

C-LABS SA STANDARD TERMS OF USE FOR SGS DIGICOMPLY SERVICES
("TERMS")
Version: 2018-04-04

C-LABS SA (the "Company") provides a cloud based solution "SGS DIGICOMPLY" which allows Users that are subscribers to its Web Platform, to use its content and consult data and information the Company collects from public sources as well as User's own data (the "Services"). The Services include information obtained through public searches of scientific literature, regulatory records, media reports, and other sources.

BY CLICKING ON "START MY 30-DAY FREE TRIAL" BUTTON, COMPLETING THE REGISTRATION PROCESS, BROWSING THE WEB PLATFORM, USING THE SERVICES, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND IN PARTICULAR WITH THE DISCLAIMER BELOW, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH THE COMPANY, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS PERSONALLY OR ON BEHALF OF THE COMPANY YOU HAVE NAMED AS USER, AND TO BIND THAT COMPANY TO THESE TERMS. THE TERM "YOU" REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS USER ("USER") DURING REGISTRATION ON THE WEB PLATFORM.

IF YOU AS USER DO NOT AGREE TO BE BOUND BY THESE TERMS
YOU MAY NOT ACCESS OR USE THE WEB PLATFORM OR THE SERVICES.

The Services are provided to User on basis of the following Terms ("Agreement"):

User acknowledges that it is entering into an Agreement with the Company and using the Web Platform and the Services of its own choice according to the Terms. No Agreement between User and the Company will exist for the Services until the Company accepts User's submitted order form by a confirmatory e-mail, or other appropriate means of communication.

At the time of registration for the PROFESSIONAL edition of the Services on the Web Platform and by account creation, User will be granted for a 30-day trial period with no charge for the use of the Web Platform or the Services. At any time during the trial period, User will be able to complete the registration process and subscribe to the PROFESSIONAL edition of the Services by paying the applicable licence fee. The Initial Period for the PROFESSIONAL edition of the Services will start when the trial period ends and the payment for the license fee is processed. If User has not subscribed for the PROFESSIONAL edition of the Services when the trial period ends, the free access to the Web Platform and Services will be downgraded to the BASIC edition of the Services and the PROFESSIONAL edition of the Services will no longer be accessible.

The use of, and participation in certain Services may be subject to additional terms ("Supplemental Terms") and such Supplemental Terms will be presented to User for its acceptance when User signs up for supplemental Services. If these Terms are inconsistent with the Supplemental Terms, the Supplemental Terms will control with respect to such Service.

1. Access and use of the Web Platform and Services, No Legal Advice. The Company hereby grants User a non-transferable, non-exclusive license to utilize the Web Platform and the Services as set forth herein and solely to conduct business on User's own behalf. The license granted herein extends to all updates to the Web Platform and any part thereof, as such updates are published by the Web Platform in printed, electronic or other forms or otherwise made available to User. The license granted herein is personal to User and User may use the Web Platform and the Services solely for its internal operations. User may not copy, modify, alter, revise, paraphrase, omit, change, display, store, time-share, rent, lease, sublicense, publish, distribute, transmit, transfer, assign, sell, incorporate in other products or services or the products or services of any other entity, or commercially exploit in any manner whatsoever, the Web Platform or Services or any portion thereof. All rights not expressly granted by the Company under the Agreement are reserved by the Company and may be used by the Company for any purpose.

The Web Platform and the Services are not intended as and do not constitute legal advice. The accuracy, completeness, adequacy or currency of the information obtained through the Web Platform or the Services is not warranted or guaranteed. Users accept all risks associated with use of the Web Platform and the Services. The identification of a potential changes in laws and regulations is a decision made by the Company in its best judgment. Further investigation by appropriately trained personnel may be required to determine or identify whether, in User's professional judgment, a potential risk or change actually exists.

2. Security and Data Privacy. All User's personnel within User's legal entity who use the Web Platform shall authenticate themselves to connect to the Web Platform through the personal Login Information (each a "Authorized User(s)"). Each Authorized User's Login Information cannot be shared. It is each Authorized User's responsibility to take all necessary steps to control or to prohibit unauthorized access and use. Any connection to the Web Platform made via these means of identification and security

shall be deemed to have been made by User itself. The Company may not be held responsible in the event of wrongful or fraudulent use of these methods.

