

CYTOSMART™ CONNECT CLOUD TERMS AND CONDITIONS

THIS LEGAL AGREEMENT BETWEEN YOU AND LONZA GOVERNS YOUR USE OF THE CYTOSMART CLOUD PRODUCT, SOFTWARE, AND SERVICES (COLLECTIVELY REFERRED TO AS THE "CLOUD"). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS. BY CLICKING "AGREE," YOU ARE AGREEING THAT THESE TERMS WILL APPLY IF YOU CHOOSE TO ACCESS OR USE THE CLOUD.

The Cloud will automatically renew two years after activation unless you unsubscribe from it via www.lonza.com/cytosmart-unsub according to the terms and conditions set forth herein.

Lonza is the provider of the Cloud, which permits you to utilize certain internet services, including storing your data and making it accessible on your compatible devices and computers, and certain location based services, only under the terms and conditions set forth in this Agreement. As soon as you enable the Cloud, your content will be automatically sent to and stored by Lonza, so you can later access that content or have content wirelessly pushed to your other Cloud-enabled devices or computers.

1. REQUIREMENTS FOR USE OF THE CLOUD

This Agreement is between you and Lonza (with their affiliates, "we" or "us") regarding your use of the Cloud. Before using the Cloud, you must read and accept these Terms of Use, all rules and policies related to the Cloud (including any service plan specific rules, usage restrictions and other conditions or procedures that we post or update on or through the Cloud. If you activate the Cloud, you will be bound by the Agreement.

1.1 The Cloud. The Cloud provides storage, retrieval, management and access features and functionality for your images as obtained via the CytoSMART™ System ("your Images"). By using the Cloud, you are directing us to store, manage, and provide access to your Images on your behalf.

2.0 USER'S OBLIGATIONS

2.1 You agree to meet the technical or other prescriptions, conditions and procedures which are provided by or on behalf of Lonza.

2.2 Using Your Images with the Cloud. You may use the Cloud only to store, retrieve, manage, and access your Images using the features and functionality we make available. You may not use the Cloud to store, transfer or distribute content of or on behalf of third parties, to operate your own file storage application or service, or to resell any part of the Cloud.

2.3 Sharing Your Images. The Cloud may provide features that allow you to share your Images with others. You may only share your Images in which you have all necessary copyright and other rights. If you share a project link, anyone with access to that project link may view and download copies of your Images. You are solely responsible for how you share your Images and who may access your Images that you share.

2.4 Notwithstanding 2.3, you are not permitted to transfer to third parties, or allow third persons to use, your user name and/or Password, the documentation or manual or other rights arising under the Agreement, unless Lonza has expressly granted written permission to do so. You are at all times responsible for the use of any user name and password.

2.5 Use of Your Cloud Subscription. You may only use the Cloud in connection with the CytoSMART™ System. You are responsible for maintaining appropriate security and protection of your Images.

2.6 You shall refrain from obstructing Lonza, other customers of Lonza and other users from using the Cloud and/or refrain from damaging the Cloud. You are not permitted to start processes or programs – whether or not through the Cloud – of which you can reasonably suspect that it may cause damage or obstruct Lonza, other customers of Lonza and other users.

2.7 You are not permitted to use the Cloud for any acts that are contrary to applicable statutory provisions, self-regulation, or these terms and conditions.

3. CLOUD SUBSCRIPTION FEES AND BILLING METHODS: AUTOMATIC RENEWAL

3.1 Cloud Subscription Fee. Lonza will charge you with an annual Cloud subscription fee in order to provide the Cloud. You acknowledge that Lonza reserves the right, at any time, to modify its Cloud subscription fee and billing methods. Your purchase of the CytoSMART™ System will provide you with a free two (2) year Cloud subscription which shall start upon your initial activation of the Cloud.

