MIAGEN MASTER SERVICES TERMS & CONDITIONS

1 DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires or unless otherwise specified:

1.1. "Agreement" means these terms and conditions and any addenda, documents or materials referred to herein.

1.2. "Charges" means Fees and Expenses.

1.3. "Computer Systems" means and includes

    1.3.1. "hardware", being any computer equipment owned or used by or for the benefit of the relevant Party at any time, including, without limitation, communication systems, servers, infrastructure and networks and components or elements of the foregoing such as handheld devices, servers, firmware, screens, terminals, keyboards, disks, cabling and other peripheral and associated electronic equipment, and

    1.3.2. "software", being any set of instructions for execution by a computer processor (including both source and object code) used by or for the benefit of the relevant Party at any time irrespective of application, language or medium and including for the avoidance of doubt any codes or sets of instructions that are embodied or incorporated in any firmware and related technical documentation.

1.4. "Consultants" means the skilled consultants and/or employees of MIAGEN provided and made available by MIAGEN to CLIENT pursuant to the terms of the Agreement and any reference to MIAGEN servants or agents throughout the Agreement shall include the Consultants.

1.5. "Data" means data, whether relating to the business of CLIENT or otherwise held on CLIENT Computer Systems.

1.6. "Data Protection Laws" means (i) the Irish Data Protection Acts 1988 to 2018 (and any successor or replacement to that legislation in Ireland); (ii) the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, (and any successor or replacement to that legislation in Ireland); (iii) the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016) (the "GDPR") and any consequential data protection legislation implementing or complementing the GDPR in Ireland; and (iv) any guidance and/or codes of practice issued by the Irish Data Protection Commission or other relevant supervisory authority, including without limitation the European Data Protection Board, in each case as amended, supplemented or replaced from time to time.

1.7. Data Subject" means an individual who is the subject of Personal Data.

1.8. "Effective Date" is the date of the last signature to the first TOR agreed between the Parties.

1.9. "Expenses" means the limited allowable expenses which are incurred by MIAGEN and chargeable to CLIENT pursuant to clause 6 hereof.

1.10. "Fees" means such fees charged to CLIENT for the provision of the Services pursuant to clause 6 hereof.

1.11. "Fixed Price" means where detailed specifications are prepared by CLIENT and agreed by MIAGEN a fixed amount is charged for the Services.

1.12. "Intellectual Property Rights" means all intellectual property rights of whatever nature including but not limited to patents, trademarks, trade names, goodwill associated with trademarks or trade names, get up, trade dress, business names, domain names, inventions, copyrights (including copyright in computer programs) and related rights, database rights, design rights, semi-conductor topography rights, know how and trade secrets, inventions

and other patentable subject matter, whether registered or not, whether or not capable of registration and all applications and rights to make applications for registration of any of the foregoing rights throughout the world, together with all other rights of a similar or corresponding character which now or in the future may subsist in any part of the world.

1.13. "Material(s)" means any design, specification, instruction, information, data or other like documents supplied by either Party to this Agreement to the other for the performance of the Services.

1.14. "Personal Data" has the meaning given to that term in Article 4 of the GDPR and includes special categories of personal data and in the context of this Agreement, means the data which is provided to the Processor by the Controller or its authorised agents.

1.15. "Personal Data Breach" has the meaning given to that term in Article 4(12) of the GDPR.

1.16. "PID" means a project implementation document prepared in accordance with Clause 3.1 as amended from time to time by agreement

1.17. "Processing" has the meaning assigned to it in Article 4(2) of the GDPR and the term "process" shall be construed accordingly.

1.18. "Services" means those services required to be provided by MIAGEN to complete the project plan.

1.19. "Standard Working Day" means the hours of 9:00am to 5:30pm UTC (inclusive of one hour lunch break) during the Standard Working Week.

1.20. "Standard Working Week" means Monday to Friday UTC inclusive excluding any public holidays.

1.21. "Terms of Reference" also "TOR" means the standard form for specifying Services in the form set out in Appendix A , or such other form as may be agreed.

1.22. "Time and Materials" also "T&M" means the Services will be charged based on the time and outlay incurred in providing the Services.

Headings are for convenience only and shall not affect the construction or interpretation of this Agreement.

2   AGREEMENT

2.1 MIAGEN will provide to CLIENT the Services and the Deliverables specified in any written Terms of Reference to this Agreement which, once executed by the Parties, shall be incorporated into and form a part of this Agreement.

