

TERMS OF USE FOR EVOTEC PANHUNTER

These standard terms and conditions (**Terms of Use**) shall govern the license and use of Evotec's PanHunter® software provided by Evotec International GmbH, Manfred Eigen Campus, Essener Bogen 7, 22419 Hamburg, Germany, (**Evotec**) to the Client.

1. Definitions

For the purposes of these Terms of Use, whenever used with capitalized initial letter, the following terms shall have the meaning ascribed to them below. In any event, the term "including" shall mean "including, but not limited to".

1.0 Affiliate means, with respect to any person or entity, any other person or entity, which directly or indirectly controls, is controlled by, or is under common control with, such person or entity. A person or entity shall be regarded as in control of another person or entity if it owns, or directly or indirectly controls, more than fifty percent (50%) of the voting stock or other ownership interest of the other person or entity, or if it directly or indirectly possesses the power to direct or cause the direction of the management and policies of the other person or entity by any means whatsoever.

1.1 Agreement means these Terms of Use together with (a) the Work Order, and, if applicable, (b) the Change Order(s) to such Work Order, comprising the agreement main body and all appendices attached hereto.

1.2 Applicable Law means any then-current law or statute, and any rule, regulation or guideline issued by a governmental authority, as well as any judicial, governmental, or administrative order, judgment, decree or ruling, in each case as applicable to the subject matter and the Parties at issue, as amended from time to time.

1.3 Background IP means any IP conceived, first reduced to practice or rightfully acquired by a Party prior to the Effective Date hereof or outside of the Parties' collaboration hereunder.

1.4 Client means the party desiring to use the Software and/or ordering the Services.

1.5 Client Input Data means (a) raw omics data, including its associated sample meta data (e.g., timepoint of sampling, sample treatment), and/or (b) raw clinical data, including its results of laboratory analysis, and/or (c) analysis-ready data of (a) and/or (b), which have been pre-processed for Software entrance, (a) to (c) owned or controlled by Client and either generated by Evotec on behalf of Client or provided by Client to be further processed by the Software and in connection with the Agreement.

1.6 Confidential Information means all information, including know-how and the subject matter of any unpublished invention, or any material in tangible form that is disclosed or made available under the Agreement by or on behalf of one party (**Disclosing Party**) and/or its Affiliates to the other party (**Receiving Party**) and/or its Affiliates and that is marked as "Confidential" at the time it is disclosed or delivered to the Receiving Party (or, if disclosed orally, is identified as confidential when disclosed) or would be readily recognized by a reasonable person to be confidential or proprietary to the Disclosing Party whether or not it was marked or identified as confidential or proprietary. The term Confidential Information shall also include the existence and contents of the Agreement.

1.7 Derived Data means all data that originate by using the Software from (a) analysing Client Input Data, and/or (b) analysing Client Input Data in combination with (i) other Client Input Data used as reference, (ii) Evotec Reference Data, and/or (iii) Public Domain Data, and/or (c) as well as data deriving thereof, including further processed and aggregated data. For the avoidance of doubt, Derived Data shall not include (i) Evotec Reference Data,

(ii) Public Domain Data, and (iii) any metadata or usage data analysis performed by Evotec in accordance with Section 3.3.

1.8 Evotec Reference Data means data or information which originate from Evotec's research activities, and which are owned or controlled by Evotec and/or its Affiliates and is used by Evotec in connection with the Software and/or the provision of the Services.

1.9 Feedback means any communication by Client, its Representatives or Affiliates, including any expression, opinion, idea and/or suggestion, whether provided orally, in writing, or in other form about (potential) improvements or enhancements of the Software and its quality, usefulness, practicability and/or user-friendliness.

1.10 Field means the research area and/or purpose set forth in the Work Order and in which the Client intends to use the Software.

1.11 Force Majeure is defined in Section 14.0.

1.12 Evotec Improvement means any Invention, which constitutes an improvement or enhancement to the Software and/or Evotec's Background IP, including but not limited to software, algorithms, and databases as well as any and all Intellectual Property relating to generally applicable technology, methodology or processes essentially developed by Evotec.

1.13 Invention means any invention, discovery, method, technological development, composition, enhancement, technology, data, know-how, computer software (including but not limited to source code and executable code) algorithms, databases, or information (whether or not patentable).

1.14 Intellectual Property or IP means (a) copyrights, patents, database rights and rights in trademarks, designs, know-how, trade secrets (including any patentable ideas) and Confidential Information (whether registered or unregistered), (b) applications for registration, and the right to apply for registration, for any of these rights, including renewals, continuations, continuation in part, reissues, and extensions, and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

1.15 Personal Data means any information relating to an identified or identifiable natural person (data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.16 Public Domain Data means any kind of data or information provided through or in connection with the Software that originates from public sources.

1.17 Service(s) means any kind of the services provided by Evotec in connection with the Software and/or the Work Order.

1.18 Software means Evotec's proprietary data analysis software "PanHunter" hosted by Evotec, which offers interactive, direct, and comprehensive tools to analyse and interpret biological data.

1.19 Support is defined in Section 6.0.

1.20 Taxes means sales, use, gross receipts, excise, compensating, withholding or other taxes (including value added tax), licenses, duties, charges, or fees (excluding Evotec's net income and franchise taxes).

