

CONGENICA EMEA MASTER TERMS AND CONDITIONS

1. TERM

1.1 This agreement shall commence on the Effective Date and shall continue for the Initial Term (6 months).

1.2 Thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a *Renewal Period*), unless:

1.2.1 either party terminates in writing, at least 3 months' before the end of the Term, in which case this agreement shall terminate upon the expiry of such Term; or

1.2.2 the agreement is otherwise terminated in accordance with the provisions herein.

2. GRANT OF LICENSE

2.1 Subject to Customer's compliance with this agreement and full payment of the Fees, Congenica grants to Customer a non-exclusive, non-transferable, royalty-free right to use of the Software by it and its Authorised Users for the duration of the Term in accordance with the terms of this License.

2.2 The permitted scope of use of the License is strictly limited to the use of the Software in object code form in order to process the Customer's data for the normal business purposes of the Customer (which shall not include allowing the use of the Software by, or for the benefit of, any person other than the Customer, their patients and/or research subjects).

2.3 Use of the Software and access to Congenica Materials is restricted to the Customer (including its Authorised Users) and Customer shall not sub-license, assign or novate this License in whole or part. Log in details are non-transferable between Authorised Users and the Customer shall ensure that each Authorised User does not share its right to access the Software with any third party, or make available, directly or indirectly, by any technical means, the Software and/or any Congenica Materials.

2.4 The Software will operate on Congenica's servers and the Customer (through its Authorised Users) shall access and use the Software through the internet.

3. PROVISION OF CUSTOMER SUPPORT SERVICES

3.1 Congenica shall make available and maintain the Software subject to all reasonable interruptions, including for general maintenance, updates and fixes, each of which will be pre-notified to the Customer so far as reasonably possible.

3.2 Congenica shall provide certain Support Services to the Customer and its Authorised Users during Normal Business Hours in accordance with Congenica's Support Services Policy then in effect. Should the standard Support Services be insufficient for the

Customer or should it require enhanced or professional services, these shall be agreed separately at Congenica's then current professional rates.

3.3 Online training shall be available each time a major upgrade of the software is released. It is the Customer's responsibility to ensure that all Authorised Users and prospective Authorised Users attend training session(s).

3.4 Congenica warrants that the Software conforms with the Software Specification in all material respects provided that the Customer uses the Software in compliance with this agreement and in accordance with Congenica's reasonable instructions. Congenica will repair or replace the Software if the Customer notifies Congenica of any failure to so conform provided that:

3.4.1 the Customer co-operates fully with Congenica in diagnosing and resolving any defect;

3.4.2 the Customer has complied with its obligations under this agreement; and

3.4.3 no alterations, modifications or other changes have been made to the Software by any party other than Congenica or its duly authorised contractors,

such repair or replacement of the Software constitutes the Customer's sole and exclusive remedy for any non-conformance in accordance with this clause.

3.5 Notwithstanding clause 3.4 above, the Customer acknowledges and agrees that the Software will evolve over time and that functionality may be added from time to time, and Congenica does not warrant that the Customer's use of the Software will be uninterrupted or error-free; or that the Software, the Congenica Materials, the documentation and/or the information obtained by the Customer through the Software will meet the Customer's requirements.

3.6 Congenica is not responsible for any delays, delivery failures, or any other loss or damage resulting for reasons beyond its control, including relating to the transfer of data over communications networks and facilities, the internet and connectivity, and the Customer acknowledges that the Software, the Congenica Materials and the documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

3.7 In accordance with the Support Services Policy and the Congenica user guide, the Support Services shall include:

3.7.1 training resources;

3.7.2 standard upgrades to newer versions of the Software, released in regular release cycles (for the avoidance of doubt, this will not include access to new modules unless otherwise agreed in writing);

3.7.3 remote assistance to identify issues, and, where reasonably possible, problem resolution with regard to the Software;

3.7.4 updates, bug fixes, and improvements to the Software and/or documentation as and when reasonably required in Congenica's absolute discretion or generally released to Congenica's licensees.

