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1 LICENSE TERMS AND CONDITIONS

- 1.1 The Scope of this Agreement is the Mobile App Software and in particular User's rights to use it.
- 1.2 Subject to User's download of the Mobile App Software and upon User's acceptance of this Agreement, Roche grants to User, a limited right and license to personally use the Mobile App Software pursuant to the terms and conditions contained in this Agreement. The terms of this Agreement will govern any upgrades provided by Roche that replace and/or supplement the original Mobile App Software, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

Roche grants User a non-exclusive, non-transferable and non-sub-licenseable right, solely for the purpose to personally use the Mobile App Software to (i) connect the Mobile App Software and exchange data with cobas® IT 1000, (ii) replace a device connected to cobas® IT 1000, (iii) updated training records in cobas® IT 1000, (iv) review the detailed status of an operator, (v) organize trainings for the operators, (vi) check device status, and (vii) update device location or (viii) add operators (the “**Purpose of Use**”).

In the event User grants multiple individuals’ access to this Mobile App Software, User shall do so at his own risk.

User shall access the Mobile App Software only through the use of those mobile telephone or handheld devices owned, leased or otherwise controlled by User (“**Devices**”) and access the Mobile App Software only through the use of those Devices connected to cobas® IT 1000. User shall not: (i) access or use the Mobile App Software beyond the Purpose of Use, (ii) grant access to the data maintained in the Mobile App Software to any third party, (iii) copy the Mobile App Software or its interface screens in whole or in part or (iv) modify, adapt, translate, reverse engineer, decompile or disassemble the Mobile App Software except as technically required to secure the Purpose of Use after consultation with Roche.

- 1.3 User shall cooperate with Roche, and shall render all reasonable assistance requested by Roche, to assist Roche in preventing and identifying any use of, or access to, the Mobile App Software in violation of this Agreement or violation of applicable laws.

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3 SOURCES AND UPDATES

Roche may modify or update this Mobile App Software at any time without notice but does not assume any responsibility to modify or update it. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Mobile App Software.

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User expressly acknowledges and agrees that all access to, and use of the Mobile App Software and the content thereof is at its own risk. To the maximum extent permitted by law, the Mobile App Software is provided "as is" without any representation or warranty of any kind, whether express, implied, or statutory, including, but not limited to, warranties and/or conditions of merchantability, satisfactory quality, suitability or fitness for a particular purpose or use, accuracy, adequacy, completeness, reliability, usefulness and non-infringement of third-party rights. In the event of any failure of the Mobile App Software to conform to any statutorily applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Mobile App Software.

5 LIMITATION OF LIABILITY

- 5.1 To the fullest extent not prohibited by law, under no circumstances shall Roche nor any other party involved in creating, producing or delivering this Mobile App Software be liable in any manner whatsoever, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss whatsoever including without limitation loss of profit, loss of data, loss caused by technology malfunction, loss caused by business interruption, loss of business opportunity or any other direct, indirect, incidental or consequential loss arising out of your access to, use or inability to use this Mobile App Software or any errors or omissions in the content thereof or in connection with these terms and conditions of use.
- 5.2 Irrespective of the cause of action, Roche' liability shall be limited to damages caused by Roche, its employees or subcontractors due to wilful misconduct, gross negligence or, in case of a violation of an essential contractual duty, simple negligence. Duties are being considered essential if necessary for the due execution of this Agreement so that User can regularly expect proper observation.

- 5.3 If Roche is held liable for simple negligence under Section 5.1, Roche Diagnostic's liability shall be limited to those typical damages that were reasonably foreseeable at the time the Agreement was concluded or, at the latest at the time of the violation of the relevant contractual duty.

6 ACKNOWLEDGEMENTS

User will be assumed to have obtained permission from the owners of the Devices that are controlled, but not owned, by you (“**Third Party Devices**”) and to download or stream a copy of the Mobile App Software onto the Third Party Devices. User accepts responsibility in accordance with these terms and conditions of use of the Mobile App Software on or in relation to any Device, whether or not it is owned by you.

7 PERSONAL INFORMATION

User acknowledges that he is solely responsible for collecting, processing and using the personal information he enters into the Mobile App Software, and that he agrees to take any sensible precautions, in particular in terms of secure access to their Device, so that said information cannot be accessed by unauthorized third parties, in compliance with his obligations.

The Cobas App Privacy Policy describes in detail how personal data of Users is collected and used.

8 MISCELLANEOUS

- 8.1 If any provision of this Agreement is invalid or unenforceable under any applicable laws, the remaining provisions shall not be affected in any way. The provision that is unenforceable or that contains a gap will be deemed replaced by such enforceable and gap-free provision as the parties would reasonably have agreed if they had been aware of the defect.
- 8.2 This Agreement shall be governed by the laws of Switzerland; the application of the UN Convention on Contracts of the International Sales of Goods is excluded.
- 8.3 Complaints or claims with respect to the Mobile App Software should be directed to Roche (+41-41-7987470; christoph.kellerhals@roche.com).
- 8.4 Roche and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of the EULA, and that, upon your acceptance of the terms and conditions of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against you as a third party beneficiary thereof.