

General Terms and Conditions of Sale

Rime Bioinformatics

Applicable on 16 June 2022

Rime Bioinformatics, SAS, a company with a capital of €5,000
www.rime-bioinformatics.com – contact@rime-bioinformatics.com – 07 68 72 30 19
104 Avenue du Général Leclerc, 91120 Palaiseau, France
SIREN 895 187 433 – RCS EVRY
VAT No FR38895187433

ARTICLE 1 DEFINITIONS

- 1.1 **Customer** means any natural or legal person placing an order with Rime Bioinformatics.
- 1.2 **Order** means any order for a Product and/or Service, placed by the Customer on the basis of the Quotation, in accordance with these General Terms and Conditions of Sale.
- 1.3 **Quotation** means the commercial proposal transmitted by Rime Bioinformatics, detailing the useful information relating to a Service and/or Product, including the applicable price.
- 1.4 **Personal Data** means any information relating to an identified or identifiable natural person within the meaning of Regulation (EU) 2016/679 known as the General Data Protection Regulation (GDPR)
- 1.5 **Confidential Information** means any information provided by any means by one Party (then the "Disclosing Party") to the other Party (then the "Beneficiary") as part of an Order, relating in particular and without this list being exhaustive, to the company, its activity, its commercial and/or financial information, its know-how, its intellectual property, its technologies, its products or any other information that may reasonably be considered confidential by the Beneficiary, excluding any information that the Beneficiary can demonstrate in writing that it:
- is or becomes accessible to the public through no fault, act or omission on the part of the Beneficiary; or
 - is provided to the Beneficiary by a third party who is not subject to any obligation of confidentiality and who has the right to make such disclosure without any restriction.
- 1.6 **Delivery** means the final delivery of the report(s) related to the performance of a Service, and/or Products to the Customer.
- 1.7 **Customer's Material** means any microorganism, genome, DNA and other material transmitted by the Customer to Rime Bioinformatics for the performance of the Services.
- 1.8 **Product** means any computer software developed by Rime Bioinformatics.
- 1.9 **Intellectual Property of Rime Bioinformatics** means all Intellectual Property rights held by Rime Bioinformatics on the day of the Order and/or developed by Rime Bioinformatics independently of the Order, and implemented by Rime Bioinformatics for the performance of the Service, as well as any improvement, invention, discovery, process or method in connection with or relating to such Intellectual Property rights, developed during the execution of the Service.
- 1.10 **Protocol** means the document prepared by Rime Bioinformatics and set out in Appendix 1 of these General Terms and Conditions of Sale, and describing the expected characteristics of the Material.

- 1.11 **Rime Bioinformatics** means Rime Bioinformatics, SAS with a capital of €5,000, located at 104 Avenue du Général Leclerc, 91120 Palaiseau, France.
- 1.12 **Service** means any data analysis and/or sequencing, carried out by Rime Bioinformatics on Order from the Customer, from the Customer's Material.

ARTICLE 2 OBJECT

- 2.1 The General Terms and Conditions of Sale are applicable to all Product and/or Service Orders that are placed by the Customer with Rime Bioinformatics and constitute the agreement between the Parties.
- 2.2 The fact of placing an Order implies the Customer's full and unreserved acceptance of these General Terms and Conditions of sale. The general or special conditions of the Customer that Rime Bioinformatics has not expressly accepted in writing are excluded.
- 2.3 Rime Bioinformatics reserves the right to modify these General Terms and Conditions of Sale at any time subject to the fact that these modifications appear on the website <https://rime-bioinformatics.com/>. The General Terms and Conditions of Sale of force at the time of signature of an Order shall, however, remain valid at the time of its execution.
- 2.4 When specific conditions are mentioned in the Quotes issued by Rime Bioinformatics, they supplement the General Terms and Conditions of Sale or replace them if they are different.

ARTICLE 3 QUOTE and ORDER

- 3.1 The validity period of Rime Bioinformatics Quotes is three (3) months.

- 3.2 Only Orders placed within this period, in writing and referring to the corresponding written Quote, are binding on Rime Bioinformatics. In the event that the Customer places an Order beyond this period, Rime Bioinformatics reserves the right to send a second updated quote for the service ordered. The Order will only be considered validly placed after acceptance by the Customer of the second quote, or if necessary after confirmation by Rime Bioinformatics of the validity of the costs displayed in the initial Quote.

