

## Terms and Conditions of Business (March 2011)

### Definitions:

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

**"Client(s)"** – individuals, private or affiliated to organisations within both the profit and non-profit sector that seek to do business with The Company.

**"Services"** – these are pre-prepared finished products or document of The Company i.e. "DiseaseINFOPACK", "OpportunitySCAN", "MarketVIEW" and "VaccineSTATS". These are also the custom bespoke services or "ExpertREACT" newsletter provided by The Company.

**"Intellectual property rights"** – these are patents, designs, trademarks, methodologies, analytics tools and frameworks, relationships and service marks that The Company may utilize during the course of its business (whether registered or unregistered).

**"Fees"** – these are the charges that are payable by clients when they receive the services of The Company under the terms set out in this document.

**"Subscription period"** – this is the time period that the Company allows the Client access to the Company's on-line databases. The Subscription period begins when the Client has received appropriate log-in details from the Company. The Subscription period ends (in the case of paid-for access) according to terms set out in each database service.

**"Registrants"** – means any Client or user that has registered for the Company's on-line database services.

**"The Company"** – this denotes The Company, VacZine Analytics currently trading as part of Assay Advantage Ltd. UK Registered company number: 5807728. VAT number: 883 5840 84

**"Personnel"** – all individuals or "contractors" that are employees of client organisations.

**"Loss"** – breach of duty in contract, tort, negligence, financial profits, business interruption, and liabilities to third parties

This document indicates the Terms and Conditions used to govern the supply of Services to respective Clients of the Company. If an order is placed by a Client and accepted by us The Company assume that the client has accepted the Terms and Conditions in this document.

### 1) Operating procedure

The Company shall provide products Services to Clients and will endeavour to use all possible skill and care in their production and delivery. Within reason the Company will attempt to meet timescales, delivery requirements and other specifications as layout in our product brochures and described in an order, proposal document.

### 2) The Ordering Process

The Company shall consider an order to be valid when signed by both parties. If an order is submitted by e-mail then on receipt of Client e-mail, with written acceptance, the Company will consider the order valid and that the Client accepts the Terms and Conditions of business including their cancellation rights (section 12). For Services such as bespoke custom work, the Company will not initiate work or undertake costs until a formal #PO or similar is received from the Client. In certain circumstances, the Company reserves the right to impose minimum project costs or surcharges.

The Company will submit Services to the Client (normally by electronic form) as soon as is reasonably possible after an order is accepted. The Company will then issue invoices to the Client for the payment of fees and expenses.

When ordering on-line from the Company website, a purchase of Services from the Company becomes binding when the Company has accepted the order to be valid and confirmed by written communication, normally in electronic form.

### 3) The Services

The Company provides Services which can be either completed finished documents or custom, bespoke work.

When the Company submits to the Client finished documents these will be in Adobe .pdf format. The Company will make every effort to ensure that the presentation and format of the documents meets the Company's quality specifications in terms of layout, design and graphical representation. If a Client requests our documents to be submitted to you in another format i.e. .ppt (Microsoft Powerpoint format). The Company cannot be held responsible for how the documents are represented when on Client computer workstations.

For custom projects or Services where produced documents are not for publication and are specific to a particular Client the Company will prepare a proposal outlining project specification, methodology, estimated cost and delivery dates. If the Client accepts the proposal it is assumed the Client agrees and understands to the particulars within the proposal.

On completion of work the Company will submit final versions to the Client on an agreed delivery date. Within a reasonable timeframe from this delivery date e.g. 1-2 weeks post delivery the Company will attend to minor modifications gathered through Client feedback and make good inadvertent errors, if any. The documents should not be considered "live" to be updated as internal Client circumstances change. If major alterations are required that the Company considers will result in additional work and are beyond the pre-agreed specification outlined in project planning documents and/or project proposal, the Company will levy an agreed daily charge for work undertaken or prepare a new proposal.

### 4) Product licences: pre-prepared finished products

A Client cannot receive, reproduce, store in a retrieval system or transmit in any form work product and/or published documents without the written permission (through grant of license) of the publisher VacZine Analytics (a division of Assay Advantage Ltd).