1.21 Third Party means any person or entity other than the Parties and their Affiliates.

1.22 Term is defined in Section 15.0.

1.23 Work Order means the description of (a) the respective Software, its version, modules, and components to be licensed under these Terms of Use, (b) the Field, (c) the respective License and Support Fee, (d) the Authorized Users, and (e) any Additional Services as defined in Section 6.5 to be provided by Evotec under

the Agreement, as set out in any written document duly signed by both Parties' authorized representatives.

2. Conclusion of an Agreement

2.0 Work Order. A binding Agreement between Evotec and the Client for the use of the Software shall only arise as and when a Work Order has been issued. No other conditions shall apply to the Agreement, including the Client's own terms and conditions.

2.1 Priorities. These Terms of Use will take precedence over any conflicting terms and conditions set forth in the Work Order or a Change Order as the case may be, to which they are attached or any other document, including any Client purchase order, unless the Work Order and/or other written agreement makes an express reference to the provision of these Terms of Use that shall be amended and with effect only to such Work Order. For the avoidance of doubt, no printed standard terms that may appear on any document provided by Client to Evotec shall have any effect unless expressly agreed in writing by authorised representatives of both Parties.

3. Intellectual Property

3.0 License. Subject to the terms and conditions of these Terms of Use and Client's payment of the License Fee set out in the Work Order, Evotec grants to Client a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the Software for its own internal operations in the Field. The license granted in the preceding sentence shall become effective upon the effective date of the Work Order and remain in effect during the Term of the Agreement. The Service may include open-source software ("OSS"), which may be governed by separate license terms ("OSS License"). If, and solely to the extent, an OSS License requires that the Agreement imposes certain disclaimers, provisions, prohibitions, or restrictions, then such disclaimers, provisions, prohibitions, or restrictions shall be deemed to be imposed, or incorporated by reference into the Agreement, as required solely with respect to the corresponding OSS which is governed by such OSS License. The respective OSS Licenses are set out on <https://insight.panhunter.eu/about/licenses/>.

3.1 License to provide Services. Client hereby grants to Evotec a royalty-free, non-exclusive license to use any of Client's Background IP and rights in Client Input Data and Derived Data for the performance of its Services under the Agreement. Client shall promptly inform Evotec in writing about any restriction to its Background IP, Client Input Data, and Derived Data relevant to Evotec's performance of the Services.

3.2 Ownership of Evotec IP. Nothing in the Agreement shall affect Evotec's ownership of Evotec's Background IP, and Software. All right, title and interest in any Invention which constitutes an Evotec Improvement, together with all patent rights and other IP therein, and irrespective of whose Party's employees or contractors have made the Invention, as well as any and all IP relating to Client's Feedback, shall be owned by Evotec. Client hereby assigns and transfers to Evotec all of Client's right, title, and interest therein and thereto.

3.3 Derived Data. As between Evotec and Client, Client shall own the Client Input Data and Derived Data. Notwithstanding the foregoing, Client agrees that Evotec may conduct metadata and usage data analyses of Client's use of the Software to debug, alter, and/or improve the Software. Client shall have the right, at its sole expense and in its sole discretion, to control the preparation, filing, prosecution, maintenance, and enforcement of all patent applications and patents relating to Derived Data; however expressly excluding any of Evotec's Background IP, Evotec Reference Data and/or Evotec's Improvements.

3.4 Evotec Reference Data. The license granted pursuant to Section 3.0 does not include the right to use Evotec Reference Data. Any grant of rights in relation to Evotec Reference Data, and/or any Services by Evotec in relation thereto shall be subject to a separate written agreement between the Parties.

3.5 Improvements to the Software. Except if expressly agreed otherwise in writing between the Parties in the Work Order, Evotec will not use Client Input Data to train, improve, or test the Software, without Client's prior written consent. Notwithstanding the preceding sentence, Evotec has the right to use any Feedback by Client. For clarification purposes, Evotec Improvement relating to Client's Feedback, shall be owned by Evotec and Client hereby sells, assigns, and transfers to Evotec all of Client's right, title, and interest therein and thereto.

3.6 Employees and other Persons. Each Party shall cause all employees and other persons acting on its behalf in performing its obligations under the Agreement to be obligated under a binding written agreement, or otherwise according to law, to assign to it, or as it shall direct, all inventions made or conceived by such employees or other persons.

3.7 Information in Public Domain. Nothing contained in the Agreement shall restrict, hinder, or prohibit the right of either Party to use any know-how, data, or information of the other Party which is freely available and in the public domain.

3.8 No implied license. Except as provided in the Agreement, no express or implied licenses or other rights are provided by either Party to the other under any patents, patent applications, trade secrets, or other proprietary rights of a Party herein.

3.9 Non-exclusivity. Nothing contained herein shall limit Evotec's ability and right to grant licenses to the Software to Third Parties.

4. Access to Software and provision of Derived Data

4.0 Client's access to the Software. Evotec shall use commercially reasonable efforts to make the Software available to Client. The Software will be made available to Client in a software as a service-setup. Any details regarding Client's access to the Software and the availability of the Software will be set out in the Service Levels attached hereto as **Annex 1**.

