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BIONT, a. s.
DOŠLO: 08-02-2019
PODPIS:

Remote support and maintenance contract

This contract is entered into between Trasis Ltd (hereinafter referred to as "Trasis") and the client:

Company : **Biont, a.s.,**
Represented by: **Kabát Martin, Ing. Mgr., PhD., Kováč Peter, Doc. Ing., PhD.**
Telephone No : **+421 2 206 70 749**

Trasis agrees to provide equipment as part of the service description:

- for remote support
- for remote support and preventive maintenance under the terms and conditions specified below.

The client agrees to pay the price.

The contract will only become effective upon full payment of the price.

1. Equipment covered

Synthesiser: AllinOne : serial number: **4065 (AIO18FDG)**

Installation site:

| | | |
|-------------|--------------------------|-----------------------------|
| Institution | Biont, a.s. | |
| Street | Karloveská 63 | |
| Post code | SK-842 29 | Town/City Bratislava |
| Country | Slovakia | |
| Telephone | +421 2 206 70 628 | |
| No. | | |

2. Contractual period and price

From **01/01/2019** to **31/12/2019** at a cost of **EUR 8 410.00** Excl. VAT as per our SQ19-4

3. Foreword

The following chapters describe the various after-sales service options offered by Trasis for its AllinOne and Mini AllinOne synthesis modules and for any associated equipment.

The prices and terms being offered remain subject to change from one year to the next without any notice required to be given by Trasis, however these shall remain unchanged during the year covered by the contract selected.

Service implementation is assured by Trasis provided that any consumable items used have been provided by Trasis or by a supplier previously authorised by Trasis.

The client must take out to a valid civil liability insurance policy whenever the Trasis specialist or his/her representative should pay a site visit. This insurance policy must cover any physical and material damages caused to the client or to a third party in the event of an accident where the Trasis specialist (or his/her representative) is deemed to be liable during his/her maintenance visit.

The client shall ensure that the premises and equipment can be accessed by the Trasis specialist (or his/her representative) and that he/she is able to complete his/her task safely. Any on-site waiting time or a disruption to any work being carried out by the specialist in order to satisfy this requirement will result in waiting time being invoiced at the hourly rate for an out-of-contract maintenance service.

4. Remote support contract

The remote support contract is essential for any installation which requires remote access from Belgium. It allows it to be linked or recalled by technicians who are experts in their field by using the following telephone numbers:

Belgium: + 32 4 365 86 57 France: + 33 9 75 18 00 72

Canada: + 1 780 666 41 99 USA: +1 201 588 5752

The remote support contract is essential when subscribing to another maintenance contract (either preventive or preventive and curative).

Trasis uses telephone and ICT based communication to provide this service.

Our after-sales department must therefore be able to possess a remote Internet connection via a VPN or TeamViewer in order to connect to the instrument. This type of connection improves the quality of any intervention by sharing screen and ICT based applications between Trasis and the client.

These services are available on every business/working day from Monday to Friday from 7:30 am to 6:00 pm (CET-CEST).

This contract allows for an unlimited number of calls and/or remote connections throughout the course of the year.

Exclusive objectives:

- to provide a rapid response to any questions or issues,
- to provide the operation with an immediate or definitive solution to the issue wherever possible
- to diagnose any potential equipment failure

- to diagnose any potential issues occurring during synthesis processes authorised by Trasis
- to analyse the feasibility of processes which have not been developed by Trasis according to any equipment installed on site
- to provide free access to software upgrades, to all new processes developed by Trasis, as well as to any existing process improvements already approved by Trasis.

Operation:

Any calls made to the national rate numbers specified above will be redirected automatically to the Trasis offices. This allows rapid access to the Trasis engineers and radio chemists via nationwide communication. Telephone support can resolve over 90% of the issues experienced. Otherwise, on-site intervention will be scheduled as soon as possible depending on the type of issue.

We will encourage an initial intervention by local users as much as possible once an issue arises, and this will be overseen remotely by Trasis. This will often allow the issue to be resolved, or it will allow the system to function as quickly as possible in spite of the failure. Remote access capabilities over Ethernet and the Internet can increase the speed and accuracy in terms of diagnostics.

We will adopt the following sequence whenever an issue has been confirmed:

- ✓ we will attempt to find a definitive solution to the issue directly with the help of the user
- ✓ we will attempt to find a temporary solution directly with the help of the user, which allows to continue to work and while:
 - either spare parts will be dispatched which one of your technicians will change by following detailed procedures and using remote support provided by the Trasis engineering department,
 - or Trasis will organise an intervention on site.
- ✓ In the event of a blocking failure, we will fine-tune the diagnosis and will plan a swift on-site intervention.

Guaranteed response times:

- ✓ Access to telephone technical support: immediately during the call.
- ✓ Access to remote support: within five minutes provided the line is open to the user.
- ✓ Parts shipment: will be sent the same day if ordered before 10am. Otherwise, it will be dispatched the next working day.
- ✓ Priority treatment for requests and interventions towards requests made where no contract is in place.

