

GENOSPLICE TECHNOLOGY SERVICES TERMS OF BUSINESS

GenoSplice technology sets out services terms of business which will apply to the work we perform for the CLIENT.

1. TERMS

- After communication of a project, GenoSplice technology establishes a quote on behalf of the CLIENT outlining the services and their price.
- The quote is considered as validated when GenoSplice receives a written agreement (e-mail included) and /or a purchase order.
- The validation of the quote indicates that the CLIENT agrees with the terms of business described in this document.
- GenoSplice services will begin after the validation of the quote.
- The starting date of the project and an approximate time of completion (depending on the complexity of the project) will be communicated after reception of data uploaded by the CLIENT on the GenoSplice technology secured and dedicated user space.
- An invoice will be sent once the service will be done. Payment is made at the invoice reception date.

2. SERVICES

- Services concerned by these terms of business are:
 - o A data quality control;
 - o Data analysis at the gene and exon level (if possible);
 - o Access for 12 months at the EASANA visualization interface;
 - o Bioinformatics advisory.
- If the CLIENT uses the "Pack EASANA":
 - o GenoSplice technology will provide: 1) the data quality control, 2) the data analysis at the gene and exon level (if possible); 3) access for twelve months, from the date of the quote, to the EASANA visualization interface and 4) a "Quick Reference Card" which permits to use the interface easily.
 - o GenoSplice technology will follow the recommendations of the suppliers of DNA chips (Affymetrix, or other) for the data quality control.
 - o At the end of the 12 months period, the CLIENT can renew the visualization period for 12 more months. A new invoice will be communicated to the CLIENT.
- If the CLIENT only uses the visualization interface:
 - o GenoSplice technology will provide 1) access for twelve months, from the date of the quote, to the EASANA visualization interface and 2) a "Quick Reference Card" which permits to use the interface easily.
 - o At the end of the 12 months period, the CLIENT can renew the visualization period for 12 more months. A new invoice will be communicated to the CLIENT.
- If the CLIENT uses GenoSplice bioinformatics advisory services, a dedicated management letter will be provided including specific needs and timetable.
- If the CLIENT requires any other type of services, GenoSplice will provide a specific quote.

3. CONFIDENTIALITY

- All the results obtained by the CLIENT from services provided by GenoSplice technology will be the property of the CLIENT who is free to use them according to its own rules, after payment of the invoice.
- The skills and knowledge used by GenoSplice technology to achieve the service remain the property of GenoSplice technology, and therefore any improvement in skills and knowledge remain the property of GenoSplice technology.
- GenoSplice technology will keep confidential all the results of the CLIENT, as well as information concerning the nature of the project and samples and not to communicate them to a third party without a written allowance (e-mail included).
- The CLIENT will not publish or disclose in any manner scientific, technical or commercial information concerning GenoSplice technology, including those in connection with services provided, as this information is not publicly available. This commitment will remain in force after the termination or expiration of the service.
- As part of its business, GenoSplice technology is allowed to mention the name of the CLIENT and / or his organization, and the department where the CLIENT works.
- In accordance with scientific uses, the contribution of GenoSplice technology will be mentioned explicitly in any oral or written presentation concerning the results provided by GenoSplice technology, by acknowledgments or by being co-authors if the contribution is significant. Concerning written publication using the results provided by GenoSplice technology, the CLIENT will mention GenoSplice technology in "Materials and Methods" section (or similar).
- The CLIENT will keep inform GenoSplice technology to any publications which used the results of the services provided.

4. LIABILITY

- The CLIENT warrants that it has obtained all necessary rights and agreements (ethics, patient consent ...) to obtain data chips and their treatment by GenoSplice technology.
- The CLIENT must ensure that its use of DNA chips does not violate any patent, trademark, intellectual property, copyright.
- GenoSplice technology is committed to achieving the benefits and implement due diligence in accordance with the obligation of result imposed upon it. However GenoSplice technology assumes no responsibility regarding the number and relevance of results that can vary depending on the biological problem studied by the CLIENT.

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- When the CLIENT uses the "Pack EASANA" GenoSplice technology performs data quality control. In case of non-validation of the quality control, GenoSplice technology suggests to conduct additional experiments. If the CLIENT does not want to conduct additional experiments, GenoSplice technology disclaims any responsibility on the quality of the results of the analysis.
- In order to achieve its mission GenoSplice technology will ask to the CLIENT all the information necessary to accomplish its mission. GenoSplice technology undertakes to inform the CLIENT of all the constraints linked to its mission or difficulties encountered. GenoSplice technology would be exempted from liability in cases where the CLIENT does not provide all the information necessary to carry out its mission.
- GenoSplice technology cannot be held responsible for any loss of data after their transfer to the CLIENT. Considering the large size of data files, GenoSplice technology cannot keep copies on its server.
- In case of technical problems (server, network ...) will limit the CLIENT access to EASANA for a period exceeding 10 consecutive days, this period will not be taken account in the 12 months period access.
- If GenoSplice technology stops its visualization activity before the end of the 12 months period, no claim can be made.

5. RELATIONSHIPS WITH OTHER CLIENTS

- GenoSplice technology provides services to other clients, some of whom may be in competition with you or have interests which conflict with your own. GenoSplice technology will not be prevented or restricted by virtue of our relationship with you under these terms of business, from providing services to other clients, but GenoSplice technology will not use any confidential information for the advantage of such clients. Similarly, GenoSplice technology will not use to your advantage information received in confidence in connection with another engagement.

6. CHANGES, TERMINATION and SURVIVALS

- GenoSplice technology and the CLIENT may request changes to the services. Changes must be agreed between GenoSplice technology and the CLIENT and will be subject to modification of invoice's amount. Changes which amount to the provision of additional services, rather than adjustments to the service already agreed, must be agreed in writing. Unless otherwise agreed in writing, any further work GenoSplice carry out in connection with the services (whether or not agreed in writing) will be carried out as part these terms of business.
- GenoSplice technology and the CLIENT may be terminated the services by giving written notice which will have immediate effect. In any case, the CLIENT will pay GenoSplice technology, taking account the circumstances of termination, for time spent in providing the service up to the date of termination. Where the CLIENT terminates the services before its completion, the CLIENT will pay additional costs that we reasonably incur in connection with the early termination.
- Even in case of the expiry of the contract or its termination the provision of part 3. Confidentiality and use of data will remain in force.

7. INVALIDITY OF A CLAUSE

- Should one or several provisions of the present Agreement were to be considered or declared invalid on the grounds of a treaty, a law or a regulation, or as a consequence of a final decision by a competent jurisdiction, the other provisions will retain all their force and scope. The CLIENT and GenoSplice technology will then and without delay.

8. DISPUTES

- These terms of business are ruled by the French legislation and regulations.
- Should any difficulty arise about the interpretation or execution of the present Agreement, the CLIENT and GenoSplice technology will endeavour to solve their difference in an amicable way.
- In the event of a persistent dispute, it will be submitted to the competent Courts.

A handwritten signature in blue ink, appearing to read "Rajaud", written over a light blue horizontal line.

Marc Rajaud,
GenoSplice technology