

General Terms of Service

1. General Terms

Allumiqs, provides services for research only;
Allumiqs cannot be held responsible for events during shipping of the samples;
Allumiqs cannot be held responsible for negative results, provided the experiments were conducted as agreed with the client;
Manual data curation and integration can result in human error. Should any errors be made, Allumiqs will gladly and swiftly make any needed corrections.

2. Governing Law

These terms and the provision of services by the Company shall be governed by and construed in accordance with the laws of Canada, without giving effect to any principles of conflicts of law.

3. Entire Agreement

These terms, together with the Services Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written.

4. Modification

The Company may modify these Terms at any time and will provide notice to the Client of any such modification. By continuing to use the services provided by the Company after any modification, the Client agrees to be bound by the modified terms.

5. Timeline and Turnaround

We make our best efforts to honor the provided timeline for the project. To achieve the fastest service possible, coordination between the client and Allumiqs is required. Client must be aware that part of the delays between project approval and data generation are not entirely controlled by Allumiqs. The specific timeline for your project is described in the quote you received.

5.1 Timeline Guarantees

Allumiqs will do everything it can to perform the project in the shortest delay possible and respect the provided timeline. We, however, ask comprehension should the following occur:

- a. Extraordinary delays, from Allumiqs. In the event of extraordinary events, such as equipment failures, Act of God, prolonged power outage or anything of such nature, the timeline of the project may not be honored. Should such thing occur, the clients will be immediately informed and new timeline will be fixed, according to the severity of the events.
- b. Extraordinary delays, not caused by Allumiqs: If an extraordinary delay occurs; e.g. bad shipping conditions, the compound does not behave as presented by the client (e.g. aspect, solubility), backorder reagents/consumables, the client will be immediately informed and the project timeline may not be honored.

6. Payment Terms

Payment terms will be Net30. Additional 2% fees will be applied for longer payment terms. An upfront payment will be required for any project. The upfront payment is due immediately upon acceptance of the quote.

Unless otherwise stated, pricing is in US dollars (USD).

Orders can be made via the generation of a valid Purchase Order (PO) or via credit card.

Payment method can be wire transfers (preferred), checks or credit card.

7. Deliverables and Data Handling

A data report will be generated and given to the client at the end of each project, or at the end of every milestone. The content of the data report will be predetermined during the quoting process.

Raw data will be stored up to five years. Allumiqs cannot be held responsible for the loss of raw data during the storage period. If needed raw data can be transferred to the client for long-term storage.

Analyzed data will be stored for one year, after which it may be deleted.

If needed, any file that does not strictly belong to PhenoSwitch can be handed to the client or destroyed.

8. Confidentiality

Confidential Information. "Confidential Information" means any and all information related to a party's business (including but not limited to its current or future products, services, compounds or materials, non-clinical, pre-clinical or clinical studies, manufacturing processes and techniques, scientific, manufacturing, marketing, and business plans, sales, suppliers, customers, or any information related thereto and proprietary information of third parties provided to a party in confidence) that is disclosed by or on behalf of a party ("Disclosing Party") to the other party ("Receiving Party"). For purposes of explanation, but not limitation, Client Materials, the deliverables and the Inventions shall be deemed to be the Confidential Information of Company, which is considered the Disclosing Party with respect thereto.

Use and Disclosure. During the term of this Agreement and at all times thereafter, both parties will: (a) hold all Confidential Information in trust and confidence; (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted or required by this Agreement; (c) refrain from disclosing or permitting others to disclose any Confidential Information of the Disclosing Party to any third party without obtaining the Disclosing Party's express prior written consent on a case-by-case basis; and (d) limit access to the Confidential Information to employees, contractors and representatives of the Receiving Party who have a reasonable need to have such access in connection with the Services and this Agreement and who are bound by confidentiality.

Standard of Care. The Receiving Party will protect the Confidential Information of the Disclosing Party from unauthorized use, access, and disclosure at least in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and, in any event, with no less than the greater of reasonable care and industry-standard care.

Exceptions. A Receiving Party's obligations under this section will terminate with respect to any particular information that the Receiving Party can demonstrate through its written records that: (a) the Receiving Party lawfully knew prior to the Disclosing Party's first disclosure to the Receiving Party; (b) a third party rightfully disclosed to the Receiving Party free of any confidentiality duties or obligations; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was or is independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party. Additionally, the Receiving Party will be permitted to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is expressly approved in writing by the Disclosing Party, or is required by law or court order; provided that the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure, including filing motions and otherwise making appearances before a court.

Return. Upon the Disclosing Party's request and upon any termination or expiration of this Agreement, the Receiving Party will promptly return to the Disclosing Party or, if so directed by the Disclosing Party, destroy all tangible embodiments of the Confidential Information (in every form and medium). Notwithstanding the foregoing, the Receiving Party may retain one copy of Confidential Information in a secure location solely for purposes of identifying its obligations under this Section 12.

9. Intellectual Property

Client Property. All tangible property provided to Allumiqs in connection with this Agreement, including without limitation, all records and materials and/or other Confidential Information of Client, are and shall remain the sole and exclusive property of Client.

Intellectual Property Rights. "Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights and moral rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other intellectual and industrial property and proprietary rights of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

Inventions. The parties acknowledge that Allumiqs, solely or jointly with others, may develop ideas, concepts, innovations, improvements, methods, inventions, discoveries or techniques (whether or not patentable) as a result of or in connection with the project (collectively, "Inventions"). The rights of such Inventions will be owned by Allumiqs.

Background Technology. Client acknowledges that Allumiqs may possess certain inventions, processes, technology, know-how, and other Intellectual Property Rights developed, acquired or otherwise obtained by Allumiqs prior to or independently of this Agreement and the project (collectively, "Background Technology") and Allumiqs may use such Background Technology in the project. Allumiqs shall retain ownership of all right, title and interest in and to modifications, improvements and enhancements to its Background Technology, and all Intellectual Property Rights pertaining thereto, that arise during the project and do not use or incorporate any Client Materials or other Client Confidential Information.

Further Assurances. At Client's request, Allumiqs will, and will cause its employees and agents to: (a) provide reasonable cooperation and assistance to Client, both during and at all times after the term of this Agreement, in perfecting, maintaining, protecting, and enforcing Client's rights in the Inventions; and (b) execute and deliver to Client any documents deemed necessary or appropriate by Client in its discretion to perfect, maintain, protect, or enforce Client's rights in the Inventions. Client will reimburse Allumiqs for any reasonable out-of-pocket expenses actually incurred by Allumiqs in fulfilling these obligations.



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