

General Terms and Conditions for the Access and Use of the CentoMD[®] and CentoMDx[™] ("GTC")

1. GENERAL/DESCRIPTION OF THE CENTOMD[®] AND CentoMDx[™] WEBSITE DATABASE AND REPORT DEVICE

- 1.1 CENTOGENE AG, Am Strande 7, 18055 Rostock, Germany (hereinafter referred to as "**CENTOGENE**") offers the CentoMD[®] and CentoMDx[™] Website (hereinafter referred to as the "**Website**") providing access to the CentoMD[®] Database (hereinafter referred to as the "**Database**"), the CentoMD[®] Annotation Tool ("**Annotation Tool**") and the CentoMDx[™] comparison and automated report device (the "**Report Device**").
- The web-based interface of the Database, the Annotation Tool and the Report Device and in each case the underlying CentoMD[®] software (hereinafter referred to as the "**Software**") enable Authorized Users (as defined below) of institutions, laboratories, pharmaceutical companies and other enterprises (such collectively referred to as "**Clients**") involved in the clinical interpretation of tests on genetic defects, to search the Database for test results on genetic variants (the "**Variants**") and respective clinical annotation stored in the Database (i.e. by gene and transcript) (hereinafter the "**Test Results**").
 - The Annotation Tool allows users to upload their own vcf-file for each respective sample and to get an automatized, non-reviewed result sheet on the mutations and their respective annotations found in the data of the vcf-file. Such result sheet is based on data available in the Database, but may – depending of the availability in each case – also include information and annotations from other sources. In contrast to the Automated Reports below, the results of the Annotation Tool only include a list of the identified mutations and available annotations but do not include a full scale diagnostic report on a certain sample.
 - In case of CentoMDx[™] Clients will receive automated reports on certain Variants based on a comparison of the Users' uploaded vcf-file with Variants in the Database ("**Automated Reports**"). In CentoMD[®] search results can be viewed directly using the interactive interface or can be exported into Excel-files with variants and anonymized individual-related information (hereinafter referred to as "**Genetic Summary(/ies)**").
- 1.2 In more detail: *CentoMD[®] is a browser based software that provides a genetic summary correlating information from a comprehensive and unique repository of genetic, biochemical (where available) and clinical information from consented-curated patient data sets and probands of different geographical backgrounds. It also shows information generally available on certain mutations within the Database but as of yet uncurated. It shall be available to medically-trained professionals for the evaluation of the genetic variants that have been identified in their own patients and may in some cases support research under the respective license agreement. This enhances the validity of the genetic analytical workflow and providing the health care professional with a result interpretation and variant assertion recommendation in evaluating treatment options for patients with rare hereditary diseases. The software in general will not allow independent review of data generated by the health care professional, but allows in its Annotation Tool for an upload of standardized vcf-files and will provide an automatized result sheet on the mutations and their respective annotations found in the data of the vcf-file. The software is designed to support a reliable recommendation of clinical diagnosis. CentoMDx[™] is a device that compares the genetic information after sequencing from the uploaded file with the dataset gathered from genetic tests conducted at CENTOGENE AG and, consequently, provides the diagnostic report with detailed information about the detected genetic findings. Only pathogenic and likely pathogenic variants belonging to a defined set of genes will generate a clinical diagnostic report in the CentoMDx[™] Report Device.*
- 1.3 In addition to individual agreements (the "Agreement") between CENTOGENE AG and the Client, these GTC apply for each access to and use of the Website, Database, Software, Report Device and Genetic Summaries.
- 1.4 *General terms and conditions of the Clients shall not apply, even if CENTOGENE does not expressly object to them.* Any oral side agreements and representations of employees or representatives of CENTOGENE require written confirmation to be valid.