4.1 No interoperability or compatibility. Unless otherwise agreed in the Work Order, Client will receive Derived Data through its use of the Software. Derived Data will be in Evotec's standard format, unless otherwise specified in the Work Order or as otherwise agreed to by the Parties. Client acknowledges that Derived Data generated through Client's use of the Software may not be interoperable or compatible with Client's format or form.

5. Client's obligations

5.0 Use within the research field. Client shall only use the Software within the defined Field and in accordance with (a) the terms and conditions of these Terms of Use, (b) the Work Order, and (c) Applicable Law.

5.1 Authorized Users. Client shall limit access to the Software to the users listed in the Work Order (**Authorized Users**) in accordance with the usage metrics, numbers, and volumes stated in the Work Order and shall ensure that access credentials such as username and password are used in compliance with these Terms of Use and the details of the Work Order.

5.2 Secure Use. Client shall take all reasonable measures to use the Software securely. Such measures shall be no less than the highest degree of care that Client uses to protect its own IT-systems of similar nature. Such measures include, but are not limited to, (a) choosing a secure password and keeping it confidential, (b) to the extent offered by Evotec, using two-factor-authentication to

authenticate Authorized User's identity before accessing the Software.

5.3 Compatibility. Client is solely responsible for ensuring that its systems meet the hardware, software, and any other applicable system requirements for the Software as specified by Evotec in the documentation referenced in the Work Order. Evotec has no obligations or responsibility under the Agreement to resolve any issues caused by Client's use of any third-party hardware or software.

5.4 Prohibited use. Client shall not:

- a) redistribute, copy, reproduce, record, transfer, or display to the public, or make available to the public the Software or any part of it, or otherwise make any use of the Software or its content which is not expressly permitted under these Terms of Use, the Work Order, other agreements concluded between the Parties relating to the Software or Services, or any Applicable Law or which would in any way infringe Evotec's IP rights;
- b) use the Software to process any data or information Client does not have the legal right to process;
- c) extract and/or transfer information or data from the Software in ways not explicitly allowed by these Terms of Use or under the Work Order;
- d) mass-download or transfer any data available within the Software through any mechanism or measure without Evotec's prior written permission to do so. This does not apply for mass-download features which are explicitly implemented in the Software by Evotec for that purpose;
- e) reverse-engineer, decompile, disassemble, modify, or create derivative works of the Software, its content or any part thereof, especially extract the code or algorithms used by the Software, especially not with the help of artificial intelligence components, except to the extent permitted by Applicable Law or for those parts covered by other licenses that specifically grant those rights;
- f) sell, rent, sublicense, lease, or otherwise commercialize the Software or any part of it;
- g) "crawl" the Software or otherwise use any automated means (including bots, scrapers, and spiders) to view, access, or collect information from Evotec or the Software;
- h) in any way use data, information, or material that (i) is offensive, abusive, defamatory, pornographic, threatening, obscene, illegal, or intended to promote or commit an illegal act of any kind, including violations of IP rights, privacy rights, or proprietary rights of Evotec or a Third Party; (ii) includes malicious content such as malware, Trojan horses, or viruses, or otherwise interferes with any user's access to the Software or Services; (iii) is intended to or does harass or bully other users; (iv) impersonates or misrepresents Client's affiliation with another user, person, or entity, or is otherwise fraudulent, false, deceptive, or misleading; (v) involves the transmission of unsolicited mass mailings or other forms of spam, junk mail, chain letters, or similar; (vi) links to, references, or otherwise promotes commercial products or services, except as expressly authorized by Evotec;
- i) interfere with or in any way disrupt the Software, tamper with, breaches, or attempt to probe, scan, or test for vulnerabilities in the Software or Evotec's computer systems, network, usage rules, or any of Evotec's security components, authentication measures or any other protection measures applicable to the Software or Services, the content, or any part thereof.

5.5 Provision and processing of Client Input Data. Unless otherwise agreed in the Work Order, Client is responsible to generate Client Input Data which Client desires to process with the

Software. Unless otherwise agreed between the Parties, Client shall provide Client Input Data in a format, form, and quality as set out in the Work Order and as necessary to ensure compatibility with the Software. Except as set forth in the Work Order, Evotec has no right and no obligation to check, control, or confirm the quality of Client Input Data. Client is responsible to ensure that the use of Client Input Data in the course of the Agreement complies with Applicable Law. Unless expressly agreed between the Parties in the Work Order or another written agreement, Client is responsible for entering the Client Input Data into the Software.

5.6 Data storage. Client shall archive and conduct regular data backups of all Client Input Data and Derived Data. Client acknowledges that, unless provided by Applicable Law or set out in the Work Order, Evotec has no obligation to store or maintain any backups of Client Input Data or Derived Data, except backups according to the technical and organisational measures as described by the Service Levels attached hereto as **Annex 1** and may delete all Client Input Data and Derived Data after the Term of the Agreement.

5.7 Misuse or fraud of username and password. Client acknowledges that it is responsible for all activities performed in connection with a Client user account. Client shall notify Evotec immediately in case of loss, theft, fraud, or security flaw of user account data has occurred or is reasonably expected to occur.

5.8 Client delays. Evotec will not be liable to Client nor be deemed to have breached the Agreement for errors, delays, or other consequences arising from Client's failure to provide the Client Input Data and/or any necessary documents or information, nor will Evotec be liable to Client if Client fails to cooperate with Evotec otherwise reasonably. Any such failure by Client will automatically extend any timelines affected by a time period that reasonably takes into account such failure in providing Client Input Data, documents, information, or cooperation.

