GENERAL TERMS AND CONDITIONS OF BIO-ITECH

MODULE 1. GENERAL PROVISIONS

Article 1.1. Definitions

1. The words written with a capital letter in these General Terms and Conditions are defined as follows:
    a. General Terms and Conditions: this set of General Terms and Conditions;
    b. Bio-ITech: Division operating within Eppendorf, Inc., Enfield CT for region of the Americas;
    c. Data: all data processed by the Client with the Software;
    d. End-users: all-natural persons who are employees of or affiliated with the Client and who are given access to the Software by the Client.
    e. Problem: a reproducible fault in the Software supplied by Bio-ITech as a result of which the Software demonstrably does not work in accordance with the Specifications.
    f. User fee: the fee payable by the Client for the use of the Software;
    g. Information system: the information system of the Client or a third party he has designated on which the Software is installed and implemented;
    h. License: the right to use the Software under the conditions of the Agreement and these General Terms and Conditions;
    i. Client: the company, organization or natural person that has concluded an Agreement with Bio-ITech.
    j. Agreement: the agreement between the Parties under which Software and/or other goods and services are delivered to the Client;
    k. Party or Parties: The Client and Bio-ITech jointly or individually;
    l. Service Level Agreement: The Agreement concluded between the Parties in which agreements are made on the maintenance and the level of the service provided;
    m. Maintenance Window: a period of time during which maintenance may be carried out;
    n. Software: the server-based software platform provided by Bio-ITech to the Client for usage under the Agreement;
    o. Client-Software: Any software package distributed by Bio-ITech that is installed directly on the client's device, such as but not limited to eLABWebedit, eLABSync, eLABPluginAssist and mobile apps for smartphones and tablets. Software Packages from 3rd parties are excluded from this definition and from being applicable to this Agreement.
    p. Specifications: the specifications of the Software agreed in writing between the Client and Bio-ITech in the Agreement or by other means.

Article 1.2 General

1. These General Terms and Conditions are applicable to all offers of Bio-ITech and all Agreements between the Client and Bio-ITech.
2. The person who concludes an Agreement with Bio-ITech on behalf of the Client guarantees that he is authorized to do so.
3. These General Terms and Conditions may only be departed from in writing.
4. The applicability of the Client's General Terms and Conditions is specifically excluded.

5. In the event of any provision of these General Terms and Conditions being invalid or set aside, the remaining provisions of these General Terms and Conditions will remain fully applicable. The Parties will agree on a replacement provision that is as closely in keeping as possible with the invalid provision.
6. Bio-ITech reserves the right to make reasonable amendments to these General Terms and Conditions. Bio-ITech will make new versions of the General Terms and Conditions available to the Client via its website (www.bio-itech.nl/deliveryconditions) and these new versions will be deemed to have been accepted by the Client unless she makes a written objection to them within 14 days. New versions of these General Terms and Conditions will also be sent to clients on request.
7. In the event of any conflict between the Agreement and these General Terms and Conditions, the Agreement will prevail. However, in the event of any conflicts between the provisions, the provisions most favorable to Bio-ITech will prevail at all times.

Article 1.3 Relationship between the modules of the General Terms and Conditions

1. The provisions of module 1 of these General Terms and Conditions are applicable to all Agreements between the Client and Bio-ITech.
2. The provisions of module 2 of these General Terms and Conditions will apply if the Software under the Agreement is delivered "on-premise" and the Software is therefore installed and implemented on the Client's Information System.
3. The provisions of module 3 of these General Terms and Conditions will apply if the Software under the Agreement is delivered as a private cloud solution and the Software is therefore installed and implemented in a private cloud designated by the Client.
4. The provisions of module 4 of these General Terms and Conditions will apply if the Software under the Agreement is deemed to be a "Cloud Solution" and is hosted by a hosting provider engaged by Bio-ITech for that purpose.

