE in relation to a material defect in the IT Solution and/or Services will be marked as "IMPORTANT/URGENT" or similar language.

9. Suspension

9.1. Suspension of Services. ROCHE and/or any of its Affiliates may suspend access to the IT Solutions and/or the Services provided under an Order if: (i) CUSTOMER or an Authorized User or any third party engages in activities that ROCHE reasonably deems a risk to the security or integrity of ROCHE and its Affiliates, the Services, the IT Solutions or any Personal Data, or that are prohibited pursuant to this Agreement; (ii) CUSTOMER fails to pay the Fees in accordance with Section 4.1 (Fees) and any applicable Order; (iii) CUSTOMER fails to comply with any of the terms and conditions of this Agreement; or (iv) in ROCHE's reasonable opinion, ROCHE or any of its Affiliates is required to do so by law. In each case, ROCHE shall provide prior notice if practicable, and otherwise prompt notice after the fact, and such suspension will only remain in effect for the duration of time ROCHE deems necessary to address the applicable issue. CUSTOMER will be liable for any Fees incurred up to the suspension date and will remain responsible for all Fees associated with any partial continued access during any suspension (to the extent ROCHE or any of its Affiliates only partially suspends Services).

10. Term and Termination

10.1. Term. The term of this Agreement follows the term of each Order, which will be set forth in such Order, provided that if an Order does not identify a specific Order Term, this Agreement shall apply for the term the IT Solutions is used by the CUSTOMER.

10.2. Termination for Breach. In the event of a breach of any provision of this Agreement, in any material respect, by either party that is not cured within forty-five (45) days after receipt of written notice thereof from the other party, the non-breaching party may, upon written notice to the breaching party, (i) terminate this Agreement, (ii) terminate or suspend the performance of any Services or provision of IT Solutions, and/or (iii) pursue other legal and equitable rights and remedies to which it may be entitled. In addition, ROCHE may terminate the licenses hereunder immediately upon the breach by CUSTOMER of Applicable Laws or of Sections 2.4 (License), 2.5 (Authorized Users), 2.6 (Restrictions and CUSTOMER Responsibilities) or 14 (Confidentiality).

10.3. Termination for Ongoing Suspension. ROCHE may terminate this Agreement or any applicable Order if CUSTOMER or an Authorized User has committed an act warranting suspension under Section 9.1 (Suspension of Services) and such act has not been resolved within thirty (30) days.

10.4. Termination for Insolvency. Either party may terminate this Agreement on written notice to the other party if that other party ceases business operations or becomes subject to bankruptcy, reorganization or insolvency proceedings, and such proceedings have not been resolved after forty-five (45) days.

10.5. Effect of Termination. Except as set forth in this Agreement, in the event of termination of this Agreement: (i) the rights and obligations under this Agreement will terminate immediately; (ii) any payment or other obligation that has accrued as of such termination date will survive such termination; (iii) the rights and obligations of the parties set forth in Sections 2.8, 4.1, 4.2, 4.3, 4.4, 5.1, 5.2, 7, 10.5, 11, 12, 13, 14 and 15.2, along with any other provision required to enforce the parties' rights and obligations hereunder or that by its terms continues after such termination, will survive and will continue in effect as described therein; (iv) ROCHE shall disable CUSTOMER accounts and delete associated CUSTOMER data (including destroying and/or erasing archived copies of such

data) that ROCHE has not been given ownership rights or other rights to use; (v) ROCHE and its Affiliates retain the license to anonymized data and non-personal data as set forth in Section 6.2 and 6.3; (vi) all confidential information of one party in the possession of the other party will be promptly destroyed; and (vii) remaining Orders, if applicable, will remain in full force and effect and the terms of this Agreement will apply to such Orders for the duration of the term of such Orders.

11. Warranties and Disclaimer

11.1. Mutual Representations and Warranties. Each party represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and this Agreement has been duly authorized by all necessary corporate (or other entity) action, and (ii) this Agreement is the legal, valid and binding obligation of it, enforceable against it in accordance with this Agreement's terms.