3.2 Automatic Renewal. On the expiration date of your initial two (2) year Cloud subscription, Lonza will automatically renew your subscription for one year at the current Cloud subscription fee. An invoice will be sent to you by Lonza for payment of the Cloud subscription Fee. ALL CLOUD SUBSCRIPTIONS WILL BE AUTOMATICALLY RENEWED UPON THE TERMS SET FORTH HEREIN, UNLESS SUCH CLOUD SUBSCRIPTION IS CANCELLED OR TERMINATED AS PROVIDED FOR IN SECTION 3.3. Cloud subscription fees and features may change over time. Your renewal plan will be the one we choose as being closest to your current Cloud subscription.

3.3 Cancellation/Termination. The Cloud subscription must be terminated three (3) months prior to the automatic renewal by completing and submitting the web form provided at www.lonza.com/cytosmart-unsub.

3.4 Promotional and Trial Offers. We may offer trial or promotional Cloud subscriptions ("Trial Plans") for the Cloud service. Some Trial Plans may automatically upgrade to a paid Cloud subscription at the current price at the end of the promotional or trial period unless you choose to cancel or terminate your subscription as provided in Section 3.3. If you sign up for a Trial Plan that automatically upgrades to a paid Cloud subscription, we will charge you the applicable Cloud Subscription fee at the end of the Trial Plan unless you choose to cancel your subscription. Specific terms of Trial Plans will be provided with the plans.

3.5 Additional Service Benefits. We may offer additional benefits for the Cloud, such as incremental storage capacity or free storage of certain file types, in connection with other products and services ("Additional Benefits"). Additional Benefits are separate from any Cloud subscription and are subject to any additional terms and conditions provided with the Additional Benefits or the applicable product or service.

4. USE OF YOUR IMAGES

4.1 Information Provided to Lonza. The Cloud service may provide us with information relating to your use and the performance of the Cloud, as well as information regarding the devices on which you download and use the Cloud. For example, this information may include the device type, mobile network connectivity, location of the device, information about when the Cloud is launched, individual session lengths for use of the Cloud, content used through the Cloud, or occurrences of technical errors. Any information we receive shall remain confidential.

4.2 Use of Your Images to Provide the Cloud Service. We may use, access, and retain your Images in order to provide the Cloud service to you and enforce the terms of the Agreement, and your consent to these terms and conditions provides consent for us to do so. These permissions include, for example, the rights to copy your Images for backup purposes, modify your Images to enable access in different formats, use information about your Images to organize them on your behalf, and access your Images to provide technical support. Lonza respects your privacy and your Images shall remain confidential.

4.3 Distribution to Third Parties. We will not sell, rent or trade any of your Images to third parties without your consent. Your Images will not be transferred to third parties unless provided for otherwise in this Agreement. We may store information with a third party in encrypted form on secure servers.

5. CHANGES; SUSPENSION AND TERMINATION

5.1 Changes. We may change, suspend or discontinue the Cloud, or any part of it, at any time without notice. If we discontinue the Cloud, we will give you a prorated refund of any fees paid for your Cloud subscription based on the number of full months remaining in your subscription..

5.2 Suspension and Termination. Your rights under the Agreement will automatically terminate without notice if you fail to comply with its terms. We may terminate the Agreement or restrict, suspend or terminate your use of the Cloud at our discretion without notice at any time, including if we determine that your use violates the Agreement, is improper, substantially exceeds or differs from normal use by other users, or otherwise involves fraud or misuse of the Cloud or harms our interests or those of another user of the Cloud. If your Cloud subscription is restricted, suspended or terminated, you may be unable to access your Images and you will not receive any refund of fees or any other compensation.

6. GENERAL

6.1 No Waiver. Our failure to insist upon or enforce your strict compliance with the Agreement will not constitute a waiver of any of our rights.

6.2 Amendment. We may amend this Agreement at our sole discretion by posting the revised terms in the Cloud or on Lonza.com, but any increase in Cloud subscription fees will not affect the cost of your Cloud subscription during its term. Your continued use of the Cloud after any amendment evidences your agreement to be bound by it.