User is responsible for all the Content present on the work space allocated to it on the Web Platform and of all Data which it transmits. User shall comply with all applicable laws during performance of its obligations, and other activities, pursuant to the Agreement, and shall require that its employees and agents comply with all applicable laws.

User warrants that its use of the Services, and in particular the Web Platform, including the use of Data, will not give rise to any third-party claims, including claims relating to infringement, obscenity, libel, slander, defamation or violations of rights privacy, publicity or other third-party rights.

If in the performance of the Services the Company collects or process personal data as result or in connection with the performance of the Services, the Company will comply with any applicable legislation related to the personal data protection.

3. Hosting, Availability, Maintenance, Support. The Services can involve the storing of Users' Data and Content on the Web Platform. The space available to the Users for the storage of their Data are set out in the order form or the Supplemental Terms between the Company and the User, where applicable. All rights regarding User's Data and Content remain with the User. However, User grants the Company the non-exclusive worldwide right to use the Content solely in order to provide the Company's Services to User. In particular, User grants to the Company the right to store, modify, process, translate and transmit the Content, and to sublicense the foregoing rights to its subcontractors, to the extent required to provide the services set out in this Agreement. The Company's Privacy Policies available on the Company's website explain how the Company treats User's personal data and protects User's privacy when using the Services.

The Service is available twenty-four (24) hours a day and seven (7) days a week, subject to periodic or exceptional maintenance and safety procedures (whether or not scheduled by the Company), events of force majeure and cases of suspension of the access to the Services or the Web Platform as provided herein.

User will promptly designate at least one support representative amongst the Authorized Users, who shall be User's sole authorized contact for maintenance purposes.

The Company reserves the right to amend and upgrade the Services in the context of maintenance. The Company may, at its discretion, interrupt access to the Services or the Web Platform for maintenance or upgrades, without liability. The Company will use commercially reasonable efforts to inform User of any interruption which is predicted to last for more than one (1) hour, by placing a notice on the welcome page on the Web Platform and/or inform User by email prior to such interruption.

At no additional cost to User, Support Services will be provided by the Company in accordance with the Company's support terms as described in the table below. Users can submit requests for support through the online service portal of the Web Platform and obtain the following support service from 9 to 5 CET ("Business Hours") hours from Monday through Friday on any Business Day.

Priority	Description	Response Time (Business Hours)	Next Update Time Intervals (Business Hours)
Highest	The incident stops majority of Users from using the system.	4 hours	8 hours
High	One or more Users suffer a major issue	8 hours	48 hours
Medium	One or more Users suffer a minor difficulty.	16 hours	72 hours
Low	One or more Users suffer a minor difficulty.	24 hours	N/A
Lowest	One or more users suggested ways to work better.	N/A	N/A

4. Financial conditions, Tax. After the 30 days trial period or at the time User finalises the registration and submits the related order form the payment of the applicable license fee will be due. Users agrees to pay all applicable license fees or charges for the applicable Term in advance and in accordance with the fees, charges and billing terms in effect at the time such a fee or charge is due and payable. User shall provide the Company with a valid credit card (Visa, MasterCard, or any other issuer accepted by us)

or PayPal account ("Payment Provider"), or payment information in the order form as a condition to signing up for the Services. User's Payment Provider agreement governs the use of the designated credit card or PayPal account, and User shall refer to that agreement and not the terms of this Agreement to determine its rights and liabilities. By providing the Company with the credit card number or PayPal account and associated payment information, User agrees that the Company is authorized to immediately invoice User's account for all license fees and charges due and payable to the Company hereunder and that no additional notice or consent is required. User agrees to immediately notify the Company of any change in the billing address or the credit card or PayPal account used for payment hereunder. Except as set forth in the Terms, all license fees for the Services are non-refundable.

The Company reserves the right at any time to change its fees and billing methods, either immediately by placing a notice on the welcome page on the Web Platform and/or by informing User by email.

User is obligated to pay all taxes, imports, excises, value added taxes and charges that during the term of this Agreement may be levied, imposed or charged by any federal or national, state or provincial, municipal, or other legally constituted governmental authority with respect to the license of the Web Platform and the Services and the license fee payable to the Company hereunder shall not be reduced by any such payment under this Section.