Article 1.4 Offers, price and payment

1. Offers issued by Bio-ITech are subject to contract. They will remain valid for thirty days following the date of the offer unless otherwise indicated. Bio-ITech will not be bound to the offers until it has confirmed the Client's acceptance of the offer in writing.
2. Quotation prices and rates do not include taxes, transactions costs or travel and accommodation expenses.
3. All cost estimates issued by Bio-ITech are indicative unless otherwise stated in writing. No rights can be derived from cost estimates.
4. All delivery terms (and other terms) and completion dates (and other dates) stated or agreed by Bio-ITech are laid down to the best of Bio-ITech's knowledge and are based on the information available when the Agreement was concluded. Interim completion dates (and other dates) stated by Bio-ITech or agreed between the Parties are in all cases target dates. Bio-ITech will make every reasonable effort to ensure that the final delivery terms (and other terms) and completion dates (and other dates) are met to as great an extent as possible.
5. Changes to the terms of reference or circumstances and the incorrect provision of relevant data may lead to a change to the offered or agreed turnaround time.
6. All invoices sent to the Client should be paid within 30 days.
7. If no fixed price has been agreed, Bio-ITech's fee will be calculated on the basis of the current hourly rates.

8. Bio-ITech reserves the right to annually index all agreed fees in accordance with the Dutch CBS index for services (Service price index DPI).
9. If the Agreement ends or changes (in full or in part) the Client will not be entitled to a refund for fees already invoiced.
10. If additional activities or goods are needed for the correct execution of the Agreement, Bio-ITech has the right to charge the Client with the costs this entails.
11. In the event of the Client exceeding a payment term and having received 2 reminders, the Client will be liable for the payment of annual interest of 8.5% of the invoice amount. Notice of default is not required for this purpose. The Client may be charged with all judicial and extrajudicial collection costs in the event of late payment.
12. The Client does not have the right to suspend payment or to set off payments against amounts owed.

Article 1.5 Amendment and additional work

1. If Bio-ITech carries out work or conducts different activities not covered by the Agreement on the request of the Client, the Client will pay for these activities in the amount of Bio-ITech's current hourly rates. Bio-ITech is not obligated to comply with a request for additional work or different activities and may require that a separate written Agreement be concluded for that purpose.
2. The Client accepts that delivery times may be affected by the work and activities provided for in this article. The fact that additional work is carried out during the performance of the Agreement can never constitute a ground for the Client to terminate or dissolve the Agreement.

Article 1.6 Liability

1. Bio-ITech's liability for breaches of contract is limited to compensation for the direct loss. The compensation is limited to a maximum of the amount that the Client has paid to Bio-ITech in the year preceding the event causing the loss. The compensation is further limited to the amount paid out in relation to the loss by the Client's liability insurer unless the case involved intentional act or omission or gross negligence.
2. Bio-ITech cannot be held liable for any indirect losses. Indirect losses include consequential losses, loss of profits, lost savings, reduced goodwill, damages caused by claims of third parties and losses related to the use of goods, software or suppliers prescribed by the Client.
3. Bio-ITech cannot be held liable for losses resulting from failures on the part of the Client, such as the failure to provide necessary cooperation or information.

Article 1.7 Force majeure, termination

1. In the event of force majeure as defined in Section 6:75 of the Dutch Civil Code, compliance with the Agreement can be temporarily suspended without the Parties being obligated to pay any compensation to each other. A Party is able to invoke force majeure only if the other party is informed of this as soon as possible.
2. If a Party fails to comply with the Agreement as a result of force majeure and it is established that compliance will remain impossible or if a reasonable term for compliance laid down in writing has been exceeded, the other party can terminate the Agreement with immediate effect. There will be no obligation to pay compensation for damages in this case.
3. Force majeure does not include non-compliance or late compliance with the obligations of third parties to one of the Parties. This is subject to the exception of the Party in question being able to

demonstrate that the non-compliance or late compliance of that third party was a result of force majeure as defined in Section 6:75 of the Dutch Civil Code.

4. Bio-ITech has the right to suspend the execution of the Agreement if Bio-ITech is unable to meet its obligations owing to the Client failing to comply with his obligations or as a result of acts or omissions that can reasonably be considered to be at the risk and expense of the Client.

5. Bio-ITech has the right to terminate with immediate effect or suspend the execution of the Agreement without notice of default, without legal intervention and without being obligated to pay compensation for damages if:
    a. the Client fails to meet her obligations under the Agreement and this continues after the Client has been sent written notice of default and a reasonable term in which to rectify the non-compliance has been exceeded;
    b. the Client is granted a provisional or definitive moratorium;
    c. The Client is declared bankrupt or his bankruptcy is applied for;
    d. The Client is liquidated or terminated other than for the purpose of reconstruction or a merger of companies;
    e. a prejudgment seizure is imposed on a substantial proportion of the Client's assets.

