

CSC CHIPSTER SUBSCRIPTION CONTRACT TERMS (21.12.2009)

The following are the CSC Chipster subscription terms that you accept when purchasing Chipster user account online. The contract is between the Client and CSC - IT Center for Science Ltd., Keilaranta 14, 02101 Espoo, Finland.

Subject to full and timely payment of the CSC Chipster Service, CSC grants the Client the right to use the CSC Chipster Service under the following terms.

1 Definitions

Client

The signing party that has purchased a user account to the CSC Chipster Service.

Contract

The contract comprises both the CSC Chipster subscription contract on the web and CSC Chipster subscription contract terms.

CSC

CSC is the abbreviation for CSC - IT Center for Science Ltd. CSC is the supplier and owner of the CSC Chipster Service.

CSC Chipster Service

Access to the Chipster analysis software consisting of a graphical client program and server side components running at CSC.

Force Majeur

Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, the act of any government or authority (including refusal or revocation of any license or consent), interruption or failure of electricity or a related unforeseeable event.

The Parties

The parties consist of CSC and the Client.

2 General Provisions

2.1 The agreed CSC Chipster Service includes the following (subject to the terms and conditions of this Contract):

- Access to the Chipster analysis software for 12 months. Chipster consists of a graphical client program and server side components running at CSC.
- Chipster software updates during the contract term
- Quota of 500 CPU hours
- Analysis of datasets smaller than 10 GB in size
- Confidentiality for all research data
- Technical support by email for problems in accessing the CSC Chipster Service

2.2 CSC guarantees no support in problems that are not directly related to the operational working of the CSC Chipster Service.

2.3 CSC provides the CSC Chipster Service on "as is" basis. CSC disclaims all other representations and warranties, express or implied, regarding, including any implied warranties relating fitness for a particular purpose and non infringement. The best efforts are made to have the CSC Chipster Service online as much as possible. The same applies to bug fixes and other possible upgrades. However, there is no monitoring outside working hours implemented. Also, CSC doesn't guarantee any deadlines for completion for any CSC Chipster related fixes or upgrades.

2.4 CSC reserves the right to control, direct and establish technical procedures for the use of the CSC Chipster Service and the Client agrees to follow the reasonable instructions and procedures of CSC with respect to the use of the same. CSC also reserves the right to make operational changes to the services, including the Client's identifiers.

2.5 CSC transmits other manufacturers' products, software and services as they stand, and grants no warranties whatsoever for them. However, the original manufacturers or suppliers of these products and software, or the providers of these services, may give their own warranties for said products or services. Whenever applicable, the Client may appeal to these warranties in dealings with the provider of the product or service.

2.6 CSC shall not be liable for delay in performing or for failure to perform its obligations if the delay or failure results from Force Majeur or due reasons attributable to third parties.

2.7 Each of the Parties acknowledges that, in entering into the Contract, it does not rely on any representation, warranty or other provision except as expressly provided by the Contract or its terms, and any conditions, warranties or other terms implied by statute or law are excluded from this agreement to the fullest extent permitted by law.

2.8 Unless otherwise specifically agreed in writing the terms and conditions of this agreement shall apply to any order placed by the Client to CSC.

2.9 For their own part, the Parties are responsible for ensuring that they comply with the applicable law, especially laws and regulations on data protection, and with good information management practice.

2.10 CSC does not give any guarantee or warranty for its products and services beyond what has specifically been mentioned above.

3 The Client's Obligations and Responsibilities

3.1 The user account is a personal single user account. Sharing the user account is not allowed and if detected will be a reason for suspension of access or termination of the Contract.

3.2 The Client is not allowed to conduct analyses on behalf of any others or to allow other parties to access the CSC Chipster Service either by sharing passwords or by allowing someone else to access the CSC Chipster Service after having logged on.

3.3 If there is a reason to doubt that unauthorized people have used or tried to use the CSC Chipster Service, CSC should be notified immediately.

3.4 If the Client's contact information or other contract related information changes, the Client is required to provide CSC the accurate information without delay.

3.5 If the Client doesn't offer valid information in the Contract CSC has a right to terminate the Contract. If the Client breaches the Contract and the breach is material, CSC has the right to terminate the Contract. The Client is not justified for any reimbursement and CSC can also charge the Client all justified compensation related to CSC Chipster Service and the needed extra work caused by the client.

3.6 Any publication that contains results derived with CSC Chipster Service cites the following way: Chipster analysis software provided by CSC - IT Center for Science Ltd (<http://chipster.csc.fi/>)

3.7 The Client is responsible for taking appropriate backup copies of his data material. CSC is never responsible for the loss or destruction of the Client's data or files.

3.8 The Client uses information networks and other hardware and software included in the CSC Chipster Service at his own responsibility.

3.9 The Client is responsible for ensuring that his activities do not infringe the copyright or other immaterial rights of CSC or third parties, and that the Client acts in accordance with the applicable law and regulations issued by the authorities.

3.10 The Client agrees to comply with all export and import regulations, and the consequent restrictions on use, that Finland or other countries (including the USA) have imposed on products and software included in the CSC Chipster Service.