6. Support services

6.0 Evotec Support. If applicable, Evotec shall use commercially reasonable efforts to provide Client with support services in relation to errors, bugs, code corrections, and patches of the Software which prevent Client from using the Software in accordance with the Agreement (**Support**). The Support does not cover any adaptations or modifications of the Software made by Client or any Third Party.

6.1 Basic Training. If set out in the Work Order, the Support includes a training workshop offered by Evotec to Client's Authorized Users. The Parties will agree on the time, place, and setup of such workshop.

6.2 Service Levels. Evotec will provide Support with (a) reasonable skill and care, (b) in accordance with Applicable Law, and (c) in accordance with the Service Levels attached in **Annex 1**.

6.3 Support and information. Client shall provide Evotec with all necessary and reasonable support and information in its possession as it relates to the performance of Support by Evotec, including all information regarding incidents and defects in relation to the Software as well as all support and information required by and set forth in the Work Order.

6.4 Further consulting. Evotec may offer additional services to help resolve issues or other services that fall outside the scope of the Support (**Additional Services**). Any Additional Services may be agreed between the Parties in the Work Order or other written agreement setting forth the scope and respective service fee (**Additional Service Fee**).

6.5 Experimental nature. Client acknowledges that (a) software is never entirely free from bugs and that the complete absence of bugs is not an agreed quality of the Software; (b) the Software and Services by Evotec are experimental in nature and subject to risk factors and events beyond the reasonable control of Evotec; (c) these factors shall be taken into account when assessing Evotec's obligations under these Terms of Use or the Work Order; (d) the Software is provided 'as-is' and without warranty of any kind, express, implied or otherwise, including without limitation, any warranty of merchantability or fitness for a particular purpose and (e) the Software is not meant to comply with frameworks such as GxP or similar frameworks.

6.6 Right to modify. Evotec has the right to modify or discontinue, temporarily or permanently, features and functions of the Software and/or Services due to technical difficulties, maintenance, or testing, important upgrades, or any other unforeseeable challenges. Evotec will inform Client hereof reasonably in advance.

7. Work Order

7.0 Changes. Any material changes to the Work Order, including to the Field, the Client Input Data concerned and/or changes to the scope of Services and/or to the assumptions or requirements that arise during the performance of the Software or Support, shall be agreed in writing between the Parties (**Change Order**). If Client requests a Change Order, Evotec will use commercially reasonable efforts to accommodate such request, provided, however, that Evotec has determined that it can comply with such request and the Parties have reached agreement on the additional remuneration to be provided by Client to Evotec for such Services.

7.1 Deviations. Evotec shall not intentionally change or deviate in any material manner from the Work Order without Client's prior consent. Evotec shall be entitled to deviate from the Work Order without Client's consent in an emergency, provided that in such case, Evotec shall use commercially reasonable efforts to notify Client prior to such deviation and obtain Client's verbal approval, which shall subsequently be confirmed by Client in writing. In case Evotec unintentionally changes or deviates from the Work Order, Evotec shall notify Client after Evotec detected the change or deviation. In case of minor material changes or deviation, Client shall not have the right to demand the original service, provided however, that the deviation is useful for the research of Client in the Field.

7.2 If any regulatory authority instruction requires a change to the Work Order, the Parties shall work together in good faith to agree on a revised Work Order. If the Parties cannot come to an agreement on a new Work Order within ninety (90) days of the effective date of a suggestion or mandate by the regulatory authority according to this Section 7.3, either Party shall have the right to terminate the affected Work Order. During such period, Evotec may postpone any delivery dates accordingly.

8. Data Protection

8.0 Client Data. Client will maintain and process all Personal Data contained in the Client Input Data and Derived Data in compliance with applicable data privacy and protection laws, including the European Data Protection Regulation (EU) 2016/679 (GDPR). Client shall ensure that any patient consent necessary in connection with the Client Input Data and Derived Data controlled by Client was obtained.

8.1 Responsibility. Except if otherwise agreed in the Agreement between the Parties, Client shall be responsible as a controller under GDPR for the processing of Client Input Data via the Software and Evotec carries out all processing of Personal Data via

the Software on behalf of Client. If required by Applicable Law, the Parties will enter into a data processing agreement in accordance with Art. 28 GDPR.

8.2 Preferred use of anonymized or pseudonymized data. If possible and in accordance with Client's research project, Client shall procure that Client Input Data entered into the Software is anonymized, or at least pseudonymized.

9. Fees and Payment

9.0 Remuneration. In consideration for the license grant to the Software pursuant to Section 3.0, Client shall pay to Evotec the applicable license fee as set out in the Work Order (**License Fee**). In addition, and to the extent agreed between the Parties in the respective Work Order, Client shall pay the applicable fee for the Support as set out in the Work Order (**Support Fee**) and any agreed Additional Service Fee. Fees stated in the Agreement shall be exclusive of any taxes, which shall be paid by Client to Evotec in addition, if applicable. With regard to Withholding tax, reference is made also to Section 9.7.

9.1 Out-of-pocket expenses. In addition to the payments according to Section 9.0, Client shall reimburse Evotec any reasonable out-of-pocket expenses.