3.8 Congenica shall have no obligation to provide Support Services and accepts no liability where faults arise from:

3.8.1 the adaptation, modification or alteration in any way of any part of the Software or the merger or combination of any part of the Software with any other computer software or equipment not supplied by Congenica or otherwise designated in writing by Congenica or as expressly permitted by this agreement;

3.8.2 misuse, operator error, incorrect use of or damage to the Software from whatever cause (other than any act or omission by Congenica), including failure or fluctuation of electrical power;

3.8.3 any breach of the Customer's obligations under this agreement howsoever arising;

3.8.4 having the Software maintained by a third party;

3.8.5 any failure by Customer or its Authorised Users to comply with any reasonable advice or instructions given by Congenica with regard to the use of the Software;

3.8.6 any failure by Customer or its Authorised Users to be trained on the use of the Software;

3.8.7 any corruption of the Software or Data caused by the failure of third party software or equipment or Customer's equipment.

4. PROVISION OF CLINICAL INTERPRETATION SERVICES

4.1 Where the Customer engages Congenica to provide the Clinical Interpretation Services as set out in the Quote and/or the Clinical Interpretation Services Specification, Congenica shall:

4.1.1 perform the Clinical Interpretation Services with reasonable care and skill and in accordance with Good Industry Practice;

4.1.2 ensure the individuals performing the Clinical Interpretation Services are suitably skilled and experienced;

4.1.3 comply with industry standard best laboratory practices; and

4.1.4 use reasonable endeavours to meet its estimated turnaround times.

4.2 Where the Customer requires additional Clinical Interpretation Services, it shall draft a statement of work based on the Clinical Interpretation Services Specification setting out its

service and/or interpretation request for each project for which the Customer requires such additional Clinical Interpretation Services. The Customer shall submit any such statement of work to Congenica for approval and pricing on good notice. Once agreed between the parties and signed, each statement of work shall be valid and deemed to form part of this agreement.

5. STORAGE AND BACKUP OF CUSTOMER DATA

5.1 The Customer shall keep independent, master copies of Input Data and shall be solely responsible for the storage and back up of such copies.

5.2 Customer acknowledges that the Customer Data will be stored and processed on Congenica's servers. Congenica's server for European customers is located in the Republic of Ireland.

5.3 The price per sample fees set out in the Quote shall include the storage price for each sample (including any related Customer Data) for the 12 month period in which they were processed (each respective 12 month period commencing on the anniversary of the Effective Date). After the expiry of each 12 month period, any remaining Archive Data shall incur an archive storage cost. Such cost shall be at Congenica's standard rates or as otherwise set out in the Quote.

5.4 Congenica reserves the right to delete Archive Data in the event of non-payment of fees.

5.5 Customer Data and/or Archive Data will be made available to the Customer for during the Term of the License upon written request, providing this right is exercised no more than once per annum and is conducted using the standard data report process defined by Congenica. Anything beyond the standard data report options which requires additional customisation may be chargeable.

5.6 The Customer acknowledges that any substantial change to its requirements in respect to Data storage, such as a requirement for Congenica to store different file formats long term, shall trigger additional charges.

5.7 Congenica is audited by the British Assessment Bureau and has been approved for ISO 27001:2013 certification. Full details of such standards are available on request. In addition, Congenica is audited by Underwriters Laboratory (UL) and has been approved for ISO 13485:2016 certification.

6. CUSTOMER OBLIGATIONS

6.1 Customer agrees to provide all such information (including but not limited to set up details of Authorised Users and Input Data) or cooperation as may be reasonably necessary in order for Congenica to perform its obligations under this agreement. In respect of the Clinical Interpretation Services, if applicable under this agreement, the Customer shall provide such specific inputs as detailed in the Clinical Interpretation

Services Schedule. In the event of delays from the Customer, Congenica may adjust any agreed timetable or delivery schedule as reasonably necessary.

6.2 Customer agrees to provide and maintain, at its own expense, such minimal IT and communications infrastructure required for the running of Software as communicated by Congenica from time to time. Congenica does not make any commitments to support or to warrant the performance of the Software in the case where minimum infrastructure is missing.

6.3 Customer acknowledges that updates and upgrades may require the use of new versions of third party software or operating systems. Congenica shall notify the Customer of any such requirements and Customer shall be solely responsible for any costs or expenses incurred by Customer in connection with such upgrade.

6.4 The Customer shall comply with all applicable laws and regulations with respect to its activities under this agreement.

6.5 The Customer shall be responsible for all acts or omissions of the Authorised Users in relation to this agreement and shall indemnify Congenica for any losses arising therefrom.

