



GENERAL TERMS AND CONDITIONS FOR DIGITAL PRODUCTS AND SERVICES

These Terms and Conditions for Digital Products and Services (“**Agreement**”) contain the terms and conditions for all IT solutions and services provided by Roche Diagnostics (Switzerland) Ltd, Forrenstrasse 2, 6343 Rotkreuz. This Agreement consists of these terms and conditions and all annexes to this Agreement, including all Purchase Orders.

Regulations and conditions

ROCHE and the CUSTOMER agree to the following:

1. Definitions

“**Anonymized data**” means information (or parts thereof) that has been anonymized in such a way that the natural person to whom it relates cannot be or can no longer be identified, taking into account any means that can reasonably be used either by the controller or another person to identify the natural person directly or indirectly. To establish whether means can reasonably be used to identify the natural person, all objective factors should be taken into account, such as the cost and time required for identification, bearing in mind the technology available at the time of processing and technological developments.

“**Applicable Law**” means any applicable customary law, civil law, legislation, ordinances, rules, regulations, codes, requirements, law or order of public authorities.

“**Authorized User**” means a person permitted to access and use the IT solutions under the provisions of this Agreement and the respective order, and in particular refers to a named or specified person (by password, license number or other user identification) authorized by the CUSTOMER to use the IT solutions, irrespective of whether the person actively uses the IT solutions at a particular time. The CUSTOMER may request a permanent reallocation of an Authorized User access if the person identified as an Authorized User leaves the CUSTOMER's service or otherwise no longer requires access to the IT solutions.

“**Purchase Order**” means a document that is completed on or after the effective date and time and that (i) is prepared by ROCHE; (ii) stipulates IT solutions and services ordered by the CUSTOMER from ROCHE, together with applicable fees, certain restrictions and any other terms and conditions upon which ROCHE and the CUSTOMER agree; (iii) expressly refers to and is subject to this Agreement; and (iv) is signed by both parties.

“**Services**” means services offered by ROCHE and commissioned by the CUSTOMER, including servicing, support, installation, integration, training, consulting and similar activities for the IT solutions provided by ROCHE as described in the Purchase Order concerned, and/or any remote services for other ROCHE products (such as instruments or devices).

“**Documentation**” means the standard online documentation, manuals, operating instructions, specifications and other printed materials supplied to the CUSTOMER by ROCHE and/or any of its affiliates or otherwise made generally available to the public and related to the IT solutions.

“**Approved third-party software**” means any third-party software (including instrument or accessory drivers) in a particular release version that has been specifically approved by ROCHE in writing or in product information or other publications for use in conjunction with or alongside a product provided by ROCHE.

“**Hybrid Solutions**” is ROCHE's IT solutions containing both on-premises and cloud-based elements. All regulations regarding the on-premises solutions also apply to those parts of the hybrid solutions installed on a server within the CUSTOMER's IT infrastructure.

“**IT Infrastructure**” is the technical framework and system configurations required to utilize the on-premises or hybrid solutions.

“**IT Solutions**” means all current and future ROCHE IT products, including, but not limited to (i) the remote services provided for any ROCHE products; (ii) any Software as a Service products; (iii) hybrid solutions and (iv) on-premises solutions as set forth in the applicable Purchase Order, including the applicable documentation and any updates, upgrades or new versions of such IT solutions that are expressly incorporated in this Purchase Order.

“**The CUSTOMER**” means the (legal) person who is the recipient of the Purchase Order and who will license, use and operate the IT solutions in accordance with the Agreement and the relevant Purchase Order(s).

“**Term of the Purchase Order**” means the duration of the Purchase Order (including any extensions and renewals) as defined in the purchase order concerned.

“**Deliverables**” has the meaning defined in Section 2.2.

“**On-Premises Solutions**” are ROCHE software products installed on a server within the CUSTOMER's IT infrastructure.

“**Patient data**” means all personal data concerning a patient's state of health and, in particular, all associated data from different data sources (e.g. IT middleware systems for electronic patient records) that represent personal data and are uploaded automatically or manually to the IT solutions. Patient data forms a special category of sensitive personal data in the sense of Art. 9 GDPR.

“**Personal data**” means any information relating to an identified or identifiable natural person (“**Data subject**”); a natural person is considered to be identifiable if they can be identified directly or indirectly, in particular by assignment to an identifier such as a name, an identification number, location data, an online identifier or to one or more specific characteristics which are an expression of that natural person's physical, physiological, genetic, psychological, economic, cultural or social identity. Personal data includes patient data, but not anonymized data.

“**ROCHE**” means the legal entity of the ROCHE Group that is entitled to grant rights in relation to the IT solutions and to place the order with the CUSTOMER.

“**Affiliate**”, in relation to a party, means any other natural person, entity or government body (“**Person**”) directly or indirectly controlling such person, being controlled by such person or being jointly controlled with such person. For the purposes of this definition and the Treaty, the term “**Control**” (and related terms) means the power to control a person's business policy or management, whether by contract, shareholding or otherwise. In the case of ROCHE, for the purposes of this Agreement, the term “**Affiliate**” does 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 the CUSTOMER with a written notice that Chugai or any of its associated companies are designated as an affiliated company of ROCHE.



“**Confidential information**” means information disclosed in connection with the negotiation or performance of activities under this Agreement or Purchase Orders thereunder; (i) in particular protected information and/or trade secrets such as products, manufacturing processes, technical information, know-how, inventions, business relationships, business strategies, business plans, financial planning, designs, methods, formulas, patents, materials, research plans or activities, prices, sales, costs, advertising methods and customers; and (ii) which are not generally known or readily accessible, are of economic value due to their nature and are protected by appropriate measures to maintain their confidentiality and are made available to the disclosing party; and (iii) either (a) disclosed in legible form (e.g. in written or electronic form) and marked as “Confidential” by the disclosing party; or (b) verbally disclosed but designated as confidential at the time of the disclosure and confirmed within thirty (30) days of such oral disclosure by a sufficiently clear summary in writing or text form; or (iv) which would also appear to be confidential or protected to an informed person without such identification. If and to the extent that information does not meet the requirements of trade secrecy under applicable law, the parties agree that such information is nevertheless subject to the confidentiality provisions of this Agreement. Patient data as defined in this Section 1 does not fall within the scope of this Section and is subject exclusively to the provisions of the processing agreement if such an agreement has been concluded in accordance with Section 6.2. Confidential information includes ROCHE content as defined in Section 5 and all services.

