

THERMO FISHER SCIENTIFIC

Data Protection Standards

Thermo Fisher Scientific Inc. and its worldwide affiliates and subsidiaries (collectively “**Thermo Fisher**”) require that its service providers, suppliers, distributors and other business partners and their employees (collectively “**You**” or “**Your**”) comply with the requirements set forth in these Data Protection Standards (“**Standards**”) with respect to any information (“**Thermo Fisher Data**”) that Thermo Fisher, Thermo Fisher employees, representatives, customers, distributors, or other business partners make available to You in the context of Your business relationship with Thermo Fisher.

1. Control and Ownership. You must not access, collect, store, retain, transfer, use or otherwise process in any manner any Thermo Fisher Data, except: (a) in the interest and on behalf of Thermo Fisher; and, (b) as directed by authorized personnel of Thermo Fisher in writing. Without limiting the generality of the foregoing, You may not make Thermo Fisher Data accessible to any subcontractors or relocate Thermo Fisher Data to new locations, except with Thermo Fisher approval set forth in written agreements with, or written instructions from Thermo Fisher and on terms substantially the same as between Thermo and You. You must return or delete any Thermo Fisher Data if and when we request it.

2. Information Security and Data Privacy Program Review. You must keep Thermo Fisher Data secure from unauthorized access by using Your best efforts and state-of-the art organizational and technical safeguards. Your information security and data privacy programs may be subject to initial review and approval by Thermo Fisher, and annual assessments may be conducted by Thermo Fisher. Once Your program has been reviewed and approved, You must refrain from making any changes that reduce the level of security provided thereunder, and provide thirty (30) days prior written notice to Thermo Fisher if any changes to your program negatively impact the overall security of your program. Thermo Fisher may conduct a full review of Your program at its discretion in the event of a change. If You conduct any certified audits, such as ISO 27001, SSAE 16, or similar, you must provide evidence of certification and maintain these certifications as appropriate. You must provide Thermo Fisher with thirty (30) days’ notice of any changes to certifications related to your information security or data privacy programs.

3. Cooperate with Compliance Obligations. Where applicable, You agree to comply with laws or industry standards designed to protect Thermo Fisher Data, including, without limitation, the Standard Contractual Clauses approved by the European Commission for data transfers outside EEA, PCI Standards, requirements for business associates under the U.S. Health Insurance Portability and Accountability Act of 1996, the California Consumer Privacy Act of 2018, as well as similar and other frameworks, if and to the extent such frameworks apply to any Thermo Fisher Data that you process; or, where you are unable to comply with the requirements in part (a), you will notify Thermo Fisher of such and will (b) allow Thermo Fisher to terminate certain or all contracts with You, subject to (i) a proportionate refund of any prepaid fees, (ii) transition or migration assistance as reasonably required, and, (iii) without applying any early termination charges or other extra charges.

4. Obligation to Assist and Submit to Audits. You agree to provide reasonable assistance where required to assist Thermo Fisher to comply with its legal obligations in relation to Thermo Fisher Data processed in the context of Your business relationship with us. You must submit to reasonable data security and privacy compliance audits by Thermo Fisher and/or, at Thermo Fisher’ request, by an independent third party, or customers of Thermo Fisher, to verify compliance with these Standards, applicable law, and any other applicable contractual undertakings.

5. Notify Breaches. If You become aware of any unauthorized access to Thermo Fisher Data or other incident that might render Thermo Fisher in breach of any Law applicable to Thermo Fisher Data, You must immediately notify Thermo Fisher, consult and cooperate with investigations and potentially required notices, and provide any information and assistance reasonably requested by Thermo Fisher. You must also indemnify Thermo Fisher from any resulting damages and costs, (including, without limitation, identity protection assistance and services procured for data subjects and reasonable attorneys and technical consultant fees) incurred by Thermo Fisher. Any disclaimers or limitations of liability including, but not limited to, those contained in the Terms or other agreements with Thermo Fisher do not apply in the event You are not compliant with these Standards or applicable privacy laws and regulations.

6. Integration. These Standards apply in addition to, not in lieu of, any other terms and conditions agreed with Thermo Fisher, except as specifically and expressly agreed in writing with explicit reference to these Standards.

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