9.2 Currency. All invoices and all payments shall be made in EUR, GBP, or USD as the case may be and as set forth in the applicable Work Order. If Evotec incurs expenses in a currency other mentioned here, Client will reimburse Evotec for Evotec's actual costs based on the oanda.com foreign currency exchange rate for the applicable currencies on the date that Evotec makes payment in respect of such expenses.

9.3 Due date. All fees will be invoiced by Evotec to Client. Payments are due and payable within thirty (30) days net from the date of the invoice and shall be made by electronic bank transfer to the account noted on the invoice.

9.4 Payment disputes. If any portion of an invoice is disputed in good faith by Client, Client will pay the undisputed amounts and promptly notify Evotec in writing of the nature of the dispute, whereupon the Parties will use good faith efforts to reconcile the disputed amount as soon as practicable.

9.5 Default interest. Evotec is entitled to charge default interest in the amount equivalent to €STR (six (6) months) plus two percent (2%) per month (or, if lower, the maximum amount allowed by Applicable Law) for any undisputed payment owing and not received by Evotec when due.

9.6 Withholding right. If Client fails to pay any undisputed invoice when due, in addition to its other rights under the Agreement, Evotec will have the right, in its discretion, to cease all activities hereunder and withhold all data, information, reports, and material of any kind until all outstanding and undisputed invoices have been paid in full. It is understood that prior to ceasing all activities and withholding all data, information, reports, and materials, Evotec will make all reasonable efforts to initiate good faith discussions with Client with a view to resolving the payment issues otherwise.

9.7 Withholding Tax. All sums payable under this Agreement shall be paid in full without any deductions (including, but not limited to, deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except insofar as Licensee is required by law to deduct withholding tax from sums payable to Evotec. If Licensee is required by law to deduct withholding tax, then Licensee will retain such withholding tax and pay it to the proper tax authority on account of Evotec. Official receipts of payment of any retained local withholding tax shall be secured and sent by Licensee to Evotec as evidence of such payment on

Evotec's request. Licensee and Evotec shall co-operate in all respects and take all reasonable steps necessary to (a) lawfully avoid the making of any such deduction, (b) Licensee will inform Evotec as early as possible e.g. in the time of placing a work order in case that this work order entails payments/services to Evotec that are subject to withholding tax and how this will affect the amount of compensation paid out to Evotec and (c) to enable Evotec to obtain a tax credit, reduction or refund in respect of the amount withheld. In addition, the Licensee is obliged to provide Evotec with the name of the competent authority and the necessary forms to enable Evotec to apply for a certificate of exemption upon completion of the order.

10. Confidentiality

10.0 Confidentiality and restricted use. The Receiving Party shall (i) protect Confidential Information from unauthorized use or disclosure and (ii) use Confidential Information solely for the purposes of administering its obligations under the Agreement.

10.1 Disclosure to Third Parties. Neither Party shall, except with the express prior written consent of the Disclosing Party, disclose any Confidential Information of the Disclosing Party to any person or entity other than its or its Affiliates' officers, directors, employees, agents, collaborators, and consultants who need to know such information for the performance of the Agreement and who are bound by a written confidentiality agreement no less stringent than the terms of the Agreement or by professional rules of secrecy.

10.2 Exceptions. The above confidentiality obligations shall not apply to information which, as can be established by the Receiving Party, (a) was communicated to the Receiving Party from a Third Party entitled to make such a disclosure; or (b) was already in the public domain or subsequently entered the public domain through no fault of the Receiving Party; or (c) was already known by the Receiving Party or developed independently by the Receiving Party without reference to or reliance upon information provided by the Disclosing Party; or (d) is to be disclosed pursuant to any legal, regulatory, or stock exchange requirement (but only to the extent such information needs to be disclosed).

10.3 Survival. The above confidentiality obligations shall survive any expiration or termination of the Agreement and shall continue for a period of five (5) years from the date of expiration or termination of the Agreement. To the extent that any of the Confidential Information disclosed hereunder is a trade secret, the obligations set forth herein will survive the termination of the Agreement for so long as the information disclosed qualifies as a trade secret under the requirements of the Applicable Law.

10.4 Press Releases. In the event Evotec or Client wish to publish a press release relating to the Agreement or Client wishes to cite Evotec as a services provider to potential collaborators or investors, either Party will contact the other Party to discuss the possibility of a release or citing, and such other Party will give reasonable consideration to the request. In any event, both Parties agree not to issue any press releases without written approval from the other Party.

11. Representations and Warranties

11.0 Mutual representations. Each Party hereby represents and warrants to the other Party that (a) it is an entity validly organized and existing and in good standing under the laws of the jurisdiction in which it is organized and has full right and authority to enter into the Agreement; (b) it has taken all necessary action on its part to authorize the execution and delivery of the Agreement; and (c) the Agreement constitutes a legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

11.1 Representations by Client. Client hereby represents and warrants to Evotec that (a) it will not request or require Evotec to perform any assignment or tasks in a manner that would violate any Applicable Law; (b) to its best knowledge, Client is not aware of any Third Party's Intellectual Property or other rights that may be infringed by the Services provided by Evotec or the use of Client Input Data provided by Client and/or Derived Data under the Agreement.