2. IT solutions and services

2.1. Purchase orders. ROCHE and the CUSTOMER may conclude one or more of ROCHE's Purchase Orders, specifying the IT solutions and services that ROCHE and/or any of its Affiliates shall provide to the CUSTOMER or on their behalf. Any such Purchase Order made out in full shall be deemed to be incorporated by reference in this Agreement and shall be governed by this Agreement. In the event of a conflict between this Agreement and a Purchase Order, the terms of this Agreement shall prevail.

2.2. Services. Subject to the provisions of this Agreement, ROCHE and/or any of its affiliates shall provide the CUSTOMER with the IT solutions and services specified in the Purchase Order. ROCHE and/or any of its affiliates provide the CUSTOMER with IT solutions (e.g. online) and other services (e.g. online, by telephone or in person) as specified in the Purchase Order. The CUSTOMER hereby acknowledges and agrees that ROCHE may provide certain services using ROCHE subcontractors, consultants and other third parties at its sole discretion. The CUSTOMER agrees and acknowledges that some IT solutions are a subcontractor cloud web hosting solution hosted in one or more data centres. The CUSTOMER is responsible for procuring and maintaining all hardware, system software, devices, networks, and telecommunications or other connections required to access the Internet and the cloud computing infrastructure selected by ROCHE and/or any of its Affiliates, and for paying all telecommunications, connectivity, and other costs associated with such access (including data transfer costs). If services result in ROCHE and/or any of its Affiliates providing the CUSTOMER with material, content, or other deliverables (“**Deliverables**”), then such deliverables are licensed by ROCHE to the CUSTOMER under the license in Section 2.4. Any use of the IT solutions, a service or a deliverable in a manner prohibited by Section 2.6 shall exclude any responsibility of ROCHE and its affiliates to provide integration, support or other services under this Section in relation to such services or deliverables.

2.3. Changes to services and IT solutions. ROCHE and/or any of its affiliates may from time to time add, delete or modify the features or functionality of the services and IT solutions without prior notice to the CUSTOMER. If such an addition, cancellation or modification results in a material limitation of the overall functionality of a service or in IT solutions, the CUSTOMER may (i) terminate the relevant Purchase Order in writing to ROCHE with respect to that service or IT solutions within thirty (30) days of the date of the addition, cancellation or modification and (ii) receive a refund of the amounts paid in advance for that service or IT solutions, on a pro rata temporis basis until ROCHE receives the termination.

2.4. License. Subject to Section 2.6 and the other terms of this Agreement, ROCHE is entitled and hereby grants to the CUSTOMER a non-exclusive, revocable, non-transferable license (without the right to sublicense) for the number of Authorized Users of the CUSTOMER indicated in the respective Purchase Order for access to and use of the IT solutions that the CUSTOMER has subscribed to in the context of such a Purchase Order, exclusively for internal business purposes of the CUSTOMER. **ALL RIGHTS NOT EXPRESSLY GRANTED UNDER THIS AGREEMENT ARE RESERVED FOR ROCHE.**

2.5. Authorized Users. The CUSTOMER is responsible for all acts and omissions of all Authorized Users (including and without limitation any violation of Section 2.8 by an Authorized User) as if they were acts or omissions of the CUSTOMER. Each Authorized User receives unique authentication data that may only be used by the individual Authorized User to whom this access data has been assigned either by ROCHE or on behalf of ROCHE. The CUSTOMER is responsible for any use of the IT solutions by any person who uses authentication data assigned to the Authorized Users, even if this has not been authorized by the CUSTOMER. ROCHE may deactivate the authentication data at any time for any suspected unauthorized use or misuse of IT solutions and/or services. The CUSTOMER (i) shall ensure the security of the Authorized User's authentication data; (ii) shall not allow any person other than the Authorized User who is clearly assigned certain authentication data issued by or on behalf of ROCHE to use it to gain access to the IT solutions; (iii) shall not disclose authentication data to any person other than the Authorized User who is clearly assigned such authentication data. The CUSTOMER is obliged to inform ROCHE immediately in writing of any loss, use or unauthorized disclosure or other compromise of the authentication data of an Authorized User. The CUSTOMER shall ensure that no Authorized User is (a) a citizen or resident of a country or region or is located in a country or region subject to sanctions or embargoes of the United States or other sovereign states; or (b) a person employed by or affiliated with a company listed on the Department of Commerce's *Denied Persons or Entity List*, the *Specially Designated Nationals List* or the *Blocked Persons List* of the U.S. Department of the Treasury or the *State Department's Debarred Parties List*, or otherwise; or is not entitled to receive items that are subject to U.S. export control laws and regulations or other economic sanctions regulations of a sovereign state.

2.6. Restrictions; responsibilities of the CUSTOMER. The CUSTOMER and all Authorized Users (including the CUSTOMER's employees and contractors) shall comply with all applicable laws and may not (a) sell, lend, distribute, resell, lease, assign, license, sublicense or otherwise transfer to third parties any IT solutions, services or deliverables or any rights granted under this Agreement with respect to the IT solutions, services or deliverables or the Authorized User's authentication credentials, (b)



translate, port, modify, reproduce, distribute, republish, frame, download or produce or create derivative works or services based on IT solutions, services or deliverables; (c) the IT solutions that access or use deliverables and services in a manner that improperly avoids the occurrence of subscription fees or other fees or the violation of usage restrictions; (d) derive or attempt to derive the source code, source files or a component, logic or structure of all or part of the IT solutions, deliverables or services by reverse engineering, disassembly, decompilation or other means (the foregoing prohibitions include reviewing data structures or materials generated by programs), or access or use any IT solutions, deliverables or services to create or support products or services competing with ROCHE products or services or to assist a third party in such manufacture or support, (e) perform or disclose benchmark or performance tests of IT solutions or services, unless expressly required to do so by this Agreement; in this case, the results of such benchmark or performance tests, which are retained by ROCHE as Confidential Information, shall be provided to ROCHE only; (f) remove, obscure or alter any proprietary or other information relating to the IT solutions, services or deliverables or (g) use or permit access to or use of the IT solutions, services or deliverables for any unlawful activity, including the export of IT solutions, services or deliverables in violation of applicable law, or (h) access to or use of the IT solutions, services or deliverables for purposes other than those expressly authorized in this Agreement or a Purchase Order.

2.7. Software installed on site. Access to IT solutions and services may require the CUSTOMER to install certain software applications on their local computers. The CUSTOMER agrees to be bound by all end-user software contracts that govern the installation and use of such CUSTOMER software applications. The licenses that govern the use of locally installed software by the CUSTOMER shall end upon termination of this Agreement. The CUSTOMER agrees that its use of the on-premises software is for the sole purpose of supporting its use of the Services in accordance with the documentation provided by ROCHE and/or any of its Affiliates.