3   GENERAL OBLIGATIONS OF MIAGEN

3.1   On or prior to commencement of the Services MIAGEN shall, if deemed appropriate by MIAGEN or requested by CLIENT, prepare and agree with CLIENT a PID which will govern the manner, timing and delivery of the Services.

3.2   Inter alia, the PID shall include a plan for project governance, milestones, responsibilities, change management, reporting and, in the case of T&M services estimates of effort required to complete the project.

3.3   MIAGEN shall use reasonable endeavours to ensure that the Services shall be provided to CLIENT within the proposed effort estimates or timelines set out in the PID.

3.4   MIAGEN shall use reasonable endeavours to procure that the Consultants shall devote such time as is necessary to ensure that the Services are provided within the timelines proposed within the PID.

3.5 MIAGEN agrees to provide the Services to CLIENT and make available to CLIENT the services, skills and expertise of the Consultants for the duration of the Agreement on an 'as required'

basis to ensure the timely provision of the Services to CLIENT and otherwise in accordance with the terms of this Agreement at the Fees outlined in a TOR.

3.6 MIAGEN shall provide the Services with reasonable care and skill to the best of the skill and ability of the Consultants.

3.7 MIAGEN shall, and shall procure that the Consultants shall, liaise with CLIENT representative (as advised to MIAGEN by CLIENT from time to time) both in the provision of the Services and Deliverables and in reaching mutual agreement as to the project management of the Services to be supplied pursuant to this Agreement.

3.8 MIAGEN shall provide the Services at MIAGEN offices or, if necessary, at CLIENT premises, to ensure delivery of the Services.

3.9 For T&M Services all time spent by the Consultants in the provision of the Services shall be accurately and completely recorded by MIAGEN. Individual timesheets and accurate records of the time spent in providing the Services in the MIAGEN standard form shall be made available to the CLIENT by MIAGEN upon request.

3.10 MIAGEN shall, and shall procure that the Consultants shall, promptly give to CLIENT all such information and reports as it may reasonably require in connection with any matter relating to the provision of the Services or the Agreement, provided such information is not financially or commercially sensitive in the reasonable opinion of MIAGEN.

3.11 Unless it has or he/she has been expressly authorised to do so by CLIENT in writing neither MIAGEN nor the Consultants shall have any authority to incur any expenditure in the name of or for the account of CLIENT; and MIAGEN shall not, and shall procure that the Consultants shall not, hold itself or themselves out as having any authority to bind CLIENT.

3.12 When providing the Services at the offices of the CLIENT, MIAGEN shall procure that the Consultants shall comply with all reasonable standards of safety and comply with CLIENT health and safety procedures from time to time in force at CLIENT offices. MIAGEN shall also procure that the Consultants shall comply with any CLIENT harassment policy in place from time to time, together with any other policies as notified by CLIENT to be applicable to the Consultants.

3.13 If MIAGEN and the Consultants are provided with limited access to CLIENT electronic communications systems in order to facilitate the provision of the Services, MIAGEN shall and shall procure that the Consultants shall adhere to the usage policies and guidelines of CLIENT computer, internet and electronic communication systems, including but not limited to the information security standards and any social media policy in place from time to time within CLIENT, copies of which shall be provided to the Consultants.

3.14 MIAGEN shall, as appropriate, provide all materials, equipment and facilities necessary for the proper performance of the Services.

3.15 If any Consultant assigned to provide any part of the Services under the Agreement is not performing to the reasonable satisfaction of CLIENT then CLIENT may, upon a request in writing to MIAGEN, require that a suitable replacement be provided, which shall be effected by MIAGEN as soon as is reasonably practical.

4 GENERAL OBLIGATIONS OF CLIENT

4.1 If CLIENT, to support its own internal administration processes, requires that a purchase order is issued before payment of an invoice issued by MIAGEN can be processed, then CLIENT shall issue such purchase order(s) to MIAGEN, in advance of the invoice milestones or dates agreed in a TOR or in a PID.

4.2	The CLIENT will provide MIAGEN with all necessary co-operation, information, equipment, data and support that may reasonably be required by MIAGEN for the performance of its obligations hereunder at such reasonable times as MIAGEN requests.

