

MH Guide CAS General Terms and Conditions (“GTC”) for IDT customers

PREAMBLE

These GTC contain terms and conditions that govern the access and use of MH Guide Case Annotation Solution (“**MH Guide CAS**”), by you or the entity or organization that you represent (“**Customer**”).

MH Guide CAS is a software for research labs developed by Molecular Health GmbH (“**MH**”), Kurfuersten-Anlage 21, 69115 Heidelberg, Germany (Commercial Register: Mannheim District Court HRB 338037). It annotates genetic and molecular alteration data from a tumor specimen with published therapy associations, biomarkers, and recruiting clinical trials.

MH Guide CAS is for research use only. Not for use in diagnostic procedures. Unless otherwise agreed to in writing, Molecular Health does not intend this product to be used in clinical applications and does not warrant fitness or suitability of the product for any clinical diagnostic use. Customer is solely responsible for all decisions regarding the use of the product and any associated regulatory or legal obligations.

1 DEFINITIONS

- 1.1 **User** designates (i) the User of MH Guide CAS.
- 1.2 **Application** means the intended use of MH Guide CAS in accordance with the Product Documentation.
- 1.3 **Evaluation** means the summary of the results of the comparison of samples with the databases generated with the aid of MH Guide CAS in the form of an interactive or static result, which can be used within the framework and scope of these GTC.
- 1.4 **Data** describes the data volumes generated by sequencing the DNA isolated and subsequent secondary analysis from a Sample.
- 1.5 **MH Guide CAS** means the standalone Software as a Service tool for research labs to annotate genetic and molecular alteration data designated as MH Guide CAS.
- 1.6 **Sample** means a tumor specimen from tissue or blood, – depending on the commissioned analysis.
- 1.7 **Product Documentation** refers to the MH Guide CAS Manual and Product Description listed in **Annex A** of these GTC in its current version in English.
- 1.8 **Sequencing Laboratory** means a laboratory commissioned with the sequencing and the secondary analysis of the sample.
- 1.9 **Storage Space** means the physical or virtual location determined by MH (e.g., in the form of a so-called cloud solution) in which MH Guide CAS, including the Data, is made available to the Customer by MH and is accessible to the User for use.
- 1.10 **Agreement** is the Reseller’s offer signed by the Customer that together with these GTC and the annexes mentioned herein forms the legal framework for the use of the Contract Products.
- 1.11 **Contract Product(s)** is/are the product(s) of MH provided to the Customer for use. MH and the Customer are hereinafter referred to individually and jointly as “**Parties**”.
- 1.12 **Reseller** is a company appointed by MH to promote and sell MH Guide CAS Subscriptions and Support Services.

2 PROVISION OF MH GUIDE CAS

- 2.1 The Customer acknowledges and agrees to use MH Guide CAS via the Internet (*Software as a Service*) solely pursuant to these GTC.