6. Termination of the Agreement will not affect the provisions that have a longer duration in view of their nature or formulation. This includes the provisions on retention of title, liability, intellectual property and confidentiality.

Article 1.8 Confidentiality

1. The Parties will ensure that confidential information received from the other party is kept confidential. The Party receiving confidential information will use it exclusively for the purpose for which it was provided.

2. The Party that issues confidential information to the other party and allows it to be processed guarantees that he is authorized to do so. The Party in question indemnifies the other party against all claims of third parties made in respect of the issue and processing of the information.

3. Confidential information may be issued to a third party if required by law. The party issuing the information must inform the other party of this as soon as possible.

Article 1.9 Retention of title, Intellectual Property, License

1. All goods delivered by Bio-ITech will remain the property of Bio-ITech until the Client has met his payment obligations in relation to the goods. During the period of retention of title, the Client cannot encumber these goods with limited rights such as a right of pledge.

2. Bio-ITech will remain under all circumstances the holder of the intellectual property rights to the Software, even if it has been developed specifically for the Client. The Client will only be given the user right in the form of the License.

3. The Client may use and administer the Software under the License and enable End-users to use the Software. The License is non-exclusive and non-transferrable.

4. The Client and End-users may only use the Software:
    a. within the limits of the issued functionality;
    b. in the form in which the Software is delivered to the Client;
    c. exclusively under the Client's responsibility.

Article 1.10 Software maintenance and user support

1. Software maintenance generally relates only to the rectification of Problems within a reasonable period of time during the term of the License, subject to the condition that the payable User fee has been paid. The conditions for additional maintenance and services are specified in a Service Level Agreement (hereinafter referred to as "SLA") concluded by the Client.
2. If Bio-ITech has produced a new version (upgrade) of the Software and made it available to the Client, the Client will be obligated to use this new version for as long as the Service Level Agreement is in effect. Previous versions will not be supported. Bio-ITech cannot be held liable for losses caused by making use of a previous version of the Software.

Article 1.11 Data

1. The Data remains the property of the Client. The Client permits Bio-ITech and its suppliers to store and process the Data to the extent that this is necessary to execute the Agreement.
2. For on-premises installations: The Client will be responsible for access control to the Data and for making backups of the Data unless otherwise agreed. Client is liable for any incidents that is caused by improper access control or insufficient backup procedures.
3. For Cloud or Private Cloud installations: Bio-ITech will be responsible for making backups of the Data unless otherwise agreed.
4. The Client is responsible for the data and is obligated to judge whether the Data, in view of its sensitive nature, is suitable to be processed with the software. The client thus meets the laws governing privacy. The Client indemnifies Bio-ITech to the limits of the law against all claims of third parties regarding or related to the processing of the Data.

Article 1.12 Other conditions

1. The trade name and/or the brand of the Client may be used by Bio-ITech as a reference in commercial promotions. The trade names and/or brands of Bio-ITech, including but not limited to eLABJournal, eLABInventory and eLABProtocols may not be used by the Client without the written consent of Bio-ITech.
2. Bio-ITech is authorized to engage third parties for compliance with the agreement.
3. Bio-ITech has the right to execute verbal agreements only until they have been confirmed in writing by the parties.
4. Agreements made between the parties prior to concluding an Agreement will be null and void if they are inconsistent with the Agreement or the General Terms and Conditions.
5. Bio-ITech is authorized to transfer its rights and obligations under all agreements concluded with the Client to a third party without the prior consent of the Client.
6. The Client is not permitted to transfer its rights and powers as laid down in the Agreement to third parties.

For the purpose of these General Terms and Conditions, "written" is also defined as "electronically with the possibility of long-term storage".

Article 1.13 Applicable law and disputes

1. Agreements concluded between the Parties and the entire legal relationship between the Parties will be governed by Massachusetts (MA) law and disputes will be referred to a court in the state of MA (United States of Amerika).

