

GENERAL CONDITIONS OF THE "SMART ANALYSIS" CONTRACT

DNAPhone	The Client
DNAPhone srl VAT: IT02731440349 Viale Mentana, 150 43121 Parma (IT)	

as Parties to this contract, they agree and stipulate the following:

1. Object

- 1.1 These general conditions regulate the relations between DNAPhone and the Customer in relation to the provision of the service requested by the Customer and indicated on the front of this form, in the "Offer for Smart Analysis" document (hereinafter, the Offer), which constitutes a contractual proposal as well as, in case of acceptance pursuant to point 2 below, an integral part of the contract. Any exceptions, modifications and/or additions to these General Terms and Conditions will be valid and effective only if expressly agreed to and accepted in writing by DNAPhone.
- 1.2 This contract also governs the sale of the analysis platform called Smart Analysis and the use of ancillary services provided by DNAPhone as agreed in the Offer. Specifically, the Smart Analysis platform is composed as follows:
- Smart Analysis optical device;
 - APP Smart Analysis software;
 - Cloud services;
 - Reagent kit, according to the Client's choice mentioned in the Offer;
- In addition, DNAPhone (in this case as a reseller) offers the opportunity to purchase some accessories, services and warranty necessary for the best use of the Smart Analysis platform, including sample preparation and measurement instruments (for example the tablet on which to install the APP; centrifuge, degasser and other tools for sample preparation), as well as the services included in the "GOLD" service package, which can also be purchased individually, for the annuities after the first one.
- 1.3 This contract does not apply to the commercial, sales and warranty aspects of the Smart Analysis device if it was purchased through one of the official distributors and only the commercial contract signed between the Customer and the distributor will be applicable. In such circumstances, this contract will refer only to the terms and conditions relating to the processing of personal data and privacy of users using DNAPhone's products and services (Appendices A and B).

2. Contract Term, Duration and Renewal.

- 2.1. The activation of the service will be considered as a communication of acceptance of the request and from that moment the effects of the contract will take effect.
- 2.2. In any case, DNAPhone will be free not to accept the contractual proposal formulated by the Customer.
- 2.3. In the case of additional services subscribed, the terms and conditions of duration and renewal will be explained in the dedicated attachments.

3. Obligations and exclusions

The Customer undertakes to use the services and the Smart Analysis platform correctly and lawfully, including for any third parties to whom it allows the use of the service, as well as to use approved equipment, to comply with all regulatory provisions and / or regulations in force and not to cause disturbances and / or damage to other users of the service, assuming all responsibility for the content and type of communications made and / or actions taken.

- 3.1. The Customer acknowledges that the use of the service requires the prior activation of the dedicated APP developed by DNAPhone, which will provide through an operator to provide all the information and assistance necessary for the installation and activation of the user.
- 3.2. DNAPhone will have free and complete access to the Smart Analysis platform to perform the assistance service and to carry out the necessary checks for the entire duration of the contract.
- 3.3. DNAPhone will not be liable to the Customer or to subjects connected to it or to third parties for damages and / or losses and / or costs incurred for the malfunction and / or suspension and / or interruption of the service who are not

employees willful or gross negligence of DNAPhone and / or are caused by force majeure or unforeseeable circumstances.

- 3.4. Incorrect, unlawful or incorrect use of the service by the Customer, any tampering or interventions carried out on the service or on the Smart Analysis device if carried out by the Customer and / or by third parties not authorized by DNAPhone excludes any responsibility of DNAPhone in this regard.
- 3.5. Without prejudice to the foregoing, the Customer undertakes in any case to notify DNAPhone of any malfunction of the Smart Analysis platform or related services within 5 (five) days of its occurrence.
- 3.6. DNAPhone is exempt from any liability related to interruptions and / or errors caused by the provision of services by an ISP (Internet Service Provider) or resulting from any incorrect use of the Smart Analysis platform.
- 3.7. DNAPhone guarantees free availability to use the system software installed in the Smart Analysis device, to use the APP and related services, declaring as of now that it is the owner of the relevant user licenses.