3 USE OF MH GUIDE CAS

- 3.1 The Customer is fully responsible for the contractual use of MH Guide CAS and shall ensure that MH Guide CAS is used exclusively by sufficiently qualified personnel. The Customer can assign predefined user roles and associated authorizations in the context of his/her use of MH Guide CAS. Details of the user roles are specified in the Manual.
 - 3.2 Within the limits of Clause 6 of these GTC, the use of MH Guide CAS may be made exclusively for the intended purpose and in consideration of the specifications of MH, which are summarized in the Product Documentation. The Product Documentation is part of these GTC in its current version and is provided for download in MH Guide CAS. The Customer is aware that the Product Documentation is currently only available in English. There is no contractual claim to the provision of a translation. If the Customer or the User deviates from the specifications of the Product Documentation, the Customer shall indemnify MH in the event of a claim with regard to all resulting consequences. This includes the reimbursement of any costs that must be incurred by MH to eliminate the consequences of incorrect Application by the User.
 - 3.3 In accordance with the specifications of the Product Documentation, the Customer has the right to appoint additional persons as Users after the conclusion of this Agreement. Each User is granted their own user account by Reseller.
 - 3.4 The Customer can at any time dismiss a User determined by it. If one of the prerequisites pursuant to Clause 3.1 of this Agreement is omitted, the Customer is entitled to dismiss the User. The dismissal must be declared to Reseller in writing. After receiving the notification, the dismissed User’s ability to use MH Guide CAS will be terminated, and their credentials blocked.
 - 3.5 MH will process all evaluations commissioned by the dismissed User up to the point in time when the dismissal becomes effective.
 - 3.6 In the case of the determination of further Users or the removal of Users in accordance with Clause 3.3 and Clause 3.4 of these GTC, the Customer shall immediately transmit to Reseller a declaration of the additional User or the users that are to be removed.
 - 3.7 The Evaluation prepared with MH Guide CAS is for research use only, and not for use in diagnostic procedures. Customer is solely responsible for all decisions regarding the use of the product and any associated regulatory or legal obligations.
 - 3.8 The Sequencing Laboratory commissioned for the sequencing of the Sample will work exclusively and directly for the Customer and not for MH within the scope of the Application. The Data obtained in this way are not part of MH’s service. Only Users who have their own credentials are entitled to use MH Guide CAS using their credentials. The Customer is responsible for protecting the credentials provided for the use of MH Guide CAS against access by third parties according to the state of the art, and to the same extent as its own operational and business secrets. In particular, the Customer shall ensure that standard software for the protection of the IT systems (in particular virus scanners, firewalls, etc.) is (i) installed on the IT systems which are used for initiating and retrieving an analysis with MH Guide CAS, and (ii) is always up-to-date.
- ### 4 RESPONSIBILITY OF MH
- 4.1 MH is the manufacturer and operator of MH Guide CAS.
 - 4.2 MH grants the Customer via an agreement with the Reseller access to the contractual use of MH Guide CAS in accordance with Clause 6 of these GTC.
 - 4.3 MH shall enable access to MH Guide CAS and the functionality of