MODULE 2. PROVISIONS REGARDING ON-PREMISES SOFTWARE INSTALLATIONS

Article 2.1 Software license for on-premises installation, User fee

1. Unless otherwise agreed, non-Perpetual Licenses are issued monthly from the time at which the Software is delivered by Bio-ITech. The License will be automatically renewed monthly thereafter, unless the Agreement is legally terminated or is cancelled by the Client or by Bio-ITech.
2. The Client and Bio-ITech can terminate non-perpetual Licenses and/or the Service Level Agreement in writing by means of a letter signed by a person with signatory authority, observing a notice period and under the conditions specified in the Agreement. If no notice period is specified in the Agreement, a term of three months will be observed. This also serves to terminate the Agreement as it relates to the supply of software.
3. Unless otherwise stipulated in the Agreement, the User fee is payable in advance by the Client.
4. Perpetual licenses do not have an expiration date and remain valid up to the latest version as has been installed on the on-premises installation according to the Service Level Agreement. Perpetual licenses survive expiration or cancellation of the Service Level Agreement up to the version that was latest installed on-premises.
5. In case Client terminates the Service Level Agreement, Client will no longer receive updates of the Software and existing perpetual licenses are not valid for newer versions of the Software. By agreeing to these terms, Client is aware that Client-Software is updated frequently and may become incompatible with the Software version as installed on-premises in case the Service Level Agreement is terminated and no further updates for Software are received.

Article 2.2 Installation, acceptance and implementation of Software, Updates and Maintenance

1. Once the Agreement has been concluded the software will be installed by Bio-ITech on the hardware provided by the Client.
2. The Client will ensure that her Information System meets the system requirements accompanying the most recent version of the Software and that which can be reasonably expected by Bio-ITech. Bio-ITech will issue the current system requirements to the Client on request.
3. The Client has the right to test the Software for Problems within 14 days of its delivery. Any Problems will be reported in writing to Bio-ITech. If the test period has ended and no Problems have been reported, the Software will be deemed to have been accepted.
4. If the Software is not accepted owing to Problems, Bio-ITech will rectify the Problems within a reasonable period of time. If this does not prove possible, the Client will have the right to dissolve the Agreement.
5. If agreed in writing by the Parties, Bio-ITech will attend to the implementation of the Software and, if necessary, the data conversion. The Client will provide all information and cooperation needed for this purpose and will make the required facilities available.
6. Bio-ITech will implement Software updates in the production environment unless otherwise agreed. If the Client makes use of an Acceptance Environment, updates will be first installed in this environment unless otherwise agreed. Following the Client's acceptance of the update it will be installed in the Production Environment.
7. Planned maintenance can be carried out in the Maintenance Window (specified in the SLA), unless otherwise agreed.

MODULE 3. PROVISIONS REGARDING PRIVATE CLOUD SOFTWARE INSTALLATIONS

Article 3.1 Software license for Private Cloud installation, User fee

1. Unless otherwise agreed, the License is issued monthly from the time at which the Software is delivered by Bio-ITech and has a minimum term of one year. The License will be automatically renewed monthly thereafter, unless the Agreement is legally terminated or is cancelled by the Client or by Bio-ITech.
2. Invoicing will take place monthly prior to month to which the license relates.
3. The Client and Bio-ITech can terminate the License in writing, observing a two-month notice period. This also serves to terminate the Agreement as it relates to the supply of software. If applicable, fees already paid will be reimbursed. Bio-ITech will support the Client with exporting Data on request and in return for a fee up until the termination of the Agreement.
4. The Client will not have any further right to access the Software following termination of the Agreement.
5. Following termination of the Agreement Bio-ITech will remove the Software, including the Data, from the Private Cloud within a reasonable period of time, but at the latest within two (2) months.

Article 3.2 Installation, acceptance and implementation of Software

1. Once the Agreement has been concluded the software will be installed by Bio-ITech in a Private Cloud chosen by Bio-ITech. Where applicable and unless otherwise agreed, Bio-ITech will arrange the contracting of the Private Cloud suppliers.
2. The Client will ensure that End-users are able to gain access to the Private Cloud.
3. The Client has the right to test the Software for Problems within 14 days of its delivery. Any Problems will be reported in writing to Bio-ITech. If the test period has ended and no Problems have been reported, the Software will be deemed to have been accepted.
4. If the Software is not accepted owing to Problems, Bio-ITech will rectify the Problems within a reasonable period of time. If this does not prove possible, the Client will have the right to dissolve the Agreement.
5. If agreed in writing by the Parties, Bio-ITech will attend to the implementation of the Software and, if necessary, the data conversion. The Client will provide all information and cooperation needed for this purpose and will make the required facilities available.