5. Intellectual Property Rights. The Services display some content that is not the Company's ("Third Party Content"). Third-Party Content is the sole responsibility of the entity that makes it available. Using the Services does not give User ownership of any intellectual property rights in the Services or the content or any Third-Party Content that User can access. User may not use content or Third-Party Content from the Services unless obtaining permission from its owner or its use is otherwise permitted by law.

The Company may review Third Party Content to determine whether it is illegal or infringes the Company's policies, and may remove or refuse to display Third Party Content that the Company reasonably believes to infringe the Company's policies or the law.

The Company retains all right, title in and to the Web Platform, the technology created, utilized or reduced to practice in the provision of the Services and all related intellectual property rights. The Web Platform is the exclusive property of the Company and/or its licensors and its related Documentation (the "Company's Materials").

User acknowledges that (a) no right or interest in the Web Platform is conveyed other than the limited licenses granted herein as per Section 1.; (b) the Company's Materials are protected by copyright and other intellectual property laws, and (c) the Company's Materials embody valuable confidential and secret information, the development of which required the expenditure of considerable time and money. User will not take or encourage any action during or after the Term that will in any way impair the Company's rights of, in and to its owned Company's Materials. User will maintain intact the copyright notices and other notice of intellectual property rights appearing in or on the Web Platform and the Documentation.

The Agreement grants no license or other right to any trademarks or domain names of the Company, including but not limited to the domain name used with the Web Platform. Such trademarks and domain names are and remain the sole and exclusive property of the Company and/or its licensors.

6. No Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEB PLATFORM AND ALL SERVICES PROVIDED TO USER ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITH ALL FAULTS. THERE IS NO WARRANTY THAT THE SERVICES AND WEB PLATFORM OR THE INFORMATION CONTAINED WITHIN WILL FULFILL ANY OF THE USERS PARTICULAR PURPOSES OR NEEDS. THE COMPANY DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE WEB PLATFORM AND THE SERVICES ACCURACY, COMPLETENESS, OR CURRENTNESS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitations on Liability. The Company shall only be liable for direct damages suffered by User, resulting from the use of the Services in compliance with the provisions of the Agreement and provided that User establishes a causal link between the alleged prejudice and a breach of the contractual obligations of the Company under this Agreement. Moreover, the Company shall not be liable for any damages in the event of (i) unauthorized and/or fraudulent access to the Services, (ii) recourse to external data processing resources other than those made available to User by the Company, (iii) non-compliance with the recommendations of the Company, and (iv) more generally, in the event of non-compliant, wrongful or fraudulent use of the Services, or (v) damaging events over which the Company does not have exclusive control, such as wrongful use and/or re-routing of data, Content, or of Login Information, the disruption of the telecommunication network, of the internet and, more generally, any element which may be imputable to User and/or its delegates.

EXCEPT FOR USER'S OBLIGATION TO PAY ALL FEES AND OTHER AMOUNTS DUE (IF ANY) UNDER THE AGREEMENT, OR BREACH OF SECTION 5., OR OF ANY OTHER RESTRICTION OR LIMITATION ON USER'S USE OF THE SERVICES OR

THE WEB PLATFORM PURSUANT TO THE AGREEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE COMPANY (NOR ITS THIRD PARTY SUPPLIERS, LICENSORS AND CONTRACTORS), NOR USER, SHALL BE LIABLE FOR ANY INDIRECT DAMAGES OR DIRECT DAMAGES WHICH MAY INCLUDE LOSS OF PROFITS, LOSS OF USE, LOSS OR CORRUPTION OF DATA, TRANSACTION LOSSES, INTERRUPTION OF BUSINESS LOSSES OR COSTS OF PROCURING SUBSTITUTE GOODS, IN EACH CASE RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATING TO THE AGREEMENT OR THE WEB PLATFORM OR DISRUPTION THEREOF, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, AND REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEN, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY'S TOTAL CUMULATIVE LIABILITY RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATING TO THE AGREEMENT, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEES PAID BY USER FOR THE SERVICES DURING THE LAST TWELVE (12) MONTHS.

The provisions of the Agreement allocate the risks between the Company and User. The aforementioned Company liability limitations shall include any claims against employees of, subcontractors of, or any other persons authorized by, or otherwise acting on behalf of the Company.