- MH Guide CAS including maintenance and care (update) according to the state of the art and pursuant to Clause 6 of these GTC.
- 4.4 MH assumes no responsibility for the properties of a Sample and the validity of the derived Data, in particular not with regard to its suitability for sequencing and analysis in the context of the Application.
- 4.5 The Parties agree that MH cannot be responsible for the usability of the Evaluation of MH Guide CAS for the intended research purpose of the customer.
- 5 RESPONSIBILITY OF THE CUSTOMER**
- 5.1 MH Guide CAS may only be used by the User or by persons who have been selected by or on behalf of the Customer. The Customer shall ensure that the User:
- 5.1.1 has the technical qualifications described in the Product Documentation and maintains them for the duration of the Agreement;
- 5.1.2 complies with all applicable laws, guidelines and ordinances;
- 5.2 The Customer shall ensure that all applicable legal requirements relevant for analyzing Data of the tumor specimen with MH Guide CAS are complied with, in particular with regard to the required information for the tumor specimen and the compliance with data protection requirements (to the extent applicable: the GDPR (General Data Protection Regulation), the German BDSG (*Bundesdatenschutzgesetz* (Federal Data Protection Act)), the social data within the meaning of the German SGB X (*Sozialgesetzbuch X* (Social Security Code X) or the Health Insurance Portability and Accountability Act)). MH will at no time be in direct contact with the subject during the use of MH Guide CAS.
- 5.3 The Customer guarantees to MH that, prior to the start of use, the subject has, to the extent necessary, effectively declared his/her consent to the sequencing of his/her Samples and transfer of Data and the use of MH Guide CAS to the extent required for this. The Customer shall ensure that the User informs the Reseller and/or MH immediately, if a subject has revoked his/her consent to use the application. The Customer shall ensure that the consent of the subject also includes, to the extent necessary, the forwarding of sequencing results (i.e., a genetic analysis) to MH both by the Customer and the sequencing laboratory in accordance provisions of applicable laws.
- 6 RIGHTS OF USE**
- 6.1 MH grants to the Customer for the duration of the Agreement the non-exclusive and non-transferable and territorially agreed rights:
- 6.1.1 to use MH Guide CAS exclusively in accordance with the provisions of this Agreement;
- 6.1.2 to research information via MH Guide CAS;
- 6.1.3 to gain access to the researched information, and to store them in the form of reports.
- The Customer shall exercise the right of use in accordance with sent. 1 exclusively by Users named by the Customer (improper contract in favor of third parties, §328 para. 2 BGB). The Customer is not permitted to transfer the right of use granted under these GTC without the consent of MH or to grant sub-licenses.
- 6.2 Within the framework of the right of use, MH Guide CAS may only be used by the User (single use) in accordance with the specifications of MH, as described in Clause 6 of these GTC.
- 6.3 The Customer must refrain from, and will oblige the Users accordingly to refrain from:
- 6.3.1 using MH Guide CAS outside of its intended purpose,
- 6.3.2 copying or modifying MH Guide CAS,
- 6.3.3 decompiling the software used for MH Guide CAS or adjusting it contrary to the terms of use or the Product Documentation,
- 6.3.4 changing the information and data stored in the databases or adding information and data without MH's consent or downloading, distributing, or selling data volumes in an inappropriate scope that is not necessary for the intended use of MH Guide CAS according to this Agreement,
- 6.3.5 making MH Guide CAS or parts thereof accessible to third parties, passing it on to third parties free of charge or selling it in the form of sub-licenses,
- 6.3.6 installing malware ("virus") into MH Guide CAS or into parts thereof or otherwise gaining damaging access or interfering with the intended use,
- 6.3.7 using MH Guide CAS or parts or components thereof to generate or derive own databases from it, or designing, creating, or distributing another product or parts or components essentially identical to MH Guide CAS, or
- 6.3.8 circumventing the restrictions provided for in MH Guide CAS with regard to use such as access blocks or the like.
- 6.4 Trademark notices (such as copyright names or brand names) regarding MH Guide CAS may not be supplemented, changed, or removed either in electronic format or in printouts.
- 6.5 MH processes the personal data received from the Customer for the purpose of providing its contractual obligations. To the extent permitted by law, after anonymization of the data, MH may process these data (i) for scientific or research-related purposes; (ii) for quality control, including the improvement of MH products and/or services.
- 7 QUALITY, WARRANTY**
- 7.1 The Parties are aware that the quality of the Evaluation prepared with the aid of MH Guide CAS, depends on the quality of the Sample, the sequencing by the Sequencing Laboratory and the subsequent secondary analysis of the sequencing data. Due to this multitude of factors, the Parties agree that no specific condition can be agreed with regard to the Evaluation and no specific agreement can be made with regard to the significance of the Evaluation. The Parties agree that MH cannot be responsible for the usability and applicability of the Evaluation.
- 7.2 The information stored in the databases is third-party content or information based on third-party content or derived from third-party content for which MH assumes no warranty or liability with regard to its accuracy or completeness.
- 7.3 During the term of the Agreement, MH shall provide the Customer with the functionality of MH Guide CAS, whereby the functionality is described in the Product Documentation. Furthermore, MH shall ensure the technical availability of MH Guide CAS under the access requirements as described in the Product Documentation. If the Product Documentation is updated, MH will provide the Customer with a current version electronically via MH Guide CAS. MH is not responsible for ensuring a functioning data transfer via a communication network, but only owes the provision for use via sufficiently recognized communication networks (state of the art: Internet).
- 7.4 MH assumes no guarantee or liability in the context and in connection with the sequencing and secondary analysis, in particular not for the quality of the Data.
- 7.5 The obligation assumed by MH in section 7.3 of this Agreement with regard to MH Guide CAS is final. According to this Agreement, possible claims are exclusively due to the Customer and not to the User, who acts exclusively in the interests of the Customer and in the context of his/her employment or contractual relationship for the Customer. In the event of a culpable breach of duty on the part of MH, the Customer has predominantly a claim to rectification of

MH Guide CAS, e.g., by an update of the software.

8 MAINTENANCE TIMES

8.1 MH reserves the right to restrict access to MH Guide CAS for the purposes of maintenance, for the purposes of updating MH Guide CAS and its components (software, databases, MH-side hardware, etc.) and for other purposes in connection with the provision of MH Guide CAS at any time at short notice and to the extent required. MH shall ensure that the Reseller and the Customer is informed about access restrictions that are expected to not exceed a duration of approximately two hours, at short notice, but within a reasonable period as far as technically possible. Regular maintenance should be preceded by an electronic notice to the Customer about the planned maintenance time window at least one week before the maintenance-related access restriction.

9 FORCE MAJEURE

MH assumes no liability in the event that access to MH Guide CAS, or the Evaluation is caused by unplanned or unplannable maintenance work, system failures or other events that are not caused intentionally or through gross negligence by MH (such as "virus" or "hacker" attacks, cases of force majeure). This also applies in the event that the communication networks used for MH Guide CAS, in particular the Internet, are no longer or partially or temporarily no longer usable due to interventions by third parties, strikes or failures of national or regional infrastructures (such as energy supply) or other technical failures.

