

Terms of Use and Acceptance

These terms of use are entered into by and between you (“you” or “User”) and Bio-Rad Laboratories, Inc. (“Bio-Rad,” “we,” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “Terms of Use”), govern your access to and use of <https://unity.qcnet.com>, including any content, functionality, and services offered on or through <https://unity.qcnet.com> (the “Website”), whether as a guest or a registered user.

Acceptance of Agreement

Please read the Terms of Use carefully before you start to use the Website. BY ACCEPTING THE [UNITY NEXT SERVICE AGREEMENT](#), YOU ARE ALSO ACCEPTING AND AGREEING TO BE BOUND AND ABIDE BY THESE TERMS OF USE AND OUR [PRIVACY POLICY](#). If you do not want to agree to these Terms of Use or the [Privacy Policy](#), you must not access or use the Website.

The [Unity Next Service Agreement](#) and the [Privacy Policy](#) are incorporated herein by reference. Please be advised that not all products or services appearing at this Website may be available in your geographic location.

Changes to the Terms of Use

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

Conflicting Terms

Certain sections or pages of this Website contain separate and/or additional terms and conditions, such as our [Privacy Policy](#) and the [Unity Next Service Agreement](#). In the event of a conflict, the separate and/or additional terms and conditions will prevail over the present terms of use for those sections or pages.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#).

Copyright

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Website are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Website, except as specifically allowed in these Terms of Use, is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Website. The posting of information or materials on the Website does not constitute a waiver of any right in such information and materials.

Accessing the Website

We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

Right to Access and Use the Services

These Terms of Use govern your access to and use of the Website and Services. You acknowledge and agree that but for these Terms of Use, you would have no rights or access to the Website or Services.

Subject to your compliance with these Terms of Use, Bio-Rad grants to you a limited, non-exclusive, non-transferable, license to access and use the Website and Services solely for your own internal business purposes.

User Content - Uploaded or Provided Information/Materials

In these Terms of Use, User content is information or other content, which is or may be provided to Bio-Rad or entered or uploaded by you via this Website or related means, including (without limitation) interlaboratory data, proficiency test results, statistical derivatives, pictures, graphics, document or data files, texts, opinions, personalization settings and other information.

By uploading your content to this Website, pursuant to or by reason of Website, Services or Website content use or otherwise, you automatically grant Bio-Rad, Bio-Rad Affiliates and their designees a perpetual, irrevocable, right and license to create, publish, translate, display and distribute de-identified, statistical derivative reports and data into any form or medium, including but not limited to interlaboratory reports and proficiency test reports.

However, this section does not apply to any personal information submitted by a User which identifies him or her.

You represent and warrant that:

- You own or control all rights in and to the User content and have the right to grant the license granted above to us and our affiliates, and each of their and our respective licensees, successors, and assigns.
- All of your User content does and will continue to comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User content you submit or contribute, and you, not Bio-Rad, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User content posted by you or any other user of the Website.

Software Downloads and Online Applications

Any Licensed Software programs, services or utilities available for download or as a remote application or service, from the Website content are provided by way of support and service to Users. User's use of any downloaded Licensed Software programs shall be governed also by the terms of any associated on- or off-line documents, end user license or other relevant agreements, and terms and conditions specified by the relevant vendor or licensor (EULA) (which shall supersede these Terms, in the case of any inconsistency with these Terms). Applicable EULA's may impose additional warranty and liability exclusions or limitations on the software program. The downloading of any software program constitutes acceptance of these Terms. If you do not agree with these Terms, you may not download any software program or accompanying online documentation.

Subscription or Charge Based Content and/or Services

Some or all Website content and/or Services available on or via this Website may be available conditioned on your purchase of a subscription, including but not limited to the Unity Interlaboratory Program, and all related functionality. Except where expressly provided in other applicable terms, where subscription fees or other fees are assessed with respect to Services or access, Fees shall be payable by Users in advance at the time, by the means of payment and at the rates stipulated by Bio-Rad. Bio-Rad may deny or suspend access in the event of late or non-payment of any fee due.