2.8. Third-party applications. ROCHE may from time to time provide certain additional software (features or certain third-party applications) that may be subject to third-party terms and conditions and that the CUSTOMER must accept prior to accessing or using such a feature or application. These additional terms constitute a separate agreement exclusively between the CUSTOMER and the third party, and ROCHE is not a party or beneficiary of this Agreement. The CUSTOMER hereby acknowledges and agrees that it is solely responsible for reviewing and accepting such third-party terms and conditions that do not change or supplement the exclusions and limitations of warranty and liability set forth in this Agreement, but are in addition to the terms and conditions of this Agreement. The CUSTOMER shall indemnify, defend and hold harmless ROCHE from any action or omission by the CUSTOMER in connection with the use of such third-party applications.

2.9. Implementation. The CUSTOMER shall provide all necessary conditions for the successful implementation of the IT solutions and shall provide ROCHE with all necessary information within a reasonable period of time about the purposes and organizational conditions required for the successful use of the IT solutions. For On-Premises or Hybrid Solutions, the CUSTOMER shall provide the IT infrastructure and/or other requirements relating to the facility such as hardware, system software, network environment, employees, etc. in accordance with this Agreement and the respective Purchase Order. If the CUSTOMER fails to meet

these requirements in good time or fails to provide the information and requirements in good time, there may be delays in the provision of the IT solution and/or services.

3. Other services

3.1. Integration services. If a Purchase Order states that ROCHE and/or one of its Affiliates provide integration services to the CUSTOMER, then ROCHE and/or one of its Affiliates shall provide such integration services in accordance with this Agreement and the terms and conditions of the respective purchase order ("**Integration Services**"). ROCHE and/or its Affiliates are required to provide integration services on time, in accordance with this Agreement and with the terms and conditions, including the specifications and schedules, as applicable, set forth in the respective order.

4. Fees; records and checks.

4.1. Fees. Subject to Section 10.1, the CUSTOMER shall pay all the fees specified in a Purchase Order (the "**Fees**") at the time and in the manner specified in such a Purchase Order. Unless otherwise stated in a Purchase Order, all Fees are due on a "net 30 days" basis.

4.2. Records and tests. During the term and for one (1) year thereafter, the CUSTOMER shall create and retain complete and accurate records to permit ROCHE to verify compliance with the terms and conditions of this Agreement, including compliance with the License Terms, the number of Authorized Users and the calculation of the fees due. During the term and for one (1) year thereafter, ROCHE shall have the right to examine and review such records to verify performance under this Agreement and the amounts paid to ROCHE. Furthermore, ROCHE is entitled to verify the CUSTOMER's compliance with the Agreement and the respective Purchase Order by accessing the IT infrastructure at any time by remote access or in person during the CUSTOMER's normal business hours on the CUSTOMER's premises. The costs of the audit are borne by ROCHE unless the audit is caused by the CUSTOMER or reveals a material breach of an obligation arising from the Agreement by the CUSTOMER. In such a case, the audit costs and all other costs associated with this material breach shall be borne by the CUSTOMER. Further claims for damages or claims arising from unauthorized action due to violation of the contractual obligations of the CUSTOMER in connection with the Agreement remain unaffected. If the check reveals an underpayment, the CUSTOMER shall immediately refund ROCHE that amount plus 1% interest per month (or the legally permitted maximum amount if lower).

5. Content

5.1. Content. All content or data that ROCHE provides to the CUSTOMER through access to or use of the IT solutions and/or services or that is otherwise provided by ROCHE, including data developed by ROCHE that is contained in the deliverables ("**ROCHE Content**"), together with all rights, property titles and legal positions therein, are and shall remain the exclusive property of ROCHE or any of its Affiliates. The CUSTOMER may use ROCHE content only in accordance with the License in Section 2.5.

6. Data protection and data security

6.1. Compliance with applicable laws. The CUSTOMER is solely responsible for determining which applicable law applies to the use of the IT solutions and services by the CUSTOMER. For data that the CUSTOMER provides to ROCHE and/or its Affiliates



(including, without limitation, data that the CUSTOMER uploads into the IT solutions and services or processes in the course of their use), the CUSTOMER is responsible for ensuring that such use is permitted under all applicable laws and treaties applicable to the CUSTOMER, including all applicable data protection laws. The CUSTOMER shall ensure all necessary rights (including consent, as applicable) for ROCHE and its Affiliates to (i) use such data with the IT solutions and services and purposes disclosed to ROCHE's CUSTOMER in this Agreement and/or the applicable Purchase Order; and (ii) anonymize such data and use the resulting anonymized data for its intended use (as defined in Section 6.3 below).

6.2. Processing of personal data. If the IT solutions and/or the services provided by ROCHE pursuant to a particular Purchase Order require ROCHE to process personal data, the parties shall enter into a processing agreement that forms an integral part of this Agreement (the "**Processing Agreement**" or "**PA**"). The respective PA is subject to the framework agreement for the processing of data attached as **Annex 4** (the "**Framework processing agreement**" or "**FPA**"). Unless otherwise specified in the applicable processing agreement, the CUSTOMER is the controller and ROCHE (including its Affiliates) is the processor of any personal data.

6.3. Use of anonymized data. Unless expressly restricted by a Purchase Order and to the extent permitted by applicable law and in addition to any other permitted uses or disclosures, the CUSTOMER hereby grants ROCHE and its Affiliates the right to create anonymized data from personal data that ROCHE has access to through the IT solutions, as well as from any ROCHE and third-party instruments/devices/software associated with the IT solutions. The intended use of the anonymized data includes, but is not limited to, optimizing ROCHE services, benchmarking CUSTOMER performance against a peer group (*peers*), providing benchmarks, anticipating and preparing for potential pandemics/epidemics, providing and improving ROCHE's digital and technical services, general customer service (including internal processes to support customers, such as delivery forecasts), improving existing and future ROCHE products, and research, development and analysis of regional test behaviour (the "**Intended use**"), provided that ROCHE never discloses the identity of the CUSTOMER when anonymized data is used for external purposes.

6.4. Use of non-personal data. To the extent permitted by applicable law, ROCHE and its Affiliates are hereby authorized by the CUSTOMER to extract, use and disclose non-personal data (such as performance data) from the IT solutions and from any instrument/device/software of ROCHE and third parties associated with the IT solutions for the intended purpose, provided that ROCHE does not in any way disclose the CUSTOMER's identity when using non-personal data for external purposes.