11.2. CUSTOMER Representations and Warranties. CUSTOMER represents, warrants and covenants that: (i) CUSTOMER has all rights and licenses necessary to provide the CUSTOMER data in accordance with this Agreement to ROCHE and to grant ROCHE and its Affiliates the rights set forth herein; (ii) the execution of this Agreement and performance of CUSTOMER's obligations under this Agreement do not violate any other agreement to which CUSTOMER is a party; and (iii) the individuals identified by or on behalf of CUSTOMER to ROCHE as Authorized Users are permitted to access all Personal Data associated with CUSTOMER that has been uploaded or processed using the Services and IT Solutions, and CUSTOMER has and continues to comply with all Applicable Laws to maintain such permissions (including without limitation by securing from Data Subjects all required consents).

11.3. ROCHE Warranties. ROCHE warrants to CUSTOMER that the Services will be performed with due care and skill.

11.4. Disclaimers. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 11 AND ANY WARRANTIES FOR THE IT SOLUTIONS AS SET FORTH IN SECTION 16, THE SERVICES, IT SOLUTIONS AND ROCHE CONTENT ARE PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING ANY REPRESENTATIONS OR WARRANTIES REGARDING ACCURACY, OPERABILITY, USE, TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND EACH PARTY HEREBY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITING THE FOREGOING, ROCHE AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE SERVICES OR THEIR USE WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE. IN NO EVENT SHALL ROCHE OR ANY OF ITS AFFILIATES BE DEEMED TO BE ENGAGED, DIRECTLY OR INDIRECTLY, IN THE PRACTICE OF MEDICINE OR THE DISPENSING OF MEDICAL SERVICES.

12. Limitation of liability

12.1. Limitations of Liability. As far as permitted by Applicable Laws, Section 11.1, 11.3 and 16 (solely for On-Premises Solutions and as applicable for Hybrid Solutions) set out the entire liability of ROCHE (including any liability for the acts or omissions of its subcontractors and/or any of its Affiliates) in respect of any breach of this Agreement, any Order or other contract and any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement. ROCHE shall not in any circumstances whatsoever (whether by reason of negligence, breach of contract, misrepresentation or otherwise) be liable for any economic loss, damage or expense, whether direct, indirect or consequential (including, without prejudice to the generality of the foregoing, loss of profits, business interruption, loss of goodwill or reputation) arising out of or in any way connected with the Services whether by the CUSTOMER or by any third party. Nothing in this Section 12 shall be taken to limit or restrict ROCHE's liability (i) for personal injury or death resulting from the negligence of ROCHE, its employees and agents; or (ii) for fraud or fraudulent misrepresentation or (iii) for any other loss for which ROCHE cannot exclude, limit or attempt to exclude or limit its liability under Applicable Laws. As far as permitted by Applicable Laws, the total aggregate liability of ROCHE howsoever arising in connection with this Agreement and any Order whether for negligence or breach of contract or otherwise shall in no event exceed the aggregate value of the Fees paid by CUSTOMER for the respective IT Solutions and/or Services (under the respective Order that triggered the liability) during the twelve (12) month prior to the event that gave rise to the claim. The price of the Fees has been calculated on the basis that ROCHE will exclude or

limit its liability as set out in this Agreement and the CUSTOMER, by placing an Order, agrees and warrants that CUSTOMER shall insure against or bear itself any loss for which ROCHE has excluded or limited its liability in this Agreement and ROCHE shall have no further liability to the CUSTOMER. The parties' respective liability for intentionally caused damages shall remain unaffected.