Service renewals may be purchased up to 30 days prior to the Service expiration date. Upon the renewal of the Service, the new subscription period start date will be the date immediately following the date of expiration of your then-current Service. Failure to renew the Service within 30 days prior to expiration may result in cancellation of the Service. You may cancel your subscription to any fee-based content and/or services by contacting your local Bio-Rad office.

Bio-Rad will make reasonable efforts to inform Users who subscribe to Fee-based content and/or Services of any fee changes in advance.

Restrictions on Use of Content

Except as authorized by law, you agree not to export or re-export the materials at this Website to any country, or to any person, entity, or end-user subject to U.S. export controls, including without limitation countries subject to U.S. embargoes or trade sanctions and persons or entities listed on the U.S. Department of Commerce Bureau of Export Administration's Denied Parties List and the U.S. Department of Treasury's Specially Designated Nationals. You may not use the materials at this Website, or any copy or adaptation thereof, in violation of any applicable laws or regulations including without limitation U.S. export laws and regulations. Subject to the foregoing, these Terms of Use permit you to view and download the materials at this Website for your personal, non-commercial use only, provided that you retain all notices regarding Bio-Rad copyright and other proprietary rights that are contained in the original materials on any copies of the materials. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the materials on our Website. You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

Disclaimers Associated with Website Content

YOUR ACCESS TO AND USE OF THIS WEBSITE IS AT YOUR OWN RISK. THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE WEBSITE ARE PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE, EXCEPT AS SPECIFICALLY PROVIDED IN THESE TERMS OF USE. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS WEBSITE AND THE PRODUCTS, SERVICES, DOCUMENTS AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE WEBSITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THESE TERMS OF USE.

ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING A FORM OR DOCUMENT IS DISCLAIMED.

BIO-RAD ALSO DISCLAIMS ALL LIABILITY FOR ANY INFORMATION AND MATERIAL CONTAINED IN ANY NON-BIO-RAD WEBSITES LINKED TO THIS WEBSITE. A LINK TO A NON-BIO-RAD WEBSITE DOES NOT MEAN THAT BIO-RAD ENDORSES OR ACCEPTS ANY RESPONSIBILITY FOR THE CONTENT OR THE USE OF SUCH WEBSITE. IF YOU DECIDE TO ACCESS ANY OF THE NON-BIO-RAD WEB SITES LINKED TO THIS WEBSITE, YOU DO SO ENTIRELY AT YOUR OWN RISK.

Your Input / Prohibited Uses

You are prohibited from posting or transmitting to or from this Website any material that is unlawful, threatening, libelous, defamatory, obscene, pornographic, or that otherwise violates anyone's rights. Bio-Rad retains the right to remove any messages including, but not limited to, any material that it deems abusive, defamatory, obscene, or otherwise unacceptable, unlawful or in violation of any third party's rights. Bio-Rad is not liable in any way for the content of messages posted by you or any other user, and such messages do not necessarily represent the ideas or opinions of Bio-Rad. You agree to indemnify and defend Bio-Rad from any third party liability incurred as the result of any material you have posted or transmitted from this Website.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Bio-Rad assumes no responsibility for reviewing unsolicited ideas for our business (like product or advertising ideas) and will not incur any liability as a result of any similarities between those unsolicited ideas and ideas that may appear in future Bio-Rad products and advertising. You agree that all rights to

materials and ideas submitted by you to Bio-Rad may be used by Bio-Rad for any purpose without compensation to you.

Restrictions on Links

If you would like to link to the Website, you must comply with all applicable laws and the following guidelines:

A website that links to this Website:

- ✓ may link to, but not replicate, this Website's content;
- ✓ should not create a browser or border environment around the Website content;
- ✓ should not imply that Bio-Rad is endorsing it or its products;
- ✓ should not misrepresent its relationship with Bio-Rad;
- ✓ should not present false information about Bio-Rad products or services;
- ✓ should not use the BIO-RAD trademark or any other trademarks owned by Bio-Rad without permission from Bio-Rad;
- ✓ should not contain content that could be construed as distasteful, offensive, or controversial

User Registration

To post, upload or download materials or data, communicate via and to access this Website, Services, resources and certain or all Website content, User is asked to provide registration details and log on. It is a condition of use of this Website and Services that all registration details User provides are and will remain true, correct, current and complete. You therefore agree to notify Bio-Rad immediately of any changes which are relevant to your registration.