7. Intellectual property

7.1. Intellectual property of ROCHE. In the relationship between the parties, ROCHE or any of its Affiliates owns and retains all rights, title and legal positions in and relating to all services and IT solutions, ROCHE content, deliverables, all feedback (as defined below), enhancements, modifications and derivative works related to any of the foregoing, and all intellectual property rights in the foregoing. Except as expressly granted to the CUSTOMER under this Agreement, the CUSTOMER shall not be granted any license or right to the IT solutions, services, documentation, ROCHE content, deliverables or any intellectual property rights therein, either implied or otherwise. The

CUSTOMER shall not be entitled to use ROCHE trademarks, service marks, logos or trade names.

7.2. Reservation of rights. The CUSTOMER has no rights in relation to the IT solutions or the services or the associated documentation, unless this is expressly set out in this Agreement or in the respective Purchase Order. ROCHE reserves all rights to the IT solutions and the services and documentation not expressly granted to CUSTOMER under this Agreement.

7.3. Feedback. CUSTOMERS, Authorized Users and employees, contractors and representatives of the CUSTOMER may (but are not obliged to) submit ROCHE suggestions, comments or other feedback on the services and IT solutions ("**Feedback**"). ROCHE may use or utilize any feedback without any obligation to the CUSTOMER. By submitting feedback to ROCHE, the CUSTOMER hereby also assigns all of its rights, title and legal positions in relation to feedback to ROCHE. In the event that such assignment is not effective under Applicable Law, the CUSTOMER grants ROCHE and its Affiliates a non-exclusive, open-ended, royalty-free, worldwide right and a 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. The CUSTOMER shall ensure effective cybersecurity risk management procedures and procedures for information systems under its control that have a logical and/or physical connection to the IT solutions and/or services and which are reasonably foreseeable to have a significant impact on the operation of the IT solutions and/or services in the event of an adverse information and cybersecurity event, and shall implement appropriate information and cybersecurity controls and measures.

8.2. The CUSTOMER shall ensure timely support for all information and cybersecurity threat and vulnerability management activities related to the provision of IT solutions and the provision of services as specified by ROCHE.

8.3. The CUSTOMER shall ensure that appropriate technical and administrative controls are in place to maintain the confidentiality, integrity and availability of all information/data classified as sensitive to data protection for the provision of IT solutions and services.

8.4. The CUSTOMER shall provide commercially reasonable support to ROCHE for information and cybersecurity risk management activities conducted by ROCHE that address weaknesses identified by ROCHE or the CUSTOMER. Such support may include timely and thorough remediation of vulnerabilities to address any vulnerability, risk or threat identified by ROCHE or the CUSTOMER and to take the necessary remedial action to address the vulnerability, risk or threat as soon as possible.

8.5. The CUSTOMER shall implement processes and controls to ensure that information and cybersecurity vulnerabilities, risks and threats to the provision of IT solutions and/or the provision of services are proactively identified as early as possible during the provision of IT solutions and/or the provision of services, and shall notify ROCHE as soon as possible, but no later than seventy-two (72) hours after the CUSTOMER becomes aware of any information and cybersecurity incident, vulnerability, risk or threat that has a direct and significant impact on IT solutions and/or services and/or ROCHE.

8.6. The CUSTOMER shall at all times maintain and enforce at the site any IT solutions or services used, security measures that



are at least (a) equivalent to the industry standards for such sites; (b) as stringent as those applicable to other similar products currently owned or controlled by the CUSTOMER; and (c) that comply with all reasonable security requirements demanded by ROCHE during the term of this Agreement.

8.7. The CUSTOMER shall ensure that no third-party software other than the third-party applications provided by ROCHE is incorporated into the IT solutions and/or services.

8.8. The CUSTOMER is responsible for the maintenance, security, disaster recovery and integrity of the IT infrastructure, and in particular the hardware, system software, protection against malware, anti-virus software, and their ongoing management and network environment. The CUSTOMER is responsible for ensuring that the operating system is up to date with all security patches released by Microsoft and that all third-party applications are also patched. The CUSTOMER is responsible for ensuring that all IT solutions and/or services are backed up in accordance with the CUSTOMER's standard operation.

9. Suspension

9.1. Suspension of services. ROCHE and/or any of its Affiliates may suspend access to the IT solutions and the services provided in connection with a Purchase Order if: (i) the CUSTOMER or an Authorized User or a third party is involved in activities that ROCHE reasonably believes to pose a risk to the security or integrity of ROCHE and its Affiliates, the services or personal data or which are prohibited by this Agreement; (ii) the CUSTOMER does not pay the fees in accordance with Section 4.1 (Fees) and an applicable order; (iii) the CUSTOMER does not comply with the terms and conditions of this Agreement; or (iv) ROCHE or any of its Affiliates is, in ROCHE's reasonable opinion, legally obliged to do so. In any case, ROCHE will, if possible, give an advance notice, otherwise immediately thereafter, and such a suspension shall remain in force only for the period that ROCHE deems necessary to address the issue in question. The CUSTOMER shall be liable for all fees incurred up to the time of suspension and shall remain responsible for all fees associated with partial continued access during a suspension (provided that ROCHE or one of its Affiliates only partially suspends the services).

10. Term and Termination

10.1. Term. The term of this Agreement shall commence on the effective date and continue until terminated in accordance with the terms and conditions of this Agreement ("Term"). The term of each Purchase Order ("Term of the Purchase Order") is determined in each specific order, with the proviso that if a Purchase Order does not specify a specific term of the Purchase Order, this Agreement shall be valid for the duration of the CUSTOMER's use of the IT solutions.

10.2. Termination due to infringement. In the event of a breach of any provision of this Agreement in any material way by any of the parties that is not remedied within forty-five (45) days of receipt of a written notice thereof from the other party, the non-infringing party may (i) terminate this Agreement upon written notice to the infringing party; (ii) terminate or suspend the provision of services or the provision of IT solutions; and/or (iii) pursue other legal and equitable relief and remedies to which it is entitled. In addition, ROCHE may immediately terminate the licenses granted under this Agreement if the CUSTOMER violates the provisions of Section 2.4 (Licensing), 2.5 (Authorized Users), 2.6 (Restrictions; CUSTOMER responsibilities), or 14 (Confidentiality).

10.3. Termination due to permanent suspension. ROCHE may terminate this Agreement or any affected Purchase Order if the CUSTOMER or an Authorized User has committed an action that justifies suspension in accordance with Section 9.1 (Suspension of Services) and this action has not been remedied within thirty (30) days.