13. Indemnity

13.1. Indemnity by ROCHE. ROCHE will defend, at its own expense, any third-party claims made against the CUSTOMER, its officers, directors, employees and agents (collectively, the "CUSTOMER Indemnified Parties") and pay those amounts finally awarded by a court of competent jurisdiction against the CUSTOMER Indemnified Parties (including damages, interest, costs, and attorneys' fees), or payable pursuant to a settlement agreed to by ROCHE with respect to such claims, to the extent such claims arise out of or relate to a third-party claim alleging that CUSTOMER's use of the Services, IT Solutions or ROCHE Content as permitted under this Agreement constitutes direct infringement of or misappropriates the Intellectual Property Rights of any third party under Applicable Laws (a "Claim"). ROCHE will have no obligation under this Section 13.1 to the extent the Claim arises from, relates to, or would have been avoided but for (i) CUSTOMER's data or inputs, (ii) the use of any Service, IT Solutions or ROCHE Content in a manner other than as expressly authorized in this Agreement, (iii) modification of the Services, IT Solutions or ROCHE Content by any person or entity other than ROCHE, (iv) combination of the Services, IT Solutions or ROCHE Content with any third party data, content, IT Solutions, product, technology or service not supplied or pre-approved by ROCHE, (v) ROCHE's compliance with CUSTOMER's requirements, designs, or specifications, (vi) CUSTOMER's continued use of any Service, IT Solutions or ROCHE Content after ROCHE has instructed CUSTOMER to discontinue such use, or (vii) adjudicated claims of willful infringement directed at anyone but ROCHE and its Affiliates. In the event of a Claim, or if ROCHE reasonably believes that a Claim is likely, ROCHE may in its sole discretion and at no cost to CUSTOMER modify or replace the Service, IT Solutions or ROCHE Content to avoid the Claim, with no material reduction in functionality, obtain a license for CUSTOMER's continued use of the Services, IT Solutions or ROCHE Content, or terminate any applicable Order and refund to CUSTOMER any prepaid amounts, as prorated through the date of termination. Section 13.1 sets forth ROCHE's sole liability to CUSTOMER, and CUSTOMER's exclusive remedy against ROCHE, with respect to any Claim.

13.2. Indemnity by CUSTOMER. CUSTOMER will defend and hold harmless, at its own expense, any third-party claims against ROCHE and/or its Affiliates and their respective officers, directors, employees, contractors and agents (collectively, the "ROCHE Indemnified Parties") and pay those amounts finally awarded by a court of competent jurisdiction against the ROCHE Indemnified Parties (including damages, interest, costs, and attorneys' fees), or payable pursuant to a settlement agreed to by ROCHE with respect to such claims, to the extent such claims arise out of or relate to a third-party claim alleging: (a) CUSTOMER's breach of this Agreement; (b) CUSTOMER's violation of any law or the rights of any third party; (c) that any CUSTOMER data infringes, violates or misappropriates any third party's Intellectual Property Rights, violates any right of privacy or violates any Applicable Law; or (d) CUSTOMER's use of any Service, IT Solutions or ROCHE Content in a manner other than as expressly authorized in this Agreement or Order.

13.3. No Other Liabilities. This Section 13 states the entire liability of ROCHE with respect to any claims of infringement or misappropriation of Intellectual Property Rights relating to data, the Services, IT Solutions and ROCHE Content.

13.4. Process. A party's obligations under Section 13.1 or 13.2 (as applicable) are conditioned on the indemnified party ("Indemnitee") providing the indemnifying party ("Indemnitor") with (i) prompt written notice of any third-party claim; provided, however, failure to give notice does not relieve the Indemnitor of its indemnification responsibilities except to the extent the Indemnitee is materially damaged by the failure to provide prompt notice, (ii) sole control over the defense of the claim and any related settlement negotiations and media exposure regarding the claims and allegations, provided that the Indemnitor will not enter into any settlement that imposes obligations or restrictions on the Indemnitee (other than obligations to pay monies which are to be satisfied by the Indemnitor) without the Indemnitee's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned, and (iii) reasonable cooperation, at the Indemnitor's expense, in such defense or settlement. The Indemnitee will take reasonable measures to mitigate any and all costs and damages that may arise from any claim subject to Section 13.1 or 13.2 (as applicable) and will not compromise or settle any such claim without the prior

written consent of the Indemnitor. The Indemnitor will be relieved of its obligations under Section 13.1 or 13.2 (as applicable) to the extent a third-party claim arises from, relates to, or would have been avoided but for the Indemnitee's negligence, willful misconduct or breach of this Agreement. The non-controlling party may (at its own expense) participate in the defense and settlement with its own counsel. Indemnitee may assume control of defense if Indemnitor fails to assume control of the defense within thirty (30) days after it receives written notice of the applicable third-party claim.