4.3 Where any Services are to be carried out at the CLIENT premises then the CLIENT shall, subject to compliance by MIAGEN personnel with CLIENT reasonable security requirements, allow MIAGEN full and complete access to the area(s) where Services are to be performed and will provide adequate office accommodation and facilities for any MIAGEN staff working on its premises as required.

5   SUSPENSION OF SERVICES

5.1 CLIENT may suspend performance of the Agreement at any time on service of not less than forty five (45) days' written notice to MIAGEN (a 'Suspension Notice') for a period of up to 90 days ('Suspension Period').

5.2 On receipt of a Suspension Notice, MIAGEN shall, at CLIENT discretion, either immediately cease all services in relation to this Agreement or continue providing services in accordance with the terms of this Agreement up to the date of suspension specified in the Suspension Notice (the 'Suspension Date').

5.3 The CLIENT shall immediately pay all fees and expenses payable in respect of the Services that were scheduled to be completed under this Agreement up to the Suspension Date irrespective of whether CLIENT elected to receive these Services or not.

5.4 If CLIENT has not reactivated performance of Services within thirty (30) days of the end of the Suspension Period, or has suspended the performance of Services under this Agreement without due notice all sums that would otherwise have become payable had the Services been performed in their entirety will become immediately payable.

6   CHARGES, PAYMENT AND TAXES

6.1 Services shall be provided on a Fixed Price or on a T&M basis as specified in a TOR exclusive of incidental expenses.

6.2 Where Services are provided on a T&M basis, any estimate of time or hours of work required to perform the Services or a monetary limit stated in the applicable TOR, shall be deemed an estimate for CLIENT budgeting and MIAGEN resource scheduling purposes; after any such estimate of time, hours work or monetary limit is expended, MIAGEN will continue to provide the Services on a T&M basis provided that it gives notice of such expiry to CLIENT and obtains CLIENT approval prior to continuing to provide the Services on a T&M basis.

6.3 The amount of the Fees and invoicing and payment terms will be set out in each TOR. If the terms are not set out in the TOR the Fees will be invoiced as to 40% of estimated cost on signing a TOR and at each month end an amount equal to 60% of the estimated cost divided by the estimated project duration in months and on final acceptance of project by CLIENT the difference between the actual Fees and the total invoiced up to the date of final acceptance.

6.4 The Consultants will be allocated to a rate band at the agreed fee rates set out in a TOR.

6.5 Time worked by Consultants outside the Standard Working Day will be by prior mutual agreement and will require the prior consent of CLIENT and may be invoiced at the normal hourly rate for work undertaken between the hours of 8:00am and 9:00am and 5.30pm and 6.30pm and at a rate of time and a half for work undertaken between 6:30 pm and 8:00am calculated on the basis of the normal hourly rate set in a TOR.

6.6 Time worked by Consultants outside the Standard Working Week will be by prior mutual agreement and will require the prior written consent of CLIENT and will be invoiced at time and a half on Saturdays and double time on Sundays and Public holidays calculated on the basis of the normal hourly rate set out in a TOR.

6.7 The fee rates and the rate bands set out herein shall be fixed for the duration of the Services specified in a TOR unless otherwise agreed.

6.8 MIAGEN shall make such variations to the Services, whether by way of addition, modification, or omission as may be agreed by CLIENT and confirmed to MIAGEN by CLIENT.

6.9 For Consultants based in the same city as CLIENT no expenses will be charged for attendance on CLIENT sites in and around the city.

6.10 Where CLIENT agrees that travel is required to other CLIENT offices outside of Consultants base city and agreed in advance with CLIENT, travel and subsistence may be re-charged at cost. For any time spent, in excess of one hour, travelling to and from such other CLIENT offices, the time will be charged at the normal hourly rate set out in a TOR. This time is in addition to the time spent on site.

6.11 Other than the limited travel and subsistence expenses allowable pursuant to this clause 6, or otherwise agreed from time to time, MIAGEN shall bear its own expenses incurred in the provision of the Services or otherwise in connection with the Agreement, including but not limited to any administrative costs, communications, equipment or other out of pocket expenses.

6.12 MIAGEN shall issue a valid Value Added Tax "VAT" invoice, if applicable, to CLIENT for the amount set out in a TOR or as otherwise agreed from time to time.