6.3 Contact Information; Copyright Notices. For communications concerning the Agreement or If you believe that your work has been copied in a way that constitutes copyright infringement, please, write to Lonza Ltd., Attn: Legal Department, Muenchensteinerstrasse 38, CH-4002 Basel, Switzerland..

6.4 Governing Law and Jurisdiction. All Agreements to which these terms and conditions apply and any disputes arising thereunder are governed by the laws of Switzerland. All disputes shall be settled exclusively by the competent court in Basel, Switzerland. Nevertheless, Lonza has the right to submit disputes to the competent court in your place of domicile.

6.5 Lonza is not liable for any damage or loss arising from any breakdown and/or inaccessibility as a result of the maintenance that is reasonably required in respect of the Cloud.

6.6 Lonza is not liable for any damage or loss arising from the suspension, termination and/or restriction of the Cloud, access or the rights of use as referred to in these terms and conditions.

6.7 Claims. All claims of the user on the ground of any failures in the performance of any obligations by Lonza or any other defects in the Cloud must be submitted by registered letter within five (5) business days after the user has discovered or could reasonably have discovered such failure or defect, failing which the user's rights in this regard lapse. The rights of the user in this regard also lapse if the latter has tried to remedy an alleged defect without Lonza's express written permission. Any claim of the user does not suspend any of the user's payments obligations.

6.8 Limitations of Liability. Lonza makes no representations or warranties, express or implied, as to the accuracy or completeness of the Cloud and disclaim any liability for the use of this Cloud or any site linked to it. Lonza may change the Cloud at any time without notice but does not assume any responsibility to update it. Lonza makes no warranties, express or implied and assumes no liability in connection with any use of the Cloud and you agree that all access and use of Cloud and any information contained therein are at your own risk. Lonza (including its agents, directors, and employees) nor any other party involved in creating the Cloud is liable for any direct, incidental, special, consequential, indirect or punitive damages or other damages arising out of your access to or use of the Cloud, including but not limited to viruses or malware that may infect your computer equipment or software and any damages for lost profits, business interruption, loss of programs or other data on your information handling system or otherwise, even if Lonza or other person or entity is advised of the possibility of such damages and whether such damages arise in an action of contract, negligence or other tortious or legal action.

6.9 Should Lonza be liable for any indirect damage or loss, notwithstanding the liability exclusion of this Agreement, such liability is in any case limited to the invoice amount of the goods in respect of which Lonza is liable to pay compensation. In the event of a continuing performance contract, Lonza's liability will in any case be limited to the price stipulated (excluding VAT) for the performance of Lonza in the period of six (6) months preceding the default.

6.10. **Indemnification by User.** You shall fully indemnify Lonza against third-party claims relating to any damage or loss for which Lonza is not liable for under this Agreement.

6.11 The liability of Lonza arises only if you immediately and properly serve a notice of default on Lonza, allowing the latter a reasonable period to remedy any failure in the performance, and if Lonza continues to fail in the performance of its obligations after this period. The notice of default must specify the failure in the performance in as detailed a fashion as possible, enabling Lonza to respond to it adequately.

7. LONZA'S RIGHTS AND OBLIGATIONS

7.1 Lonza shall make an effort to achieve the best possible availability and accessibility of the Cloud.

7.2 Lonza shall make an effort to adequately protect the Cloud according to the state of art, without prejudice to your own responsibility for providing adequate security of its systems, data and other information, whether sensitive or not.

7.3 In no case does Lonza warrant (i) the unrestricted, error-free and uninterrupted access to and/or use of the Cloud; (ii) correct and damage-free data transmission; or (iii) full reliability and unhackability of the Cloud.

7.4 Lonza is at all times entitled to make changes in the log-in procedure without the user being entitled to any compensation vis-à-vis Lonza. In such cases, Lonza shall inform you about such changes as soon as possible.

8. CONFIDENTIALITY

8.1 Both parties shall take every reasonable measure in order to ensure confidentiality relating to all confidential data of which they – or any persons engaged in the execution of this Agreement become aware.