3.11 The Client is responsible in verifying the accuracy of the results obtained with CSC Chipster. As CSC Chipster includes many different modules some of which come

from third parties, CSC doesn't guarantee that the whole service package is totally error free.

3.12 This contract permits only academic use of the CSC Chipster Service. The Client has to work and do research in a university or a non-profit research institute, or be a university student. The Client may use the CSC Chipster Service purely for non-commercial academic research. CSC reserves the right to ask the Client to verify his academic status.

4 CSC's Obligations and Responsibilities

4.1 CSC has no obligation, duty or liability to the Client in contract, tort, for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care.

4.2 CSC is not responsible for problems, disturbances, interruptions or other errors in third parties' networks, software or other products. Nor is CSC responsible for problems, disturbances, interruptions or other errors in the CSC Chipster Service described in the Contract, when they result from a Force majeure or when they are otherwise the responsibility of the Client or a third party.

4.3 In the event of CSC Chipster Service being unavailable for more than 7 consecutive days, the Client's user account will be extended by an equal number of days.

4.4 In all cases, CSC's liability for direct damage is limited to the fee paid by the Client to CSC for the CSC Chipster Service described in the Contract. CSC is never liable for any indirect or consequential damage including, but not limited to, loss of profit, cost of procuring substitute service, loss of use or loss of benefits arising from use, or damaged data or files.

5 Rates and Fees

5.1 Prices do not include the value-added tax or any other taxes or public fees that may be charged. The value-added tax and other taxes or public fees are added to prices according to the rates valid at the time of invoicing.

5.2 Any comments concerning an invoice shall be made by its due date. The term of payment is 22 days from the date of the invoice. If a payment is not made on the due date at the latest, CSC is entitled to charge interest for late payment in accordance with the Interest Act and to suspend the provision of the CSC Chipster Service to the Client. If the payment is more than 10 days overdue, CSC is entitled to terminate the Contract.

5.3 CSC is entitled to use electronic billing and the Client is responsible to provide operative e-mail addresses for this purpose.

6. Ownership

6.1 Intellectual Property. The Client acknowledges and agrees that CSC or a third party owns all right, title, and interest in and to: (i) the CSC Chipster Service, related

documentation (if any), updates, and all other proprietary work product or works of authorship developed by CSC or third party and furnished under this Contract; and (ii) all copyrights, patents, trademarks, service marks, trade secrets, and other intellectual property rights relating thereto. The Client acknowledges and agrees that, nothing in this Contract affects any transfer of any such rights, title or interest in or to the foregoing from CSC to the Client. The Client shall reimburse CSC for any and all expenses that CSC may incur (including interest, attorneys' fees and other legal expenses) in connection with CSC's efforts to enforce its rights against the Client with respect to the CSC Chipster Service or any of CSC's intellectual property rights in the event CSC prevails in such enforcement efforts.

7 Termination, Cancellation and Assignment of the Contract

7.1 The term of the contract is always twelve (12) months and the Contract shall terminate automatically after this period. The contract term starts when CSC sends user access information to the Client by mail or by e-mail or by any other suitable means.

7.2 CSC's term of notice is 90 days. In the event of Force Majeur CSC may terminate the contract immediately. The invoiced remaining usage time will be delivered to the Client, or the Client will get a reimbursement of his payments according to the consequential unavailable time period of the CSC Chipster Service.

7.3 The Client can terminate the Contract by informing CSC in writing. However, no refunds will be paid for the remaining time of the already invoiced 12 month period.

7.4 If the Client breaches the terms of the Contract, CSC is likewise entitled to suspend the provision of the CSC Chipster Service for the Client. The above does not limit CSC's right to cancel the Contract by virtue of the Client's breach of contract.

7.5 CSC is entitled to cancel the Contract if the Client is apparently insolvent, is placed into liquidation, has agreed on a composition with creditors, is under business reorganization, or is declared bankrupt or has given invalid information to CSC.

7.6 CSC is entitled to assign the Contract, in part or in full, to another unit in the Finnish state administration without the Client's advance consent by notifying the Client of the assignment in writing.

8 Customer register info

8.1 CSC follows the Finnish law Personal data registration law 523/99, section 10 in its actions related to personal data.

8.2 CSC keeps a customer register for its CSC Chipster Clients. The information is not forwarded to any third party and it will not be used for any other commercial purposes. The maintainer of the register has access to the whole register. Access is protected by username and password. All customer data can be accessed only by few predefined usernames (e.g. User Manager and Application Specialist of Customer Register). The staff members of CSC have a right to update customer's contact information in the database.

9 Disputes and Applicable Law

9.1 Any disputes arising from the Contract are primarily settled through negotiation between the contracting parties.

9.2 If the contracting parties cannot reach agreement in mutual negotiations, disputes are settled through arbitration by one (1) arbitrator appointed by the Central Chamber of Commerce. The arbitrator thus appointed shall be familiar with information technology and law. The arbitration shall take place in Helsinki in accordance with the rules laid down by the Arbitration Institute of the Central Chamber of Commerce. The arbitration will be done in Finnish. The above notwithstanding, CSC shall always have the option of recovering any undisputed claims based on the Contract by instituting proceedings in a general court of first instance.

9.3 The Contract is governed by Finnish law.