**Grant of licenses:** The Company shall submit finished documents to the Client and grant a non-exclusive, nontransferable license to use documents and "Intellectual Property Rights" for the Client's own business purposes at the site(s) or regions set out in the accepted order (see section 5). Persons at the site(s) or regions may browse, copy or download the documents.

The Client must accept the legal and beneficial interest of the Company related to its production of documents and services in connection with its ongoing business operations. The Client should notify the Company if the Client or any users become aware of any unauthorized usage of the Company's products and services.

### 5) Types of product licence: pre-prepared finished products

The Company currently grants a number of different licenses:

a. **Region licence** – this means all personnel working on sites within a particular region. Regions can be:

**Region A:** North and South America

**Region B:** Europe – United Kingdom, Germany, Italy, Spain, France and other European countries

**Region C:** All other countries e.g. SE Asia, Japan, Africa, Middle East, Russia and Australia

b. **Global licence** – this means Regions A, B and C as set out in **paragraph 5.a**

License holders should ensure that individuals or third parties should not receive use of the Company's documents and Services without the prior written consent of the Company.

## 6) Online Database services

For the Services described as “VaccineSTATS” on-line databases e.g. **Vaccine R&D database** and **EpibaseID™**, the Company operates both “free” and “paid-for” subscriptions. In each case, registrants will be asked provide details of identification to the Company as laid out in a simple registration form (on-line). The Registrants will then be granted a non-exclusive, non-transferable license to use/and or access the database outputs according to each chosen database service. Registrants will supply a specific USERNAME and PASSWORD to access each chosen database. The USERNAME and PASSWORD are intended for one individual or “seat” only and last as long as the stated Subscription period. Registrants are solely responsible for protecting the confidentiality of any username, e-mail verification and password supplied.

The Company will not be bound to permit access to its on-line database to Registrants and in its absolute discretion can refuse access (whether paid or not) to Registrants without explanation. The Company reserves the right to promote “paid for” databases and other Services/newsletters e.g. ExpertREACT for those Registrants that have applied for free database Services. In these cases, each Registrant can request not to be contacted for the marketing of other Services by writing to the Company address set out at the end of this document or unsubscribing from any newsletter.

Database registrants may:

- a) View, search, interrogate the database and its records to support ongoing research and analysis projects
- b) Use partial and limited extracts (by export features, in available) from the database to support ongoing research and analysis projects ensuring that the Company and its Copyright notice is sourced appropriately in final deliverables

Database registrants may not:

- c) Resell, sub-license, transfer, lease or assign rights to their database access
- d) Make the database contents/outputs (partially or fully) available on a computer network or intranet
- e) Distribute the materials via the world wide web or equivalent global system
- f) Modify, alter or create derivative works such as structured databases without the full permission of the Company

**Update policy:** Both **Vaccine R&D database** and **EpibaseID™** databases will be updated by the Company where possible. However, the Company cannot guarantee a specific timeframe or nature of content associated with any update.

## 7) Warranties

The Company will provide to the Client the Services with reasonable skill and care. The Company, however, cannot guarantee that the Services will be completely free of inadvertent errors. The Company also cannot warrant that our services will always meet the Client’s present particular circumstances or requirements or those that may become apparent in the future.

## 8) Disclaimers

The Company’s Services contain recommendations, predictions, forecasts, viewpoints, judgements and statements pertaining to its experience, knowledge and research and analysis technique. In this respect Clients should acknowledge that these are for information purposes only. Users within the Client organisation should not place any emphasis and reliance on these items. Clients should assume sole responsibility of the use and appropriateness of the Services of the Company.

The Company’s Services contain links to third-party websites of over which the Company has no control. These links are provided for information or citation purposes only. The Company does not imply endorsement of the material on these websites and cannot be held liable for their contents and interpretation by the Client of their contents.

The Company has taken reasonable steps to ensure that its Services are free from computer viruses or items that could have a contaminating or destructive capability to your computer systems. The Company assumes that it is the responsibility of the Client to ensure the Services meets the requirements of the Clients computer systems.

## 9) **Liability**

The Company cannot be held liable for any client loss that is incurred from our Documents or Services being unavailable. Examples (non-exhaustive) of loss can include a client's breach of duty in contract, tort, negligence, financial profits, business interruption, and liabilities to third parties.