2. ACCESS TO DATABASE, SOFTWARE AND REPORT TOOL: REGISTRATION OF AUTHORIZED USERS/ ACCESS AND USE OBLIGATIONS

- 2.1 Access to the Database, Software, Annotation Tool and Report Device will only be granted for professionally trained medical personnel with the appropriate qualifications and credentials (MD, PhD and or MSC, CGC, CCGC (certified genetic counselor)). CENTOGENE reserves the right to request sufficient proof of the respective person's credentials. Furthermore, access to the Database, Software, Annotation Tool and Report Device will only be granted subject to and under the following conditions:
- a) The Client has to identify in writing the personal data of one individual User to CENTOGENE, who is then invited by email for further registration on the Website, will then be registered and is granted access rights by CENTOGENE enabling such User to use the Software and also register additional Users for the same Client (such User hereinafter referred to as the "**MasterUser**"). All Users duly registered with CENTOGENE are hereinafter collectively referred to as the "**Authorized Users**".
 - b) The Client undertakes to inform CENTOGENE in writing or by email without undue delay if and when an Authorized User, at the Client's discretion, shall lose his/her respective status. For security reasons, access may also be blocked if and when an Authorized User has not accessed the Database for four (4) weeks and, in this case, will only be reopened upon the Client's written or emailed reconfirmation of such Authorized User.
 - d) Authorized Users must be appropriately qualified to use the Database and Software. Before his/her first access to the Database, every Authorized User will be required to confirm (opt-in process) that he/she (i) has the necessary medical qualifications and credentials, and (ii) accepts these General Terms and Conditions and the **Privacy Statement**. Unless an Authorized User has provided the aforementioned confirmations, no access to the Database and Software will be granted.
 - e) Authorized Users will require a log-in password chosen by the Authorized User which must be compliant with CENTOGENE's Password Policy. Log-in credentials may not be shared by the Authorized User with any third party (including but not limited to other employees and/or staff members of the Client, even if such employees and/or staff members are also Authorized Users of the Database, Annotation Tool, Report Device and Software). If an Authorized User loses his/her password and/or detects any unauthorized access to the Database, he/she shall immediately (i) reset the password in the application and (ii) contact CENTOGENE in this regard.
- 2.2 The Client acknowledges that, due to the specific nature of the Database, it is of utmost importance to treat all data stored in the Database (hereinafter referred to as the "**Data**") including but not limited to the Test Results, strictly confidential. The Client ensures that all Authorized Users who will work on/with the Database, Report Device and the Software shall access and use the Database, Annotation Tool, Report Device and Software only in strict compliance with the following obligations:
- a) Any Data, knowledge or other information that Authorized Users become or have become aware of as a result of their work on/with the Database, Annotation Tool, Report Device and Software (hereinafter the "**Confidential Information**") is treated as strictly confidential. Authorized Users will hold in strictest confidence and may not disclose Confidential Information to any third party (including but not limited to other employees and/or staff members of the Client, unless such are also Authorized Users).
 - b) Authorized Users may not make any copies of the Database, Annotation Tool, Report Device and/or Software and/or parts thereof.
 - d) Authorized Users shall not store any Confidential Information outside the Database, and shall not make any copies (including but not limited to screenshots) of the Confidential Information, unless such copies and/or storage are covered by the license granted to the Client in Sec. 6 of these GTC.
- 2.3 The Client shall report any unauthorized access to the Database, and/or unauthorized disclosure of Confidential Information to CENTOGENE via the communication channel defined in Sec. 7 immediately upon the detection of such unauthorized access and/or unauthorized disclosure.

3. MONITORING OF DATABASE, ANNOTATION TOOL, REPORT DEVICE AND SOFTWARE ACCESS AND USE

CENTOGENE is monitoring Authorized Users' access to and use of the Website, Database, Annotation Tool Report Device and Software with regard (and the only purpose) to verify the compliance with these General Terms and Conditions. Such monitoring may, in particular, include the evaluation of server logs by CENTOGENE.

4. DATABASE UPDATES AND MAINTENANCE/ AVAILABILITY OF DATABASE AND REPORT TOOL

- 4.1 The Client acknowledges that the Database, Annotation Tool and the Report Device are subject to continuous improvement and updating, and are maintained and updated on a regular basis (hereinafter referred to as "**Regular Maintenance**"). In addition, due to the specific nature of the Database and the Report Tool, unscheduled maintenance and/or updates may become necessary from time to time which require the Database and/or the Report Device to be offline (hereinafter referred to as "Unscheduled

Maintenance"). This said, the Client acknowledges that due to the specific nature of the Database and/or the Report Tool, CENTOGENE can neither guarantee, nor undertake a respective obligation to provide for a fixed average rate of availability of the Database and or/Report Tool.

