

## Individual Tier Agreement

Effective date: May 15, 2021

THIS INDIVIDUAL TIER AGREEMENT (“ITA”) IS ENTERED BETWEEN THE COMPANY INDICATED THE ORDER FORM AS A TRIAL CUSTOMER (“CUSTOMER”) AND NOSTOS GENOMICS GMBH, A GERMAN ENTREPRENEURIAL COMPANY WITH LIMITED LIABILITY WITH ITS REGISTERED SET AT C/O STRESEMANNSTRASSE 123 TENANT GMBH, STRESEMANNSTRASSE 123, 10963 BERLIN GERMANY (“NOSTOS GENOMICS”) AS THE PROVIDER OF A FREE-OF-CHARGE TRIAL SAAS SOLUTION.

CUSTOMER DESIRES TO OBTAIN FROM NOSTOS GENOMICS THE SAAS SOLUTION AS A FREE-OF-CHARGE TRIAL VERSION, AND NOSTOS GENOMICS AGREES TO PROVIDE THE SAAS SOLUTION TO CUSTOMER IN A FREE-OF-CHARGE TRIAL VERSION, SUBJECT TO THE TERMS AND CONDITIONS OF THIS ITA.

THE TERMS AND CONDITIONS OF THIS ITA WILL BE LEGALLY BINDING UPON THE PARTIES UPON THE EFFECTIVE DATE. CUSTOMER AND NOSTOS GENOMICS MAY HERINAFTER INDIVIDUALLY REFERRED TO AS A “PARTY” AND COLLECTIVELY AS THE “PARTIES”.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants contained in this ITA and the Order Form, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### Definitions

For the purposes of this ITA and the Order, the following terms shall have the meaning ascribed to them hereinafter:

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a subject entity; “control”, for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity, or the right to direct the affairs of a subject entity;

“**Aggregated Data**” means statistical information (a) related to use of the SaaS Solution for Nostos Genomics’ internal and customer reporting purposes, and/or (b) the final selection of the variant identified as pathogenic by the User, the related disease (OMIM ID) which is part of the automated output, and the related HPO terms that were submitted by the User, all of the foregoing derived from Customer Data, but only in an aggregated form that does not identify Customer, the User, or any other natural person (including Customer patients or customers);

“**Commencement Date**” shall mean the date as of which Nostos Genomics shall provide to Customer the SaaS Solution; unless communicated to the contrary, the Commencement Date shall be the same as the Effective Date;

“**Confidential Information**” means any information disclosed by a Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), in any form, that is designated confidential or that reasonably should be understood to be confidential given its nature and the circumstances surrounding the disclosure. Confidential Information includes, but is not limited to, the Nostos Genomics Technology, the Documentation, Nostos Genomics’ pricing, and the terms and conditions of this ITA. Notwithstanding the foregoing, Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach by the Receiving Party of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) is received from a

third party without an obligation of confidentiality; or (iv) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

**“Content”** means the information and documents contained or made available to Customer in the course of using the SaaS Solution;

**“Customer Data”** means any data, information or material Customer provides, submits or uploads to the SaaS Solution, excluding Content;

**“Data Processing Agreement”** shall mean, if the relationship of the Parties falls within the scope of the GDPR, the agreement between the Parties in accordance with Art. 28 of the GDPR as made available online (<https://docsend.com/view/4ehigvb33i9z234a>) and incorporated herein by reference, and with respect to any other country or region, any similar agreement the conclusion of which would be mandatory in order to comply with the provisions of applicable Data Protection Laws;

**“Data Protection Laws”** shall mean with respect to the EU, the GDPR and the law of any such member state implementing the GDPR, and with respect to any other country, any applicable data protection or privacy laws, in any case comprising specific legislation concerning the processing of genetic information;

**“Documentation”** means the instruction materials, as provided or made available to Customer and/or Users, and as updated from time to time by Nostos Genomics, describing the use and operation of the SaaS Solution;

**“Downtime”** means any timespan in which Customer is unable to transmit Customer Data through and/or receive Content from the SaaS Solution, but does not include the effects of any Internet, Customer network or other connectivity issues which are not within Nostos Genomics' control;

**“Effective Date”** shall mean the date on which Customer has received the Order Acceptance from Nostos Genomics concerning Customer's Order;

**“Emergency Maintenance”** means maintenance which may delay or interrupt Customer's use of the SaaS Solution, and the necessity of which is not known to Nostos Genomics in advance of its occurrence;