8. Indemnification. Subject to Section 7., the Company will defend and indemnify User from and against any and all losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees and costs) ("Losses") arising from any claim by a third party alleging that the use of the Web Platform during the term of the Agreement infringes directly such third party's intellectual property rights. This indemnity will not apply to claims arising from (a) acts or omissions of User not permitted pursuant to the Agreement, (b) use of the Web Platform in combination with any other software or technology not provided by the Company, or (c) Content.

The Company's indemnification obligations under this Section 8. as to a third-party claim are conditioned upon User (i) giving prompt written notice of any such claim to the Company; (ii) granting sole control of the investigation, defense and settlement of each such claim or action to the Company, (iii) providing active cooperation to the Company in good faith and, at the Company's request, assistance in the defense or settlement of the claim and (iv) having used the Services (in particular the Web Platform) in strict compliance with the Agreement, the Documentation and the Company's recommendations.

In the event a claim of infringement as described above in this Section 8. is made or in the Company's reasonable opinion is likely to be made, the Company may, at its sole option and expense: (i) procure for User the right to continue using the Web Platform under the terms of the Agreement; or (ii) replace or modify the Web Platform to be non-infringing without material decrease in functionality. If the foregoing options are not reasonably available, the Company may terminate the Agreement and refund to User all prepaid fees, if any, for the remainder of its term after the date of termination.

THE PROVISIONS OF THIS SECTION 8. STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF THE COMPANY TO USER, AND IS USER'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

User will indemnify the Company from and against any and all Losses arising from any claim by a third party alleging that use of data which it transmits to or through the Web Platform during the Term of the Agreement infringes such third party's intellectual property rights or is otherwise a violation of law. The Company's consent (not unreasonably withheld) shall be required for any settlement of such a claim.

9. Term and Termination.

The Agreement is effective from the date the Company accepts User's submitted order form. The term of the Agreement shall be as specified in the order form or the Supplemental Terms ("Initial Period"). After the Initial Period or any subsequent renewal period (the "Term"), the Agreement will automatically extend on the first day following the end of the Initial Period or any subsequent renewal period and continue for an additional equivalent period at the Company's then-applicable license fee, unless User terminates the Agreement at any time prior to the last day of the Term. User can terminate the Agreement on the Web Platform under the tab "Change/Cancel Membership" of the "Accounts Settings" page or as per the terms of the Supplemental Terms. Additionally, User has the possibility to opt out of the automatic renewal of the Agreement on the Web Platform. If a User terminates the Agreement, the Services of the Web Platform will available until the end of the applicable Term. Upon each subsequent renewal period, if the Company does not receive payment from User's Payment Provider, User agrees: (i) to pay all amounts due on User's account upon demand, and/or (ii) to allow the Company to either terminate or suspend User's access to the Services on the Web Platform and continue to attempt to charge User's Payment Provider until payment is received. Only upon receipt of payment, User's

account will be activated and for purposes of automatic renewal, User's subsequent renewal period will begin only as of the day payment was received.

In the event that User infringes or is in default of any provision of this Agreement and if the Company is required to do so by law (e.g., where the provision of the Web Platform, or the Services is, or becomes, unlawful), the Company may immediately terminate this Agreement.

Upon termination, (i) the Company will immediately cease to provide the Services, and shall have no obligation to refund any license fees paid by User hereunder, and (ii) any outstanding commitments by User to pay license fees hereunder, shall become immediately due and payable. Provided that the termination was requested by User due to a material breach by the Company, the Company shall refund to User the unused portion of any prepaid license fees, if any, on a pro rata temporis basis as to the effective date of termination and to the end date of the agreed Term.

After any termination, the Company will have no obligation to maintain or provide User's Data and will thereafter delete or destroy all copies of User's Data on the Web Platform or otherwise in the Company's possession or control as provided in the Documentation, unless legally prohibited.

10. Force Majeure. The Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials ("Force Majeure"). However, if the Force Majeure lasts longer than sixty (60) days, the Agreement may be terminated, as of right and without further judicial formalities, by either Party on written notice to the other Party with immediate effect.

12. General provisions.

The Parties are independent contractors, and neither Party shall make any undertaking in the name and on behalf of the other Party. Each of the Parties remains solely liable for its actions, allegations, undertakings, services, products and members of staff.