You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

Logging On/Off

Where you log on in order to gain access to this Website or a part of this Website, where Bio-Rad provides a 'log-off' option, you undertake to log off and exit from your account at the end of your session. Bio-Rad reserves the right to log off logged on Users whose accounts are inactive for an extended period of time. In order to preserve quality of service for all users as a whole Bio-Rad reserves the right to disconnect you from the Service if your connection to the Service is idle or in any event after **60 minutes**.

Passwords and Account Details

User is responsible for maintaining the confidentiality of his or her password, account number, ID and other details (if any) and for all activities under User's account. Any unauthorized use of User's account or other breach of security should be reported to Bio-Rad immediately. Your registration and/or subscription is personal to you and you may not disclose or make available your account name, ID or password to others. Any disclosure by you of your account name and password may result in termination of your registration and/or subscription; and, where you register for fee/subscription-based content/Services, such termination shall be without refund.

Storage and Loss of User Content

Bio-Rad shall not be liable for any loss, deletion, removal or failure of delivery to the intended Service of User content uploaded to this Website, whether caused by computer virus, unauthorized access or otherwise. Users are encouraged to retain a back-up copy of all User content and Users undertake that they shall do so in respect of all uploaded User content.

Termination

Bio-Rad may terminate User's access to or registration through this Website if User's account is not accessed or if User does not log-on during any period of 6 months or more. In such circumstances, Bio-Rad will make attempt to send notice of termination to Users at their last notified contact address or e-mail address. Upon termination, Bio-Rad will retain User Content for a period of two years, or as deemed necessary to meet regulatory requirements.

Indemnification

You agree to indemnify, defend and hold Bio-Rad and its agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, product and service providers, and affiliates harmless from any liability, loss, claim and expense related to your violation of these Terms of Use or use of the Website.

Limitation of Liability

Bio-Rad shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (1) any errors in or omissions from the Website or any services or products obtainable therefrom, (2) the unavailability or interruption of the Website or any features thereof, (3) your use of the Website, (4) the content contained on the Website, or (5) any delay or failure in performance.

Applicable Laws

These Terms of Use shall be governed by and construed in accordance with the laws of the State of California, United States of America, without giving effect to any principles of conflicts of laws. However, to the extent that these Terms of Use conflict in any material way with any applicable law or regulation, such law or regulation shall control. You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Website and the content and materials provided therein.

Severability

In the event that any of the provisions herein shall be held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect and shall be construed as a whole in such a manner as will carry out the purpose hereof and afford Bio-Rad the maximum protection of its business interests allowed by law.

Entire Agreement

The Terms of Use constitute the entire and only agreement between us and you regarding the Website, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Website, the content, products or services provided by or through the Website, and the subject matter of the Terms of Use.

Unity Next Service Agreement

PLEASE READ THE TERMS OF THIS UNITY NEXT AGREEMENT CAREFULLY BEFORE USING THE UNITY NEXT APPLICATIONS AVAILABLE AT <https://unity.qcnet.com>.

This Bio-Rad Customer Agreement (this “Agreement”) contains the terms and conditions that govern your access to and use of the Bio-Rad Unity Next Service available at <https://unity.qcnet.com> (as defined below) and is an agreement between Bio-Rad Laboratories, Inc. (also referred to as “Bio-Rad,” “we,” “us,” or “our”) and you or the entity you represent, including any End Users to which you delegate any rights or access to Unity Next (“you” or “your” or “Customer”). This Agreement takes effect when you click an “I Accept” button or check box presented with these terms or, alternatively, once you begin using Unity Next (the “Effective Date”).

1. Your Account and Services.

1.1 Your Account. To access the Services, you must have an account associated with a valid email address. You are responsible for all activities that occur under your account, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party. We will assume that any person validly logged in under your account is authorized to further direct Bio-Rad regarding the destruction or other management of Customer Data.