14. Confidentiality

14.1. Confidentiality Obligation. Unless otherwise expressly provided for in this Agreement or in any Order, both parties agree that during the Term of this Agreement and for a period of five (5) years thereafter they shall:

(i) keep confidential and not disclose any of the disclosing party's Confidential Information other than to receiving party's employees, agents, consultants, vendors, or Affiliates who have a need to know the Confidential Information for the purpose of this Agreement and any Order, who are made aware of the confidentiality of the Confidential Information and who are under similar obligations of confidentiality and non-use;

(ii) not exploit and/or imitate, in particular by means of reverse engineering, the Confidential Information outside of the purpose of this Agreement and any Order;

(iii) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the purpose of this Agreement and any Order; any such copies, reductions to writing and records shall be the property of the disclosing party; and

(iv) keep confidential and not disclose the existence and the terms of this Agreement and any Order.

14.2. Exclusions. The obligations as defined in Section 14.1 shall not apply to information which the receiving party is able to demonstrate that:

(i) it was in the receiving party's lawful possession prior to disclosure by the disclosing Party;

(ii) it is or later becomes, through no fault of the receiving party, publicly available;

(iii) it is rightfully received by the receiving party from a third party without a duty of confidentiality;

(iv) it is independently developed by employees, agents, vendors, consultants or Affiliates of the receiving party;

(v) it is disclosed pursuant to Applicable Laws, the order or requirement of a court, administrative agency or other governmental body of competent jurisdiction; provided, however, that the party subject to such order or requirement shall provide prompt written notice of such court order or requirement to the other party to enable such party to seek a protective order or otherwise prevent or restrict such disclosure and shall limit the disclosure of Confidential Information to the utmost minimum; or

(vi) the disclosing party has consented in writing that this information is not confidential.

14.3. Appropriate Measures. The receiving party shall protect the Confidential Information with technical, organizational, security and legal measures appropriate to its value, however at least with measures the receiving party applies to its own confidential information.

14.4. Return or Destruction. Upon the disclosing party's prior written request and subject to the adherence to the terms stated in this Agreement and any Order, the receiving party shall return or destroy all Confidential Information received from the disclosing party including all copies thereof within a period of ten (10) working days after the request except for Confidential Information that (i) the receiving party is legally obliged to retain, and/or (ii) technically cannot be deleted due to automatic electronic backup routines. Upon the disclosing party's request, the receiving party shall be obliged to confirm in writing compliance with the aforementioned obligations.

14.5. No Warranty. This Agreement does not contain any representation or warranty as to the completeness or accuracy of Confidential Information and neither party has any such liability to the other party unless a representation or warranty to this effect is expressly made in a separate written agreement.

15. Miscellaneous

15.1. **Publicity.** ROCHE may include the CUSTOMER's name and logo on its CUSTOMER list and in a press release announcing ROCHE's selection as a provider of the Services to CUSTOMER, in each instance subject to CUSTOMER's review and approval for adherence to its trademark use guidelines. CUSTOMER shall not use ROCHE's name or trademarks, or refer to or disclose the existence of this Agreement or the obligations performed hereunder, directly or indirectly, without the prior written consent of ROCHE.

15.2. **Governing Law.** This Agreement shall be governed by the jurisdiction of the respective Order.

15.3. **Compliance with Applicable Laws.** Each party shall comply with and give all notices required by all Applicable Laws of any governmental authority applicable to such party's use of the IT Solutions and Services and performance of this Agreement as existing on the Effective Date and/or as enacted or amended during the term hereof. CUSTOMER shall notify ROCHE if it becomes aware of any non-compliance by it of any Applicable Laws and shall take all appropriate action necessary to comply with such Applicable Laws. ROCHE may terminate this Agreement and any applicable Order if compliance with Applicable Laws becomes burdensome, and in such event will refund to CUSTOMER any prepaid amounts paid for unused IT Solutions or Services, as prorated through the date of termination.