5. Remote support contract option: Preventive maintenance

Subscribing to a remote support contract is a key requirement for a preventive maintenance contract.

The purpose of preventive maintenance is to ensure that the equipment functions perfectly and that it possesses the latest software upgrades and improvements. The preventive maintenance contract does not cover emergency interventions.

The preventive maintenance contract must be signed before the first year warranty has expired, and no later than twelve months after the instrument has been accepted. It must also include a

subscription without interruption. Any pre-maintenance update requirement must remain subject to quotation.

The preventive maintenance contract includes:

- Software updates throughout the year of subscription
- Unlimited support calls and remote troubleshooting
- Intervention priority compared to clients who have not subscribed to this service (Trasis will attempt to do everything possible to intervene on site within 48 hours).
- The replacement of parts and their routing on site (incoterms DAP: on site delivery free of shipping costs, not including any domestic import and export taxes), See the list in Appendix 1
- Qualification of the installation and the operational qualification. Calibration of the vacuum pump, pressure and temperature sensors, reactor furnaces, air and nitrogen pressure regulators, and nitrogen output units.
- Salaries and accommodation costs for Trasis specialists or its official representatives

The equipment will be grounded for one day during preventive maintenance work.

The equipment is subject to a series of operational and performance tests during each annual maintenance inspection. A detailed report for each intervention will be communicated to the laboratory chief.

The preventive maintenance contract does not include:

- Qualification performance for specific tracers if these do not form part of any prior agreement
- On-site visits which have not been scheduled: emergency interventions will be invoiced at the standard non-contractual rate.
- The replacement of HPLC columns and/or UV bulbs if required.

Any emergency or non-standard hourly services as described in chapter 8.2 may apply where necessary.

6. Other options and services:

6.1 Remote support services without a contract:

These services are available on every business/working day from Monday to Friday from 7:30 am to 6:00 pm (CET-CEST).

The response to calls is normally immediate, or within a maximum of 15 minutes.

NOTE: these services without a contract do not provide free access to software upgrades, to all new processes developed by Trasis, nor to any existing process improvements already approved by Trasis.

Rate: € 100.00 exclusive of tax for a 20 minute slot

6.2 Rate for interventions without a maintenance contract:

This rate applies without a curative maintenance contract entered into between the client and Trasis. Trasis is unable to specify a maximum on-site response time in the absence of a curative maintenance contract. A period of one week will be specified as a guideline, depending on the workload and travelling options for Trasis specialists or their representative.

These services are available on every business/working day from Monday to Friday from 7:30 am to 6:00 pm (CET-CEST).

The price does not include replacement parts (see spare parts prices in appendix) and does not include any costs associated with their on-site dispatch.

EU tariff:

| Ref. | Item | Net price [€] |
|------|--|------------------|
| | First day on site, travel and accommodation included | 1,730 |
| | Additional day on site (7:30 am to 6 pm), accommodation included | 1,230 |
| | Supplement per day worked outside of business hours | 600 |
| | Supplement for services during the weekend (7:30 am - 6:00 pm) | 2,000 |

7. Intervention report and traceability of actions

Records will be taken at both the client's and at Trasis's premises as part of their respective responsibility, and these will specify the detailed "date" and "type" of any remote maintenance interventions as well as the names of those compiling them.

Should any remote maintenance work allow remote access to client archives, then Trasis will make all of the arrangements to allow the client to identify the source of each external intervention. Should this be the case, then Trasis agrees to obtain the client's prior approval before each remote maintenance operation where it will assume the initiative. This agreement will be deemed to have been entered into as soon as the client has given Trasis access to its system by using remote access software.

8. Confidentiality clause

Any ICT material and documents supplied to Trasis by the client shall remain the client's property. Any information included in this material and documents are bound by strict professional secrecy, the same of which applies to all data of which Trasis is aware at the time of entering into the agreement.

Trasis agrees to take all precautions which are required in order to preserve the security of the information and in particular to prevent it from being distorted, damaged or communicated to unauthorised individuals.

Trasis therefore agrees to honour the following obligations and to have them respected by its members of staff:

- not to make any copies of documents and information material entrusted to them, except those required to provide this service specified under the contract, or where the master file is necessary under a prior agreement;
- not to use any documents and information processed for purposes other than those specified as part of this contract;

- not to disclose any such documents or information to other individuals, whether in private or to members of the public, individual or legal entities;
- to take all measures to prevent any misuse or fraudulent use of computer files throughout the contractual period;
- to take all security measures, including those of a material nature, to ensure the preservation and integrity of documents and any information processed throughout the period of this contract;
- and to destroy all manual or computerised files at the end of the agreement storing any information which has been acquired.

The client shall reserve the right to carry out any verification processes which it deems useful in order to establish compliance with the aforementioned obligations for Trasis.

The client may terminate the contract with immediate effect and without any compensation being due to the contract holder in the event of a breach of professional secrecy or for failing to comply with the aforementioned provisions.

9. Applicable law and Competent Court

The contract is governed by Belgian law. Any litigation will remain within the exclusive jurisdiction of the Courts of Liège, even in the event of a recourse of warranty or among multiple defendants.