7. PAYMENT TERMS

7.1 Customer shall pay Congenica the Fees set out in the Quote in accordance with the payment terms defined therein. Unless otherwise stated in the Quote, (i) the Fees shall be paid on the Effective Date; and/or (ii) where Fees are calculated by reference to processed samples, these will be invoiced on a monthly basis.

7.2 In the event that Fees have been calculated on the basis of estimated volumes processed by the Customer and such estimates are exceeded by actual volumes processed by the Customer, Congenica shall bill for such additional volumes no later than 30 days from the end of the relevant month. For the avoidance of doubt, pre-payment for volumes unused shall be non-refundable.

7.3 The Customer shall pay any Fees within 30 days of the date of an invoice.

7.4 Congenica reserves the right to increase its prices unless otherwise agreed in writing. In respect of the Software and Support Services, Congenica shall be entitled to increase its prices after the Initial Term. In respect of the Clinical Interpretation Services, Congenica shall be entitled to increase its prices in respect of each subsequent statement of work agreed between the parties.

7.5 All Fees shall be payable in the pre-agreed currency set out in the Quote, shall be non-cancellable and non-refundable, are exclusive of value added tax (or other applicable sales taxes or duties), which shall be added to Congenica invoices at the appropriate rate. All sums payable under this agreement shall be paid in cleared funds to such bank account or in such other manner as Congenica may specify from time to time without any set-off deduction or withholding.

7.6 All fees or other sums payable under this agreement are exclusive of withholding tax for which Customer shall be additionally liable.

7.7 If the Customer fails to pay any sum due to Congenica under this agreement by the due date for payment, then, without limiting the remedies available to Congenica, Congenica may charge interest on the overdue amount at the rate of 3% per annum above the Barclays Bank plc base rate from time to time in force. Such interest shall accrue on a daily basis and be compounded quarterly, from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7.8 Each year on the anniversary (and subsequent anniversaries) of this agreement, Congenica will increase the price by using the latest announced UK Consumer Price Index (CPI) rate of inflation.

8. CHANGE CONTROL

8.1 Either party may submit a written request for a Change to the other party but no Change will come into effect until a Change Control Note has been signed by the authorised representatives of both parties.

8.2 A Change Control Note must contain sufficient information to enable the parties to assess the Change, including a full description of the Change, the likely time required to implement the Change, details of the effect of the proposed Change on the existing agreement, any additional Fees and any other term of this agreement.

9. DATA PROCESSING

9.1 For the purpose of this clause 9, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.

9.2 The Customer shall not, and shall ensure that Authorised Users shall not, transfer any personal data and/or personally identifiable information whatsoever to Congenica unless otherwise pre-agreed in writing.

9.3 Both parties will comply with all applicable requirements of Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Legislation.

9.4 If Congenica processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the controller and Congenica shall be a processor and in any such case Congenica shall:

9.4.1 process the personal data only to the extent necessary for the purposes of performing its obligations under the agreement and otherwise in accordance with the documented instructions of the Customer and applicable laws;

9.4.2 as soon as reasonably practicable notify the Customer if Congenica believes the Customer's processing instructions are unlawful (unless prevented from doing so by applicable law);

9.4.3 ensure that all persons authorised by it to process the personal data are committed to confidentiality or are under a statutory obligation of confidentiality under applicable law;

9.4.4 have at all times during the term of the agreement appropriate technical and organisational measures to ensure a level of security appropriate to the risk to protect any personal data, with particular regard to its accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access;

9.4.5 delete so far as possible or return all personal data to the Customer, and delete all existing copies unless applicable law requires their retention;

9.4.6 make available to the Customer all information reasonably necessary to demonstrate compliance with the obligations set out in this clause 9, and allow for, on reasonable notice, contribute to compliance audits, including inspections, conducted by the controller or its representative; and

9.4.7 as soon as practically possible after becoming aware of a personal data security breach, notify the Customer.

9.5 Congenica shall be free to engage other processors of personal data, including but not limited to those within the general categories of data storage, hosting and customer support. Customer may contact Congenica to request Congenica's then-current list of other processors. In connection with such engagement Congenica shall ensure any engagement of other processors complies with Data Protection Legislation and remain liable to the Customer for any breach of this clause 9 that is caused by an act, error or omission of Congenica's other processor.