- 4.2 CENTOGENE provides access to Database, Annotation Tool and Report Device Monday through Friday during business hours from 8 a.m. to 6 p.m., and – in consideration of Sec. 4.1 shall endeavor to provide for an average rate of availability of 98 percent during these business hours. From 6 p.m. to 8 a.m. Monday through Friday, on weekends (Friday 6 p.m. to Monday 8 a.m.) and on German public holidays (6 p.m. to 8 a.m), CENTOGENE provides regular access to the Database and Report Device but will also perform Regular Maintenance.
- 4.3 CENTOGENE shall endeavor to inform the Client in advance, if the Database, Annotation Tool and/or Report Device will be offline for more than thirty (30) minutes because of Regular Maintenance. In the event that Unscheduled Maintenance becomes necessary, and requires the Database and/or Report Device to be offline for more than thirty (30) minutes, CENTOGENE shall inform the Client as soon as such maintenance has been completed.
- 4.4 All time-specifications in these General Terms and Conditions refer to Central European Time ("CET") only.

5. COMMUNICATION

- 5.1 All communication and technical support concerning access to and use of the Database, Annotation Tool, Report Device and Software shall be between the Parties' nominated contacts. For the avoidance of doubt, CENTOGENE shall under no circumstances be obliged to provide support for the Client's IT infrastructure.
- 5.2 Until further written notice, CENTOGENE's nominated contact can be reached as follows: **support@centomd.com**. The Client's designated contact shall be the respective "MasterUser" nominated by the Client.

6. RIGHTS OF USE OF THE WEBSITE, DATABASE, SOFTWARE AND GENETIC SUMMARIES

- 6.1 All content of the Website (including text, designs, graphics, logos, icons, images, audio files, downloads, interfaces, codes and software and any part or combination of the foregoing), and all other documents and materials you receive from CENTOGENE (hereinafter collectively referred to as "**Material**") are protected by copyright and/or trademark laws and other applicable laws in favor of CENTOGENE and/or its licensors and may be used only in accordance with the terms and conditions laid down in the Agreement and these GTC. CENTOGENE reserves all rights in and to the Website and its content not expressly mentioned herein.
- 6.3 CENTOGENE grants to the Client a non-exclusive, not sub-licensable and not transferable right, which shall be limited to the term of the Agreement and unlimited in territory, to use the Software for research for the performance of the subject matter of the Agreement.
- 6.4 CENTOGENE further grants to the Client a non-exclusive, not sub-licensable and not transferable right which shall be unlimited in territory, to use (i) from the Database the Test Results in the form of Genetic Summaries (ii) from the Annotation Tool the results regarding found mutations and respective annotations ("**Annotation Results**") and (iii) from the Report Device any Automated Reports, in each case for the purpose of aiding the evaluation of the genetic variants that have been identified for an individual patient only, and only as long as a specific Genetic Summary is actually necessary for such an evaluation for an individual patient. This license notably covers the right to view and download (i) Test Results in the form of a Genetic Summary from the Database, (ii) Annotation Results and (iii) Automated Reports from the Report Device and to store a print-out and/or electronic copy of such Genetic Summary, Annotation Results and/or Automated Report in the patient or sample file of an individual patient/sample. For the avoidance of doubt: Any additional reproduction/collection of a Genetic Summary, Annotation Results and/or Automated Report (including but not limited to screenshots), any storage outside the Database, Annotation Tool or the Report Tool, collecting of Test Results, Annotation Results and/or any other use of a Genetic Summary, and/or Automated Report, including but not limited to a use for the diagnosis of another patient/sample, is not covered by the license granted under this Sec. 6.
- 6.5 However, subject to the provisions of Sec. 6.4, the Client is entitled to store Genetic Summaries and/or Automated Reports solely within the Database or Report Device for later download without any limitation in time.
- 6.6 In such cases, where Client upon separate agreement also receives an extract from the Database for one or several variants ("**Dump File**"), Client shall be granted a non-exclusive, not sub-licensable and not transferable right, which shall be unlimited in territory and limited to the term of the respective Agreement, to use the data contained in such Dump File solely for his own research and development purposes. After the end of the respective Agreement, Client is obliged to delete the respective Dump File and/or any copies or extracts therefrom. CENTOGENE may request the Client to confirm such deletion in writing.
- 6.7 The Client is entitled to use the company name, trademarks, logos and other commercial markings of CENTOGENE only after prior written consent and in individual cases. This shall notably apply to use in advertisements, press releases and reference lists.