10 DOCUMENTATION OF USE

10.1 The Customer shall inform the Reseller and/or MH about possible or observed malfunctions or deteriorations in the characteristics and/or performance of MH Guide CAS, as well as any inadequacy in the Manual of MH Guide CAS.

11 COMMISSIONING OF ANALYSES

11.1 MH acts during the Evaluation as provider of MH Guide CAS for the Customer. An order is the basis of this commissioning. This is triggered in the name and on account of the Customer by the User via the online order form or via SFTP upload of the order of the analysis of a Sample.

11.2 The Data must be transmitted in conjunction with partial information from the tumor specimen (see also information according to the online order form).

11.3 The Customer has the option at any time to revoke the commissioning of MH or to discontinue the use of MH Guide CAS. Furthermore, the Customer has the right at any time to limit the input of Data or the use of MH Guide CAS. Insofar as the Customer makes use of the rights of this paragraph, MH assumes no liability whatsoever with regard to MH Guide CAS or the Evaluation in the cases concerned.

11.4 The Customer shall ensure the commissioning of MH in accordance with these GTC (in particular in accordance with this Clause 11). MH is not responsible for compliance with the Customer's internal organizational provisions and does not have to verify the User's authorization to commission MH according to these GTC.

12 INDUSTRIAL PROPERTY RIGHTS

12.1 All current and future rights to MH Guide CAS and to the Contract Products, including the associated software and databases, in particular all patented, patentable and non-patentable as well as registered, registerable and non-registerable property rights, including expertise, are the exclusive property of MH, or MH is the owner of the exclusive rights of use. By concluding a contract with

the inclusion of these GTC, there is no transfer of rights in any way, with the exception of the granting of the right of use as defined in this Agreement.

12.2 The Parties mutually undertake not to challenge any existing property rights in favor of one Party in connection with the use of MH Guide CAS and the Contract Products unless these property rights have been established in violation of the provisions of this Agreement. Insofar as third parties attack property rights in connection with MH Guide CAS, the Parties shall mutually support each other in the defense against such claims.

12.3 The Parties may only use industrial property rights, in particular copyrights and trademark rights, which are the property of the Customer or MH or its exclusive right of use, with the express consent of the respective owner.

13 MH WARRANTY AND LIABILITY

13.1 MH represents and warrants that MH complies with the international standards for software lifecycle and risk management, IEC 62304, and ISO 14971. MH's ISO 13485 certified quality management system also includes standard operating procedures (SOPs) for the operation of productive IT systems, IT business continuity, and product safety.

13.2 The MH Guide CAS Results may include information concerning gene variants that are subjective and may not be complete or comprehensive. MH Guide CAS may contain information about therapeutic agents that appear to be associated with clinical benefit based clinical guidelines, relevance of tumor lineage, level of published evidence and strengths of biomarker expression. A finding of biomarker expression does not necessarily indicate pharmacologic effectiveness or lack thereof. In providing the Service and making MH Guide CAS Results available to the Customer, MH does not guarantee or suggest that any particular agent will be effective or safe with the treatment of any particular condition. MH expressly disclaims and makes no representation or warranty whatsoever relating, directly or indirectly, to the interpretation, conclusions, decisions, or actions drawn from or based upon any of the information set forth in any MH Guide CAS Results. MH ASSUMES NO LIABILITY, WARRANTY, OR RESPONSIBILITY WHATSOEVER WITH RESPECT TO ANY ANALYSIS, CONCLUSIONS, INTERPRETATION, DECISIONS OR ACTIONS BASED ON THE USE OF ANY MH GUIDE CAS RESULTS BY CUSTOMER OR BY ANY OTHER PERSON. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 13.1