**“Intellectual Property Rights”** means inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and trade secret rights, and all other intellectual property rights, derivatives thereof and all renewals thereto as well as other forms of protection of a similar nature anywhere in the world;

**“Nostos Genomics Technology”** means all Nostos Genomics technology (including software, algorithms, data aggregation processes, data analyses, user interfaces, trade secrets, know-how, techniques, designs and other tangible or intangible technical material or information) which Nostos Genomics makes available to Customer in providing the SaaS Solution;

**“Order”** shall mean the individual order as per the Order Form filled in by Customer and submitted to Nostos Genomics by electronic means; Nostos Genomics will confirm receipt of Customer's Order by sending a respective notification to Customer's e-mail address as stated in such Order;

**“Order Acceptance”** shall mean Nostos Genomics' acceptance of the Order, provided to Customer's e-mail address as stated in the Order; Nostos Genomics may, at its discretion, send an Order Acceptance together with the confirmation of receipt of Customer's Order or in a separate e-mail;

**“Order Form”** shall mean the order form made available to Customer online for the purposes of submitting an Order to Nostos Genomics, and setting forth the specifics of the Parties' rights and obligations concerning the SaaS Solution whilst incorporating the terms and conditions of this ITA; Customer will be able to check and correct each and any selection prior to

submitting an Order to Nostos Genomics by following the instructions provided by Nostos Genomics in the online ordering process;

“**Purpose**” shall mean the purpose for which Nostos Genomics grants to Customer the rights of use concerning the SaaS Solution; for the Term of this ITA, the Purpose is limited to testing the functionality of the SaaS Solution with a single User account by analyzing individual cases for Customer’s internal research purposes;

“**SaaS Infrastructure**” shall mean the IT infrastructure procured by Nostos Genomics from its suppliers, run and maintained by such suppliers, and used by Nostos Genomics to provide to Customer the SaaS Solution;

“**SaaS Solution**” means Nostos Genomics’ online products and related services reflected or referenced in the Order Form accessed at a web site designated by Nostos Genomics, to which Customer is being granted access under this ITA, including the Nostos Genomics Technology and Content;

“**Scheduled Maintenance**” means maintenance which may delay or interrupt Customer’s use of the SaaS Solution, and the necessity of which is known to Nostos Genomics in advance of its occurrence; Nostos Genomics may, at its discretion, provide Customer with an advance notice prior to Scheduled Maintenance;

“**Term**” means the term for which Customer is granted the rights to use the SaaS Solution, subject to the terms of this ITA;

“**Territory**” shall mean the territory in which the User’s employer entity, business site or establishment of Customer unfolds its business activities, and to which, in accordance with this ITA, Customer’s rights to use the SaaS Solution is limited;

“**User**” means an individual authorized by Customer to use the SaaS Solution, and to whom Customer has supplied the user identification and password; users may include, for example, Customer employees, consultants, contractors and agents.

## **§ 1 Rights and Restrictions of Use Concerning the SaaS Solution**

(1) **Rights of Use and Usage Limit.** Nostos Genomics hereby grants to Customer a non-exclusive, non-transferable right to use the SaaS Solution in the Territory, solely for the Purpose, and subject to the terms of this ITA. All rights not expressly granted to Customer are reserved by Nostos Genomics. In particular, Nostos Genomics reserves the right to introduce certain usage limits that may restrict Customer’s use of the SaaS Solution, and Nostos Genomics does not make any commitment as regards the availability of the SaaS Infrastructure and/or the SaaS Solution. Notwithstanding the aforesaid, the following usage limits shall apply, unless otherwise agreed between the Parties in writing: (a) During the Term of this ITA the number of individual Users subscribed to the SaaS Solution is limited to one individual named User, and the SaaS Solution may not be accessed but by this individual User, because (b) the individual User account may not be shared or used by anyone else but the individual User, and it may only be reassigned to another individual that is replacing the former User who then may no longer use the SaaS Solution.