10.4. Termination due to insolvency. Either party may terminate this Agreement by giving written notice to the other party if the other party suspends operations or is subject to bankruptcy, reorganization or insolvency proceedings and the proceeding has not been terminated after forty-five (45) days.

10.5. Effect of Termination. Unless otherwise stipulated in this Agreement, in the event of termination of this Agreement: (i) the rights and obligations arising from this Agreement shall terminate immediately; (ii) any payment or other obligation that has become due at the time of termination shall survive such termination; (iii) the rights and obligations of the parties pursuant to 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, together with any other provisions necessary to enforce the rights and obligations of the parties pursuant to this Agreement or which the content of their arrangement after such termination shall be maintained, shall survive and remain in force as set out therein; (iv) ROCHE shall deactivate the CUSTOMER's accounts and delete any associated CUSTOMER data (including the destruction and/or deletion of archived copies of such data) to which ROCHE has not been granted any ownership or other rights of use; (v) ROCHE and its Affiliates shall retain the right to anonymized and non-personal data in accordance with Sections 6.3 and 6.4; (vi) any confidential information of any party owned by the other party shall be immediately destroyed; and (vii) remaining Purchase Orders, if any, shall remain in full and the terms of this Agreement shall apply to such Purchase Orders for the term of such Purchase Orders.

11. Warranties and Disclaimers

11.1. Mutual assurances and guarantees. Each party assures the other and guarantees that (i) it is properly constituted, has legal effect and is in good standing under the laws of the jurisdiction of its incorporation and this Agreement has been duly approved by all necessary corporate actions (or actions of other entities), and (ii) this Agreement constitutes a legal, valid and binding obligation on its part which is enforceable in accordance with the terms of the Agreement.

11.2. CUSTOMER's assurances and warranties. The CUSTOMER warrants, guarantees and undertakes as follows: (i) The CUSTOMER has all rights and licenses necessary to transfer the CUSTOMER's data to ROCHE in accordance with this Agreement and to grant ROCHE and its Affiliates the rights set forth herein; (ii) the execution of this Agreement and the fulfilment of the CUSTOMER's obligations under this Agreement do not violate any other Agreement to which the CUSTOMER is a party; and (iii) the persons identified by or on behalf of the CUSTOMER to ROCHE as Authorized Users are entitled to access all the CUSTOMER's personal data uploaded or processed via the services and IT solutions and the CUSTOMER has complied with and continues to comply with all applicable laws to maintain these rights (including, without limitation, obtaining all necessary consent from data subjects).

11.3. Disclaimer. WITH THE EXCEPTION OF THE ASSURANCES AND GUARANTEES EXPLICITLY SET OUT IN THIS SECTION 11 AND ANY ASSURANCES RELATING TO THE ON-PREMISES AND HYBRID SOLUTIONS (AS APPROPRIATE) SET OUT IN SECTION 16, THE SERVICES,



IT SOLUTIONS AND ROCHE CONTENT ARE PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED ASSURANCE OR WARRANTY OF ANY KIND, INCLUDING ANY ASSURANCES OR GUARANTEES REGARDING THE ACCURACY, FUNCTIONALITY, USE, TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND EACH PARTY HEREBY DISCLAIMS LIABILITY FOR ANY SUCH ASSURANCES AND GUARANTEES. WITHOUT LIMITATION OF THE ABOVE, ROCHE AND ITS AFFILIATES DO NOT PROVIDE ANY EXPRESS OR IMPLIED WARRANTY OR WARRANTY THAT THE SERVICES OR THEIR USE SHALL BE PROVIDED RELIABLY, WITHOUT INTERRUPTION OR WITHOUT ERROR. UNDER NO CIRCUMSTANCES SHOULD ROCHE OR ANY OF ITS AFFILIATES BE INVOLVED DIRECTLY OR INDIRECTLY IN THE PROVISION OF MEDICAL ACTIVITIES OR MEDICAL SERVICES.

12. Limitation of Liability

12.1. Limitations of liability. To the extent permitted by applicable law, Sections 11.1, 11.3 and 16 (for on-premises solutions only and, where applicable, for hybrid solutions) shall govern ROCHE's entire liability (including any liability for the acts or omissions of its subcontractors and any of its Affiliates) in respect of any breach of this Agreement, any Purchase Order or other agreement, and any assurance, declaration or unlawful act or omission, including negligence, arising out of or in connection with the Agreement. ROCHE shall not be liable under any circumstances (whether as a result of negligence, breach of contract, misrepresentation or otherwise) for any economic losses, damages or expenses, whether as a direct, indirect or consequential damage (including, without prejudice to the universality of the foregoing, loss of profit, interruption of operation, loss of goodwill or reputation) arising from or in any way connected with the Services, whether by the CUSTOMER or by third parties. Nothing in this Section 12 is intended to limit or restrict ROCHE's liability for (i) personal injury or death resulting from negligence on the part of ROCHE, its employees and agents; or (ii) for fraud or fraudulent deception or for any other matter for which ROCHE would be unlawful to exclude, limit or attempt to exclude or limit its liability. To the extent permitted by applicable law, ROCHE's aggregate liability arising in any way in connection with this Agreement and any Purchase Order, whether for negligence or breach of contract or otherwise, shall be limited to the total value of the fees paid by the CUSTOMER during the last twelve (12) months preceding the event giving rise to the claim for the particular IT solution, which in turn has given rise to the liability. The price of the fees was calculated on the basis that ROCHE excludes or limits its liability as stipulated in the Agreement, and the CUSTOMER agrees with this by ordering and guarantees that the CUSTOMER shall insure or bear for itself any loss for which ROCHE has excluded or limited its liability in the Agreement, and ROCHE shall not be liable to the CUSTOMER. The respective liability of the parties for intentionally caused damage remains unaffected.