13.3 MH GUIDE CAS, THE SERVICE AND MH GUIDE CAS RESULTS AND ANY OTHER MH CONTENT ARE PROVIDED AND MADE AVAILABLE "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND, TO THE FULLEST EXTENT PERMITTED BY LAW, MH HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND MH SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND INDUSTRY CERTIFICATIONS, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, MH MAKES NO WARRANTY OF ANY KIND THAT MH GUIDE CAS, THE SERVICE OR MH GUIDE CAS RESULTS WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, OR BE SECURE, ERROR-FREE, ACCURATE, CURRENT, OR COMPLETE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MH SHALL HAVE NO OBLIGATION TO CORRECT, AND HEREBY DISCLAIMS ALL LIABILITY WITH RESPECT TO, ANY KNOWN ERRORS OR DEFICIENCIES OR "BUGS" OF MH GUIDE CAS, INCLUDING AS MAY BE DISCLOSED TO CUSTOMER. ALL THIRD PARTY DATA SOURCES AND OTHER THIRD PARTY CONTENT OR DATA, INCLUDING AS USED IN PROVIDING MH GUIDE CAS OR THE SERVICE OR INCORPORATED IN MH GUIDE CAS OR ANY MH GUIDE CAS RESULTS, ARE USED OR PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND. MH DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES OR LOSSES CAUSED BY ANY THIRD PARTY DATA SOURCE OR THIRD PARTY APPLICATIONS. NO ORAL OR WRITTEN

INFORMATION OR ADVICE GIVEN BY MH OR ITS REPRESENTATIVES SHALL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF MH'S OBLIGATIONS UNDER THE AGREEMENT. EXCEPT FOR LIABILITY ARISING FROM OR RELATED TO A BREACH OF A PARTY'S OBLIGATION(S) SET FORTH IN **CLAUSES 3, 5, 6** HEREOF OR A PARTY'S OBLIGATIONS OF NON-DISCLOSURE AND ON USE OF THE OTHER PARTY'S CONFIDENTIAL INFORMATION PURSUANT TO CLAUSE 14, NEITHER PARTY SHALL HAVE LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, ENHANCED, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR STATUTORY DAMAGES, OR ANY MULTIPLES OF DIRECT DAMAGES, UNDER ANY LEGAL THEORY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, OR WARRANTY, WITH RESPECT TO OBLIGATIONS UNDER THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, (i) LOSS OF BUSINESS OR FUTURE BUSINESS, (ii) LOSS OF GOODWILL, (iii) BUSINESS INTERRUPTION, (iv) LOSS OF CUSTOMERS, (v) LOSS FROM DAMAGE OR CORRUPTION OF DATA, OR LOSS OF DATA, OR (vi) LOSS OF FUTURE REVENUES OR PROFITS.

- 13.4 THE EXCLUSIONS OF A PERSON'S LIABILITY SET FORTH IN THIS CLAUSE **13** APPLY REGARDLESS OF WHETHER SUCH PERSON WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 13.5 The Parties acknowledge that each of them relied upon the inclusion of the limitations and exclusions set forth in this **Clause 13** in consideration of entering into this Agreement.
- 13.6 In addition, MH shall be liable under limitation of compensation for foreseeable damages typical for such kind of contracts, for such damages that are based on a slightly negligent breach of material obligations of MH or its legal representatives or vicarious agents. Material obligations are obligations whose fulfilment makes the proper implementation of the Agreement possible in the first place and the Customer may rely on compliance with those.
- 13.7 In the event of a loss of data caused by slight negligence, MH shall only be liable for the damage that would have been incurred by the Customer or the User in the event of proper and regular data backup appropriate to the significance of the data; this limitation shall not apply if the data backup was hindered or impossible for reasons for which MH was responsible.
- 13.8 The aforementioned provisions shall also apply *mutatis mutandis* to the liability of MH with regard to the reimbursement of futile expenses.
- 13.9 Liability under mandatory law (e.g., product liability law) remains unaffected.

14 CONFIDENTIALITY

- 14.1 MH Guide CAS is a product that MH has developed with considerable time and economic effort and which, according to the mutual understanding of the Parties, is exclusively a business secret attributable to MH. Therefore, the Customer, also with regard to Users, must ensure that all data (in the general sense) and information relating to MH Guide CAS, in particular with regard to use and functionality, which are made accessible to the Customer and (in particular) Users of MH, as well as own business secrets, are protected; this also includes the maintenance of technical security measures adapted to the current state of the art, in particular against unauthorized access by third parties.
- 14.2 The Customer is committed to comprehensively maintaining confidentiality with regard to MH Guide CAS as well as all commercially, legally, fiscally or technically sensitive or beneficial information of MH that becomes known to the Customer or the respective User during the term of the Agreement ("**Confidential Information**"). Confidential information can be such information that is identified in any way as confidential or protected by law or whose confidential content is obvious. The term includes all

illustrative material such as documents, writings, notes, digital records, etc. as well as verbal communications.