1.2 Customer Data. We do not require any personally identifiable information in order to provide Services to you, other than your Account Information as described in Section 1.2.1. We will not access or use your Customer Data except: (a) to provide Unity Next; (b) to comply with law or a court (or similar) legal order; or (c) for internal business purposes, for example, analysis of aggregated user statistics. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order referred to in this Section 1.2.

1.2.1 Account Information. We will only use your Account Information in accordance with the [Privacy Policy](#), and you consent to such usage. The Privacy Policy does not apply to Customer Data.

1.3 Access and Use. Subject to and conditioned on Customer’s and its End Users’ compliance with the terms and conditions of this Agreement and the Order, Bio-Rad hereby grants Customer a non-exclusive, non-sublicensable, non-transferable, limited right to access and use the Services during the Subscription Term, solely for use in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use. Bio-Rad shall provide to Customer the Access Credentials promptly following acceptance of the Order.

1.4 Documentation License. Bio-Rad hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Subscription Term solely for Customer’s internal business purposes in connection with its use of the Services.

1.5 Reservation of Rights. Bio-Rad reserves all rights not expressly granted to you in this Agreement. Except for the limited rights and licenses expressly granted to you herein, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the Bio-Rad Content.

1.6 Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Bio-Rad may monitor Customer’s use of the Services and collect and compile Aggregated Statistics. Aggregated Statistics will be based not solely on Customer Data but also on data of other customers or third parties and will not identify Customer as the source of any information underlying the Aggregated Statistics. As between Bio-Rad and Customer, all right, title, and interest in Aggregated Statistics, and all Intellectual Property Rights therein, belong to and are retained solely by Bio-Rad. Customer acknowledges that Bio-Rad may compile Aggregated Statistics based on Customer Data input into the Services.

1.7 Changes to the Service. Bio-Rad reserves the right, in its sole discretion to discontinue the Services and to make any changes to the Services and Bio-Rad Materials from time to time as it may deem necessary or useful to maintain or enhance the quality or delivery of Bio-Rad’s services or to comply with applicable laws and regulations.

1.8 Provision of Services. Bio-Rad reserves the right to provide some or all of the Services from locations, and/or through use of subcontractors or third party providers, worldwide.

2. Use Restrictions. Customer shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works or improvements of the Services or Bio-Rad Materials; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, or transfer the Services or Bio-Rad Materials, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Bio-Rad Materials, in whole or in part; (d) bypass or breach any security device or protection used by the Services or Bio-Rad Materials or access or use the Services or Bio-Rad Materials other than by an End User through the use of his or her own then valid Access Credentials; (e) input, upload, transmit, or otherwise provide to or through the Services or Bio-Rad Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code; (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Bio-Rad Systems, or Bio-Rad's provision of services to any third party, in whole or in part; (g) remove, delete, alter, or obscure any trademarks, Documentation, warranties, or disclaimers, or any Intellectual Property Rights or proprietary rights notices from any Services or Bio-Rad Materials, including any copy thereof; (h) access or use the Services or Bio-Rad Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law; (i) access or use the Services or Bio-Rad Materials for purposes of competitive analysis of the Services or Bio-Rad Materials, the development, provision, or use of a competing software service or product or any other purpose that is to Bio-Rad's detriment or commercial disadvantage; or, (j) otherwise access or use the Services or Bio-Rad Materials beyond the scope of the authorization granted under this Section 2.

3. Customer Obligations. Customer shall at all times during the Subscription Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Services are accessed or used; and, (b) provide all cooperation and assistance as Bio-Rad may reasonably request to enable Bio-Rad to exercise its rights and perform its obligations under and in connection with this Agreement. If Customer becomes aware of any actual or threatened activity prohibited by Section 2, Customer shall, and shall cause its End Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Bio-Rad Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Bio-Rad of any such actual or threatened activity.

4. Support. Subject to the terms of this Agreement, Bio-Rad will provide Customer with reasonable technical support services in accordance with Bio-Rad's standard support offering.