## 10) **Intellectual Property Rights and Indemnities**

Clients should indemnify the Company from any losses, damages and expenses incurred by us caused by any infringement of our rights or the Documents by any individual in breach of this agreement as a result of your use of our Documents outside this agreement. In return The Company will indemnify you in full for any infringement or threatened infringement of any of our Intellectual Property Rights (or those of our licensors), which The Company have licensed or made available to you under these Terms.

## 11) **Fees**

The fees of the Company's Services are made clear at time of order prior to acceptance. The fees become payable on receipt of our invoice and are exclusive of VAT (United Kingdom) which will be added to the agreed sum in total. By ordering our Documents or Services the Client waives any right to set off counterclaims against the fees.

The Company requires that fees be paid in full **30 days** after receipt of initial invoice. If the Client does not settle the outstanding invoice within this period interest will accrue at a rate of one and half (**1.5%**) per month. The Company will also write to the Client to modify the payment terms for any further orders, suspend our delivery of further services to the Client or put in place mechanisms where will may secure the Client's payment obligations.

For Client specific custom projects all invoices are payable **50% on initiation** and **50% on completion**. If the Company has not received settlement of the initial invoice then the Company reserves the right to withhold delivery of final project deliverables until such settlement is received.

The Company operates volume discount schemes that are agreed individually with each Client. The Company will add appropriate per product discounts to each invoice. It is the sole discretion of the Company whether or not to extend discounts and to determine how long they remain valid. Company discounts cannot be used in conjunction with discounts offered by other third-party distributors which distribute the Company's products.

**Introductions:** Where the Company has formally introduced an existing Client to another party known to the Company for the benefit of a future commercial collaboration or partnership, the Company reserves the right to levy an "Introduction fee" which will be negotiated on a pre-agreed and case-by-case basis.

## 12) **Cancellation**

The Company's cancellation policies are in accordance with the EU Consumer Protection (Distance Selling) Regulations (DSRs).

Prior to acceptance of an order the Company will make available written information regarding Clients cancellation rights. This is posted on the Company website and is available for public review.

**For finished documents and database services:** a Clients cancellation rights will last for **seven working days** counting from the day that the order was concluded. If the Services i.e. provision of the documents has taken place with the Clients agreement before this period the Client's cancellation rights have ended.

**For Custom bespoke work:** when the Company has had the agreement to start the service before the end of **seven working days** the Client's cancellation rights will end as soon as the Company starts the service. If the Client still wishes to cancel the service the Company will charge the client **20%** of the total proposed service cost.

13) **Termination**

The Company reserves the right to terminate this agreement immediately if a Client breaches the conditions set out in this agreement or infringes any of our intellectual property rights. If a Client is subject to an administration order or goes into liquidation so that it ceases to carry on business The Company will terminate this agreement.

14) **Variation**

The Company reserves the right to modify any part of this agreement at any time. Should such changes occur The Company will inform you in writing and post the changes on our website. It will be assumed that you accept the changes unless you express otherwise in writing.

15) **Publicity**

The Company will not publicise the Terms or the existence of any Client relationship or make any statement about the services to any third party without the prior written consent of the other party. The Company asks that Clients acknowledge the equivalent in that they also do not publicise this relationship to third parties including companies supplying similar products and services to their business.

16) **Force Majeure**

If our obligations under this agreement cannot be met due to circumstances beyond our control The Company shall not be held liable for any delay or failure to provide, perform or deliver a particular product or service. Events (including and not limited to) could include failure of third-party supplier, earthquake, fire, labour dispute, riot, governmental action, failure of computer equipment, pandemic pertaining to an infectious pathogen or changed regulatory requirements.

17) **Contact details**

The full name of our company is VacZine Analytics (A division of Assay Advantage Ltd). The Company is registered in England & Wales under company registration number: **5807728**. Our VAT number is: **883 5840 84**.

Our registered address is:

**VacZine Analytics (of Assay Advantage Ltd)**

Warren House  
Bells Hill  
Bishops Stortford  
Herts  
CM23 2NN

You can contact us by email to [info@vacZine-analytics.com](mailto:info@vacZine-analytics.com)

**VacZine Analytics** and the spiral logo and UK Registered Trademarks