- 14.3 In the context of confidentiality, the Customer is prohibited from making the Confidential Information accessible to third parties, in any form whatsoever, or from using it for purposes other than the intended use of MH Guide CAS as specified in these GTC and the Annexes. The aforementioned provision shall not apply, only if and to the extent that the Customer can prove that:
 - 14.3.1 the Confidential Information is generally publicly accessible at the time of disclosure within the framework of this Agreement, or becomes publicly known after disclosure through no fault of the Customer;
 - 14.3.2 the Confidential Information was already available to the Customer in a lawful manner at the time of disclosure within the framework of this Agreement;
 - 14.3.3 the Customer has lawfully received the Confidential Information from a third party, and it can be disclosed to others by the third party according to the Customer's knowledge without breach of a confidentiality obligation; or
 - 14.3.4 the Confidential Information was developed independently by the Customer or the User, without reference to the Confidential Information disclosed to them under this Agreement.
- 14.4 Notwithstanding the aforementioned obligations, the Customer may disclose Confidential Information to the extent necessary to comply with the requirements of authorities or relevant laws or provisions, if the Customer has informed MH either directly or via the Reseller in good time in advance of such requirements and its intention to disclose, in order to grant MH the opportunity to counteract a disclosure in a timely manner.
- 14.5 The Customer shall inform MH either directly or via the Reseller immediately after becoming aware of an imminent or actual breach of confidentiality and take all reasonable measures to prevent or end such a breach – if necessary with the support of MH.
- 14.6 The Parties are entitled to demand the surrender or destruction of all Confidential Information available to the other Party with a notice period of twenty-one (21) days after written request. This does not apply if there is an obligation to retain data by law, or due to official/judicial orders. Upon request, the Customer must inform MH about which Confidential Information was sent back, or destroyed and which information was stored. The notification that certain documents or information have been stored must be justified in compliance with confidentiality as per applicable law. MH is entitled to monitor compliance, in particular with this Clause 14.6, to the extent required or to have it monitored.
- 14.7 The obligation to maintain confidentiality pursuant to this Clause 14 shall also apply to the protection of the business secrets and industrial property rights of MH for a period of ten (10) years after the Agreement has been fully terminated.

15 DATA PROTECTION/DATA SECURITY

- 15.1 The Parties are aware that compliance with data protection laws, in particular data protection regulations, e.g. according to the GDPR, and to the extent applicable the BDSG, SGB X, and HIPAA are of decisive importance for the legally compliant collaboration and the legally compliant operation and Application of MH Guide CAS. The Parties therefore undertake to comply with the relevant data protection regulations.
- 15.2 Business Associate Agreement. "**Business Associate Services**" means Services provided by MH where MH acts as a "business associate" as defined by 45 C.F.R. 160.103, and "**Covered Entity Services**" means Services provided by IDT where IDT acts as a "covered entity" as defined by 45 C.F.R. 160.103. If Customer provides MH with any "Protected Health Information" as defined

under HIPAA, then the terms of the Business Associate Agreement (“BAA”) attached as Annex B to these Terms shall apply. The BAA will not govern the use, disclosure and security of PHI with respect to Covered Entity Services.

- 15.3 **Data Processing Addendum.** If Customer provides IDT with any “personal data” as defined under the General Data Protection Regulation (or other applicable privacy regulations that requires the Parties to enter into similar terms), then the terms of the Data Processing Addendum (“DPA”) attached as Annex C to these Terms shall apply with regard to that data.
- 15.4 The Customer shall ensure that MH and Reseller does not receive any personal data/social data (e.g. in the sense of the GDPR and BDSG, SGB X or HIPAA) related to a tumor specimen via the Customer, the User him/herself, unless they are absolutely necessary for the fulfillment of the Agreement.
- 15.5 The Customer undertakes to inform the Reseller or MH immediately, if a subject requests the destruction of his/her data in accordance with applicable laws to ensure that MH can comply with its regulatory obligations.
- 15.6 The Customer must also inform the Reseller or MH immediately, if a subject asserts other data protection-related rights.
- 15.7 The Customer is responsible for ensuring that tumor specimen related data are collected, processed and used in a legally permissible manner, in particular in the case of contract data processing, that all necessary data protection contracts are concluded, so that the data can be processed and stored by MH in the database in compliance with data protection regulations.

16 CHANGES TO GTC AND ANNEXES

- 16.1 MH reserves the right to amend these GTC, including the annexes.

17 TEMPORARY BLOCKING

- 17.1 In the event of an material breach of contract, MH is entitled to temporarily restrict the use of MH Guide CAS by the User for an appropriate period of time, at the latest until the imminent breach of contract is averted (temporary block); MH must inform the Customer of this immediately in writing (§ 126b BGB).
- 17.2 Material breaches of contract apply in particular – whereby the Customer must allow breaches of contract caused by the User to be attributed to it – including:
- 17.2.1 repeated violation of the provisions of Clause 6 of these GTC regarding the intended use of MH Guide CAS;
 - 17.2.2 definitive loss of the required professional qualifications (in the sense of Clause 3.4 of these GTC) of all Users;
 - 17.2.3 violation of the obligation to ensure the qualified Application of the MH Guide CAS;
 - 17.2.4 violation of the provisions for maintaining confidentiality and data protection;
- 17.3 The right to extraordinary termination of the Agreement and the right of MH to restrict access remain unaffected.

18 PROCEDURE FOR TERMINATION OF THE AGREEMENT

- 18.1 Upon termination of the Agreement, the right of use granted in this Agreement, in particular in Clause 6 of this Agreement, shall expire without further ado. In the event of an extraordinary termination, the cancellation of the right of use already occurs upon the announcement of the termination. Termination or expiry of the Agreement shall have no effect on orders already placed with MH.
- 18.2 In the event of a temporary restriction, unless otherwise agreed in writing in individual cases, the granting of the right of use shall be suspended with immediate effect for the duration of the restriction.

- 18.3 In the event of termination of the Agreement, neither the Customer nor, if applicable, the User shall have a right to the surrender of data or their deletion, unless they assert a justified claim to (i) surrender of data to the subject or (ii) data erasure according to applicable law.
- 18.4 In the event of termination of the Agreement, MH has the right, unless a different agreement is made between the Parties, to store the data provided by the Customer within the framework of this Agreement for a maximum of ten years in compliance with any deviating provisions of the relevant data protection laws, and to delete it at its own discretion after expiry of the deadline in compliance with the legal requirements.

19 FINAL PROVISIONS

- 19.1 All annexes and attachments named in these GTC are an integral part of the Agreement and apply in the version valid at the time of conclusion of the Agreement in the following order:

• Annex A (<i>Product Documentation MH Guide CAS</i>)
• Annex B (<i>Business Associate Agreement</i>)
• Annex C (<i>Data Processing Agreement</i>)
• GTC

- 19.2 Amendments or supplements to the GTC must be made in writing, unless a stricter form is prescribed by law, as well as the explicit reference to the respective regulation in the GTC. This also applies to a waiver of this written form requirement.
- 19.3 The exclusive place of jurisdiction for all legal disputes arising from or in connection with the use of MH Guide CAS is Heidelberg, Germany.
- 19.4 The GTC and all rights and obligations established by it are subject to the laws of the Federal Republic of Germany without regard to (i) its conflict of law provisions, or (ii) the UN Convention on Contracts for the International Sale of Goods.
- 19.5 Should a provision of the GTC be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected.

Rather, the Parties already now undertake to agree to replace the invalid or unenforceable provision with a provision that comes closest to what the Parties intended economically in accordance with the meaning and purpose of the invalid or unenforceable provision within the scope of the legal possibilities. The same applies to any gap.

Annexes:

Annex A: Product Documentation MH Guide CAS

The Product Documentation of MH Guide CAS includes the following documents at the time of validity of these GTC:

1. **MH Guide CAS Manual** in its current version in English, available at: https://analysis.mh.guide/assets/manual/MHGuide_CAS_Manual.pdf
2. **MH Guide CAS Product Description** in its current version in English, available at: <https://molecularhealth.com/mh-guide-cas-product-description/>

Annex B: Business Associate Agreement

available at: <https://molecularhealth.com/mh-guide-cas-business-associate->

MH GUIDE CAS

[agreement/](#)

Annex C: Data Processing Agreement

available at:

<https://molecularhealth.com/mh-guide-cas-data-processing-agreement/>

As of: June 07, 2024