6.13 Invoices shall be payable within the number of days from the date of issue to CLIENT as shown in an individual ToR ("Due Date") and shall be deemed overdue if they remain unpaid thereafter. If CLIENT fails to pay any sum due within forty five (45) days from and including the Due Date, MIAGEN shall be entitled (without prejudice to any other right or remedy it may have) to charge interest (as well after as before judgment) at a rate of four (4) percent per annum above the 12 month EURIBOR rate as published by the ECB from time to time from the Due Date until receipt of payment.

6.14 Any Services which MIAGEN is normally obliged to provide, may be suspended while any invoices remain unpaid for more than forty five (45) days after the Due Date.

6.15 Fees for Services are, for the avoidance of doubt, exclusive of VAT. VAT may be charged in addition at the rate in effect at the date of invoice.

6.16 MIAGEN will invoice CLIENT for the agreed Fees plus any withholding taxes.

6.17 CLIENT shall make all payments in the invoice currency shown in a TOR, without set-off or counterclaim and free and clear of all taxes, deductions, withholdings and other charges.

6.18 Payment in full or in part of the Charges under the Agreement shall be without prejudice to any claims or rights of CLIENT against MIAGEN or its servants or agents in respect of the provision of the Services or otherwise arising in connection with the Agreement.

7   DELAYS IN PERFORMANCE

7.1 In the event MIAGEN is unable to complete its obligations under the Agreement by the dates agreed in a TOR due to CLIENT non-fulfilment of obligations for which CLIENT is responsible under a TOR or PID, MIAGEN will promptly notify CLIENT and the Parties will use reasonable efforts to develop a workaround that will allow MIAGEN to complete its obligations.

7.2 The deadline for MIAGEN performance shall be extended by the length of CLIENT delay if CLIENT fails to perform its obligations as listed in the applicable TOR or PID.

7.3 If CLIENT continues the non-fulfilment of obligations for a period of more than thirty (30) days after notification by MIAGEN, CLIENT will be deemed to have suspended the Services and the provisions of clause 5.4 above will apply.

8 TERM AND TERMINATION

8.1 This Agreement shall commence on the Effective Date. It shall remain in force until terminated in accordance with this Agreement.

8.2 Either Party may terminate this Agreement if the other Party is in material breach of this Agreement following written notice specifying such breach and where a breach capable of remedy has not been cured within thirty (30) days of such notice.

8.3 Either Party may terminate this Agreement forthwith if the other Party becomes the subject of a voluntary arrangement, has a receiver, examiner or liquidator appointed over all or any parts of it, its assets or income, or passes a resolution for its winding up, has a petition presented to any court for its winding up or for an administrative order, or has anything analogous to the foregoing happen in relation to it in any jurisdiction.

8.4 CLIENT may terminate this Agreement by giving sixty (60) days notice in writing to MIAGEN. In such case this Agreement will continue and all Services under any TOR signed before the notice of termination will continue to be delivered in full. The date of termination will be the date on which MIAGEN confirms that no further amounts are due by CLIENT.

8.5 MIAGEN may terminate this Agreement forthwith if any invoice not in dispute remains unpaid forty five (45) days after the Due Date. This does not relieve CLIENT of its obligation to pay such invoice.

8.6 CLIENT remains liable to pay all Fees and Expenses corresponding to the Services actually rendered by MIAGEN hereunder due to MIAGEN up to the date such termination becomes effective and such amounts shall be in full satisfaction of any obligation or liability of CLIENT to MIAGEN for any Charges or other payments due to MIAGEN under this Agreement.

9 EFFECT OF TERMINATION

9.1 The Parties' rights and obligations under Clauses 6, 8, 9, 10, 11 & 12 shall survive termination of this Agreement. Termination of this Agreement shall not prevent either Party from pursuing any other remedies available to it, including but not limited to injunctive relief, nor shall termination relieve CLIENT of its obligations to pay all Charges that have accrued prior to such termination.

9.2 Neither Party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a Party shall be without prejudice to any other right or remedy of such Party under this Agreement or applicable law.

9.3 Upon any termination of this Agreement or at any time upon CLIENT request: (a) MIAGEN shall promptly return to CLIENT or destroy, at CLIENT option, any and all Confidential Information (as defined in Clause 13 below) and other materials of CLIENT (including any copies thereof), and provide CLIENT with a certification by an officer of MIAGEN verifying such return or destruction; and (b) MIAGEN shall promptly deliver to CLIENT all work product then in progress (whether completed or incomplete), and all MIAGEN proprietary information required to be provided hereunder.

