The following are Terms and Conditions associated with Roche IT Consulting Services

IT Consulting Services. The applicable IT Consulting Services for LIS, Autoverification, Moving Averages and/or Business Intelligence that Customer is purchasing will be defined as "IT Consulting Services". The term “LIS” as used herein will mean Laboratory Information System or other similar system.

Services to be performed:See IT Consulting Services Exhibits(s). Roche offers separate IT Consulting Services for LIS, Autoverification, Moving Averages and for Business Intelligence. The IT Consulting Services Exhibits(s) details the IT Consulting Services to be performed under an agreement and the additional obligations of Roche and Customer as it relates to the specific IT Consulting Services.

Requirements:  Customer must acquire appropriate licensing, features and products applicable to the IT Consulting Services being purchased. Customer must have Roche software within two (2) versions of the then-current version being sold by Roche to new customers (the “Current Release”). If Customer's current software does not meet these version and/or feature requirements, Customer agrees to execute an agreement to acquire these versions and features as necessary for Roche to provide the IT Consulting Services.

Term: Roche will complete the IT Consulting Services in a time period mutually agreed to by the parties using commercially reasonable standards. Roche shall provide Customer with written notice (“Service Completion Notice”) when the IT Consulting Services are completed. The Service Completion Notice may take the form of an email to an email address previously provided by Customer for regular communication regarding the IT Consulting Services.

Validation: Customer will have ten (10) business days from the date of the Service Completion Notice to confirm the accuracy and completeness of the IT Consulting Services performed. Roche will work with Customer for a reasonable period of time to make any adjustments deemed reasonably necessary by Customer and identified to Roche in writing during this ten (10) business day period. Customer's notice to Roche may take the form of an email to an email address previously provided by Roche for regular communication regarding the IT Consulting Services.

Use and Ownership of Rules, Protocols and Dashboards:

Autoverification, Moving Averages, Business Intelligence - Roche hereby grants, as applicable, Customer a perpetual, non-exclusive, non-transferable right to use any Roche software decision-making algorithms or “rules”, Roche Middleware Moving Averages protocols or “graphs”, or Roche Business Intelligence Dashboards created by Roche in the provision of the IT Consulting Services. This right is granted solely for Customer's own use in Customer's processing of laboratory patient results. The rights provided under this Section are granted to Customer and Customer's sites specifically included on the agreement only, and shall not be considered granted to any of Customer's subsidiary, holding or other affiliated companies unless expressly agreed to by Roche. Customer may continue to use any rules, protocols or dashboards created for Customer during the Term of IT Consulting Services and for so long as Customer continues to use the Roche software product pursuant to the agreement.

Customer Responsibilities: As applicable, Customer expressly agrees and acknowledges that although Roche is providing Customer with the IT Consulting Services (including assistance in establishing or customizing certain algorithms or “rules”, protocols or “graphs”, Business Intelligence dashboards to direct the software in the processing of patient test results within Customer's laboratory), **Customer remains solely and exclusively responsible for (a) determining the data values and parameters associated with all rules and protocols implemented or dashboards populated within Customer's institution (even to the extent these data values and parameters are used by Roche in rule or protocol creation on Customer's behalf), (b) creating a plan** to **validate the LIS system and any rules Customer implements and what data to exclude from any dashboard, (c) fully validating any rules in accordance with Customer's validation plan to ensure compliance with all standards promulgated by any applicable regulatory agencies or other governing bodies or evaluating accuracy of all dashboards implemented based on Customer’s own laboratory data provided, and (d) fully validating in accordance with Your validation plan to ensure compliance with all standards promulgated by any applicable regulatory agencies or other governing bodies, and (e) creating, implementing, training on and maintaining compliance with standard operating procedures which govern the use of these systems and any rules, protocols or dashboards within Customer's laboratory.**

No Warranties. The IT Consulting Services are not being provided with any specific warranties by Roche, except that Roche will use commercially reasonable efforts to ensure that the IT Consulting Services are provided in a professional manner. Customer agrees that any parameters used for algorithm-based decision-making or “rules”, protocols or “graphs”, or populating a dashboard implemented at Customer's institution were derived from data values or other information provided by Customer, and that Customer remains solely responsible for the provision of this data and for the validation of any rules, protocols or dashboard content implemented by Customer. Roche makes no representations or warranties with respect to any algorithms, rules, protocols or dashboard content implemented by Customer, even if developed via the IT Consulting Services.