15.4. **Independent Contractors.** Each party is an independent contractor and neither party's personnel are employees or agents of the other party for any purpose whatsoever. Nothing hereunder will constitute, create, give effect to or otherwise recognize a joint venture, partnership or business entity of any kind, nor will anything hereunder constitute either party as the agent or representative of the other.

15.5. **Headings: Interpretation.** Headings are for convenience. No presumption is to operate in either party's favor as a result of who drafted this Agreement. For purposes of this Agreement, the words "include," "includes" and "including" are deemed to be followed by the words "without limitation," and the word "or" is not exclusive.

15.6. **Entire Agreement: Amendment.** This Agreement supersedes all prior discussions and writings regarding (and constitutes the entire agreement between the parties with respect to) the subject matter of this Agreement. For clarity, this Agreement is effective when executed by both parties, even if no Order is executed. Additionally, each Order is effective when executed by both parties.

15.7. **Severability.** If any provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable under Applicable Law in any respect, then such invalidity, illegality, or unenforceability will not affect the other provisions of this Agreement, this Agreement will be construed as if such invalid, illegal, or unenforceable provision were excluded from this Agreement, and the court in its discretion may substitute for the excluded provision an enforceable provision which in economic substance reasonably approximates the excluded provision.

15.8. **Waiver.** The waiver by either party of a breach or default by the other party of any provision of this Agreement will not be construed as a waiver by such party of any succeeding breach or default by the other party in the same or other provision, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any such right or remedy.

15.9. **Assignment.** Neither party will assign, delegate or otherwise transfer (whether voluntarily, by operation of law or otherwise) this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the other party; provided, however, that ROCHE may assign this Agreement without CUSTOMER's written consent to an Affiliate, or to any entity with which ROCHE merges or consolidates or to which ROCHE sells all or substantially all of its assets. Any attempted assignment in violation of this Section will be void and without effect. Subject to the foregoing, this Agreement will benefit and bind the parties' successors and permitted assigns.

15.10. **Force Majeure.** If ROCHE is unable to perform any of its obligations under this Agreement because of severe weather, natural disasters, acts of God, riots, wars, theft, epidemics, pandemics, governmental action, unavailability of stocks or materials, or other events beyond its reasonable control, then ROCHE is relieved from performance of such obligations to the extent, and for the duration, that such performance is prevented by such events. Either party may terminate an Order under this Agreement if an event of force majeure continues for a period of six (6) months.

15.11. **Counterparts.** This Agreement and the Orders under this Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same Agreement. The parties agree that execution of this Agreement and any Order by exchanging PDF or Electronic Signature (as defined below) shall have the same legal force and effect as the exchange of original signatures. Pursuant to this Agreement, Electronic Signature means a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with the electronic document, such as electronic signatures as required by Regulation (EU) 910/2014.

16. The following terms and conditions shall solely apply to (i) On-Premise Solutions and (ii) to the parts of Hybrid Solutions that are installed on a server within the IT Infrastructure of the CUSTOMER:

16.1. CUSTOMER shall use the On-Premise Solutions/Hybrid Solutions only on the data servers as identified. If a licensed data server is temporarily unserviceable, it may be exchanged for another server that meets the requirements as specified. The use of the On-Premise Solutions/Hybrid Solutions on data servers other than those specified in the Order requires the prior written consent of ROCHE.

16.2. The On-Premise Solutions/Hybrid Solutions is considered to have been accepted by CUSTOMER if the CUSTOMER does not report any faults in writing to ROCHE within fourteen (14) days after the beginning of the routine use of the On-Premise Solutions/Hybrid Solutions by CUSTOMER.

16.3. ROCHE is responsible for providing, activating and maintaining the technical standard interfaces of the On-Premise Solutions/Hybrid Solutions as licensed to the CUSTOMER. If those technical standard interfaces change, ROCHE may develop the On-Premise Solutions/Hybrid Solutions further and may provide the CUSTOMER with such new software to interact with the new technical standard interfaces. CUSTOMER is responsible for providing, activating and maintaining the technical standard interfaces to enable the communication between third party software and the On-Premise Solutions/Hybrid Solutions. Upon written agreement, ROCHE will assist CUSTOMER with the development of those interfaces at the then current ROCHE rates.