ARTICLE 4 PRICES and TERMS OF PAYMENT

- 4.1 Rime Bioinformatics prices are given exclusive of taxes in Euros.
- 4.2 Taxes imposed by tax administrations such as VAT, can be added to the prices of Rime Bioinformatics. The Customer assumes the responsibility for these taxes.
- 4.3 Rime Bioinformatics' prices relate only to the Products and Services described in the Quotations. If other Products or Services not included in such Quotation are ordered, they will be the subject of a new separate Quotation.
- 4.4 Invoices are issued in Euros and payable in Euros, at the registered office of Rime Bioinformatics, unless otherwise specified, no later than thirty (30) days after the invoice date.
- 4.5 Payment for Orders is made by bank transfer.
- 4.6 Complaints concerning invoices must be sent in writing to the registered office of Rime Bioinformatics within eight (8) days of receipt of the disputed invoice. Beyond this period, the Customer will no longer be able to dispute the invoice.

- 4.7 The Products and/or results of the performance of the Services remain the property of Rime Bioinformatics until full payment of the price by the Customer.
- 4.8 Any exceeding of the deadline for the payment of an invoice will produce late payment interest to which will be added a lump sum compensation of fifty (50) euros for recovery costs. Default interest is set at the European Central Bank's (ECB) half-yearly policy rate (refinancing rate or Refi), in force on 1 January of the current year on the date on which the payment is due, plus 10 points. <http://www.banque-france.fr/economie-et-statistiques/changes-et-taux/les-taux-directeurs.html> This rate is applied to the amount inclusive of all taxes of the amount remaining due and runs from the due date of the price.
- 4.9 In addition to the foregoing provisions, in the event of late or non-payment, Rime Bioinformatics reserves the right to refuse subsequent Orders from the defaulting Customer, until full payment of the price of the Order concerned.
- 5.3 The Customer indemnifies Rime Bioinformatics against any recourse by a third party relating to the ownership of the Customer's Material.
- 5.4 Rime Bioinformatics undertakes to perform the Service diligently and professionally.
- 5.5 The Services may be performed either on the premises of Rime Bioinformatics or on those of a service provider approved by Rime Bioinformatics.
- 5.6 Rime Bioinformatics may subcontract all or part of the Service to any third party of its choice. Rime Bioinformatics will remain responsible to the Customer for all the obligations imposed on it in these General Terms and Conditions of Sale.
- 5.7 Rime Bioinformatics is responsible for storing the Customer's Material in an appropriate manner and in accordance with the instructions given by the Customer.
- 5.8 Rime Bioinformatics will be released from any responsibility if the Customer has not provided it with the information or data in the qualities and quantities required, necessary for the proper performance of its service.

ARTICLE 5 REALIZATION OF SERVICES

- 5.1 The Customer will provide Rime Bioinformatics, free of charge, with the Material that meets the conditions listed in the Protocol, as well as all the necessary information concerning the Material and the Customer.
- 5.2 The Customer's Material remains the sole and exclusive property of the Customer. Rime Bioinformatics will only use the Customer's Material for the sole purpose of performing the Service.
- 5.9 Rime Bioinformatics will not be held responsible for the consequences of an error during the performance of the Service, nor for damage caused to the Customer's Material when such error or damage is due to an unforeseeable defect of the Customer's Material used, to any Customer Material defective or unfit for use, or a case of Force Majeure, which means any external, unforeseeable and irresistible event within the meaning of Article 1148 of the French Civil Code and recognized as such by the jurisprudence of the French courts.

- 5.10 Rime Bioinformatics may only be held liable in the event of fault on the part of Rime Bioinformatics and shall be limited to direct damages, indirect or incidental damages being excluded, and shall not exceed the total amount paid for the Service under which such liability arose.
- 5.11 The results, data, information and reports designed, produced or derived from the execution by Rime Bioinformatics of the Service are the exclusive and entire property of the Customer. Rime Bioinformatics agrees to assist, if necessary, the Customer in the completion of all formalities required to obtain patents, copyrights or other proprietary rights in such data, discoveries or inventions. All costs and expenses associated with establishing the Customer's rights thereon will be borne by the Customer, and all internal costs and expenses incurred by Rime Bioinformatics will be covered by the Customer.
- 5.12 Rime Bioinformatics remains the exclusive owner of the Intellectual Property of Rime Bioinformatics. Unless otherwise stipulated in a specific contract between the Customer and Rime Bioinformatics, no rights are granted to the Customer on the Intellectual Property rights of Rime Bioinformatics.
- 5.13 The Customer undertakes not to misappropriate or contest the Intellectual Property of Rime Bioinformatics.
- 5.14 The Customer shall refrain from carrying out, directly or indirectly, reverse engineering, reverse assembly, decompilation, splitting, reproduction, reprocessing, partitioning or deriving from it the ideas, algorithms, formulas, formulations, components, structures, methods, designs or organization of the Confidential Information or the Products and/or Services of Rime Bioinformatics or any part thereof.
- 5.15 All information and results related exclusively to the effectiveness of Rime Bioinformatics' technologies with the Customer's Materials will be freely used by Rime Bioinformatics, subject to obtaining the Prior Written Consent of the Customer.