9.6 Congenica shall be free to transfer the personal data it is processing for the Customer between the United Kingdom and the European Economic Area, provided that any such transfer takes place in compliance with Data Protection Legislation.

9.7 Congenica shall assist the Customer (at the Customer's cost) in responding to any request from a data subject, submitting to audits and ensuring compliance with the Customer's obligations under Data Protection Legislation as requested from time to time by the Customer. Should Congenica receive a request from a data subject relating to Congenica's capacity as a data processor, Congenica will not respond to that request without the approval of the Customer.

9.8 Where personal data is processed under this agreement, the Customer shall:

9.8.1 provide clear and comprehensible written instructions to Congenica for the processing of personal data to be carried out under this agreement;

9.8.2 ensure that it has all the necessary licences, permissions and consents (or other lawful basis) from data subjects;

9.8.3 indemnify on demand, defend and hold harmless Congenica against all loss, liability, damages, costs, fees, claims and expenses which Congenica may incur or suffer by reason of any breach of this clause 9 or the Data Protection Legislation by the Customer; and

9.8.4 ensure that all Summary Data is anonymised and shall not constitute personal data.

10. USE OF SOFTWARE

10.1 Except as otherwise agreed in writing, the Customer agrees to only use the Software in the manner and purpose set out in clause 2.2.

10.2 The Software provided by Congenica hereunder and the results of their use are intended to **support** clinical decision making only. The Software complies with the EU In Vitro Diagnostic Directive 98/79/EC and is intended for professional use as an aid in the diagnosis of rare disease as defined in the product Technical Documentation.

10.3 Save as permitted under this agreement, the Customer shall not:

10.3.1 part with possession of, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the Software or any part of it in any way or form;

10.3.2 attempt to copy, duplicate, create derivative works from, frame, mirror or republish the whole or any part of the Software except, as required to exercise its rights under the License;

10.3.3 attempt to adapt modify or alter in any way the whole or any part of the Software, except as required to exercise its rights under the License;

10.3.4 attempt to disassemble, decompile, reverse engineer, convert or otherwise reduce to human-perceivable form, the whole or any part of the software forming part of the Software from object code into source code;

10.3.5 use any of the confidential information of Congenica contained in or derived from the Software or otherwise acquired through this relationship to develop or market any software which is substantially similar in its function or expression to any part of the Software.

10.4 The Customer acknowledges that the Software and Support Services may enable or assist it to access the content of, correspond with, and/or purchase products and services from, third parties and that it does so solely at its own risk. Congenica makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-

party website, or any transactions completed, and any contract entered into by the Customer, with any such third party.

11. AUDIT

11.1 The Customer undertakes that it shall permit Congenica to install an API through which Congenica will download the Customer's data usage relating to the Software on a weekly basis, and may otherwise audit the Customer's use of the Software in order to establish compliance with the terms of this agreement. The Customer shall permit Congenica to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used via the installed API and have access to any records kept in connection with this Agreement, for the purposes of ensuring that the Customer is complying with the terms of this Agreement.

11.2 If any audit conducted on behalf of Congenica reveals non-compliance by the Customer and/or breach of this agreement, then without prejudice to Congenica's other rights, Congenica may exercise its right to terminate under this agreement.

12. CONFIDENTIALITY

12.1 Neither party shall, without the prior written consent of the other party, use, or make any copies, or, unless required by law, disclose to any third party the confidential information of the other party for any purpose whatsoever except for the purposes permitted or envisaged under this agreement and only to the extent necessary for those purposes.

12.2 Each party shall inform its, and its group companies', employees and contractors of their duty of confidentiality and shall take all reasonable steps to ensure that the other party's confidential information to which it has access is not disclosed or distributed by its employees, contractors or agents in violation of the terms of this agreement. The Software, Fees, all correspondence between the parties, login details and all Congenica Materials shall be considered to be the confidential information of Congenica in the hands of the Customer.

12.3 The obligations of confidentiality shall not extend to any part of the confidential information:

12.3.1 which is already known to the recipient prior to its disclosure by the discloser; or

12.3.2 which is lawfully received by the recipient from a third party; or

12.3.3 which is published at the date of such disclosure or subsequently through no fault of the recipient, or its group companies, employees or contractors; or

12.3.4 which is independently developed by the receiving party without recourse to the confidential information and which independent development can be shown by written evidence; or

12.3.5 which is required to be disclosed by law to the extent of such required disclosure.