16.4. The CUSTOMER is not entitled to:

(i) produce copies (duplicates) of the On-Premise Solutions/Hybrid Solutions other than for the back-up of its data;

(ii) produce copies of any Documentation supplied on paper or in electronic form unless these copies are for exclusive use by the CUSTOMER;

(iii) install or use the On-Premise Solutions/Hybrid Solutions on more servers than described in the respective Order. If the CUSTOMER wishes to install or use the On-Premise Solutions/Hybrid Solutions on multiple servers simultaneously, CUSTOMER must purchase the corresponding number of licences prior to installation or use of the On-Premise Solutions/Hybrid Solutions on multiple servers by ROCHE;

(iv) alter the database connected to the On-Premise Solutions/Hybrid Solutions, especially to alter the database structure or the data model. This applies not to the alteration or the use of databases, which are made in accordance with this Agreement, e.g. databases with patient data.

16.5. ROCHE warrants to the CUSTOMER that the On-Premise Solution/Hybrid Solutions will function properly as intended for a period of one (1) year after the beginning of routine use of the On-Premise Solutions/Hybrid Solutions by the CUSTOMER and if used under the intended operating conditions. The On-Premise Solutions is considered to function properly under intended operating conditions when the licensed modules are used in accordance with this Agreement, and operated on the designated IT Infrastructure. CUSTOMER shall ensure that the IT Infrastructure is suitable to run the On-Premise Solutions/Hybrid Solutions and that no third party software other than Approved Third Party Software and Applications installed interferes with or negatively influences the On-Premise Solutions/Hybrid Solutions. ROCHE does not guarantee that any third party software other than Approved Third Party Software and Applications does not negatively influence the On-Premise Solutions or its performance, and vice versa. ROCHE will upon CUSTOMER's request use its commercial reasonable efforts to provide a solution in case such interference occurs. ROCHE denies any liability whatsoever if third party

software is installed and such third party software is not an Approved Third Party Software.

16.6. CUSTOMER acknowledges and accepts that the state of technology does not enable On-Premise Solutions/Hybrid Solutions to be created in such a way that it will function faultlessly and without interruptions with all applications and combinations of applications and with all data processors, or can be used under all operating conditions, or that the On-Premise Solutions/Hybrid Solutions corresponds to the CUSTOMER's requirements.

16.7. CUSTOMER must report any errors in the On-Premise Solutions/Hybrid Solutions to ROCHE in writing within ten (10) days of discovery. Any errors in the On-Premise Solutions/Hybrid Solutions must be reproducible and documented in detail.

16.8. The warranty of ROCHE for the On-Premise Solutions/Hybrid Solutions is limited to the removal of errors in the On-Premise Solutions/Hybrid Solutions or the delivery of defect-free On-Premise Solutions/Hybrid Solutions, at ROCHE's option, provided that the CUSTOMER reports it to ROCHE in accordance with section 16.7 above. ROCHE's response may include or consist of the issuance of a patch, the provision of a corrected version, or a work-around for the CUSTOMER. ROCHE is entitled to refuse subsequent performance if it is not possible to eliminate an error with a reasonable amount of effort (severity of a defect compared with the effort involved in eliminating it).

16.9. Claims by the CUSTOMER for defects are, in Roche's reasonable opinion, excluded if the defects are insignificant. An insignificant defect is considered to exist if the value of the On-Premise Solutions/Hybrid Solutions or its suitability for normal use is only reduced to an insignificant extent.

16.10. Any ROCHE warranties with respect to system performance or security and integrity of data if stated for a On-Premise Solutions/Hybrid Solutions in the Order shall be excluded, including but not limited to, should the IT Infrastructure on which the On-Premise Solutions/Hybrid Solutions is installed not be capable of running this On-Premise Solutions/Hybrid Solutions and should any third party software other than Approved Third Party Software be run on the same IT Infrastructure. The same applies, if and to the extent that any third party software other than Approved Third Party Software has a negative impact on the system performance or security and integrity of data.