ARTICLE 6 DELIVERY

- 6.1 Estimated delivery times are defined in each Quote. Rime Bioinformatics will make every effort to meet the Delivery times indicated in the Quote.
- 6.2 Rime Bioinformatics cannot be held liable in the event of delay due to incomplete information provided by the Customer, or of a defect related to the Customer's Material that is incorrect, inappropriate, incomplete or partial provided by the Customer or of a case of unforeseeable activity or incapacity of all or part of the Material of the Customer (unless such defect or incapacity is due to the negligence or wilful misconduct of Rime Bioinformatics). Any reasonable delay in delivery is not subject to damages or termination of the contract.
- 6.3 The Customer is required to check the Products delivered on the day of receipt. The Customer must inform Rime Bioinformatics of the defective nature of a Product, within a period not exceeding thirty (30) calendar days following receipt of said Product.

ARTICLE 7 CONFIDENTIALITY

- 7.1 The Customer authorizes Rime Bioinformatics to quote the Customer's corporate name, to cite the Customer's brand and to reproduce the Customer's logo as a commercial reference. The Customer waives the right to claim consideration, to consider that he suffers damage and/or to seek the award of damages.
- 7.2 Unless otherwise stipulated by the Customer, Rime Bioinformatics will keep the Customer's information to which it may have access as confidential.
- 7.3 Each Party undertakes to keep the Confidential Information disclosed to it strictly confidential.
- 7.4 Rime Bioinformatics undertakes to limit the provision of the Customer's Confidential Information only to persons a) having to know for the performance of the Service b) having been informed of the confidential nature of the information transmitted to it and c) bound by confidentiality obligations at least as binding as those provided for under these General Terms and Conditions of Sale.
- 8.2 Rime Bioinformatics collects and uses the Customer's Personal Data to communicate with the Customer, to enable the Customer to use the online form in connection with the Services, to deliver the results of the Services and the Products.
- 8.3 Rime Bioinformatics collects and uses and the Customer's Personal Data for these purposes until the deactivation of the Customer's account on the online platform in connection with the Services, or for five (5) years after the finalization of the Last Order of the Customer.
- 8.4 Rime Bioinformatics transfers or shares Personal Data with service providers only to the extent necessary and permitted in accordance with applicable law.
- 8.5 Subject to the conditions, restrictions and exceptions established by the legal provisions on data protection, the Customer has the right at any time:

- to be informed of the Personal Data collected and used, and to request access to the Personal Data concerned or to require a copy (right to be informed).
- to require the correction of inaccurate Personal Data and, subject to the nature of the collection and use, the provision of incomplete Personal Data (right of rectification).
- subject to just cause, to demand the deletion of personal data (right of deletion);
- to demand the restriction of the collection and use of Personal Information, provided that the statutory criteria are met (right to restrict processing);
- subject to the statutory criteria met, to receive the Personal Information provided in a structured, up-to-date and machine-readable form, and to transfer such Personal Information to another

ARTICLE 8 PERSONAL DATA

- 8.1 All Personal Data will be collected, stored and used by Rime Bioinformatics, in accordance with the General Data Protection Regulation No. 2016/679 of the European Union ("GDPR"), and/or any other statutory regulation in force.

processor or, where technically feasible, to have it transferred by Rime Bioinformatics (right to data portability);

- to object to the collection and use of Personal Resources, only when such collection and use is based on a task carried out in the public interest or in the exercise of the official authority conferred (Art. 6 (1) (e) GDPR) or a legitimate interest (Art. 6 (1)(f) GDPR), including profiling, on the same grounds for data collection and use as explained in other sections of this declaration (right to object). The Customer also has the right to object, at any time, to the collection of personal data for direct marketing purposes;
- to withdraw at any time any authorization provided to Rime Bioinformatics. Such withdrawal shall not affect the lawfulness of the collection and use carried out before the withdrawal and on the basis of the authorisation granted.
- not to be subjected to discriminatory treatment during the exercise of his or her rights.

8.6 To exercise any right specified in this section, the Customer may contact Rime Bioinformatics and submit his request using the following contact details:

Antoine CULOT

Email: contact@rime-bioinformatics.com

Address: Rime Bioinformatics
104 Avenue du Général Leclerc,
91120 Palaiseau

8.7 Regardless of any other legal remedy, the Customer also has the right at any time to submit a complaint to the supervisory authorities.