Article 3.3 Access to the Software

1. Access will be provided via the website on which the Software is made available. The use of the website is subject to "Terms of use", which the Client agrees to when he puts the software into use. The Terms of Use can be viewed at www.elabjournal.com/terms-of-use/. In the event of inconsistencies arising, the provisions of the Agreement, the SLA and these General Terms and Conditions will take precedence over the Terms of Use.
2. The End-users must agree to the Privacy Statement of Bio-ITech before being given access to the Software. The Privacy Statement can be viewed at www.elabjournal.com/privacy-statement/. The Privacy Statement lays down how to deal with the personal details processed by the Client and Bio-ITech with the Software.
3. The Client will not issue third parties with any of the login information needed to gain access to the Software.

4. The Client is fully liable for all actions taken by the End-users. If it comes to the notice of the Client that the unauthorized access has or may have been gained to the Software, the Client will report this to Bio-ITech without delay.

Article 3.4 Notice and takedown procedure

1. The Client guarantees that the use of the Software by the Client and his End-users and the processing of the Data are not unlawful and that the Software and Data will not be used for unlawful acts.
2. Bio-ITech may deny the Client and his End-users access to the Software and the Data if:
   a. Bio-ITech is obligated to do this pursuant to a legal ruling, the law or an order to that effect;
   b. Bio-ITech is asked to do this by a third party due to (alleged) unlawful acts of the Client in using the Software.
3. Bio-ITech cannot be held liable for losses suffered as a result of the lawful denial of service to the Client or the legal removal of the Software and the Data from the On-Premises.

Article 3.5 Maintenance, service levels

1. Bio-ITech and/or its suppliers will perform regular maintenance on the Software and the underlying hardware, software and/or infrastructure. Planned maintenance can be carried out in the Maintenance Window (specified in the SLA).
2. Bio-ITech and/or its suppliers have the right to perform critical maintenance outside of the Maintenance Window if they consider this necessary.
3. During the period in which maintenance is being performed the Client will not be authorized to claim access to the Software and its agreed availability level.
4. The Client will claim the service levels and additional maintenance under the conditions laid down in the SLA concluded with Bio-ITech.
5. The Client is obligated at all times to have access to the hardware, software and infrastructure needed to make use of the Software. The Client will ensure that these items are in keeping with the current system requirements and those that Bio-ITech can reasonably expect.

Article 3.6 Data traffic, storage and computing capacity, usage data

1. Unless otherwise agreed, Bio-ITech's advice concerning the Private Cloud capacity is based in principle on average use of the Software. No rights can be derived from the advice.
2. Data traffic is subject to a Fair Use Policy (referred to below as: "FUP"). The FUP implies that Bio-ITech can restrict the Client's data traffic after first issuing a warning if the Client, according to the administrative records of Bio-ITech, generates more data traffic than average or what is laid down in the contract. Bio-ITech has the right to suspend the Agreement, to terminate it or to correct it in accordance with the actual usage if the limit continues to be exceeded after the FUP has been applied three times.
3. Storage and computing capacity are kept to the limits defined by the selected Private Cloud. Bio-ITech cannot be held liable for problems with the use of the software that can be attributed or are related to insufficient storage and computing capacity. If it is established that there is insufficient storage and computing capacity or if problems arise in this regard, Bio-ITech will recommend upgrading the capacity. If the upgrade advice is not heeded, Bio-ITech will have the right to suspend further service and support or to terminate the Agreement.
4. The use of the Software will generate anonymous usage data concerning how the Software is used. Bio-ITech will not view this data or use it for commercial or general statistical purposes. The data

will be used exclusively for diagnostic purposes arising from a Support application made by the Client or to monitor the data traffic if necessary.

Article 3.7 Data

1. Within the constraints of technology and costs Bio-ITech will put appropriate security measures in place to protect the Software and Data.
2. If necessary, Parties can agree to setup a processing agreement in order to further lay down the obligations of the Client and Bio-ITech regarding the Data relating to personal data.