16.11. Any warranty under this Agreement is no longer applicable if the On-Premise Solutions/Hybrid Solutions is modified or edited by CUSTOMER. If ROCHE removes an error at CUSTOMER's request or if, after completion of work under the warranty, it is determined that the error did not exist, ROCHE may charge applicable compensation at the then current ROCHE rates.

16.12. For software of third parties which is transferred to CUSTOMER in connection with a On-Premise Solutions/Hybrid Solutions, CUSTOMER is entitled to the warranties according to the license conditions and, if applicable, according to the functional description of the respective third party. ROCHE may at its own choice either assign any warranty claims against the respective third party to CUSTOMER or in case of warranty claims to remedy on its own. In this case ROCHE is entitled to empower third parties in order to remedy any warranty claims.

16.13. CUSTOMER shall ensure that the following requirements are met for ROCHE, free of charge, during the respective Order Term:

(i) provision of unobstructed access to the productive installation, and cooperation of the responsible database and system administrators in enabling the provision of Services;

(ii) provision of broadband remote access for service purposes 24 hours a day / 365 days a year.

16.14. The provision of Services and IT Solutions by ROCHE requires that CUSTOMER has installed and runs on the IT Infrastructure the current version of the On-Premise Solutions/Hybrid Solutions as provided by ROCHE. ROCHE is not obligated to provide Services for any version of the On-Premise Solutions other than the most recent one released unless expressly stated otherwise herein.

16.15. If the CUSTOMER agrees to replace an old release version with a new release of the On-Premise Solutions/Hybrid Solutions later than six (6) months after such new release was offered to CUSTOMER by ROCHE, CUSTOMER shall purchase all upgrades and releases which were issued between the CUSTOMER's old and the new release version.

16.16. CUSTOMER shall be liable for the cost incurred for error rectification if the source of the error is traced back to unapproved changes to the On-Premise Solutions/Hybrid Solutions by CUSTOMER or a third party, or other circumstances for which ROCHE cannot be held responsible.

16.17. CUSTOMER is solely responsible for:

(i) the evaluation, implementation and maintenance of the CUSTOMER's data and third parties' data, which are related to the On-Premise Solutions/Hybrid Solutions. ROCHE will support CUSTOMER until the On-Premise Solutions/Hybrid Solutions can be successfully connected to the databases used by the CUSTOMER. In addition, CUSTOMER is solely responsible for the data administration and hence for the security and integrity of the data and for operation and maintenance of the hardware underlying to the databases. In particular, CUSTOMER shall create backup copies and store them appropriately.

(ii) the contents of documents, forms, data elements, data catalogues and decision trees belonging to CUSTOMER and which are processed by the On-Premise Solutions/Hybrid Solutions. Furthermore, ROCHE is not responsible for the security of the CUSTOMER's data. The CUSTOMER must ensure through suitable security procedures that the data can be restored at any time with an acceptable amount of work.

(iii) for all effects and consequences of loading any third party patches onto the operating system or the system software within the IT Infrastructure. This excludes patches provided by ROCHE to fulfill its contractual obligations and patches approved by ROCHE for Approved Third Party Software.

(iv) for the maintenance, security and integrity of the IT Infrastructure and in particular the hardware, system software, anti-virus software and its ongoing management and network environment.

(v) for the content, structure, consistency and correctness of all rules applied, e.g. multiple-stage diagnostic decision trees or validation rules.

16.18. ROCHE is not liable for the CUSTOMER's selection, application, and use of the On-Premise Solutions/Hybrid Solutions. This applies in particular if the IT Infrastructure, the hardware, the operating system, the databases or the data catalogues and data elements provided are unsuitable for the On-Premise Solutions/Hybrid Solutions. ROCHE is not liable for the results of the On-Premise Solutions/Hybrid Solutions arising from the data catalogues and data elements provided or decision trees entered by CUSTOMER. Except for errors in the On-Premise Solutions covered by ROCHE's warranty, the use of the On-Premise Solutions/Hybrid Solutions is at the CUSTOMER's sole risk.