(2) **Restrictions.** Customer is not allowed to and will not: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party (including Customer Affiliates) the SaaS Solution, except as otherwise expressly permitted under this ITA; (b) modify or make derivative works based upon the SaaS Solution or otherwise violate Nostos Genomics’ Intellectual Property Rights in the SaaS Solution; (c) create Internet “links” to the SaaS Solution (notwithstanding Customer’s right to place a link to the SaaS Solution on its Intranet site); (d) reverse engineer, scrape or access by any other means the SaaS Solution in order to: (i) build a competitive product or service; (ii) build a product using similar ideas, features, functions or graphics of the SaaS Solution; (iii) copy any ideas, features, functions or graphics of the SaaS Solution; or (iv) use the Content beyond the Purpose; (e) send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material to the SaaS Solution; (f) send or store material containing viruses, worms, Trojan horses, spam or other harmful computer

code, files, scripts, agents or programs to or from the SaaS Solution; (g) interfere with or disrupt the integrity or performance of the SaaS Solution or the data contained in it, including but not limited to engaging in denial of service attacks; (h) attempt to gain unauthorized access to the SaaS Solution or its systems or networks; or (i) use the SaaS Solution in violation of any applicable law including but not limited to Data Protection Laws.

(3) **Suspension for Ongoing Harm.** Nostos Genomics may with notice to Customer suspend Customer's or the User's access to the SaaS Solution if Nostos Genomics reasonably concludes that Customer's instance of the SaaS Solution or the specific User account is being used (a) in violation of the restrictions of use set out in paragraph 2 above, and, especially, (b) to engage in denial of service attacks, spamming, misappropriation of third party rights or illegal activity, and/or (c) that Customer's use of its instance of the SaaS Solution or the specific User account is causing immediate, material and ongoing harm to Nostos Genomics or others.

## § 2 Customer's Responsibilities

(1) **Use of the SaaS Solution.** Customer will: (a) be responsible for all activity occurring under its User account and its User's compliance with this ITA and the Documentation; (b) use commercially reasonable efforts to prevent unauthorized access to or use of the SaaS Solution, and notify Nostos Genomics promptly of any such unauthorized access or use; (c) use the SaaS Solution only in accordance with the Documentation, this ITA and applicable laws and government regulations; and (d) provide Nostos Genomics with all reasonably available information if Customer reports a non-conformance in the SaaS Solution so that Nostos Genomics may diagnose and remedy such non-conformance.

(2) **Bring Your Own Data; Conformity of Content.** Customer will be responsible for any Customer Data that it uploads to the SaaS Solution, and in particular, it is Customer's sole responsibility to ensure that Customer Data is collected and further processed in compliance with Data Protection Laws. Customer will use reasonable efforts to ensure that all Customer Data provided to Nostos Genomics under the Agreement is accurate and non-biased. Customer shall use all reasonable care and skill in providing the Customer Data and shall comply with all applicable laws related thereto. Notwithstanding the aforesaid, and with the exception of the warranties set out herein, the Customer Data is provided by Customer on an "as is" basis without any further warranties of any kind, either express or implied, including but not limited to any warranties of fitness for a particular purpose. Customer will also be solely responsible for duly examining all Content being provided to Customer by means of the SaaS Solution, in accordance with professional care and all applicable laws, regulations, orders and other statutes, and Customer must never diagnose a patient based on Content without abiding by such obligation. For the avoidance of doubt, Content provided to Customer through the SaaS Solution does not constitute advice for/on diagnosis, drugs, therapies or any other health-related issue, but that the provision of any such Content is intended only to assist Customer in reaching its own conclusions or performing its own research concerning the Purpose, and that Customer shall remain solely responsible for any decision based on Customer's use of the SaaS Solution and, in particular, the Content.

(3) **Compliance with Laws.** Customer will be solely responsible for, and agree to comply with, all applicable laws, statutes, ordinances, and other governmental authority, however designated, with respect to the use of and access to the SaaS Solution, including without limitation any government laws, regulations, orders or other restrictions regarding the export and re-export from any jurisdiction of software, technical data and information or derivatives of such software, or technical data and information.

(4) **Indemnification.** Customer will indemnify and defend Nostos Genomics and its Affiliates, officers, directors, employees, attorneys and agents against any and all costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of (a) a claim by a third party alleging that Customer Data infringes its Intellectual Property Rights, or (b) a violation of laws and/or regulations, including, but not limited to, Data Protection Laws or laws related to export

controls. However, in such event, Nostos Genomics reserves the right to suspend Customer's access to the SaaS Solution, if and inasmuch it is required to safeguard its own or the legitimate interests of other customers. The rights and remedies granted to Nostos Genomics under this § 2(4) shall only apply if Customer acted at least negligently and, in this event, shall state Customer's entire liability, and Nostos Genomics' sole and exclusive remedy, with respect to an infringement by Customer of a third party's Intellectual Property Rights. In the event of an indemnity obligation under this § 2(4), Nostos Genomics shall: (a) promptly notify Customer in writing of such claim, (b) allow Customer sole control of its defense and settlement, and (c) provide Customer with all available information and reasonable assistance at Customer's expense.