7. REMUNERATION AND INVOICING

- 7.1 The Client shall pay the remuneration provided for in the Agreement in conjunction with the provisions of these GTC based on an individual variation of the following payment options as defined in the Agreement as outlined in but not limited to the following options:
- a yearly flat-rate access fee; the flat-rate access may be limited regarding the amount of activated (e.g. viewed or downloaded) Variants per week/month/contract term and the amount of Authorized Users pursuant to the provisions in the Agreement ("**Fair Use**"); or
 - a yearly access and licence fee ("**Access Fee**") for unlimited usage;
 - each activation of one or more Variants contained in a Genetic Summary from the Database by the Client will be charged either on the basis of (i) a pre-paid number of activations of Variants ("**PrePaid Fee**") or (ii) an individual activation of a Variant ("**Pay per View Fee**");
 - in case of usage of the Annotation Tool a pay per sample option ("**Pay per Sample Fee**") which may either be offered in a pre-payment mode or per invoice; and/or
 - other payment options as defined in the individual case, also if license was purchased from CENTOGENE's distribution partners.
- 7.2 CENTOGENE may, in individual cases and in its sole discretion, grant to the Client access to the Website, Annotation Tool, Database and Report Tool, and/or to specific Test Results, Annotation Results and Genetic Summaries or the Report Tool, free of charge for a limited period of time and/or a limited number of Variants or Samples and in each case for test purposes only.
- 7.3 Unless otherwise specified in the Agreement, all fees and other charges shall be payable within 14 days of the date of CENTOGENE's invoice into the bank account to be specified therein. Payments provided for in the Agreement shall, when overdue, be subject to a late payment charge calculated under the statutory provisions until paid. Payments received with no indication to the corresponding invoice will be attributed to the most senior open invoices.
- 7.4 All prices shall be subject to VAT – if any – at the applicable current statutory rate.

8. CENTOGENE STANDARD PROCEDURES AND ACCREDITATION/ WARRANTIES AND LIMITATION OF LIABILITY REGARDING DATABASE, SOFTWARE, REPORT TOOL, GENETIC SUMMARIES

- 8.1 CENTOGENE represents to the Client that all its testing which is referenced in the Database, Annotation Tool and/or the Automated Reports is done in accordance with the stipulations of the German Law and in particular the German Genetic Diagnostics Act (*Gendiagnostikgesetz*) as applicable and that Test Results are accurate within generally acceptable medical, technical and commercial ranges of accuracy, unless another measure of accuracy has been agreed to in writing by CENTOGENE and the Client. CENTOGENE's testing laboratories are accredited in accordance with ISO 15189, or CAP/CLIA. This also applies to cases in which for medical or technical reasons an analysis is done in a partner laboratory, whenever required by the applicable law.
- 8.2 Except as stated in Sec. 8.3. to Sec. 8.5, CENTOGENE disclaims all warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The liability of CENTOGENE as stated in Sec. 8.3. to Sec. 8.5 shall remain unaffected.
- 8.3 *Liability for Data/Test Results, Annotation Tool and Results, Database, Report Tool, Genetic Summaries and Automated Reports:* CENTOGENE will use its best endeavors to always (i) prepare Test Results and Genetic Summaries, (ii) have the Annotation Tool provide Annotation Results, and/or (ii) have the Report Device provide Automated Reports based on the newest available and published scientific findings. Due to the inherent risks associated with rapidly developing findings and the difficulty determining their true accuracy, *CENTOGENE will not be liable for the accuracy and/or completeness of the Data, Database, Report Tool, Annotation Tool and Results, Test Results and/or Genetic Summaries and/or Automated Reports except for intentional or gross negligent conduct.* In particular, *CENTOGENE will not be liable for any damages caused by an incorrect use of the Database, Annotation Tool and Results, Report Device and/or Software, or a use non-compliant with these General Terms and Conditions, and/or any*

incorrect evaluation of Genetic Summaries or Automated Reports, or any incorrect diagnosis based on Genetic Summaries or Automated Reports, by the Client respectively the Authorized Users or any other third person with access to a Genetic Summary or Automated Report.