5. Data Backup. The Services do not replace the need for Customer to maintain regular data backups or redundant data archives. BIO-RAD HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

6. Security. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any End User in connection with the Services; (c) all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Bio-Rad Materials by anyone by or through the Customer Systems or any other means controlled by Customer or any End User, including any: (i) information, instructions, or materials provided by any of them to the Services or Bio-Rad; (ii) results obtained from any use of the Services or Bio-Rad Materials; and (iii) conclusions, decisions, or actions based on such use; (d) the security and use of Customer's and its End Users' Access Credentials; and (e) all access to and use of the Services and Bio-Rad Materials directly or indirectly by or through the Customer Systems or its or its End Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading of Customer Data to the Services.

7. Fees and Payment. Customer shall pay Bio-Rad the fees set forth in the Order (the "Fees"). Customer shall make all payments in US Dollars (unless another currency is stated in the Order) on or before the due date set forth therein. If Customer fails to make any payment when due, without limiting Bio-Rad's other rights and remedies, Bio-Rad may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law. Bio-Rad may increase Fees after the first contract year of the Subscription Term, by providing written notice to Customer at least sixty (60) calendar days' prior to the commencement of that contract year, and the Order will be deemed amended accordingly. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other

similar taxes, duties, and charges of any kind imposed by law or regulation on any amounts payable by Customer hereunder, other than any taxes imposed on Bio-Rad's income.

8. Verification. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles for a period of three (3) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. At Bio-Rad's written request, Customer shall furnish Bio-Rad with a document signed by Customer's authorized representative verifying that the Services are being used pursuant to the provisions of this Agreement. Customer agrees to provide such information and documents reasonably requested by Bio-Rad with respect to Customer's use of, and payment of Fees for, the Services. If the verification described in this Section reveals that Customer has underpaid Fees to Bio-Rad, Customer shall promptly pay to Bio-Rad such Fees at the prices set forth in the Order. Customer is responsible for implementing reasonable means to monitor Customer's compliance with the terms of the Agreement.

9. Confidentiality. From time to time during the term of this Agreement, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Without limiting the foregoing: all Bio-Rad Materials are the Confidential Information of Bio-Rad and all Customer Data are the Confidential Information of Customer. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's and its Affiliates' officers, directors, employees, consultants, and agents ("Authorized Representatives") on a need-to-know basis, provided that each such Authorized Representative has signed an agreement containing confidentiality and non-use obligations no less restrictive than those set forth in this Section. Each party will be responsible for any breach of this Agreement by its Authorized Representatives. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order, so far as it is lawful and practicable to do so prior to such disclosure, shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information will expire five years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Intellectual Property Rights.

10.1 Bio-Rad Materials. All right, title, and interest in and to the Bio-Rad Materials, including all Intellectual Property Rights therein, are and will remain with Bio-Rad and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. Customer has no right, license, or authorization with respect to any of the Bio-Rad Materials except as expressly set forth in Section 1.3 or the applicable third-party license, in each case subject to Section 2. All other rights in and to the Bio-Rad Materials are expressly reserved by Bio-Rad.

10.2 Customer Data. Bio-Rad acknowledges that, as between Bio-Rad and Customer, Customer owns all right, title, and interest, including all Intellectual Property Rights, in and to the Customer Data. Customer hereby grants to Bio-Rad a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Bio-Rad to provide the Services to Customer.

11. Disclaimer of Warranties. ALL SERVICES AND BIO-RAD MATERIALS ARE PROVIDED "AS IS." BIO-RAD SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, BIO-RAD MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR BIO-RAD MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE,

SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS. YOU ASSUME SOLE RESPONSIBILITY AND LIABILITY FOR ANY DOCUMENTS OR INFORMATION GENERATED BY THE SERVICES OR PROVIDED TO YOU IN CONNECTION WITH THE SERVICES OR UNITY NEXT APPLICATIONS.