### § 3 Nostos Genomics' Responsibilities

(1) **Provision of SaaS Solution.** As of the Commencement Date, Nostos Genomics shall: (a) subject to the terms of this ITA, make the SaaS Solution available to Customer in a free-of-charge trial version, and solely for the Purpose ; and (b) provide Customer with applicable support for the SaaS Solution as can be reasonably expected considering the Purpose.

(2) **Protection of Customer Data.** Nostos Genomics will maintain administrative, physical and technical safeguards designed to protect the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures intended to prevent unauthorized access, use, modification or disclosure of Customer Data. Nostos Genomics shall only access Customer Data: (a) to support Customer's use of the SaaS Solution and prevent or address service or technical problems; (b) in order to create Aggregated Data in accordance with this ITA; or (c) as Customer expressly permits in writing. Specifics on the technical and organizational measures implemented to protect Customer Data are set forth in greater detail in the Data Processing Agreement.

(3) **Nostos Genomics Personnel.** Nostos Genomics will be responsible for the performance of its personnel (including employees and contractors) and their compliance with the obligations set forth in the ITA.

### § 4 Customer Data

(1) **Confidentiality.** Customer Data shall be considered Confidential Information and will not be accessed, used or disclosed by Nostos Genomics except as explicitly set forth in this ITA. Customer has sole responsibility for the entry, deletion, correction, accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use the Customer Data. Nostos Genomics will not be responsible for any destruction, damage, loss or failure to store any Customer Data beyond its reasonable control or resulting from a failure in data transmission or operation of the SaaS Solution by Customer.

(2) **Rights to Customer Data.** Customer hereby grants to Nostos Genomics a non-exclusive, worldwide, royalty-free license, during the Term, to: (a) access, download and store the Customer Data on the SaaS Infrastructure; (b) reproduce, copy, aggregate and otherwise use the Customer Data for the purposes of providing to Customer the SaaS Solution; and (c) concerning the Customer Data respectively identified in the Order Form, to create Aggregated Data as may be, in Nostos Genomics' reasonable discretion, necessary or useful to further enhance and constantly refine the data output of the SaaS Solution.

(3) **Customer Data Aggregation.** If all or part of the Customer Data provided to Nostos Genomics under this ITA constitute, consist of, or contain personal data, it shall be Nostos Genomics' sole responsibility, and Nostos Genomics shall endeavor to the best of its capacities, to make sure that any such personal data is aggregated and, thus, anonymized at the earliest possible stage in the course of creating Aggregated Data.

(4) **Deletion of Customer Data.** Save any permission granted hereunder to Nostos Genomics to create Aggregated Data until and use such Aggregated Data after such deletion, during the Term of this ITA, the User will be enabled to delete any Customer Data from the SaaS Solution.

Notwithstanding the aforesaid, Customer agrees and acknowledges that Nostos Genomics has no right or obligation to retain Customer Data more than thirty (30) days after termination or expiration of this ITA and will delete or destroy Customer Data in its possession or control thirty (30) days after termination or expiration of this ITA, unless where Customer or Nostos Genomics is aware that a statutory obligation that requires Nostos Genomics to retain some of the Customer Data. In such circumstances, of which Customer or Nostos Genomics shall inform the other Party in writing, prior to or at the time of termination, Nostos Genomics will destroy these Customer Data as soon as such statutory obligation to retain them expires. For the avoidance of doubt, Nostos Genomics shall have no right to create Aggregated Data upon the effective date of a termination of this ITA.

## § 5 Ownership of Intellectual Property Rights

(1) **Nostos Genomics' Intellectual Property.** No jointly owned Intellectual Property Rights are created under or in connection with this ITA. Nostos Genomics owns all right, title and interest, including all related Intellectual Property Rights, in and to the Nostos Genomics Technology, Content, the SaaS Solution, and the Aggregated Data. The foregoing also includes any and all system performance data and machine learning, including machine learning algorithms, and the results and output of such machine learning unless stated to the contrary in this ITA. In addition, Customer acknowledges that Nostos Genomics may use, copy, extract, modify, distribute, analyze, compile and display the Aggregated Data for routine business purposes, including without limitation for developing, enhancing, improving, and supporting Nostos Genomics products and services, or as required by law, and may share versions of the Aggregated Data. Nostos Genomics' name and logo, and the product names associated with the SaaS Solution are or may be trademarks of Nostos Genomics, and no right or license is granted to use them under this ITA.