10. General Terms and Conditions

Each contract is assigned to one single instrument under its serial number.

The contracts are non-transferrable.

On-site interventions will only be carried out by members of Trasis staff or by representatives appointed by Trasis.

Any rebates may be granted for contracts for several instruments installed on the same site.

The purchaser will pay attention to the fact that the delivery of an order implies unreserved acceptance of the Trasis General Conditions of Sale and the fact that its own Terms and Conditions of Sale shall be waived.

Payment terms: in advance and in full.

Bank details:

IBAN: BE50 3630 9568 8318

SWIFT/BIC: BBRU BEBB

Bank: ING Embourg – Avenue du Centenaire 1, BE-4053 Embourg, Belgium
+32 4 361 66 32

Ans, 15/01/2019

On behalf of Trasis SA

On behalf of the Client

APPENDIX 1:

Parts replaced during annual maintenance and inspection work:

| To be replaced Y1: every year - Y3: additional parts every 3 years | qty included or recommended | Ref | Description |
|---|-----------------------------------|-------|---|
| Y1 | 4 | | Pressure - 4 Check valves ref 9241 - Cracking Pressure 0.17psi (11,7mBar) + Oring (internal parts only, no body included) |
| Y1 | 2 | | Activity plunger - Ferrule |
| Y1 | 1 | 9231 | Activity plunger - Set of tubing for the connection to the cyclotron line (12 pces) |
| Y1 | 1 | 2871 | Activity plunger - Tefzel - 1 m |
| Y1 | 5 | 7346 | Enriched water recovery - Oring |
| Y1 | 1 | 12126 | Enriched water recovery - Tube (set of 5 pieces) |
| Y1 | 1 | 3407 | Enriched water recovery - Vial with original cap |
| Y1 | 1 | 7194 | HPLC - Check valve : Cracking Pressure 250mBar - Max Pressure 4 Bar - for injection loop overflow |
| Y1 | 2 | 7195 | HPLC - Check valve : Cracking Pressure 35mBar - Max Pressure 4 Bar - to HPLC waste |
| Y1 | 1 | 9234 | HPLC - Waste - Set of tubes for the HPLC Waste bottle |
| Y1 | 1 | 776 | Waste - Chemistry waste bottle 500 mL |
| Y1 | 1 | 776 | Waste - Chemistry waste bottle 500 mL |
| Y1 | 1 | 9767 | Waste - Gas collection bag 40L |
| Y3 | 1 | 9240 | Waste - Set of tubes for the Chemistry Waste bottle |
| Y3 | 1 | 7521 | CPU : Battery pack |
| Y3 | 1 | 7149 | CPU : Compact Flash disk 512 Mbyte (Industrial Grade) |
| Y3 | 1 | 3406 | Enriched water recovery - Vial with cap |
| Y3 | 1 | 3408 | HPLC - Check valve : 6000 psig (400 bar), Sst, tube 1/16", dead volume 0.121 mL |
| Y3 | 1 | 7168 | HPLC - Delay loop |
| Y3 | 1 | 12131 | HPLC - Fraction collection valve 3/2 |
| Y3 | 2 | 7708 | HPLC - HP pump - Check valves for HPLC S100 pump for 10 ml and 50 ml pump head - SS ultra-fast W.O. seal |
| Y3 | 2 | 7710 | HPLC - HP pump - Piston rod for HPLC S100 pump, 10 ml pump head, sapphire |
| Y3 | 1 | 7709 | HPLC - HP pump - Set of gaskets , 1/8" 10 ml pump head |
| Y3 | 1 | 3725 | HPLC - Injection loop (with nut and ferrules) 9,5 mL sst |
| Y3 | 1 | 7500 | HPLC - Loop for radiation detector - large volume |
| Y3 | 2 | 8336 | HPLC - Seals for high pressure valve 6 ports 5000psi |
| Y3 | 1 | 6744 | HPLC - Set of three filters for eluents bottles |
| Y3 | 1 | 9235 | HPLC - Set of tubing for the eluent selection box |
| Y3 | 1 | 9236 | HPLC - Set of tubing for the high pressure part of the HPLC system (st |

| steel tubes and nuts and ferrules) | | | |
|------------------------------------|---|-------|---|
| Y3 | 1 | 9237 | HPLC - Set of tubing for the low pressure part of the HPLC system |
| Y3 | 1 | 6748 | HPLC - Waste - Bottle with cap |
| Y3 | 1 | 3336 | Pressure - Pressure regulator : electronic 0-5 bars |
| y3 | 1 | 7193 | Pressure - Pressure valve waste safety Cracking Pressure 500mBar |
| Y3 | 1 | 9229 | Pressure - Set of internal pressure tubing |
| Y3 | 1 | 9233 | Vacuum - Set of tubing for the internal tubing of the AIO |
| Y3 | 1 | 3089 | Vacuum - Vacuum pump |
| Y3 | 1 | 12208 | Vacuum - Vacuum sensor |
| Y3 | 1 | 3405 | Waste - Chemistry waste bottle 500 mL with cap |