12. Indemnification. Subject to the terms of this Section, Bio-Rad shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) actually payable to unaffiliated third parties arising from claims, demands, suits, or proceedings ("Claims") brought against Customer by such third parties alleging that the use of the Services as contemplated hereunder infringes the valid United States patent, copyright, trademark or trade secret of such a third party; provided, that Customer (a) promptly give written notice of any such Claim to Bio-Rad; (b) give Bio-Rad sole control of the defense and settlement of the Claim; and (c) provide to Bio-Rad, at Bio-Rad's cost, all reasonable assistance. The foregoing obligations do not apply with respect to portions or components of the Services (i) not created by Bio-Rad, (ii) resulting in whole or in part in accordance with Customer's specifications or data/content, including Customer Data (iii) that are modified or combined with other products, processes or materials where the alleged infringement relates to such combination, (iv) where Customer continues the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, (v) where Customer's use is not strictly in accordance with this Agreement and all related documentation, or (vi) any breach of this Agreement by or fault of Customer. Customer will indemnify Bio-Rad from all damages, costs, settlements, attorneys' fees and expenses related to any claim of infringement or misappropriation excluded from Bio-Rad's foregoing indemnity obligations. Bio-Rad reserves the right to do the following at its sole option and expense in the event of a Claim: procure the right to continue providing the Services in compliance with this Agreement; modify the Services to make them non-infringing without materially reducing their functionality; or replace the Services with a non-infringing, functionally-equivalent alternative.

13. Limitations of Liability. IN NO EVENT WILL BIO-RAD BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BIO-RAD WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL BIO-RAD'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO BIO-RAD UNDER THIS AGREEMENT IN THE ONE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, WHICHEVER IS LESS. Except for actions for nonpayment or breach of Bio-Rad's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than two years after the cause of action has accrued.

14. Term and Termination. This Agreement is valid for the term indicated on the Order (the "Subscription Term"). The Subscription Term shall commence when Customer begins using the Services, or as otherwise set forth in the Order. Customer may renew the Subscription Term subject to Bio-Rad's then-current applicable policies, Fees and terms. In the event of any material breach of the Agreement by either party, the non-breaching party shall have the right to terminate the Agreement if such breach has not been cured within thirty (30) days of written notice from the non-breaching party specifying the breach in detail. Bio-Rad may immediately suspend or cancel Customer's and End Users' access to the Services during such cure period if (i) Customer fail to make payment due to Bio-Rad under the Agreement and do not cure such nonpayment within ten (10) business days after Bio-Rad has provided Customer with notice of such failure, or (ii) Customer violates any provision within Sections 1.3 or 2 of this Agreement. Any suspension by Bio-Rad of the Services under the preceding sentence shall not excuse Customer from its obligation to make payment(s) under the Agreement. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, use restrictions and indemnity obligations, confidentiality obligations, warranty disclaimers, and limitations of liability. Upon expiration or termination of this Agreement, Customer shall immediately cease all use of any Services or Bio-Rad Materials. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund. Notwithstanding anything to the contrary in this Agreement, Bio-Rad may also retain Customer Data in Bio-Rad Systems until such Customer Data is deleted in the ordinary course of its business.

15. Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond

such party's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

16. Export Regulation. The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

17. US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

18. Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that Bio-Rad may, without Customer's consent, include Customer's name and other indicia in its lists of Bio-Rad's current or former customers of Bio-Rad in promotional and marketing materials.

19. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in English and provided as follows: (a) We may provide any notice to you under this Agreement by: (i) posting a notice on the Bio-Rad Site; or (ii) sending a message to the email address then associated with your account. (b) To give us notice under this Agreement, you must contact us via any means designated in writing (including electronically) by Bio-Rad. Notices we provide by posting on the Bio-Rad Site will be effective upon posting and notices we provide otherwise will be sent at the time of transmission and thus effective as of transmission. It is your responsibility to keep your contact information current.