(2) **Customer Ideas.** By providing to Nostos Genomics any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the SaaS Solution, whether in written or oral form or by any other means ("Customer Ideas"), Customer agrees and/or undertakes that (a) Customer Ideas do not contain the confidential or proprietary information of third parties, (b) Nostos Genomics is under no obligation of confidentiality, express or implied, with respect to the Customer Ideas, and (c) Nostos Genomics may have something similar to the Customer Ideas already under consideration or in development. Customer, as regards Customer Ideas, grants Nostos Genomics an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works of, publish, distribute and sublicense any Customer Ideas, and Customer irrevocably waives, and causes to be waived, against Nostos Genomics and any users of Nostos Genomics' SaaS Solution or other Nostos Genomics products or services incorporating such Customer Ideas any claims and assertions of any moral rights contained in such Customer Ideas.

## § 6 No Remuneration

**no Remuneration.** The Parties acknowledge and agree that, for the Term of this ITA, Nostos Genomics shall provide to Customer the SaaS Solution as a free-of-charge trial version, and that Customer may use the SaaS Solution for the Purpose without any obligation to pay to Nostos Genomics a remuneration. For the avoidance of doubt, where Customer is found in violation of this ITA, and in particular where Customer uses the SaaS Solution for other purposes than the Purpose, Nostos Genomics reserves the right to claim damages, such damages being calculated in consideration of the then applicable fees for the paid-version of the SaaS Solution

## § 7 Term and Termination

(1) **Term.** This ITA commences on the Effective Date, and it will continue to apply until this ITA is terminated by either Party in accordance with this § 7.

(2) **Termination without Cause.** Customer may, at any time and in its sole discretion, terminate this ITA without cause by providing Nostos Genomics with a respective written notice;

such termination shall become effective upon receipt of this notice by Nostos Genomics. Nostos Genomics may, at any time, in its reasonable discretion, and considering the impact on Customer's business operation, terminate this ITA without cause by providing Customer with a respective written notice; such termination shall become effective upon expiry of a two (2) weeks' sunset period commencing upon receipt of this notice by Customer..

(3) **Termination for Cause.** Either Party may terminate this ITA for cause and with immediate effect in accordance with the provisions of applicable law.

## § 8 Representations and Warranties

(1) **Mutual Representations and Warranties.** Each Party represents and warrants that: (a) it has the power to enter into and perform this ITA, (b) this ITA's execution has been duly authorized by all necessary corporate action of the Party, (c) this ITA constitutes a valid and binding obligation on it, enforceable in accordance with its terms, (d) neither it nor its employees or agents has or have offered or will offer any illegal bribe, kickback, payment, gift, or thing of value in connection with this ITA, and (e) that it is not named on any applicable denied-party list.

(2) **No Warranties Concerning the SaaS Solution.** The SaaS Solution is provided to Customer "as is" and "as available", and Nostos Genomics does not take any warranties with regard to the availability or functionality of the SaaS Solution, and/or the accurateness or completeness of any Content and/or Aggregated Data provided to Customer under this ITA. Notwithstanding the aforesaid, Nostos Genomics shall provide to Customer respective information as soon as it becomes aware of any defect in title or *in rem* that could cause a damage on the part of Customer..

(3) **Third-party claims.** If Customer becomes aware of a third party's allegation that the provision and/or use of the SaaS Solution infringes its industrial property rights or those of other third parties, Customer shall immediately inform Nostos Genomics accordingly. As far as possible, Nostos Genomics will take over, at its own expense, the defense against claims asserted on the basis of the alleged infringement of industrial property rights and conduct any negotiations regarding the settlement of the legal dispute. Customer shall support Nostos Genomics in this respect as far as reasonable and conducive to defense and settlement discussions. Nostos Genomics' liability for defects of title shall remain unaffected.

## § 9 Liability

(1) **General.** With the exception of liability under the German Product Liability Act ("*Produkthaftungsgesetz*"), liability due to injury to life, limb or health, and in the event of willful misconduct or gross negligence, Nostos Genomics' liability shall be excluded .

## § 10 Confidentiality

(1) **Degree of Care.** The Receiving Party will use at least the same degree of care in protecting the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care.

(2) **Restrictions of Use.** The Receiving Party shall: (a) not use the Disclosing Party's Confidential Information except as permitted under this ITA; and (b) limit access to the Disclosing Party's Confidential Information to its, and its Affiliates', employees and contractors who need such access to perform their duties hereunder and who owe a duty of confidentiality to the Receiving Party with protections no less stringent than those set forth in this ITA.