The failure of either Party to enforce, or the delay by either Party in enforcing, any of its rights under the Agreement shall not be deemed to be a waiver or modification by either Party of any of its rights under the Agreement.

If any provision of the Agreement is held by a court to be invalid or unenforceable in whole or in part, the Parties agree that (a) such holding shall not affect the validity or enforceability of the other provisions of the Agreement and (b) the invalid or unenforceable provisions shall be amended in a manner so as to best accomplish the objectives of the original provision to the fullest extent allowed by law.

Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and in English and shall be deemed given and effective if (a) delivered by hand or by overnight courier with tracking capabilities, (b) mailed postage prepaid by first class, registered, or certified mail, or (c) delivered by facsimile, and followed by a confirmation copy delivered via either of the methods set forth in this Section 12. in each case, addressed at: C-LABS SA, Via San Gottardo, CH-6830 Chiasso, Switzerland.

Any such notice shall be deemed given on the date received, except any notice received after 5:30 p.m. (in the time zone of the receiving Party) on a Business Day or received on a non-Business Day shall be deemed to have been received on the next Business Day. A Party may add, delete, or change the person or address to which notices should be sent at any time upon written notice delivered to the Party's notices in accordance with this Section.

If a User has any questions or complaints, the Company can be contacted at: terms@sgs.digicomply.com. The Company will do its best to address the raised concerns.

If a User comes across content on the Web Platform that may violate the law or the rights of others, it can be reported to the Company at copyright@sgs.digicomply.com. The Company's content team will carefully review the material and consider blocking, removing or restricting access to it.

13. Entire Agreement, Amendment. The Agreement constitutes the complete and entire agreement between the Parties. User expressly agrees that the Company may in its sole discretion at any time amend these Terms. The Company will make a new copy of the Terms available on the Web Platform. In case any material changes to the Terms are made, the Company will email a notice to the registered Administrator at the email address provided to the Company. Any changes to the Terms will be effective immediately for new Users of the Services. In case of material changes the amended Terms shall be effective for existing Users upon the earlier of thirty (30) days after posting notice of such changes on the Web Platform or thirty (30) days after the dispatch of the e-mail notice as described above. The Company may require User to provide consent to the updated Terms in a specified

manner before further use of the Service is permitted. If a User does not agree with the changes, he or she shall stop using the Services. User's use of the Services after this period shall constitute User's acceptance of and agreement to be bound by the amended Terms.

14. Governing Law, Arbitration, Claims.

The Terms and any dispute related thereto will be governed and interpreted by the laws of Switzerland exclusive of any rules with respect to conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. Any dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules. The arbitration will take place in Geneva, Switzerland and be conducted in the English language.

15. Definitions.

“Administrator” means an individual and representative of User, given that the Administrator shall have the full authority to bind User to the terms and conditions of the Agreement. The representative of User who proceeds to the subscription online and accept the Terms online is automatically designated as Administrator. The Administrator may be modified by sending a change request to the Company. The Administrator has the ability to designate delegated administrators.

“Business Day” means any day other than a Saturday, Sunday, or a public holiday in Switzerland.

“Company” means C-LABS SA, Via San Gottardo, CH-6830 Chiasso, Switzerland.

“Content”, “Data” means any information entered or received by User in the context of the use of the Web Platform and the Services.

“Documentation” means the English version of the documents (or any other language expressly agreed between the Parties or as defined in the Supplemental Terms, where applicable), made available by the Company throughout the term of the Agreement, in any format chosen by the Company describing the main functionalities of the Web Platform and their updates.

“Environment” means User's operating system, software, material, internet connectivity and/or network as required for the activation and operation of the Web Platform and the Services.

“Login Information” means the logins, usernames and passwords of each Authorized User.

“Party” means User or the Company individually; **“Parties”** means User and the Company collectively.

“Services” means the services provided via the Web Platform.

“Technical Requirements” means the technical environment as defined in the document entitled “Technical Requirements” available in the tab “Knowledge Base” of the Web Platform, which may be updated from time to time, corresponding to the data processing equipment required by User (material, operating system, software, internet connectivity) for the implementation, operation and use of the Web Platform, and more generally the Services and any related upgrade, in the context of the Agreement.

“Web Platform” means the English version of cloud based collaborative software solution and its associated software application as updated from time to time by the Company, and provided as part of the Services by the Company to User.