10 INDEMNITY, WARRANTY AND LIABILITY

10.1 Indemnities

10.1.1 Either Party to this Agreement providing Materials ("Provider") will defend and indemnify the other Party to this Agreement receiving such Materials ("Recipient") against a claim that any Materials furnished by the Provider and used by the Recipient as permitted by the terms of this Agreement infringes a third party's

Intellectual Property Rights provided that (a) Recipient notifies Provider in writing within thirty (30) days of the claim; (b) Provider has sole control of the defence and all related settlement negotiations provided that any settlement intended to bind the Recipient may not be entered into without the Recipient's prior written consent, and the Recipient shall be permitted to participate in the defence of the claim with counsel of its own choosing at the Recipient's own expense; and (c) Recipient provides Provider with the assistance, information and authority reasonably necessary to perform the above. Reasonable out-of-pocket expenses incurred by Recipient in providing such assistance will be reimbursed by Provider.

10.1.2 In the event that some or all of the Materials is held, notified or is believed by the Provider to infringe a third party's Intellectual Property Rights, the Provider shall have the option, at its expense (a) to modify the Materials to be non-infringing (provided such modification does not adversely affect Recipient's use as reasonably determined by Recipient) or supply or substitute non-infringing Materials of equal or better performance to the Recipient; (b) to obtain for the Recipient the right to continue using the Materials; or (c) to require return of the infringing Materials or part thereof from the Recipient and terminate all rights thereto. If such return materially affects either Party's ability to meet its obligations under this Agreement, then either Party may by written notice, terminate this Agreement. If CLIENT is the Recipient then upon such termination CLIENT shall be entitled to recover the Fees paid by CLIENT for that portion of the Materials. If MIAGEN is the Recipient, then upon such termination MIAGEN shall be entitled to recover the Charges for Services ordered and actually performed up to the date of termination together with the costs of committed resources. This Clause 10.1 states the Parties' entire liability and exclusive remedy for infringement of any third party's Intellectual Property Rights.

10.1.3 The Provider shall have no liability for any claim of infringement resulting from (a) the Recipient's use of a superseded or altered release of some or all of the Materials if such infringement would have been avoided by the use of a subsequent unaltered release of the Materials which is provided or offered to be provided to the Recipient; or (b) any information, design, specification, instruction, software, data or materials not furnished by the Provider; or (c) use other than in accordance with this Agreement.

10.2 Warranties

10.2.1 MIAGEN warrants that the Services will be performed with reasonable skill and care consistent with generally accepted computer software services industry practices. To the extent permitted by law, all other warranties and conditions or other terms, whether express or implied, are expressly excluded, including the implied warranties or conditions of merchantability, satisfactory quality and fitness for a particular purpose.

10.2.2 Both Parties warrant that where participation by their respective personnel is necessary in the execution or performance of this Agreement, such personnel shall possess the appropriate skills and experience for any tasks assigned to them.

10.2.3 MIAGEN represents and warrants that the Services shall be free from any viruses, worms, Trojan horses or other harmful or malicious code or components, and free from any "self-help" code or other disabling code.

10.2.4 Both Parties warrant and represent that they have the full power and authority to enter into this Agreement.

10.3 Liability

10.3.1 Nothing in this Agreement shall limit MIAGEN's liability for personal injury or death caused by the negligence of MIAGEN.

10.3.2 Except for its gross negligence, wilful misconduct or breach of its confidentiality obligations and unless otherwise expressly stated in this Agreement, and whether or not MIAGEN has been advised of the possibility of such loss, MIAGEN shall not be liable in contract, tort or otherwise for:

(a) Indirect or consequential loss;

(b) Loss of revenue;

(c) Loss of profits;

(d) Loss of business, reputation or good-will;

(e) Loss of damage to or corruption of data;

(f) Loss of availability or use;

(g) Special loss or damage;

(h) Loss of contracts;

(i) Loss of customers; or

(j) Loss of time or resources,

arising out of or in connection with or in relation to the provision of the Services or otherwise under, in connection with or in relation to this Agreement.

10.3.3 Except for its gross negligence, wilful misconduct or breach of its confidentiality obligations and subject to Clauses 10.3.1 and 10.3.2 above, MIAGEN maximum aggregate liability in contract, tort or otherwise arising out of or in connection with the Services or otherwise under, in connection with or in relation to this Agreement shall be limited to the Fees paid for the Services provided under this Agreement in the immediately preceding twelve (12) months prior to the date on which such action or claim arises.