MODULE 4. PROVISIONS REGARDING CLOUD SOFTWARE

Article 4.1 License for Cloud Software, User fee

1. Unless otherwise agreed, the License is issued monthly and has a minimum term of one year. The License will be automatically renewed monthly thereafter, unless the Agreement is legally terminated or is cancelled by the Client or by Bio-ITech.
2. The Client and Bio-ITech can terminate the License in writing, observing a one-month notice period. This also serves to terminate the Agreement as it relates to the supply of software. If applicable, fees already paid will be reimbursed.
3. Unless otherwise stipulated in the Agreement, the User fee will be invoiced annually in advance. If the number of "seats" is increased during the year, settlement will take place on a pro-rata basis.
4. Following termination of a license it will be automatically converted into an unpaid license with limited access to the software. The Client can make a request for the immediate deletion of data from the systems of Bio-ITech. Bio-ITech will meet this request within a reasonable period of time in return for a reasonable fee.
5. Bio-ITech will support the Client with exporting Data on request and in return for a fee for up to a month following the termination of the Agreement.

Article 4.2 Access to the Software

1. The Client will be given access to the Software as soon as possible following the conclusion of the Agreement.
2. Access will be provided via the website on which the Software is made available. The use of the website is subject to "Terms of use", which the Client agrees to when he puts the software into use. The Terms of Use can be viewed at www.elabjournal.com/terms-of-use/. In the event of inconsistencies arising, the provisions of the Agreement, the SLA and these General Terms and Conditions will take precedence over the Terms of Use.
3. The End-users must agree to the Privacy Statement of Bio-ITech before being given access to the Software. The Privacy Statement can be viewed at www.elabjournal.com/privacy-statement/. The Privacy Statement lays down how to deal with the personal details processed by the Client and Bio-ITech with the Software.
4. The Client will not issue third parties with any of the login information needed to gain access to the Software.
5. The Client is fully liable for all actions taken by the End-users. If it comes to the notice of the Client that the unauthorized access has or may have been gained to the Software, the Client will report this to Bio-ITech without delay.

Article 4.3 Notice and takedown procedure

1. The Client guarantees that the use of the Software by the Client and his End-users and the processing of the Data are not unlawful and that the Software and Data will not be used for unlawful acts.
2. Bio-ITech may deny the Client and his End-users access to the Software and the Data if:
   a. Bio-ITech is obligated to do this pursuant to a legal ruling, the law or an order to that effect;
   b. Bio-ITech is asked to do this by a third party owing to (alleged) unlawful acts of the Client in using the Software.
3. Bio-ITech cannot be held liable for losses suffered as a result of the lawful denial of service to the Client or the legal removal of the Data.

Article 4.4 Maintenance, service levels

1. Bio-ITech and/or its suppliers will perform regular maintenance on the Software and the underlying hardware, software and/or infrastructure. Planned maintenance can be carried out in the Maintenance Window (specified in the SLA).
2. Bio-ITech and/or its suppliers have the right to perform critical maintenance outside of the Maintenance Window if they consider this necessary.
3. During the period in which maintenance is being performed the Client will not be authorized to claim access to the Software and its agreed availability level.
4. The Client will claim the service levels and additional maintenance under the conditions laid down in the SLA concluded with Bio-ITech.
5. The Client is obligated at all times to have access to the hardware, software and infrastructure needed to make use of the Software. The Client will ensure that these items are in keeping with the current system requirements and those that Bio-ITech can reasonably expect.

Article 4.5 Fair Use Policy, usage data

1. The use of the Software is subject to a Fair Use Policy (referred to below as: "FUP"). The FUP implies that Bio-ITech can restrict the Client's data traffic and/or the allocated storage and computing capacity after first issuing a warning if the Client, according to the administrative records of Bio-ITech, generates more data traffic and/or uses more storage and computing capacity than average or what is laid down in the contract. Bio-ITech has the right to suspend the Agreement, to terminate it or to correct it in accordance with the actual usage if the limit continues to be exceeded after the FUP has been applied three times.
2. Bio-ITech reserves the right to suspend or terminate the agreement with the Client if above-average data traffic generated by the Client has adverse effects on its other clients.
3. The use of the Software will generate anonymous usage data concerning how the Software is used. The Client gives Bio-ITech permission to use this usage data to improve its service and the Software.

Article 4.6 Data

1. Within the constraints of technology and costs, Bio-ITech will put appropriate security measures in place to protect the Software and Data.
2. If necessary, the Parties can include a separate processing agreement in order to further lay down the obligations of the Client and Bio-ITech regarding the Data relating to personal data.