11.2 Representations by Evotec. Evotec hereby represents and warrants to Client that (a) it has the appropriately qualified and experienced staff and the necessary equipment, experience, means and techniques in order for its activities hereunder to be organized and executed in accordance with the terms and conditions of the Agreement; (b) to the best of its knowledge, none of its employees in connection with the Agreement has been debarred or disqualified under any Applicable Laws, and Evotec will not knowingly use in any capacity in connection with the Agreement the services of any employee debarred or disqualified under any Applicable Laws.

11.3 Exclusion of Warranties. Except as set forth herein, all warranties implied by law (whether by statute, common law, trade usage, custom or otherwise) are hereby excluded for Evotec to the maximum extent permitted by law.

12. Limitation of Liability

12.0 LIABILITY CAP. NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT OTHER THAN SECTION 12.2 BELOW, EVOTEC'S AGGREGATE LIABILITY UNDER OR IN RELATION TO THE AGREEMENT TO CLIENT WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CLIENT TO EVOTEC FOR THE LICENSE AND SUPPORT PERFORMED UNDER THE WORK ORDER IN THE PREVIOUS TWELVE (12) MONTHS. NOTWITHSTANDING THE FOREGOING, EVOTEC SHALL HAVE NO LIABILITY UNDER THE AGREEMENT FOR LOSS OF OR DAMAGE TO CLIENT INPUT DATA WHILE PROCESSED VIA THE SOFTWARE.

12.1 INDIRECT LOSSES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT OR INCIDENTAL DAMAGES, INCLUDING ANY LOST PROFITS OR ANY LOST REVENUES RELATING TO THE PERFORMANCE OF THE AGREEMENT WHETHER SUCH LIABILITY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE.

12.2 UNLIMITED LIABILITY. NOTHING CONTAINED HEREIN IS INTENDED TO EXCLUDE OR LIMIT ANY LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE; OR, (B) FRAUD; OR, (C) BREACH OF THE IMPLIED TERMS AS TO TITLE AS SET OUT IN SECTION 12 OF THE SALE OF GOODS ACT 1979 AND SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982.

12.3 ENTIRE LIABILITY. THIS SECTION 12 DEFINES THE ENTIRE LIABILITY OF THE PARTIES IN RELATION TO THE AGREEMENT.

12.4 DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH WITHIN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, EVOTEC MAKES NO EXPRESS OR IMPLIED WARRANTIES RELATING TO THE SOFTWARE OR THE SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT (SAVE IN RELATION TO THE WARRANTY RELATING TO TITLE WHICH IS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979 AND

SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982).

13. Indemnification

13.0 By Evotec. Evotec will indemnify and hold harmless Client from and against any liability, loss, damage, action, claim or expense (including reasonable attorney's fees) actually incurred (collectively, **Losses**) and arising from any Third Party claim relating to (a) Evotec's breach of any of its warranties set forth herein, or (b) Evotec's gross negligence or wilful misconduct in the performance of its obligations under the Agreement, in each case save for any Losses for which Client is obligated to indemnify Evotec hereunder.

13.1 By Client. Client will indemnify and hold harmless Evotec from and against any Losses arising from any Third Party claim relating to (a) Client's breach of any of its warranties set forth herein, (b) Client's gross negligence or wilful misconduct in the performance of its obligations under the Agreement, (c) Evotec's use of any information or other data of the Client (including Client Input Data or Client Background IP) for the purpose of performing the Services; or (d) Client's use or commercialization of Derived Data or other work product (tangible or intangible) resulting from the Software or Services; in each case save for any Losses for which Evotec is obligated to indemnify Client hereunder.

13.2 Obligation to notify and right to control. The Party wishing to seek indemnification hereunder shall (a) promptly notify the other Party in writing of any claim made against it pursuant to Section 13.0 or 13.1 above, (b) grant, to the extent permitted by Applicable Law, the other Party the sole control of any defence or settlement of such claim, and (c) not acknowledge any such claim or enter into any settlement negotiations relating thereto without the express prior written approval of the other Party.

14. Force Majeure

14.0 Force Majeure event. Neither Party will be liable for any failure to perform or for delay in performance resulting from any cause beyond its reasonable control or due to compliance with any regulations, orders, or act of any regional, provincial, state, or municipal government, or any department or agency thereof, civil or military authority, strike, lockouts, labour troubles, inability to procure materials or services, failure of power or restrictive government or judicial orders, or decrees, riots, insurrection, war, terror, delays or shortages in transportation, Acts of God, epidemics, pandemics, or unexpected and severe weather conditions (**Force Majeure**), provided that Client will not be excused from payment of money owed when due notwithstanding the occurrence of any such Force Majeure event.

14.1 Notice of Force Majeure. The Party affected by the Force Majeure event shall upon its occurrence promptly give written notice to the other Party specifying the nature of the event and its anticipated duration.

15. Term and Termination

15.0 Term. The Agreement shall become effective on the Effective Date of the respective Work Order and shall continue to be in effect for the period determined in the Work Order, unless terminated earlier in accordance with the provisions of this Section 15 (**Term**).

15.1 Termination for convenience. Unless otherwise agreed in the Work Order, Client may terminate the Agreement for any reason at any time, upon ninety (90) days prior written notice to Evotec.