11   INTELLECTUAL PROPERTY

11.1   The Intellectual Property Rights created as part of the Services will vest in MIAGEN and MIAGEN hereby grants a perpetual, limited, non-exclusive, non-transferable, non- licensable, royalty free license to CLIENT with respect to such Intellectual Property Rights to use in their financial management systems for the application that is the subject of the Services.

11.2   The Intellectual Property Rights provided by MIAGEN to CLIENT under the Services, which existed, and were vested in MIAGEN, prior to the commencement of Services, will remain vested in MIAGEN. MIAGEN hereby grants a perpetual, limited, non-exclusive, nontransferable, non- licensable, royalty free license to CLIENT with respect to such Intellectual Property Rights to use in their financial management systems for the application that is the subject of the Services.

11.3   The Intellectual Property Rights provided by CLIENT to MIAGEN in the course of the provision of Services, which existed, and were vested in CLIENT, prior to the commencement of Services, will remain vested in CLIENT.

11.4   The Intellectual Property Rights in any data will remain vested in the CLIENT.

12 DATA PROTECTION

12.1 MIAGEN acknowledges that it may be acting as a processor in respect of data Processing activities carried out as part of the Services under this Agreement.

12.2 Each of MIAGEN and CLIENT shall at all times comply with the provisions of Data Protection Laws, including maintenance of all valid and up-to-date registrations or notifications under Data Protection Laws required in connection with the Services.

12.3 MIAGEN shall comply with the following in relation to Personal Data it processes as part of the Services:

12.3.1 MIAGEN shall not engage another processor to carry out processing activities on any Personal Data without the prior written consent of CLIENT;

12.3.2 MIAGEN shall process the Personal Data only in accordance with the documented instructions of CLIENT (and not for any other purpose), as is necessary for the provision of the Services;

12.3.3 MIAGEN shall not transfer the Personal Data outside of the European Economic Area without the prior written consent of CLIENT;

12.3.4 MIAGEN shall ensure that any persons authorised to process the Personal Data by it (including its employees, contractors, agents and subcontractors) have agreed to comply with obligations of confidentiality or are subject to a statutory obligation of confidentiality;

12.3.5 MIAGEN shall implement appropriate technical and organisational security measures which ensure against (i) unauthorised access to, (ii) unauthorised or unlawful alteration, disclosure, destruction or other unauthorised or unlawful Processing of, (iii) accidental loss or destruction of, or (iv) damage to, the Personal Data. For the avoidance of doubt, such measures include the implementation of file system level encryption, transparent data encryption and application level encryption;

12.3.6 MIAGEN shall notify CLIENT, without undue delay, and in any event within fortyeight (48) hours, of any request made by a Data Subject to access Personal Data and shall at all times cooperate with CLIENT and provide CLIENT with any assistance it may require in order to execute CLIENT's obligations under Data Protection Laws in relation to such Data Subject access requests;

12.3.7 in addition to its other obligations set out in Clause 12.3.6, MIAGEN shall, to the extent necessary and insofar as reasonably possible, cooperate with and assist CLIENT to execute CLIENT's obligations under Data Protection Laws in relation to a Data Subject's rights;

12.3.8 in the case of a Personal Data Breach, MIAGEN shall, without undue delay, and in any event within twenty-four (24) hours, notify CLIENT of the Personal Data Breach and shall provide all reasonable assistance and information to CLIENT in relation to same;

12.3.9 in addition to, and without prejudice to, any obligations set out at Clause 9.3, at CLIENT's direction MIAGEN shall delete or return all Personal Data to CLIENT at the end of the provision of the applicable Services to which the Processing relates, and delete all existing copies held by MIAGEN (unless applicable law requires the storage of such personal data by MIAGEN); and

12.3.10 permit CLIENT to take all reasonably necessary steps to ensure compliance with the obligations imposed by this clause under Data Protection Laws.

13 NON-DISCLOSURE

13.1 Each Party, in performing its obligations under this Agreement, may have access to or be exposed to, directly or indirectly, or the Parties may provide to one another information that is confidential and/or proprietary materials of the other Party ("Confidential Information").

