1. **The following Third Party Software Terms and Conditions ONLY apply to cobas Infinity and Roche Middleware Solutions:**
	1. **Specific to cobas Infinity only:**

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vii. This Agreement shall be governed by and construed in accordance with the laws of, and the parties agree to submit to exclusive jurisdiction in, Massachusetts, USA.

viii. Licensee agrees to comply with all applicable laws, including, but not limited to, U.S. export control or similar laws with respect to use of the Licensed Software and technical data. The English version of this Agreement shall control unless otherwise required by local law.

ix. These terms, together with the order form and the version of the Price List (including any applicable terms and conditions) in effect as of the Effective Date (or, in the case of Services, as of the date such Services are provided) constitute the entire agreement between Licensee and ISC relating to the subject matter hereof and supersede any prior understandings between us as well as any purchase orders or similar documents that may be submitted to ISC. ISC shall have the right to transfer or assign this Agreement without Licensee’s consent. This Agreement may only be modified or amended by a writing signed by both parties.

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3. the reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Oracle Programs and duplication of the Oracle Programs except for a sufficient number of copies of each Oracle Program for the Customer’s licensed use and one copy of each Oracle Program media are prohibited;
4. to the extent permitted by applicable law, Oracle’s liability for any damages, whether direct, indirect, incidental, or consequential, arising from the use of the Oracle Programs is disclaimed;
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11. Oracle is a third party beneficiary of the Agreement;
12. the Uniform Computer Information Transactions Act does not apply to the Agreement;
13. some Oracle Programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the Agreement.

 (d) Applicable to the NAVIFY Clinical Trial Match and Publication Search applications

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4. SUPPORT. Except to the extent set forth in an applicable Order and subject to all applicable fees), this Agreement does not entitle Licensee to any support, upgrades, patches, enhancements, or fixes for the Service (collectively, "Support"). Unless support terms are attached to, or referenced in, an applicable Order, any such Support for the Service that may be made available by Molecular Match shall be provided in accordance with Molecular Match standard practices. Support, if any, shall become part of the Service and subject to this Agreement.

5. FEES; PAYMENT TERMS. The fees payable by Licensee will be as set forth in an applicable Order, or as otherwise agreed to by the parties in writing. Except as otherwise set forth in a Order, the payment terms below shall control. All fees are payable in advance for the applicable term. Invoices are due and payable net thirty (30) days from the invoice date and shall be invoiced and paid in U.S. Dollars. Customer is responsible for any and all applicable sales related taxes and fees, except any tax assessed upon Molecular Match’s net income. Price increases for any renewal term will be as notified by Molecular Match to Licensee at least ninety (90) days prior to the beginning of such renewal term.

6. INDEMNITY. Licensee agrees that Molecular Match shall have no liability whatsoever for any use Licensee makes of the Service or Data. Licensee shall indemnify and hold harmless Molecular Match from any claims, actions, demands, damages, losses, liabilities, settlements, costs and fees (including attorneys’ fees) arising from or in connection with: (i) Licensee's use of the Service or Data, (ii) access to any part of the Service or Data (including, without limitation, any interface) by Licensee Subjects, as well as (iii) Licensee's failure to comply with any term of this Agreement. For clarity, the foregoing includes claims brought by any Licensee Subject(s) with respect to Licensee’s use of the Data.

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10. TERM AND TERMINATION. If an Order has been executed, the initial term of this Agreement shall, unless otherwise terminated as set forth below, be as set forth in such Order. If no initial term is set forth in an Order, the term of such Order shall be one (1) year from the effective date of the Order. After the expiration of the initial term, this Agreement will automatically renew for consecutive renewal terms of equal length to the initial term – unless either party provides the other party with written notice of non-renewal at least sixty (60) days prior to the end of the then current term. If a Licensee if bound to a term, either party may terminate this Agreement only if (i) the other party breaches this Agreement and fails to cure such breach within thirty (30) days from receipt of written notice thereof (ten (10) days in the case of Licensee’s failure to pay), or (ii) the other party enters bankruptcy, makes an assignment for the general benefit of creditors, has a receiver appointed, or otherwise becomes insolvent. If Licensee is not bound by any term (such as, in the case of any evaluation license): (a) Licensee may terminate this Agreement at any time and (b) Molecular Match may terminate this Agreement immediately if Licensee violates any provision of this Agreement. If Licensee is using the Service under an evaluation agreement with Molecular Match, this Agreement shall terminate upon expiration of the applicable evaluation period, unless Licensee elects to retain such Service (subject to payment to Molecular Match of all applicable fees). If no evaluation term is set forth in an evaluation Order, the term of such Order shall be thirty (30) days from the effective date of the Order. Any termination of this Agreement shall also terminate the licenses granted hereunder. Upon termination of this Agreement for any reason, Licensee shall promptly return to Molecular Match all Confidential Information, and shall, if requested by Molecular Match, so certify to Molecular Match that such actions have occurred. Sections 2, 3, 6, 8, 9, 10 and 11, as well as all outstanding payment obligations, shall survive termination of this Agreement.

11. MISCELLANEOUS. This Agreement represents the complete agreement concerning the Service between the parties, to the exclusion of any pre-printed or contrary terms of any Licensee purchase order (or similar document), and supersedes all prior agreements and representations between them; provided, however, that if there is already a mutually signed agreement between Molecular Match and Licensee (not including any Licensee purchase order or similar document) covering Licensee's license to use the Service, then the express terms of that signed agreement will govern to the extent they are expressly contrary to this Agreement. This Agreement may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of Molecular Match to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit Molecular Match's rights with respect to such breach or any subsequent breaches. This Agreement is personal to Licensee and may not be assigned or transferred for any reason whatsoever without Molecular Match's consent and any action or conduct in violation of the foregoing shall be void and without effect. Molecular Match expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder. This Agreement shall be governed by and construed under Delaware law as such law applies to agreements between Delaware residents entered into and to be performed within Delaware, without regard to the Uniform Computer Information Transactions Act or the United Nations Convention for the International Sale of Goods. The party prevailing in any dispute under this Agreement shall be entitled to its costs and legal fees. All disputes will be subject to the sole and exclusive jurisdiction of the state and Federal courts located in Delaware.

(e) Applicable to the NAVIFY Guidelines Application

**NATIONAL COMPREHENSIVE CANCER NETWORK, INC. (“NCCN”) END USER LICENSE AGREEMENT (THE “NCCN EULA”)**

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(f) Specific to VIEWICS

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