20. General Provisions.

20.1 Enter Agreement; Waiver. This Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the Order, represents the parties' entire understanding relating to the Services, and supersede any prior or contemporaneous, conflicting or additional, communications. The terms of this Agreement shall control over any different or additional terms of any purchase order or other non-Bio-Rad ordering document, and no terms included in any such purchase order or other non-Bio-Rad ordering document shall apply to the Services. In the event of a conflict between the terms of this Agreement and an Order, the terms of the Agreement shall control. The failure of either party to enforce any right or provision in the Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

20.2 Governing Law. This Agreement will be governed by the laws of California as applied to contracts entered and performed in California without reference to principles of conflicts of laws. The Uniform Computer Information Transactions Act, the United Nations Convention on the International Sale of Goods, will not apply to the Agreement. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Any disputes, actions, claims or causes of action arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the state courts of California, and the federal courts of the Northern District of California.

20.3 Assignment. Customer may not assign the Agreement without the prior written approval of Bio-Rad. Bio-Rad may assign and transfer any of its rights and obligations under this Agreement without Customer consent. Any purported assignment in violation of this section shall be void.

20.4 Severability; Headings. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

20.5 Independent Contractors. No joint venture, partnership, employment, or agency relationship exists between Bio-Rad and Customer as a result of the Agreement or use of the Services.

21. Definitions.

“Access Credentials” means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Services.

“Affiliate” means any corporation, partnership, limited liability company, or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities or otherwise.

“Aggregated Statistics” means data and information related to Customer’s use of the Services or which incorporates or is derived from the Processing of information, data, and other content by or through the Services, that is used by Bio-Rad in an aggregate and anonymized manner, including to compile statistical and performance information and reports related to the provision and/or operation of the Services such as interlaboratory reports and proficiency reports.

“Bio-Rad Materials” means the Services, Documentation, and Bio-Rad Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Bio-Rad or any Bio-Rad subcontractor in connection with the Services or otherwise comprise or relate to the Services or Bio-Rad Systems. For the avoidance of doubt, Bio-Rad Materials include Aggregated Statistics and any information, data, or other content derived from Bio-Rad’s monitoring of Customer’s access to or use of the Services, but do not include Customer Data.

“Bio-Rad Personnel” means all individuals involved in the performance of Services as employees, agents, or independent contractors of Bio-Rad or any subcontractor.

“Bio-Rad Site” means <https://unity.qcnet.com> (and any successor or related site designated by us), as may be updated by us from time to time.

“Bio-Rad Systems” means the information technology infrastructure used by or on behalf of Bio-Rad in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Bio-Rad or through the use of third-party services.

“Customer Data” means information, data, and other content, in any form or medium, which is collected, downloaded, or otherwise received, directly or indirectly from Customer or an End User by or through the Services. For the avoidance of doubt, Customer Data does not include Aggregated Statistics or any other information reflecting the access or use of the Services by or on behalf of Customer or any End User.

“Customer Systems” means the Customer’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

“Documentation” means any manuals, instructions, or other documents or materials that Bio-Rad provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Bio-Rad Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

“End User” means any individual or entity that directly or indirectly through another user: (a) accesses or uses Customer Data; or (b) otherwise accesses or uses Unity Next under your account. The term “End User” does not include individuals or

entities when they are accessing or using the Services or any Content under their own Bio-Rad account, rather than under your account.

“Harmful Code” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any End User from accessing or using the Services or Bio-Rad Systems as intended by this Agreement.

“Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Order” means the Unity Next document(s), which describes Customer’s order-specific information, such as the Unity Application ordered, the subscription term, and applicable Fees.

“Privacy Policy” means the privacy policy located at <https://gcnet.com/tabid/842/Default.aspx> as it may be updated by us from time to time.

“Process” means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content. “Processing” and “Processed” have correlative meanings.

“Services” means the “Unity Next Applications” and including, without limitation, all linked pages, content and offline components accessed by or provided to Customer in connection with the Unity Next Applications.

“Third-Party Materials” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Bio-Rad.

“Unity Next Application” is a single purpose application or service that provides a subset of functionality that we make available to you in order to analyze, review, aggregate, compile, or otherwise review Customer Data. The Unity Next Application is hosted in the Unity Next platform and includes such applications as Unity Next Essentials and QC Lot Viewer. Your use or access to Service Offerings are governed by this Agreement as well as any Service Offering-specific Service Terms that we may provide to you.

Privacy Statement

Please click [here](#) for the Unity Next Web Site [Privacy Policy](#).