13. Exemption from liability

13.1. Disclaimer by ROCHE. ROCHE shall, at its own expense, defend the CUSTOMER and its officers, directors, employees and representatives (together the "**Exempted CUSTOMER Parties**") against all third-party claims and pay the amounts lawfully awarded by a competent court against the Exempted CUSTOMER Parties (including damages, interest, costs and attorney fees) or the amounts payable under a settlement agreed by ROCHE in respect of such claims, to the extent that such claims arise from or relate to a third-party claim, which claims that the

contractual use of the services, IT solutions or ROCHE content by the CUSTOMER constitutes a direct breach or abuse of a third party's intellectual property rights under applicable law (a "**Claim**"). ROCHE is not subject to any obligation under this Section 13.1 to the extent that the claim arises, relates to or would have been avoided without: (i) the CUSTOMER's data or input; (ii) the use of services, IT solutions or ROCHE content in a manner other than that expressly permitted by this Agreement; (iii) the modification of services, IT solutions or ROCHE content by a person or entity other than ROCHE; (iv) the combination of services, IT solutions or ROCHE content with data, content, IT solutions, products, technologies or services of third parties not supplied by ROCHE; (v) compliance with the requirements, designs or specifications of the CUSTOMER by ROCHE; (vi) the CUSTOMER's continued use of services, IT solutions or ROCHE content after ROCHE has instructed the CUSTOMER to cease such use; or (vii) any court-related claims for wilful infringement against persons other than ROCHE and its Affiliates. In the event of a claim or if ROCHE reasonably believes a claim is likely, ROCHE may, at its discretion and at no cost to the CUSTOMER, modify or replace the Services, IT Solutions or ROCHE Content to avoid claim without substantial limitation of functionality, obtain or cancel a Purchase Order to the CUSTOMER for further use of the Services, IT Solutions or ROCHE Content, and refund to the CUSTOMER any pre-paid amounts accruing in proportion up to the date of termination. Section 13.1 regulates ROCHE's sole liability to the CUSTOMER and the CUSTOMER's exclusive remedy to ROCHE in respect of any claims.

13.2. Disclaimer by the CUSTOMER. The CUSTOMER shall, at its own expense, defend ROCHE and/or its Affiliates and their respective directors, employees, contractors and representatives (together the "**Exempted ROCHE Parties**") against all third party claims and pay the amounts validly awarded by a competent court against the Exempted ROCHE Parties (including damages, interest, costs and attorney fees) or the amounts to be paid pursuant to a settlement agreed by ROCHE in respect of such claims, to the extent that such claims arise from or relate to a claim by third parties which alleges: (a) the CUSTOMER's breach of this Agreement; (b) the CUSTOMER'S breach of any laws or rights of third parties; (c) the CUSTOMER's data is in breach of, in violation of or improperly appropriating the intellectual property rights of a third party, in breach of a data protection right or in breach of any applicable law; or (d) the CUSTOMER's use of services, IT solutions or ROCHE content in a manner other than that expressly permitted by this Agreement.

13.3. No other liability. This Section 13 covers all of ROCHE's liability in respect of claims for infringement or improper appropriation of intellectual property rights in respect of data, services, IT solutions and ROCHE content.

13.4. Procedure. The obligations of any party as set forth in Sections 13.1 or 13.3 above (if applicable) shall be contingent upon the exempted party (the "**Exempted Party**") (i) immediately notifying the exempting party (the "**Exempting Party**") in writing of third-party claims; provided that the failure to notify does not relieve the Exempting Party of its obligation to release the exempted party except to the extent that the Exempted Party is significantly injured by the failure to notify immediately; (ii) its sole control over the defence against the claim and any related settlement negotiations and media presence with respect to the claims and assertions, provided that the Exempting Party does not enter into a settlement imposing obligations or restrictions on the Exempted Party (with the exception of obligations relating to the payment of funds to be paid by the Exempting Party) without the



prior written consent of the Exempted Party, and (iii) provides reasonable cooperation at the expense of the Exempting Party to the exemption in the case of defence or settlement. The Exempted Party shall take reasonable measures to cover all costs and damages arising from any claim subject to Sections 13.1 or 13.2 (as the case may be) and will not compromise or compromise any such claim without the prior written consent of the Exempting Party. The Exempting Party is released from his obligations under Sections 13.1 or 13.2 (depending on the case) to the extent that a claim by third parties arises due to negligence, wilful misconduct or a violation of this Agreement, relates to it or would have been avoided without this. The party not controlling the proceeding may (at its own expense) participate in the defence and settlement with its own counsel. The Exempted Party may take control of the defence if the Exempting Party does not take control of the defence within thirty (30) days of receipt of the written communication of the third party's claim in question.

14. Confidentiality

14.1. Duty of confidentiality. Unless expressly provided otherwise in this Agreement or in any of the Purchase Orders, the parties agree that during the term of this Agreement and for a period of five (5) years thereafter, they shall (i) keep confidential information of the disclosing party secret and make it available only to employees, representatives, advisors or associated companies who need to be aware of the confidential information for the proper performance of the Agreement or any of the Purchase Orders that have been informed of the confidentiality of the confidential information and are required to maintain comparable confidentiality. In the course of this, it is permissible to pass on information to employees of associated companies. (ii) not use and/or imitate confidential information for the purpose of this Agreement or any of the Purchase Orders, in particular by Reverse Engineering; (iii) not copy or otherwise record confidential information, except as strictly necessary for the purpose of the Agreement or any of the Purchase Orders; the disclosing party becomes the owner of such copies or records; and (iv) keep the existence and terms of this Agreement and any Purchase Order secret.

14.2. Exclusion provisions. The obligation of secrecy set out in Section 14.1 shall not apply to information where the receiving party demonstrates (i) that it was lawfully in its possession prior to disclosure; (ii) that it was already publicly known at the time of disclosure or that it subsequently became publicly known through no fault of the recipient; (iii) that it was lawfully disclosed to the recipient by a third party to a third party without breach of an obligation of secrecy; (iv) that it was developed independently of the recipient's employees, representatives, advisors, sellers or associated companies; (v) that it is disclosed by order or order of a court, authority or other governmental body; or (vi) that the parties have agreed in writing that the information is not confidential. However, in the event of a disclosure pursuant to Section 14.2 (v), the receiving party shall promptly notify the disclosing party of this decision or order to allow the disclosing party to restrict or prevent the disclosure of the confidential information to the governmental entity. Any disclosure of confidential information in accordance with this Section shall be limited to confidential information expressly required by applicable law, regulations, ordinance or court order, and shall not limit the confidentiality of any such confidential information.

14.3. Appropriate measures. The receiving party undertakes to protect the confidential information by appropriate technical, organizational and legal measures, but at least by measures that the

receiving party would apply to its own confidential information of comparable value.

14.4. Return or destruction. Upon express request of the disclosing party and subject to compliance with the terms and conditions set forth in this Agreement, the receiving party shall return or destroy all confidential information received from the disclosing party, including all copies thereof, within ten (10) working days of the request, except for confidential information, which (i) the receiving party is required by law to retain and/or (ii) cannot be technically deleted by automatic electronic backup routines. At the request of the disclosing party, the receiving party shall confirm compliance with the above obligations in writing.

