navify© Portal ("DiaLog") & navify© Marketplace ("Marketplace") TERMS OF USE Version dated 01.12.2022

Provider of DiaLog. For purposes of these Terms, "Roche", "we" or "us" shall mean: (i) when in relation to DiaLog: Roche Diagnostics International AG (ii) when in relation to the DiaLog enabler or distributor: a company-member of Roche Group other than the above that operates in the country where DiaLog is made available to You ("Roche Affiliate"); and (iii) when in relation to Roche acting as a service provider: Roche Diagnostics International AG, Roche Affiliate and/or any other company-member of Roche Group that is providing services that are requested by You in relation to DiaLog.

This may include companies and members of Roche Group that are owned or controlled by the Roche Diagnostics International AG, or such that are owned or controlled by the ultimate parent company of Roche Diagnostics International AG. You can learn more about Roche Group and Roche Affiliates worldwide by visiting: https://www.roche.com/about/business/roche worldwide.htm.

Acceptance of these Terms. By registering on DiaLog, You agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including these additional terms and conditions and policies referenced herein and/or available by hyperlink, including our Privacy Policy. We offer many services, tools, products, software, and offerings on DiaLog (the "Services"), including but not limited to, all information, tools and Services available from this website (or "site") to You (the "user", "You," "company") conditioned upon Your acceptance of such terms, conditions, policies and notices in or referenced in the Terms of Use. Please read these Terms carefully before accessing or using DiaLog. By accessing or using any part of the site, You agree to be bound by these Terms

Provider of DiaLog & Marketplace description and purpose. DiaLog is the digital portal, providing customers access and usage to a range of services, insights and recommendations all in one place to empower labs and manage daily routines, in the laboratory, more efficiently. DiaLog portal hosts a collection of specialized support solutions called eServices or Roche Applications ("Roche Applications"). Each Roche Application is purpose-built to assist with specific tasks. Example of the Roche Applications offered by DiaLog:

- eLabdoc
- Online Support
- Roche Diagnostics Academy
- Roche Mobile Ordering
- Service Analytics and others.

Marketplace. Within DiaLog, a Marketplace ("Marketplace") is available. The guiding principle of Marketplace is simple - we want to provide a way for users to purchase different Roche Applications or Third Party Applications ("Third Party Applications"). We do this by offering Marketplace where every Roche Application or Third Party Application is reviewed by experts and an editorial team helps users discover new applications every day. Marketplace is the One Central Point for You to Discover, Review, Learn More and Acquire the Roche Applications or Third Party Applications. Application Owners and Third Parties have the means to monitor and manage the lifecycle of their applications and configure target markets and user groups on the Marketplace.

The Marketplace also delivers the capabilities to Advertise and provide early access of new digital solutions or versions to users for supporting the exploration and validation of new concepts or releases.

User Registration. Access. To access and use DiaLog, You must register for a DiaLog account ("Account"). To complete Your Account registration, You must provide us with Your full legal name, business address, phone number, a valid email address, and any other information indicated as required. DiaLog may reject Your application for an Account, or cancel an existing Account, for any reason, at our sole discretion. Regulation on DiaLog allows You to enter the Marketplace without additional steps (single sign on feature is being enabled).

Email Address. You acknowledge that DiaLog will use the email address You provide on opening an Account or as updated by You from time to time as the primary method for communication with You ("Primary Email Address"). You must monitor the Primary Email Address You provide to DiaLog and Your Primary Email Address must be capable of both sending and receiving messages. Your email communications with DiaLog can only be authenticated if they come from Your Primary Email Address.

It is Your responsibility to protect Your registration data from unauthorized access by third parties; or abuse or use with fraudulent intent. Roche has the right to block Your account if we believe Your usage hereunder constitutes a violation of law, abuse or fraud.

Use of DiaLog. Once You complete the DiaLog registration process, Roche shall grant You a revocable, nonexclusive, non-transferable, limited license to access and use DiaLog solely for Your internal business purposes and strictly in accordance with these Terms. You agree not to, and You will not permit others to: (i) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise exploit DiaLog commercially or otherwise; (ii) use DiaLog for any purpose other than as permitted by this section or otherwise inconsistent with DiaLogs' intended use; (iii) modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer DiaLog in whole or in part; (iv) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Roche or its affiliates, partners, suppliers or the licensors of DiaLog; or (v) use DiaLog in a manner that violates applicable law. Roche expressly reserves the right, in its sole discretion, to terminate Your access to DiaLog due to any act that would constitute a violation of these Terms.

Third Party Applications. DiaLog may display, include or make available Third Party Applications including data, information, applications, marketing materials, any content supported by Third Party Applications and other products, services or links to third-party products, websites or services. You understand that DiaLog may provide You with access to Third Party Applications. DiaLog does not warrant or support Third Party Applications or any content provided by Third Party Applications (whether or not these items are designated by DiaLog as "powered", "verified" or otherwise) and disclaims all responsibility and liability for these items and their access to DiaLog, including their modification, deletion, disclosure or collection of Your data. Third Party Applications and links thereto are provided solely as a convenience to You and Your access and use of such is entirely at Your own risk and subject to such third parties' terms and conditions. Any such terms shall constitute a separate agreement solely between You and the Third Party Application provider, and Roche shall not be a party or a beneficiary thereunder.

You acknowledge and agree that Roche shall not be responsible for any Third Party Applications, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality as well content or materials provided by Third Party Applications or any other aspect thereof. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ROCHE DOES NOT ASSUME AND SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY THIRD-PARTY APPLICATIONS.