12.4 The parties are permitted to publicise the fact that they are working together and details of the services provided the other party has agreed in writing beforehand.

12.5 The provisions of this clause 12 shall remain in full force and effect notwithstanding any termination of this agreement.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 In respect of the Software, the Congenica Materials and the Support Services:

13.1.1 the Software and all Intellectual Property Rights in the Software and the Software Improvements are and will remain the property of Congenica and/or its licensors at all times;

13.1.2 except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, any Intellectual Property Rights in respect of the Software, the Congenica Materials or the Support Services.

13.1.3 Congenica warrants that, having made reasonable and careful enquiry, the Software does not infringe a third party's intellectual property rights. If any valid claim of breach of such warranty is brought to Congenica's attention, it may, at its sole option and expense as the Customer's sole remedy: (i) obtain a license from the third party so that the Software does not infringe; or (ii) modify or replace the Software without materially reducing its overall performance so it does not infringe; or (iii) at a reasonable cost and within a reasonable time period, remove the infringing elements of the Software and refund to the Customer that portion of the Fee paid to Congenica attributable to the infringing element of the Software.

13.1.4 Congenica shall at its own expense, defend Customer from and against any and all claims that the Software directly infringes upon or violates any patent, copyright, trademark, trade secret or other proprietary right of any third party and pay any final settlement or amount awarded in any final judgment rendered on any such claim.

13.1.5 If any third party makes a claim, or notifies an intention to make a claim against the Customer, the Customer shall:

13.1.5.1 as soon as reasonably practicable, give written notice of the claim to Congenica, specifying the nature of the alleged claim in reasonable detail;

13.1.5.2 not make any admission of liability, arrangement, or compromise in relation to the claim without the prior written consent of Congenica (such consent not to be unreasonably withheld or delayed);

13.1.5.3 permit Congenica to deal with any claim and give Congenica, at Congenica's expense, all reasonable assistance in relation to defending any such claim.

13.2 In respect of the Clinical Interpretation Services, if applicable:

13.2.1 nothing in this agreement shall be construed as conveying or transferring any ownership or proprietary interest in any Intellectual Property Rights of either party that exist at the date of this agreement or, in relation to the Clinical Interpretation Services Specification or any subsequent statement of work under this agreement, that exist at the date of agreement between the parties of such specification or statement of work ("Background IP"). Each party hereby grants to the other a non-exclusive, royalty and payment free licence to use its Background IP for the sole purpose, and strictly to the extent necessary to enable the other party to perform the Clinical Interpretation Services under this agreement.

13.2.2 upon good and proper payment of the Fees in respect of the Clinical Interpretation Services, Congenica shall grant to Customer a non-exclusive, non-sublicensable, licence to use, copy and distribute the relevant Report(s) in accordance with the Customer's policies and procedures.

14. OWNERSHIP OF DATA AND CLINICAL DISCOVERIES

14.1 The parties acknowledge and accept that any intellectual property rights (including any database rights) in the Customer Data and in any Clinical Discovery belong to Customer.

14.2 Customer hereby grants to Congenica an irrevocable, worldwide, perpetual, non-exclusive, royalty-free and fully paid-up right to use, aggregate and sub-license:

14.2.1 the Individual Data strictly for the Individual Data Purpose; and

14.2.2 the Summary Data strictly for the Summary Data Purpose.

14.3 Although Summary Data contains no personal data and/or individual identifiers, Congenica and Customer recognise that in its entirety it may contain sufficient information to infer that a specific individual's data contributed to the Summary Data. Congenica will therefore not reveal genome-wide Summary Data to third parties, but will use it only to provide services that entail revealing limited portions of the Summary Data. Such services will be subject to a contractual provision that they are not used to identify individuals whose data may have contributed to the Summary Data.

14.4 Congenica will provide mechanisms, resources and infrastructure in order for the Customer to maintain internalisation of all Input Data provided by the Customer. This will consist of the Software allowing for the export of Individual Data back to the Customer in a standard industry format.

14.5 If the Customer wishes to share its own data outside of the Software, Congenica may act as a facilitator for this. The Customer's Individual Data and Summary Data will not be shared outside of the Software without the Customer's explicit request to do so.