14.5. No warranty. This Agreement does not contain any representations or warranties regarding the completeness or accuracy of confidential information, and neither party is liable to the other party to that extent, unless a representation or warranty is expressly provided in a separate written agreement.

14.6. Other persons. The parties shall ensure that all persons providing services under this Agreement are also subject to this confidentiality obligation.

15. Miscellaneous

15.1. Publicity. ROCHE may include the CUSTOMER's name and logo in its Customer List and in a press release regarding ROCHE's selection as the CUSTOMER's service provider, subject to review and approval by the CUSTOMER for compliance with the Trademark Use Policy. The CUSTOMER may not use the name or trademarks of ROCHE without prior written permission from ROCHE or directly or indirectly refer to or disclose the existence of or the obligations under this Agreement.

15.2. Applicable law. The sole place of jurisdiction for all disputes arising between the contracting parties is Zug. This Agreement is subject to Swiss law.

15.3. Compliance with applicable laws. Each party is required to comply with and make all communications required by any applicable law of any governmental authority that applies to the use of IT solutions and services by that party and the performance of this Agreement in the form applicable at the date of effectiveness and/or adopted or amended during the term of this Agreement. The CUSTOMER shall notify ROCHE if it becomes aware of any non-compliance by the CUSTOMER with applicable law and shall take all appropriate measures necessary to comply with such applicable law. ROCHE may terminate this Agreement and any affected Purchase Order if compliance with Applicable Law becomes onerous, and in such event, the CUSTOMER will be entitled to a pro rata refund of any unused IT solutions or services paid in advance until the date of termination.

15.4. Independent contractual partners. Each party is an independent contractor and no personnel of either party are employees or representatives of the other party for any purpose. None of these provisions constitutes, justifies, validates or otherwise recognizes a joint venture, a partnership or a business entity of any kind, or causes any party to be the agent or representative of the other party.

15.5. Headings; layout. The headings are for clarity. There is no presumption in favour of any of the parties on the basis of who is the author of this Agreement. For the purposes of this Agreement, the words "include," "includes," and "including," followed by the words "without limitation to," and the word "or" is not exclusive.



15.6. Entire agreement, changes. This Agreement supersedes all prior discussions and documents with respect to the subject matter of this Agreement (and constitutes the entire Agreement between the parties in respect thereof). As a clarification, this Agreement is effective if executed by both parties, even if no Purchase Order is executed.

15.7. Severability. If, for any reason, any provision of this Agreement is deemed invalid, unlawful or unenforceable under Applicable Law, such invalidity, unlawfulness or unenforceability shall not affect the other provisions of this Agreement; this Agreement shall then be interpreted as excluding such invalid, unlawful or unenforceable provision from this Agreement, and the Tribunal may, at its discretion, replace the excluded provision with an enforceable provision that is reasonably equivalent in economic terms to the excluded provision.

15.8. Waiver. A waiver by one party of a breach or non-fulfilment of any provision of this Agreement by the other party shall not be construed as a waiver by that party of a subsequent breach or non-fulfilment of the same or any other provision, nor shall a delay or omission by either party in exercising or claiming any right or remedy to which it is or may be entitled under this Agreement constitute a waiver of such right or remedy.

15.9. Assignment. None of the parties shall assign, delegate, or otherwise transfer this Agreement or any of their rights or obligations under this Agreement without the prior written consent of the other party (whether voluntarily, by operation of law, or otherwise), provided that ROCHE may assign this Agreement to any Affiliate or entity with which ROCHE is merged or has joined forces or to which ROCHE sells all or nearly all of its assets without the CUSTOMER'S written consent. Any attempted assignment that violates this Section is invalid and ineffective. Subject to the foregoing, this Agreement benefits and binds the successors and licensed assignees of the parties.

15.10. Force majeure. If ROCHE is unable to meet any of its obligations under this Agreement due to storms, natural disasters, force majeure, riots, wars, theft, pandemics, governmental actions or other events beyond its reasonable control, ROCHE shall be exempted from fulfilling those obligations to the extent and for as long as prevented by such events.

15.11. Copies. This Agreement and the Purchase Orders hereunder may be made out by the parties to this Agreement in separate copies; each of these copies shall be deemed to be one original after signature and delivery, but all of these copies taken together constitute one and the same Agreement. The parties agree that the execution of this Agreement and any Purchase Order through the exchange of PDF or electronic signatures (as defined below) shall have the same legal force and effectiveness as the exchange of original signatures. In accordance with this Agreement, the term "Electronic Signature" means a signature consisting of one or more letters, characters, numbers or other symbols in digital form integrated into, attached to or associated with the electronic document, such as electronic signatures as defined in Regulation (EU) 910/2014.

16. The following rules and conditions apply exclusively to (i) on-premises solutions and (ii) the parts of the hybrid solutions that are installed on a server within the CUSTOMER's IT infrastructure:

16.1. The CUSTOMER may use the on-premises/hybrid solutions only on the data servers designated in the respective Purchase Order. If a licensed data server is temporarily out of service, it may be replaced by another server that meets the

requirements specified in the Purchase Order. The use of the on-premises/hybrid solutions on data servers other than those specified in the Purchase Order requires the prior written consent of ROCHE.

16.2. The on-premises/hybrid solutions are considered to be accepted by the CUSTOMER if the CUSTOMER does not report any defects to ROCHE in writing within fourteen (14) days after the CUSTOMER has commenced routine use of the on-premises/hybrid solutions.

16.3. ROCHE is responsible for providing, activating and maintaining the standard technical interfaces of the on-premises/hybrid solutions as licensed to the CUSTOMER. If these standard technical interfaces change, ROCHE may further develop the on-premises/hybrid solutions and provide the CUSTOMER with this new software to interact with the new standard technical interfaces. The CUSTOMER is responsible for providing, activating and maintaining the standard technical interfaces to enable communication between the third-party software and the on-premises/hybrid solutions. By written agreement, ROCHE supports the CUSTOMER in the development of these interfaces to the then current ROCHE rates.

16.4. The CUSTOMER is not entitled to

a) make copies (duplicates) of the on-premises/hybrid solutions, except to back up its data;

b) make copies of any documentation supplied on paper or in electronic form if these copies are not intended exclusively for use by the CUSTOMER;

c) install or use the on-premises/hybrid solutions on more than the servers described in the particular Purchase Order. If the CUSTOMER wishes to install or use the on-premises/hybrid solutions on more than one server at a time, the CUSTOMER shall purchase an appropriate number of licenses from ROCHE prior to installing or using the on-premises/hybrid solutions on more than one server;

d) change the databases connected to the on-premises/hybrid solutions, in particular their database structure or data models. This does not apply to a change or use of databases that is made in accordance with the Agreement, e.g. databases with patient data.

