

Terms and Conditions for Thermo Fisher Cloud Storage Plans

(Effective 3.26.15)

To use Thermo Fisher Cloud and our cloud-based applications, we offer several hosted data storage options. You can select our 10 Gb Complimentary Storage Plan, or purchase annual storage plans of 25Gb to 10 Tb in size. You can view your options on the product description page for Thermo Fisher Cloud Digital Storage.

These are the terms and conditions under which we provide our Thermo Fisher Cloud Storage Plans (“Plans”) to you. By selecting one of our Cloud Storage options, these terms, together with any quotation or purchase order and the service level description of any Plan you select, create the agreement between you and Life Technologies Corporation. These terms cannot be varied or changed unless in writing signed by both parties.

Thermo Fisher Cloud Terms of Use Apply. These terms incorporate the Thermo Fisher Cloud Software Terms of Use that you accepted when you chose to utilize our Thermo Fisher Cloud Platform, as well as any Terms of Use of specific applications to which you have agreed. You may refer to the Thermo Fisher Cloud Software Terms of Use here: <https://apps.lifetechnologies.com/apps/dashboard/#/eula>.

Payments; no refunds; renewal. Payments for a Plan (if applicable) are made on an annual basis. The start date will be the day you subscribe, and the end date will be one calendar year later. So if your start date is April 1, your end date will be March 31. You may cancel or change your Plan at any time. However, payments are not refundable. Please refer to the next section to see how you will be charged for an upgraded Plan. Plans will renew automatically on an annual basis unless you call and inform us otherwise or decline to continue the Plan on the Thermo Fisher Cloud Dashboard (Click on the top left menu, and select Manage App Licenses).

Exceeding a Plan’s storage capacity. If the data you store exceeds the capacity of the Plan is in effect, you will be notified upon log-in that you will need to reduce your data size to your Plan’s capacity. You may upgrade your Plan (continue reading for the terms for upgrading) or you may reduce the data to meet capacity limits. While your data exceeds your Plan’s limit, you will have reduced functionality and will be unable to upload additional data, create projects, or share data.

Upgrading. You may select a Plan with higher capacity at any time. Here is how you will be charged if you choose a Plan with higher storage capacity: The payment you already have made that is attributable to the period between the start of the Plan you are changing and that Plan’s original end date will be applied to the cost of the upgraded Plan. In other words, you will be charged only for the prorated incremental cost for the upgraded Plan according to this formula (your incremental cost = cost of upgraded Plan – credit of “unused” portion of previous Plan). Calculation of the credit from your previous Plan will be based on calendar days, rounded up to the nearest day. Your new annual subscription term will start on the day you upgrade Plans.

Choosing a Plan with lower storage capacity. You may choose a lower-tier storage Plan at any time. The new Plan will take effect upon expiration of the end date of your current Plan. If the data you have stored exceeds the capacity of the new Plan you select, you will have 90 days to reduce your data size to your Plan's capacity. If after 90 days your data still exceeds your Plan's limit, you will have reduced functionality and will be unable to upload additional data, create projects, or share data. **Data Deletion.** If you cancel your Plan, we will delete the data you have stored that is related to that Plan no sooner than 90 days after the term of your Plan expires, no matter the date you notified us of cancellation.