14.6 Congenica will not reveal licensee identifiers or Individual Data for any sample to third parties without explicit prior permission from Customer unless legally required to do so, in

which case Congenica will notify Customer in advance of any such disclosure so far as legally permissible.

14.7 In accordance with Data Protection Legislation Congenica will remove Individual Data from its system if requested to do so due to patient or data subject withdrawal of consent. This would preclude any further reinterpretation of that patient's data.

15. INDEMNITY

15.1 In respect of the Software:

15.1.1 Customer acknowledges and agrees that it shall defend, indemnify and hold Congenica harmless from and against any and all claims, losses, damages, costs and expenses whatsoever incurred or suffered by Congenica as a result of any adverse outcome suffered by Customer, its patients or its data/research subjects, arising from the use of the Software.

15.1.2 The Customer assumes sole responsibility for results obtained from its use of the Software, and for conclusions drawn from such use. Congenica shall have no liability for any damage, loss, death, accident, misdiagnosis, improper treatment plans, injury caused by errors or omissions in any information, instructions or scripts provided to Congenica by the Customer in connection with the use of the Software and/or the Support Services, or any actions taken by Congenica at the Customer's direction.

15.2 In respect of the Clinical Interpretation Services, if applicable, Congenica shall accept no responsibility for any error or defect in a test or the Clinical Interpretation Materials arising from any inaccuracies in or omissions from the information supplied by Customer nor for any consequences of such errors or defects, and Customer shall indemnify Congenica and its respective directors, officers, employees and agents, in respect of all liabilities, costs, claims, loss, damage, demands, action and expenses whatsoever incurred or suffered by Congenica as a result of any such errors or defects or consequences of such errors or defects.

16. LIMITATION OF LIABILITY

16.1 Nothing in this agreement excludes the liability of either party for death or personal injury caused by that party's negligence or for fraud or fraudulent misrepresentation.

16.2 Congenica shall not at any time be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, or loss of use or loss of or corruption of data or information, or pure economic loss or for any special, indirect or consequential loss, costs, charges, expenses or damages (including loss or damage to Customer's (or any other person's) data or computer programs) arising out of, or in connection with, the Software, Congenica's provision of the Clinical Interpretation Services or this agreement.

16.3 Subject to clauses 16.1 and 16.2, Congenica's total aggregate liability in contract, tort (including for negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Software, any Support Services, any Clinical Interpretation Services or the performance or contemplated performance of this agreement shall be limited to GBP 100,000 (one hundred thousand pounds).

16.4 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement.

16.5 The Software, the Support Services, the Congenica Materials, the Clinical Interpretation Services and the Clinical Interpretation Materials are provided to the Customer on an "as is" basis.

17. TERMINATION

17.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

17.1.1 the other party commits a material breach of any other term of this agreement and (in the case of a breach which is not persistent and can be remedied) have failed, within 30 days after receipt of a request in writing to do so, to remedy the breach; or

17.2 it has a receiver or administrative receiver appointed over it or over any part of its business or assets or pass a resolution for winding up (except for the purposes of a genuine scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect, or becomes subject to an administration order or enter into any voluntary arrangement with its creditors, or it ceases or threatens to cease to carry on business.

18. CONSEQUENCES OF TERMINATION

18.1 If this agreement ends:

18.1.1 all rights granted to the Customer under this Agreement shall cease;

18.1.2 Customer shall immediately cease all activities authorised by this Agreement, including use of the Software and the Support Services;

18.1.3 Congenica may destroy or otherwise dispose of any of the Customer Data in its possession unless Congenica receives a written request for the delivery to the Customer of the then most recent back-up of the Customer Data and/or Archive Data, no later than 5 Business Days after termination or expiry. Congenica shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Congenica in returning or disposing of Data; and

18.1.4 it will not affect any already existing rights or liabilities of either party, nor will it affect the coming into force or continuance in force of any provision of this agreement which is expressly, or by implication, intended to come into or continue in force on or after ending this agreement.

19. GENERAL

19.1 Notices: All notices to be given under this agreement must be in writing and sent to the address of the recipient set out in this agreement. Any notice may be delivered by hand personally or sent by first class prepaid letter (within the UK) or airmail (if overseas) and will be treated as served: if by hand, when delivered; if by first class post, 48 hours after posting; if by airmail, 6 Business Days after posting. A notice given under this agreement is not valid if sent by email.