4. Guarantee of operation of the service and the Smart Analysis platform

- 4.1. DNAPhone guarantees the proper functioning of the Smart Analysis platform and related services at the time of purchase and initial activation of the service ex art. 2.1.
- 4.2. The Customer declares to have received together the information necessary for the correct use of the subscribed services.
- 4.3. DNAPhone warrants that the Smart Analysis platform is in proper working condition at the time of delivery of the device and first activation of the service. The Customer moreover expressly acknowledges and accepts that the cost of any upgrades that may become necessary (subsequent to the purchase and first activation of the service) for the improved functionality of the APP Smart Analysis after the first year of use (included ex art. 1.2 of these General Conditions), if requested by the Customer, shall remain the sole responsibility of the Customer in application of the prices provided in the Offer.
- 4.4. In the event of any defects or malfunctions of the Smart Analysis device detected within the legal warranty period, or the warranty period stipulated in the Contract, the Customer shall notify DNAPhone within a maximum of 5 (five) days of discovery, and DNAPhone will collect it by courier.
- 4.5. DNAPhone guarantees the repair or replacement (temporary or permanent) of the Smart Analysis device within 10 (ten) working days of withdrawal.
- 4.6. All costs and expenses relating to technical interventions and / or replacement of the Smart Analysis device for defects or malfunctions not dependent on DNAPhone are charged to the Customer.

5. Fees and payment methods

- 5.1. The evidence of the cost and payment methods relating to the Smart Analysis platform and the subscription of related services is provided to the Customer by prior written communications and commercial proposals.
- 5.2. The Customer is required to pay a sum as consideration for the sale of the Smart Analysis platform according to the methods indicated on the invoice.
- 5.3. The Customer is required to pay a sum as consideration for any services provided by DNAPhone immediately after activation in the manner indicated on the invoice.

6. Acceptance and amendments of the General Contract Conditions.

- 6.1. The use of the services necessarily implies the acceptance of these General Conditions, which may be modified at any time, through publication on the website <https://smart.dnaphone.it/> and dedicated Smart Analysis APPs. The new terms and conditions will be effective automatically after 30 (thirty) days from the date of their communication via e-mail or from their publication on the site. The Customer, within this period, if he does not agree with the new Conditions, may withdraw in compliance with the terms and conditions. The continuation of the use of the service by the Customer will constitute tacit acceptance of the changes.

7. Express termination clause

- 7.1. Failure and / or inaccurate and / or delayed execution, by the Customer, of the payment of the consideration will constitute grounds for termination due to the fact and fault of the Customer and will legitimize DNAPhone Srl to declare this contract terminated by law with express reserve for compensation of the direct and indirect damage.
- 7.2. DNAPhone Srl reserves the unquestionable right to suspend its performance pursuant to art. 1460 of the Italian Civil Code in the event of failure and / or inaccurate and / or delayed execution by the Customer of the obligations provided for in art. 5.2.

8. Treatment of personal data.

- 8.1. The information relating to the processing of personal data is provided to the Customer upon signing the contract, it can be requested at any time and its updated version is published on the website <https://smart.dnaphone.it/> and dedicated Smart Analysis APPs.
- 8.2. The personal data processing activities for which DNAPhone assumes the role of data controller are regulated through an attachment to this contract.

9. Applicable Law and Jurisdiction

- 9.1. The Contract finalized between the Parties with these General Conditions attached as an integral part is drawn up in the Italian language, and in case of disputes and/or doubts of interpretation for translations into other languages, the text drawn up in the Italian language shall always be binding in any case.
- 9.2. This contract and its execution, interpretation, integration and/or modification, as all the relationships between the Parties to this contract, are governed exclusively by Italian law.
- 9.3. For any dispute arising from this contract, the judicial authority of the Court of Parma will be exclusively competent.

They are specifically approved pursuant to and for the purposes of articles 1341-1342 of the Italian Civil Code the conditions in points 2 (Duration of the contract), 3 (Obligations and exclusions), 4 (Guarantee of operation of the service and of the Smart Analysis platform), 6 (Acceptance and amendments of the General Contract Conditions), 7 (Express termination clause), 9 (Applicable Law and Jurisdiction)

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B	Appointment as a data processor of DNAPhone