ARTICLE 9 GUARANTEES

- 9.1 Rime Bioinformatics guarantees that the services provided to the Customer respect the rights of third parties and are not illegal.
- 9.2 The Customer confirms that the data and information provided to Rime Bioinformatics for the execution of Orders for Products and/or Services respect the rights of third parties and are not illegal.
- 9.3 The Products and Services are not intended for medical purposes. The Customer is solely responsible for their use.
- 9.4 Rime Bioinformatics cannot be held responsible for any fraudulent use by the Client of the results of its work.
- 9.5 The access codes and passwords allowing Customers to access Rime Bioinformatics' online platform in connection with the Services are confidential, personal, and non-transferable. Customers are responsible for the management, retention and consequences of the use of access codes and passwords. Rime Bioinformatics can in no way be held responsible for any fraudulent use.
- 9.6 After the Delivery of the Product and/or the final report following the performance of the Service, Rime Bioinformatics no longer assumes any liability other than those detailed in this article. The Customer therefore undertakes not to claim repairs from Rime Bioinformatics for any damage or damage he may have suffered as a result of changes made to the results of the service by a person external to Rime Bioinformatics staff.

ARTICLE 10 GENERAL

- 10.1 The fact that the Customer or Rime Bioinformatics does not avail itself of a breach by one or the other of any of the obligations referred to herein shall not be interpreted for the future as a waiver of the obligation in question.
- 10.2 If one or more stipulations of these General Terms and Conditions of Sale are held to be not validated or declared as such in application of a law, a regulation or following a final decision of a competent court, the other stipulations will retain all their force and scope.

ARTICLE 11 APPLICABLE LAW

- 11.1 The law applicable to these General Terms and Conditions of Sale is French law.
- 11.2 Any dispute relating to the interpretation, validity or execution of the present will be subject to the jurisdiction of the competent courts of the jurisdiction of the Court of Appeal of Paris.

Appendix 1

Instruction for DNA sample preparation

DNA Extraction:

- DNA samples must be high molecular weight double stranded DNA. Measured optical density should follow $OD_{260/280} \geq 1.8-2.0$ and $OD_{260/230} \geq 1.8-2.2$
- DNA should be dissolved in RNase, DNase and protease free Tris-HCl buffer, pH = 8.0 – 8.5
- The sample must not contain impurities such as:
 - Biological macromolecules (such as proteins, polysaccharides, or lipids)
 - Chelating agents (such as EDTA)
 - Divalent metallic cations (such as Mg^{2+})
 - Denaturants (such as guanidinium salts, or phenol)
 - Detergents (such as SDS, Triton-X100)
- Organic extraction methods (such as phenol or trizol) should not be used for the purification of total DNA as they can inhibit enzymes used during the library preparation and therefore increase the risk of failure of library preparation. If the use of phenol- or trizol-based methods is unavoidable (e.g. to obtain high molecular DNA), the total removal of these compounds should be guaranteed (that means, an extra clean-up step after extraction should be necessary).
- DNA should be treated with RNase (e.g., from QIAGEN) to minimize contamination through RNA, which otherwise might be reflected in the sequencing results.
- Quantitative assessment: Qubit should be proffered over Nanodrop. The following quality criteria should be fulfilled:
 - Bacterial genome or Plasmid
 - Volume and concentration: up to 100 μ L concentrated higher than 1 ng/ μ L
 - Qubit assay: 100 ng of genomic DNA
 - Nanodrop assay: ≥ 200 ng of DNA recommended
 - Viral genome viral (including Phages)
 - Volume and concentration: up to 100 μ L concentrated higher than 1 ng/ μ L
 - Qubit assay: 100 – 500 ng of genomic DNA
 - Nanodrop assay: ≥ 200 ng of DNA recommended
- Absence of smear should be checked using gel agarose gel electrophoresis.

Shipment instructions:

- DNA samples must be shipped in 1.5 ml snap cap microcentrifuge (such as 1.5 Eppendorf Safe Lock Tubes™). **Other sizes of tubes or screw cap tubes will not be accepted by Eurofins.**
- It is recommended to send the samples in bubble wrap or in the tube bags issued with the tube labels.
- DNA samples can be sent at ambient temperature.
- For faster treatment time, samples should be sent on Mondays or Tuesdays, so they are received on Wednesday by Eurofins for the beginning of the sequencing process.
- **Please send us the Barcodes.xlsx file at least 2 working days before the shipping day of the samples. We also need the method used to quantify the DNA in the sample (Qbit, Nanodrop, etc.) as well as an estimation of the genome size.**
- Shipments can be dropped in UPS relays (https://www.ups.com/dropoff?loc=en_DE) or can be picked up at your lab (https://wwwapps.ups.com/pickup/schedule?loc=en_DE), choose « international shipping, express saver »)