19.2 Independent Contractors: Each party to this agreement is an independent contractor and nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties (including in relation to any Authorised User), constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party, or relationship other than vendor and purchaser under contract.

19.3 Assignment: The Customer may not assign, transfer, mortgage, charge, delegate, declare a trust over, sub-license, sub-contract or deal in any other manner with any of its rights or obligations under this agreement without the prior written consent of Congenica, such consent not to be unreasonably withheld, conditioned or delayed.

19.4 Force Majeure: Notwithstanding anything else contained in this agreement, neither party will be liable for any delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control (including, without limitation, any delay or failure caused by an act or omission of the other party, strikes, lock-outs or other industrial disputes, act of God, epidemic or pandemic, war, riot, civil commotion, compliance with any law or regulation, fire, flood or storm) and the party affected will be entitled to a reasonable extension of time for the performance of its obligations.

19.5 Waiver: No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

19.6 Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all prior agreements, arrangements and understandings between them, whether written or oral, relating to the Support Services or the License. Customer agrees that it has not relied on any prior representations in entering into this agreement and agrees that it shall have no remedies in respect of any statement,

representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

19.7 Variation: No change to this agreement is effective unless it is in writing and signed by both parties.

19.8 Third Party Rights: This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

19.9 Anti-Bribery: Each Party shall procure that persons associated with it or other persons who are performing or receiving any licence, service or other benefit in connection with this agreement shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010 and the Foreign Corrupt Practices Act.

19.10 Survival: In the event of expiry or termination of this agreement for any reason the following clauses shall survive, clauses 11 (Confidentiality), 13 (Ownership of Data and Clinical Discoveries) 14 (Indemnity), 15 (Limitation of Liability) and 17 (Consequences of Termination).

19.11 Governing Law: This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law.

19.12 Jurisdiction: Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

20. DEFINITIONS

In these terms and conditions, the following defined terms shall apply:

Agreement or agreement means the Quote, these terms and conditions and if relevant, the Clinical Interpretation Services Specification and any additional statements of work relating to the same as agreed between the parties;

Authorised Users means those employees and contractors of the Customer who are authorised by the Customer to use the Software on its behalf and registered and set up with Congenica from time to time;

Archive Data means the historic samples, cases or associated documentation;

Business Days means a day other than a Saturday, Sunday or public holiday in England when banks in London, England are open for business;

Change means an amendment to the scope, nature, volume or execution of the Software, Support Services or, if applicable, the Clinical Interpretation Services under this agreement;

Change Control Note means the written record of any Change agreed by both parties, including an Quote;

Clinical Discovery means, any discovery, invention, improvement, idea, secret, design, modification, process, formula, model, prototype, sketch, drawing, plan or other work or material or technical information of any nature including all and any related know how made, discovered, created or developed by the Customer arising from or in connection with the Data, except for any Software Improvements;

Clinical Interpretation Materials means Reports and any other materials - in written or other form - produced by Congenica as part of the performance of the Clinical Interpretation Services;

Clinical Interpretation Services means those clinical interpretation services as described in the Clinical Interpretation Services Specification;

Clinical Interpretation Services Specification means the specification for the Clinical Interpretation Services as agreed between the parties, detailing the type of clinical interpretation work to be undertaken by Congenica, any obligations on or inputs to be provided by the Customer and any other relevant details;

Congenica Materials means the Congenica User Guide, Support Services materials and any other material provided to the Customer by Congenica or its agents or representatives from time to time, except for the Clinical Interpretation Materials;

Customer means the party named on the Quote;

Customer Data means all data shared with Congenica by the Customer, including Input Data, and any information resulting from the use of the Software (including Input Data, interpreted case, reports and relevant attachments);

Data Protection Legislation means the European Union's General Data Protection Regulation (2016/679) (the "**GDPR**"), the UK GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426), the Data Protection Act 2018 and all applicable laws and regulations relating to the processing of personal data and privacy as amended, re-enacted, replaced or superseded from time to time, including where applicable the mandatory guidance and codes of practice issued by the United Kingdom's Information Commissioner;

Effective Date means the date on which both parties have signed the Quote;

Fees means the fees payable by the Customer to Congenica, as set out in the Quote;

Good Industry Practice means the recognised standards for the provision of clinical analysis, interpretation and reporting and similar services;

Individual Data means data restricted to data of the following type(s) which shall be subject to Pseudonymization:

- Unique identifier provided by Customer;
- Raw genome data, such as aligned sequences (typically in BAM format, FASTQ format or equivalent) or microarray data;
- Individual genotype data (typically in VCF format or equivalent);
- Phenotype data, including summary phenotypes, diagnostic history, clinical observations, pathology data, laboratory test results, clinical investigation results (e.g. MRI, x-ray), medication data (including dose, response, adverse events etc.);
- Relevant patient data, including gender, family history of the patient, relevant family phenotype data and pedigree information;
- Patient-specific pathogenicity assignment of genetic variants, including supporting evidence such as relevant publications, curated variant sets, and any corroborating data;
- History of analysis of the patient's data using the Software, including automated and expert manual actions;
- Any other type that may be agreed between the parties in writing from time to time.

Individual Data Purpose means:

- To enable the functionality of the Software, including but not limited to:
 - o Combining the Individual Data provided by Customer with Congenica's Knowledgebase to create additional Individual Data available to Customer, including updating Individual Data via re-interpretation using improved methods and Knowledge Base;
 - o Sharing results with other named parties if requested by the Customer;
 - o Enabling Congenica to propose contacts between Customer and third parties with similar patients identified by specific agreed genotype/phenotype matching criteria. Each case will be "double-blind" so that both Customer and the other party would need to accept on a case-by-case basis;
- To extract unlinked data (i.e. without individual identifier) to add to Summary Data in Congenica's Knowledge Base;
- Any other purpose that may be agreed between the parties in writing from time to time.

Initial Term means the period set out in the Quote;

Input Data means any data uploaded to the Platform by the Customer (including by Authorised Users) or sent to Congenica for the purpose of using the Software including, but not limited to: VCF files, phenotype data, diagnostic and any pseudonymized patient supporting information;

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Knowledgebase means all information, data and other commercially valuable information that Congenica holds for its benefit in the creation of the Software and/or the Platform;

License means the license granted by Congenica to the Customer set out in clause 2 of this agreement;

Normal Business Hours means 09.00 to 17.00 (GMT/BST), Mondays to Fridays other than public holidays in England;

Platform means the Congenica(R) software platform;

Pseudonymization means the process of abstracting data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the personal data are not attributed to an identified or identifiable natural person but rather is identified by a unique identifier provided by the Customer;

Quote means the quote generated by Congenica setting out the goods, service, fee(s) and any other relevant details, and signed by both parties;

Reports means the written report(s) generated by Congenica and delivered to Customer as part of the Clinical Interpretation Services. Reports shall be for research use only and are not intended to be used for diagnostic purposes. For the avoidance of doubt, the confirmation of Report findings shall be performed by Customer;

Software means Congenica's secondary bioinformatics pipeline and/or tertiary Congenica(R) software platform, as described in the Software Specification, including any new version or maintenance release thereof during the period of the agreement and certain Third-Party Software;

Software Specification means the software specification as defined in the Congenica user guide;

Software Improvements means all modifications, upgrades and/or enhancements to the Software, including where arising from input, feedback or recommendations of the Customer;

Summary Data means the data produced by the Software and derived by Customer or Congenica from use of the Software, from or in connection with the Input Data. For the purpose of the Summary Data Purpose, it shall be restricted to Data of the following types:

- Combinations of genotype data, phenotype data and inheritance model, or such combinations across gene pairs corresponding to disease genes with known or suspected modifiers;
- Cumulative counts of pathogenicity assignments of variants, based on automated and expert review;
- Cumulative counts of relevant evidence supporting pathogenicity assignments;
- Cumulative variant call quality metrics;
- Cumulative counts of genotypes per variant per customer;
- Any other type that may be agreed between the parties in writing from time to time.

Summary Data Purpose means use (i) as part of the knowledge base which the Software uses to make its analyses and produce its results, for all Congenica customers; (ii) in order to undertake and facilitate research (including research undertaken by third parties using the Software); and/or (iii) any other purpose that may be agreed between the parties in writing from time to time.

Support Services means Congenica's standard customer support services (including training, support and maintenance services) as further detailed in clause 3 and the Congenica User Guide;

Third-Party Software means the software of any third parties, including open source software, which is incorporated within the Software;

Term means the Initial Term or a current Renewal Period (as defined in clause 1.2), as the case may be; and

UK GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.