16.5. ROCHE warrants to the CUSTOMER that the on-premises/hybrid solutions shall function properly for a period of one year from the CUSTOMER's start of routine use of the on-premises/hybrid solutions and under the designated operating conditions. On-premises solutions are considered to function properly under the designated operating conditions if the licensed modules are used and operated on the designated IT infrastructure in accordance with the Agreement. The CUSTOMER shall ensure that the IT infrastructure is suitable for the operation of the on-premises/hybrid solutions and that no third-party software other than the installed approved third-party software interferes with or impairs the on-premises/hybrid solutions. ROCHE makes no warranty that the on-premises solutions or their performance shall not be affected by any third-party software other than the approved third-party software installed, and vice versa. At the CUSTOMER's request, ROCHE shall endeavour to an economically reasonable extent to find a solution in the event of such a malfunction. ROCHE disclaims all liability if third-party software is installed and such third-party software is not approved third-party software.

16.6. The CUSTOMER acknowledges that the state of the art does not allow the on-premises/hybrid solutions to be created in such a way that they function without interruption and error with



all applications and combinations of applications and with all data processors or that they can be used under all operating conditions, or that the on-premises/hybrid solutions meet the CUSTOMER's requirements.

16.7. The CUSTOMER must report any defects in the on-premises/hybrid solutions to ROCHE in writing within ten (10) days of their discovery. Any defects in the on-premises/hybrid solutions must be reproducible and documented in detail.

16.8. ROCHE's warranty for the on-premises/hybrid solutions is limited to the elimination of defects in the on-premises/hybrid solutions or the delivery of faultless on-premises/hybrid solutions at the choice of ROCHE, provided that the CUSTOMER notifies ROCHE in accordance with Section 16.7 above. The response from ROCHE may involve or consist of issuing a patch, providing a corrected version or a workaround to the CUSTOMER. ROCHE is entitled to refuse the subsequent performance if it is not possible to remedy a defect with reasonable effort (severity of the defect in relation to the effort required to eliminate the defect).

16.9. CUSTOMER claims for defects are excluded if the defects are only negligible. A negligible deficiency exists if the value of the on-premises/hybrid solutions or their suitability for ordinary use is only negligibly reduced.

16.10. Any ROCHE warranty of system performance or data security and integrity, if specified for on-premises/hybrid solutions on the Purchase Order, is excluded, including but not limited to if the IT infrastructure on which the on-premises/hybrid solutions are installed are not able to run those on-premises/hybrid solutions, and if any third-party software that is not an approved third-party software is running on the same IT infrastructure. The same applies if and to the extent that third-party software other than the approved third-party software has a detrimental effect on the system performance or the security and integrity of data.

16.11. Any warranty under this Agreement is void if the CUSTOMER adapts or modifies the on-premises/hybrid solutions. If ROCHE rectifies a defect at the CUSTOMER's request or if, after completion of the warranty work, it is established that there was no defect, ROCHE may charge appropriate compensation at the applicable ROCHE rates.

16.12. For third-party software that is provided to the CUSTOMER in connection with on-premises/hybrid solutions, the CUSTOMER is entitled to the warranties in accordance with the license terms and, if applicable, the functional description of the third party concerned. ROCHE may, at its discretion, either assign warranty claims against the respective third party to the CUSTOMER or remedy such claims in case of warranty claims. In this case, ROCHE is entitled to authorize third parties to fulfil warranty claims.

16.13. The CUSTOMER shall ensure that the following requirements for ROCHE are met free of charge during the term of the relevant Purchase Order:

a) Providing access to the productive installation, as well as cooperation between the responsible database and system administrators to enable the provision of services;

b) Provision of broadband remote access 24 hours a day/365 days a year for service purposes.

16.14. The provision of services by ROCHE requires the CUSTOMER to have the current version of the on-premises/hybrid solutions as provided by ROCHE installed and operated on the IT infrastructure. Unless otherwise expressly

provided herein, ROCHE is not required to provide services for a different version of the on-premises/hybrid solutions than the most recently published one.

16.15. If the CUSTOMER agrees to replace an old release with a new release of the on-premises/hybrid solutions later than six months after this new release has been offered to ROCHE's CUSTOMER, the CUSTOMER shall purchase all upgrades and releases issued between the CUSTOMER's old release and the new release.

16.16. The CUSTOMER shall be liable for the costs of troubleshooting if the source of the defect is due to unapproved modifications to the on-premises/hybrid solutions by the CUSTOMER or a third party or other circumstances for which ROCHE cannot be held responsible.

16.17. The CUSTOMER is solely responsible for

a) the evaluation, implementation and maintenance of CUSTOMER data and third-party data associated with on-premises/hybrid solutions. ROCHE shall support the CUSTOMER until the on-premises/hybrid solutions are successfully linked to the databases used by the CUSTOMER. In addition, the CUSTOMER is solely responsible for data management and thus for the security and integrity of the data as well as for the operation and maintenance of the hardware on which the databases are based. In particular, the CUSTOMER shall make backup copies and store them appropriately.

b) the content of the CUSTOMER's documents, forms, data elements, data catalogues and decision trees that are processed by the on-premises/hybrid solutions. Furthermore, ROCHE is not responsible for the security of the CUSTOMER's data. The CUSTOMER must take appropriate safety precautions to ensure that the data can be restored at any time with an acceptable amount of work.

c) for all effects and consequences of loading third-party patches on the operating system or system software within the IT infrastructure. This does not include patches provided by ROCHE to fulfil its contractual obligations or patches approved by ROCHE for approved third-party software.

d) for the maintenance, security and integrity of the IT infrastructure and in particular the hardware, system software, anti-virus IT solutions and their ongoing management and network environment.

e) for the content, structure, consistency, and accuracy of all applied rules, e.g. multi-level diagnostic decision trees or validation rules.

16.18. ROCHE is not responsible for the CUSTOMER's selection, application, and use of the on-premises/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-premises/hybrid solutions. ROCHE is not liable for the results of the on-premises/hybrid solutions that result from the data catalogues and data elements provided by the CUSTOMER or the decision trees that have been entered. Except for failures in the on-premises solutions covered by ROCHE's warranty, the use of the on-premises/hybrid solutions is at the CUSTOMER's sole risk. The CUSTOMER declares that they are familiar with the on-premises/hybrid solutions and that they are suitable for their purposes.