13.2 Confidential Information shall be limited to information clearly identified as confidential.

13.3 In the case of CLIENT, Confidential Information shall include all work product; all information concerning the operations, affairs, products, marketing, systems, technology, customers, end-users, and businesses, including financial affairs, of CLIENT and/or any affiliate, and their respective relations with their customers, employees, agents, and service providers (including customer lists, customer data, transaction information, completed insurance forms, supplier data, know-how, third party software and/or products provided by CLIENT to MIAGEN for use by MIAGEN and information regarding consumer markets); and any other proprietary and trade secret information of CLIENT and/or any affiliate, whether in oral, graphic, written, electronic or machine-readable form.

13.4 In the case of MIAGEN, Confidential Information shall include the MIAGEN proprietary information and other MIAGEN proprietary information designated in writing by MIAGEN as Confidential Information.

13.5 Confidential Information shall not include information which (a) is or becomes part of the public domain through no act or omission of the receiving Party; (b) was in the receiving Party's lawful possession prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the other Party by a third party without restriction on disclosure; (d) is independently developed by the other Party or (e) is disclosed by operation of law.

13.6 The Parties agree to hold each other's Confidential Information in strict confidence while the Services are being performed and for a period of five (5) years thereafter and shall not, without the express prior written permission of a member of the disclosing Party authorized by the disclosing Party to make such decisions, (a) disclose such Confidential Information to third parties (other than a regulatory authority having jurisdiction over the receiving Party) except as otherwise permitted by this Agreement or the PID; or (b) use such Confidential Information for any purposes whatsoever, other than the exercise of its rights or performance of its obligations hereunder.

13.7 Each Party shall disclose the other Party's Confidential Information only: (i) to those of its employees and agents who have a need to know such Confidential Information in order to exercise such receiving Party's rights or perform such receiving Party's obligations pursuant to this Agreement., (ii) to any court, government agency or regulatory authority having jurisdiction over the receiving Party, and (iii) as otherwise permitted under this Agreement.

13.8 Each Party shall use reasonable efforts to assist the other Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each Party shall immediately advise the other Party in the event that it learns or has reason to believe that any person who has had access to the Confidential Information of such Party has violated or intends to violate the terms of this Agreement, and shall cooperate in seeking injunctive relief against any such person.

13.9 MIAGEN shall ensure that each of its employees and subcontractors performing Services hereunder comply with the provisions of this Section.

13.10 Nothing contained in this Section shall be construed as obligating either Party to disclose its Confidential Information to the other Party, or as granting to or conferring on either Party, whether expressly or by implication, any ownership interest in or any right or license to any Confidential Information of the other Party.

13.11 This Section shall survive termination or expiration of this Agreement for any reason for a period of three (3) years, except with respect to CLIENT Confidential Information, CLIENT

Data and trade secrets, as to which the obligations set forth in this Section shall survive indefinitely.

14   RELATIONSHIP BETWEEN THE PARTIES

14.1   MIAGEN is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties. MIAGEN is not the agent of CLIENT and is not authorized and shall not have any authority to make any representation, contract or commitment on behalf of CLIENT, or otherwise bind CLIENT in any respect whatsoever. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. MIAGEN (and its employees and agents, including any of MIAGEN subcontractors performing Services) shall not be entitled to any of the benefits CLIENT may make available to its employees, such as group insurance, profit-sharing or retirement benefits.

14.2   CLIENT agrees that it will not, whether directly or indirectly through another person, entity or agency, engage or solicit the employment or services of any person or entity engaged or employed by MIAGEN who will have been assigned or worked under this Agreement, nor will it directly or indirectly induce such person or entity to terminate their employment or relationship with MIAGEN. This Clause is enforceable throughout the entire term of this Agreement and for a period of twelve (12) months after expiration, cancellation or termination of this Agreement. Where CLIENT breaches this Clause, it shall pay to MIAGEN upon demand, as liquidated damages, a sum equal or equivalent to the latest gross annual remuneration or fees of the person or entity concerned.

14.3   MIAGEN staff are not, nor will they be deemed to be at any time during the term of this Agreement, the employees of CLIENT.

14.4   This clause shall not apply where it would cause CLIENT to contravene any employment law.

15   GOVERNING LAW

15.1   This Agreement and all matters arising out of or relating to this Agreement shall be governed by and interpreted in accordance with the laws of Ireland. The Parties agree to submit to the exclusive jurisdiction of the courts of Ireland.

16   NOTICE

16.1   All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be effective (i) when delivered personally to the addressee or (ii) upon receipt after being sent by commercial overnight carrier service with tracking capabilities.