15.2 Termination for cause. Either Party may terminate the Agreement at any time by written notice to the other with immediate effect upon the occurrence of any of the following events: (a) the other Party becomes insolvent or suspends its payments, regardless of whether it institutes or has instituted against it any

bankruptcy, reorganization, debt arrangement, assignment for the benefit of creditors or other proceeding under any bankruptcy or insolvency law; or (b) the other Party materially breaches any provision of the Agreement and fails to cure such breach within thirty (30) days following its receipt of written notice thereof from the terminating Party.

15.3 Form requirement. Notices of termination shall be valid only if made in writing.

16. Consequences of Termination

16.0 Accrued rights. Expiration or termination of the Agreement for any reason shall not affect any rights or obligations of either Party that have arisen on or prior to the effective date of such expiration or termination nor limit in any way the rights or remedies either Party may have in law or equity. Notwithstanding the foregoing, upon expiration or termination of the Agreement, the license granted under Section 3.0 shall cease immediately.

16.1 Reimbursement of costs. Client will pay Evotec for all Services and Support performed in accordance with the Agreement and reimburse Evotec for any additional costs and expenses incurred before termination of the Agreement which cannot be reasonably avoided, including any non-cancellable obligation incurred by Evotec, and any termination payments specified in the Agreement. In addition, Client will pay Evotec for expenses incurred to complete activities related to termination and close-out of the Service and Support, including fulfilment of any regulatory requirements.

16.2 Return of Confidential Information. Unless otherwise provided in the Agreement after the expiration or termination of the Agreement, each Party will, upon the other Party's written request and in the other Party's sole discretion, promptly return and transfer to the other Party or destroy all Confidential Information of the other Party, which is still in its possession, except to the extent such Party is required to keep copies of such data for archival purposes under Applicable Law.

16.3 Survival. Upon any termination or expiration of the Agreement, the provisions contained in Sections 1 (Definitions), 9 (Fees and Payment) to 13 (Indemnification), and 16 (Consequences of Termination) to 18 (Miscellaneous) will survive.

17. Notices

17.0 Form of notices. Unless expressly stated otherwise, all notices, requests and other formal communications between the Parties under the Agreement shall be made in writing.

17.1 Notices to Evotec. Any notice given to Evotec under the Agreement shall be delivered or sent to the address specified below:

Evotec International GmbH
Attn. Legal Department
Manfred Eigen Campus
Essener Bogen 7
22419 Hamburg
Germany
Fax: +49 40 56081-222

17.2 Change in address. Each Party shall immediately notify the other Party in the event of any changes of its address.

18. Miscellaneous

18.0 Insurance. Each Party shall maintain policies of insurance in the amounts and of the types reasonably appropriate for the conduct of their respective businesses. Client represents that it has subscribed and will maintain insurance policies in an amount reasonably adequate to cover the financial consequences it may

incur in the event of material loss or damage to Client Input Data and Derived Data while stored in the Software.

18.1 Costs. Unless otherwise expressly agreed, each Party will bear its own costs incurred in connection with the preparation, negotiation, and conclusion of the Agreement.

18.2 Entire Agreement. The Agreement represents the final, complete, and exclusive agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings with respect thereto.

18.3 Form requirement. Any amendment, change, modification or alteration of the terms and conditions of these Terms of Use and/or any Work Order and/or any Change Order must be in writing and signed by both Parties' authorized representatives.

18.4 Assignment. Neither Party may assign its contractual rights and obligations or parts thereof without the prior written consent of the other, provided, however, that either Party may, without such consent, assign the Agreement and all of its rights and obligations hereunder (i) to an Affiliate or (ii) in connection with the transfer or sale of all or substantially all of its business to which the Agreement relates, or in the event of its merger, consolidation, or other similar transaction.

18.5 Right to subcontract. Evotec shall be entitled to subcontract any work to be performed by it in connection with the Agreement to (a) any Affiliate of Evotec or (b) any Third Party, provided that Evotec shall remain responsible under the Agreement for the acts or omissions of any subcontractor engaged by Evotec.

18.6 Severability. All provisions of the Agreement are separate and distinct from one another. If any provision of the Agreement is found to be invalid or otherwise unenforceable, in whole or in part, the validity of the remainder of the Agreement will not be affected. Furthermore, the Parties agree that the invalid or unenforceable provision or part thereof will be superseded by an adequate provision that, to the legally permitted extent, comes closest to what the Parties would have desired at the time of conclusion of the Agreement had they considered the issue concerned.

18.7 Independent contractor. Nothing in the Agreement will create, or be deemed to create a partnership, agency, franchise, or joint venture relationship between the Parties. Each Party agrees to perform under the Agreement solely as independent contractor.

18.8 No waiver. The failure of either Party at any time to enforce any of the terms, provisions or conditions of the Agreement will not be construed as a waiver of the same or of the right of either Party to enforce the same on any subsequent occasion. Any waiver must be in writing and duly signed by an authorized representative of the waiving Party.

18.9 Third Party rights. Neither the Agreement nor any provision contained therein is intended to confer any rights or remedies, neither directly nor by way of a contract for the benefit of a Third Party, upon any person or legal entity other than the Parties, except as expressly otherwise provided for in the Agreement. A person or entity that is not Party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

18.10 Governing law. The Agreement will be governed by and construed in accordance with the Laws of England and Wales, without given effect to any choice of law or conflict of laws provision. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

18.11 Venue. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of London, England over any claim or matter arising from or in connection with the Agreement or the legal relationships established by the Agreement.