(3) **Aggregated Data.** For the avoidance of doubt, Aggregated Data shall not constitute Confidential Information of Customer, even if such Aggregated Data was created by Nostos Genomics on the basis of Customer Data; Aggregated Data shall, however, be Confidential Information of Nostos Genomics.

(4) **Disclosure on Legal Reasons.** The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent compelled by law to do so, provided that the Receiving Party

uses reasonable efforts to give the Disclosing Party prior notice of the compelled disclosure and reasonable assistance, at the Disclosing Party's cost, in order to permit the Disclosing Party to contest or limit the disclosure.

(5) **Survival.** The foregoing confidentiality obligations shall survive termination of this ITA, regardless of cause.

## § 11 Data Protection

(1) **General.** For the purposes of this § 11, the terms “controller”, “processor” and “processing” shall have the meaning given to them by applicable Data Protection Laws.

(2) **Processing by the Parties.** The Parties hereto acknowledge that, for the purposes of entering into and execution of this ITA, they may be required to process personal data of the respective other Party or such other Party's director or employees. The Parties shall, in such event, always observe the duties imposed on them in accordance with applicable Data Protection Laws. Nostos Genomics' shall, in particular, make available to any User of the SaaS Solution, the privacy notice available in the respectively current version under [www.nostos-genomics.com/privacy](http://www.nostos-genomics.com/privacy).

(3) **Data Processing on Behalf of Customer.** Where Nostos Genomics provides the SaaS Solution to Customer, it may process Personal Data as a processor on Customer's behalf, who will be the controller. The processing of personal data will be carried out in accordance with the obligations and information set forth in the Data Processing Agreement.

(4) **Evaluation of Compliance.** Notwithstanding any liability obligation on the part of Nostos Genomics, Customer, in order to best mitigate the adverse effects of such discovery, shall immediately inform Nostos Genomics if it becomes aware that, under Data Protection Laws, the Aggregated Data would still constitute, consist of or contain a category of data that, in accordance with such Data Protection Laws, would impose further obligations on Customer, Nostos Genomics, or both Parties.

## § 12 Governing Law and Jurisdiction

(1) **Governing Law.** This ITA will be governed by German law without regard to the choice or conflicts of law provisions of any jurisdiction, and with the exception of the United Nations Convention on the International Sale of Goods.

(2) **Jurisdiction.** Any disputes, actions, claims or causes of action arising out of or in connection with this ITA will be subject to the exclusive jurisdiction of the courts located in Berlin, Germany.

## § 13 Miscellaneous

(1) **Entire Agreement.** This ITA comprises the entire agreement between Customer and Nostos Genomics and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding its subject matter cont. No text or information set forth on any purchase order, preprinted form or document will add to or vary the terms and conditions of this ITA. No modification or amendment of this ITA shall be effective unless in writing and signed by the Parties.

(2) **Severability.** If any provision in this ITA is held by a court of competent jurisdiction to be invalid or unenforceable, all other provisions shall remain in full force and effect.

(3) **Relationship of the Parties.** No joint venture, partnership, employment, or agency relationship exists between Customer and Nostos Genomics as a result of this ITA.

(4) **Waiver.** The failure of either Party to enforce any right or provision in this ITA will not constitute a waiver of such right or provision unless acknowledged and agreed to by that Party in writing.

(5) **Written Form Requirements.** If “written form” is required in this ITA, or if it is stipulated in this ITA that declarations of the Parties are to be made “in writing”, then the written form within the meaning of § 126 BGB is meant. Transmission by fax maintains the agreed form, also the



transmission of electronic documents protected against editing (e.g. PDF files), even if they are not signed by hand or provided with a signature stamp or another printed or scanned signature. However, the sending of a simple e-mail or other electronic message does not comply with the agreed form.

(6) **Language; Contract Documentation.** This ITA is made in the English language. For the avoidance of doubt, the English language version of this ITA shall prevail over any translation of this ITA. However, where a German translation of a word or phrase appears in the text of this ITA, the German translation of such word or phrase shall prevail. Nostos Genomics will make available this ITA to Customer (a) by offering a download option prior to Customer submitting the Order and/or (b) by attaching a respective PDF file to the Order Acceptance; in addition, the Order Acceptance shall state the details of the Order. Save the obligation comprised in the preceding sentence, Nostos Genomics shall be under no obligation to document the text of this ITA for or on behalf of Customer, and Customer shall not be entitled to request from Nostos Genomics access to the text of this ITA after the Effective Date.