16.2   Notices shall be sent to the address specified for each Party in the related TOR or PID.

16.3   Either Party may designate a different address by notice given in accordance herewith.

17   SEVERABILITY

17.1   In the event any provision or part thereof of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, that shall not affect (i) the legality, validity or enforceability in that jurisdiction of any other provision or part of this Agreement, or (ii) the legality, validity or enforceability in any other jurisdiction of that provision or part of this Agreement.

18   WAIVER

18.1   The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach nor shall any delay or omission on the part of either Party to exercise or avail itself of any right or remedy that it has or may have hereunder or at law operate as a waiver of any right or remedy.

19   ENTIRE AGREEMENT

19.1   This Agreement (including any Terms of Reference attached hereto, which are incorporated herein by reference) constitutes the final, complete and exclusive agreement between the Parties with respect to the subject matter hereof and supersedes (i) all previous or contemporaneous agreements, discussions, negotiations, conditions, communications and TORs or representations, written or oral, between the Parties concerning the Services and the Deliverables, (ii) all past courses of dealing or industry custom, and (iii) all terms of any "shrink-wrap" or "click-wrap" license, terms of service or terms of use or different or additional terms and/or conditions presented with or incorporated into any work product or invoice. The Parties warrant to each other that the complete agreement and understanding of the Parties related thereto is contained in the terms of this Agreement.

20   AMENDMENTS

20.1   This Agreement may not be modified or amended except in writing signed by a duly authorised representative of each Party. It is expressly agreed that any terms and conditions of a CLIENT purchase order or otherwise, shall be superseded by the terms and conditions of this Agreement.

21   DISPUTES

21.1   Any disputes between the Parties, about any matter relating to the performance of this Agreement (other than in relation to the payment of fees or expenses) which cannot be resolved by the Parties within thirty (30) days of notice of the dispute being served on the other Party will be referred to the arbitration of a single arbitrator agreed between the Parties, or on the failure of the Parties to agree within thirty (30) days of a written request by one Party to the other, appointed on the application of either Party by the then President of the Law Society of Ireland at the time of the application in accordance with and subject to the provisions of the Arbitration Acts 1954 to 1998.

21.2   The decision of the arbitrator shall be final and binding on the Parties and may be made an order of court at the insistence of either Party.

21.3   The costs, fees, charges and expenses incurred in respect of the arbitration including the legal costs of each of the Parties will be at the discretion of the arbitrator.

22   ASSIGNMENT

22.1   Either Party to this Agreement shall be entitled to assign or transfer their rights, obligations and entitlements under this Agreement upon the written consent of the other Party which consent shall not be unreasonably withheld or delayed. CLIENT irrevocably consents to any assignment of Charges payable to MIAGEN to any third party.

23 EXCUSABLE DELAY

23.1 Neither Party will be liable for any delay or failure to perform due to causes beyond its reasonable control and without its fault or negligence, provided, however, that the Party whose performance is affected shall provide prompt written notice of such cause to the other Party, and further provided that if such cause continues to prevent or delay performance for more than thirty (30) days, the other Party, in its discretion, may terminate the applicable Service, the applicable Terms of Reference and/or this Agreement, effective immediately upon written notice to the non-performing Party.

24 PUBLICITY

24.1 MIAGEN shall not use the name, logos or trademarks of CLIENT in promotional and marketing material or publicity releases, without the prior written consent of CLIENT.

25 CONSTRUCTION

25.1 This Agreement shall be interpreted fairly in accordance with its terms and without any construction in favour of or against either Party. As used in this Agreement, "include," "includes," "including," and "e.g." shall mean "including, without limitation." The captions, clause, section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

FORM OF TERMS OF REFERENCE (TOR) - ILLUSTRATIVE ONLY

TERMS OF REFERENCE   TOR No:

This is a Terms of Reference ("TOR") to the Master Services Agreement Between Miagen Limited and [ ] dated [
] (the "Agreement")

Description of the Services subject of this TOR:

PID Reference and date:

Fees:				
Category	**Rate**	**Currency**	**Quantity**	**Total Price**
T&M				
Fixed Price				
Invoice terms:				
Payments terms:				

Deliverables, Milestones, Timelines:

Deliverable	**Milestones**	**Start Date**	**End Date**

Special conditions:

Signed on behalf of MIAGEN: Signed on behalf of CLIENT:

_____   _____

Print Name: Print Name:

Date: Date: