

End User License Agreement (EULA)

1) General clauses

- i) This End User License Agreement (EULA) is a legally binding contract between You (either an individual person or a single legal entity, who will be referred to in this EULA as "You") and geneXplain GmbH having its legal office: Am Exer 10b, 38302 Wolfenbüttel, Germany, the exclusive distributor of the software package geneXplain platform, fully owned by geneXplain GmbH (further on called "geneXplain").
- ii) The geneXplain platform is further on referred to as "Software".
- iii) By accepting this agreement, You certify that You accept this EULA in full. If You do not accept this EULA, You are not entitled to use the Software in any way.
- iv) The Software is protected by intellectual property laws and treaties. The Software is licensed, not sold.
- v) The Software is for research purposes only.
- vi) You may not sell, license or distribute copies of the Software or any of its parts on a stand-alone basis or as part of any collection, product or service of any kind.
- vii) You may not use or distribute any of the Software Elements that include representations of logos, initials, emblems, trademarks, or entities for any commercial purposes or to express or imply any endorsement or association with any product, service, entity, or activity.
- viii) You may not create derivative work based on the Software or any portion thereof.
- ix) Without prejudice to any other rights, geneXplain may terminate this EULA if You fail to comply with the terms and conditions of this EULA.

2) Contractual Subject Matters

- i) GeneXplain hereby grants to You the non-transferable, non-exclusive right to use Software for research purposes for the non-restricted time.
- ii) You shall not be authorized to transfer contractual subject matter rights to third parties or to grant them corresponding utilization rights.

3) Delivery and Contract Term

- i) You shall receive the Software and related releases by means of online access.
- ii) Either party has the right to terminate the contract with cause without notice. GeneXplain can terminate the contract with cause particularly in the event that You infringe on one or more of the obligations stipulated in the current EULA.

4) Cancellation

- i) No cancellation of license acquisition is possible after finalization and online submission of the Software free account registration form. Your free account Software license will be activated immediately after the registration form was submitted. The license can't be cancelled by any means except for the contract termination stipulated by the current EULA.

5) Data handling policy

- i) You may not upload or store in the Software personal data of any individuals. You are fully responsible for depersonalization of any personal or (bio)medical data that You upload, analyze, or store inside the Software.
- ii) The free account in the Software includes 15 MB complementary disk space that you can use for working in the product.
- iii) If you exceed the 15 MB limit of the disk quota provided within the free account of the Software, a notification email will be sent to the email address that you have provided upon registration in the Software. If you will not take proper action (either delete the data to meet the 15 MB restriction or purchase a license from geneXplain by following the instructions in the sent email or by sending a respective request to inquiries@genexplain.com) all your data stored in the Software, either uploaded to the product or computed inside it, will be first transmitted into a "read or delete" access type and then permanently deleted

within 30 calendar days starting from the date of the 15 MB restriction excess, without a possibility to restore it. No claims concerning the non-receipt of the notification emails will be accepted regardless of the reason of email delivery failure (incorrect email address provided during the registration process / email went to the spam folder / any other reason). It is Your personal responsibility to control the amount of disk space occupied by Your data inside the Software and to take care of timely data deletion or license purchasing from geneXplain in order to enhance the allowed disk quota limit for Your account inside the Software.

6) Protection of Software

- i) You shall be obliged not to give third parties access to Software without the explicit consent of geneXplain. Furthermore, You shall take precautionary measures in order to prevent third parties from taking possession of Software or its parts as well as to prevent third parties from using Software completely or partially. The term "third party" includes in particular any other end user or company or other kind of organization cooperating with You. The restrictions of this paragraph do not refer to third parties that have an own valid EULA. However, it is the responsibility and obligation of You to verify that such parties are duly licensed.

7) Publications

- i) You shall be authorized to publish excerpts from the Software for scientific purposes within the usual range. For this purpose only, a permanent storage of the excerpts to be published shall be permitted. However, concerning the excerpts from the Software, You shall be obliged to refer to Software within the scientific publications.
- ii) Otherwise, the results including their visualizations can be freely used for publications, but You shall be obliged to refer to Software when doing so.

8) Fees and invoicing

- i) The free account of the Software is provided to You on the basis of the current agreement without any fees or invoices. However, if You decide to purchase a full license for the Software, a new EULA shall be signed for the respective license type and a corresponding invoice will be issued to You by geneXplain.

9) Warranty

- i) Software shall be updated to the best of geneXplain's knowledge and belief. However, geneXplain shall not give a warranty as to the characteristics or to the content of the Software. Moreover, any warranty concerning the completeness, up-to-dateness, correctness and usability of the Software and its information shall be excluded.
- ii) GeneXplain shall also not give a warranty to the user structure of the Software complying with Your requirements.

10) Restriction of liability

- i) The liability of the contractual parties shall be restricted to damage caused intentionally or by gross negligence.
- ii) Unless any misconduct on the part of the managing director or some other chief executives caused intentionally or by gross negligence does occur, the warranty on the part of geneXplain shall be restricted as follows:
- iii) Irrespective of the legal grounds, geneXplain shall be liable only for damages that occur as a result of a negligent violation of one of the essential contractual obligations and thus endangering the aim of the contractual purpose. This liability shall be limited to damages typical of the contract, the emergence whereof each contractual party shall be aware upon concluding the contract.
- iv) GeneXplain shall not be liable for a lack of economic success, loss of profits, indirect damages, consequential harm caused by defects, and claims raised by third parties.

11) **Final Clauses**

- i) This contract shall be subject to the laws of the Federal Republic of Germany. If permissible, the parties agree on the city of Braunschweig serving as the concurrent place of jurisdiction. The place of performance shall be the city of Braunschweig.
- ii) In the event that a provision of this contract shall become completely or partially ineffective or impracticable, the effectiveness of the other provisions shall remain unaffected. The contractual parties shall be obligated to replace the ineffective or impracticable provision by such a provision that shall aim for the economic results formerly agreed upon within the ineffective or impracticable provision. The same shall be applicable to the bridging of any contractual gaps which may occur.