Roche Applications. Each User is entitled to use the Services and Roche Applications on DiaLog, subject to these Terms or subject to separate terms and conditions of such Roche Applications. All rights, including but not limited to all Intellectual Property Rights, to Roche Applications, Services, upgrades, updates, modifications, content, thereof and all related documentation shall at all times remain solely the exclusive property of Roche or the respective rights holder. Users are solely responsible for all use of Services and Roche Applications and shall use the Services in compliance with all applicable privacy and export laws, rules, regulations and sanctions programs.

Updates of DiaLog. Roche reserves the right to modify, suspend or discontinue, temporarily or permanently, DiaLog or any service to which it connects, with or without notice and without any liability to You. Any and all such changes are at Roche's sole discretion. Roche may from time to time provide enhancements or improvements to the features and/or functionalities of DiaLog, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates"). Updates may modify or delete certain features and/or functionalities of DiaLog. You agree that Roche has no obligation to (i) provide any updates; or (ii) continue to provide or enable any particular features and/or functionalities of DiaLog to You. You further agree that all Updates will be deemed to constitute an integral part of DiaLog, and subject to the Terms. Updates may be made via the internet or other connectivity means, and may be effected without prior notice.

Privacy, Data Security and Confidentiality. Roche takes its obligation to protect Your privacy seriously and is committed to protecting the confidentiality of Your personal and medical information. Please review the DiaLog and Marketplace Privacy Policy, which explains how Roche may use and disclose Your personal information.

Data Analytics. Roche collects and retains certain non-personal information to help improve our products and services, as well as for internal research or other business purposes ("Roche Purpose"). This information may include, and is not limited to, Your feedback about Your use of DiaLog, aggregated data, analytics, and non-personal information resulting from Your use of DiaLog. The non-personal information collected and used for Roche Purpose will not personally identify You.

Roche Intellectual Property. Except for the limited license and use rights expressly granted to You under these Terms, all title to and rights in DiaLog, including any and all technology, software and content, including ownership rights to all patents, copyrights, trademarks, service marks, trade dress, trade secrets and other technology, including any derivatives of and all goodwill associated with the foregoing, are the exclusive property of Roche and/or its affiliates. Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by You to Roche with respect to *DiaLog shall be the sole and exclusive property of Roche. Roche shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to You.

Copyrights, Trademarks and Service Marks. Except as otherwise indicated, all content on DiaLog including text, photographs, graphics, logos, button icons, images, artwork, names, logos, trademarks, service marks, forms, audio, video, questionnaires, and software, is the property of Roche, its affiliates, or its licensors and is protected by international copyright laws and other applicable laws. The compilation of all content on DiaLog is the exclusive property of Roche and is protected by international copyright laws and other applicable laws. Unless specifically authorized in writing by Roche, any use of these materials, or of any materials contributed to DiaLog by entities other than Roche, on any other website or networked computer environment for any purpose is prohibited.

No Warranties. DIALOG IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF DIALOG IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ROCHE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, OR THIRD-PARTY SERVICE PROVIDERS SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO LEGAL WARRANTY, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, INTEGRITY OR COMPLETENESS OF THE CONTENT, THIRD PARTY CONTENT, OR THAT DIALOG WILL BE ERROR-FREE OR UNINTERRUPTED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY ROCHE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, OR THIRD-PARTY SERVICE PROVIDERS WILL CREATE A WARRANTY. ROCHE DOES NOT WARRANT THE RESULTS OF USE OF THE SERVICE, AND YOU ASSUME ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO. YOU ARE HEREBY NOTIFIED, ACKNOWLEDGE AND AGREE THAT IN USING THE SERVICE, INFORMATION PROVIDED BY YOU MAY TRAVEL THROUGH THIRD PARTY INFRASTRUCTURE. UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, ROCHE MAKES NO WARRANTY WITH RESPECT TO THE SECURITY OF SUCH THIRD PARTY INFRASTRUCTURE.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or conditions or the limitations on the statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You.

Limitation of Liability; Indemnity. YOU UNDERSTAND AND AGREE THAT YOUR USE OF DIALOG IS VOLUNTARY AND ENTIRELY AT YOUR OWN DISCRETION, AND THAT YOUR SOLE REMEDY FOR DISSATISFACTION WITH DIALOG AND/OR DIALOG-RELATED SERVICES IS TO STOP USING DIALOG.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ROCHE AND ITS AFFILIATES, SUPPLIERS, AND OTHER THIRD PARTIES INVOLVED IN PROVIDING DIALOG AND ITS SERVICES ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM PERSONAL INJURY, EMOTIONAL DISTRESS, WRONGFUL DEATH, LOST PROFITS, LOST INCOME, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO DIALOG, DIALOG-RELATED SERVICES AND PRODUCTS, CONTENT OR INFORMATION CONTAINED WITHIN DIALOG, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS INCLUDES, BUT IS NOT LIMITED TO, DAMAGES RESULTING FROM ACTIONS TAKEN BY YOU OR OTHERS IN RELIANCE ON INFORMATION PROVIDE THROUGH DIALOG, MISDIRECTION OR INTERCEPTION OF INFORMATION, OR INTENTIONAL OR UNINTENTIONAL BREACHES OR ACCESS OCCURRING BECAUSE YOU PERMITTED OTHERS TO ACCESS YOUR MOBILE DEVICE OR YOUR ACCOUNT. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or release the responsibility for intentional or negligence acts in advance, or otherwise limit the ability to exclude liability, so the above limitation of exclusion may not apply to You.

Term and Termination.

These Terms shall remain in effect until terminated by You or Roche. Roche may, in its sole discretion, at any time and for any reason or no reason, suspend or terminate Your access to DiaLog with or without prior notice. These Terms will terminate immediately, without prior notice from Roche, in the event that You fail to comply with any provision of these Terms. Your use of DiaLog may also be subject to other local, state, national, or international laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

Contact Information. If You are experiencing an issue using DiaLog please contact Roche Technical Support via the link available in DiaLog.