18.12 Injunctive relief. The provisions set forth in the Agreement will operate without prejudice to either Party's ability to seek injunctive or other interlocutory relief in any court accepting jurisdiction to protect and enforce its Intellectual Property.

18.13 English language. The Agreement was executed in English, and the original language version will be controlling. All notices to be made or given pursuant to the Agreement shall be in English.

Annex 1 **Service Levels**

INTRODUCTION

These Service Level Agreement (SLA) are annexed to the general Terms of Use for PanHunter, and together with the Work Order, which governs the individual business relationship between the Client and Evotec International GmbH ("Evotec" or "us"), comprise the Agreement. The definitions in the Terms of Use and in the Work Order do also apply for this SLA.

This SLA governs the information technology (IT) infrastructure of Evotec, which is used to host PanHunter, and describes its characteristics to provide transparent information for our clients. The SLA is only relevant for PanHunter and not applicable to any other Evotec service or system.

SERVICE PROVIDED

Evotec provides access to the Software-as-a-Service (SaaS) platform PanHunter that allows multi-omics data analysis in a highly interactive manner. The Service can be accessed via the web-portal at PanHunter.com or Client-specific URL, provided to the Client.

GENERAL MEASURES

PanHunter is hosted on servers controlled by Evotec in Frankfurt, Germany. The data centres are certified according to the following standards:

<i>SOC 1 Type II</i>	<i>PCI DSS</i>	<i>ISO 22301</i>
<i>SOC 2 Type II</i>	<i>ISO 45001</i>	<i>ISO 14001</i>
<i>ISO 27001</i>	<i>ISO 9001:2015</i>	<i>ISO 50001</i>

As part of the technical and organizational measures, these data centres implemented at least the following measures:

PHYSICAL SAFETY MEASURES

- *24/7 surveillance and personnel on site*
- *Highly restricted access to server rooms/racks*
- *Water- and smoke-detectors, directly connected to the local fire fighters*
- *Automatic fire extinction system*

Network infrastructure

- *Segmented network infrastructure to create separated network traffic streams*
- *Firewalls to protect all relevant network entry points*
- *Automatic system health surveillance with defined thresholds (performance, disk space, OS processes, availability) to inform our personnel*

Data backup

- *Daily backup of all relevant data stored in the PanHunter instance, including Client Input Data and Client Derived Data*
- *Backups are retained for 10 days*
- *The creation of backups is performed during the time of the active Agreement. In case data recovery becomes necessary the following response times apply:*
 - o *Recovery Point Objective (RPO): < 24 h*
 - o *Recovery Time of Objectives (RTO): < 24 h*

SERVICE LEVELS AND CONTACT PROCEDURE

Evotec is offering one level of service provided to all Clients.

Service Times

Service times are Monday through Friday, 08:00 – 18:00 CET, except for German bank holidays in Lower Saxony, Germany. Service languages are English and German.

Initial Contact

The way of contacting Evotec with regards to potential problems, bugs, issues, or other questions is via email to panhunter_support@evotec.com. The following information should be provided in the service request:

- *Company name / PanHunter instance name*
- *Name of contacting person*
- *An accurate description of the problem*
- *The impact of the problem on the Service and user*
- *If applicable, a screenshot of the problem*
- *If applicable, a snapshot link of the location where a problem occurs*

Once we have received your initial request, we will make sure to do the following:

- Use reasonable endeavours to immediately agree on the priority of the problem and the next action(s) with the Client
- Within the applicable first response period, identify the most effective solution

Impact Levels and Priority

Based on the description of the problem and which impact it has on the Service or user, a problem will be assigned to one of the following priority categories and it will be acted accordingly.

Issue Priority Definitions

Priority	Definition	First Response Time*	Resolution Time*
A – Critical	Loss or unavailability of Service and/or information; system unusable. Business is very severely impacted	< 2h	< 8h
B – Severe	Loss of functionality of the Service significantly affects day-to-day operations. Major parts of the system are still usable. Business significantly impacted	< 8h	< 5d
C – Other	Normal operation of the Service is unaffected and/or a usable workaround is available. Users may lose production effectivity but not lose specific capability. Business is not significantly impacted.	< 8h	As soon as possible

*) measured only within Service Times

Response Definitions

First Response Time	The period between the Client requesting support in accordance with Section “Initial Contact” and the reply by a member of Evotec’s technical support team.
Resolution Time	The period between the Client requesting support in accordance with section “Initial Contact” and a reliable resolution of the error which restores the Service to full performance in accordance with Agreement between the Parties.

SOFTWARE MAINTENANCE AND RELEASES

Error Reporting and Correction

Clients may report errors using the described contact option or the option directly provided via the Service. Evotec shall make all reasonable efforts to correct any error reported by the Client in the current version of the Service. Fixes will usually be provided via new releases of the Service.

New Releases

New versions and releases of the Service will be automatically deployed to the Client’s instance of the Service. A notification about an updated version will be released to the Client alongside the updated version, including a list of new features, changes, and fixes.

PLANNED MAINTENANCE

Planned maintenances are communicated as early as possible, but at least two days in advance of planned downtime when updating, upgrading, or fixing the system. Planned maintenance time counts as delivered Service time.