8.4 Apart from the aforementioned limitations in Sec. 8.3, the following shall apply:

- a) *Liability for Slight Negligence:* CENTOGENE is only liable for damages caused by slight negligence if such are due to a material breach of duty, which endangers the achievement of the objective of the Agreement, or to a failure to comply with duties the very discharge of which is an essential prerequisite for the proper performance of the Agreement.
- b) *Damages typical for the Contract:* In cases of the "Liability for Slight Negligence" section, the liability is limited to the damages which are typical for such type of agreement and which could have been foreseen. This shall also apply to damages caused by the gross negligence of an agent or an employee of a CENTOGENE, who is not an officer or executive of such party.
- c) *Indirect Damages:* Moreover, in the cases of the "Damages typical for the Contract" section, CENTOGENE shall not be liable for any indirect damages, consequential damages and loss of profit.
- d) *Liability Cap:* Furthermore, in the cases of the "Damages typical for the Contract" section, CENTOGENE's liability for damages with respect to any single incident arising out of or related to the Agreement shall not exceed the lesser of EUR 500,000 or the amount paid by the Client hereunder in the twelve (12) months preceding the incident.

8.5 *Mandatory Liability:* With the exception of liability (i) under the German Product Liability Law, (ii) for defects after having given a guarantee for the quality of the products (*Beschaffheitsgarantie*), (iii) for fraudulently concealed defects, (iv) for personal injury, loss of life or bodily harm and for (v) willful intent, the above limitations of liability in Sec. 8.3 and 8.4 shall apply to all claims for damages, irrespective of their legal basis.

9. LIMITATION OF LIABILITY REGARDING WEBSITE

9.1 *Accuracy, Completeness and Up-To-Dateness of Information on the Website:* CENTOGENE accepts no responsibility for the accuracy, completeness or up-to-dateness of the statements, data and/or information provided on the Website (hereinafter referred to as "Information"). The Information provided on the Website is for general information only and should neither be regarded as a reliable source nor as the sole basis for decisions, the User used it at his/her own risk. CENTOGENE reserves the right to amend the content of the Website at any time, but has no obligation to verify or update the Information on the Website or to inform of amendments.

9.2 *Liability for links:* The Website may include links to external websites of third parties whose content is outside CENTOGENE's control and CENTOGENE does not accept any responsibility for such third-party content. Links are offered as a service and provided merely as a reference to third-party websites which may contain further relevant information. All content on linked sites is the sole responsibility of the party offering such content or the operator of the linked website at all times. CENTOGENE provides these links for reference only and does not endorse or adopt the content on these websites. Users are expressly advised that views and opinions expressed on these websites do not necessarily reflect the views of CENTOGENE, which is not liable for any loss, damage or other harm resulting from the use of linked websites.

10. LIABILITY OF THE CLIENT; INDEMNIFICATION OF CENTOGENE

10.1 The Client shall indemnify CENTOGENE on first demand from all claims of third parties, including state institutions, resulting from any breach of the confidentiality obligations under the Agreement, or from any breach of data protection regulations in connection with the use of the Database and Software. The Client shall also provide CENTOGENE with the necessary assistance in the legal defense (to which CENTOGENE is entitled but not obliged to undertake).

10.2 The Client's indemnity obligations shall be applicable irrespective of any fault on the part of the Client or its Authorized Users.

10.3 In all other cases, liability shall be determined according to the statutory regulations.

10.4 The Client shall be fully liable for any breach of obligations under the Agreement as well as any other misconduct by any of its Authorized Users.

11. DATA PROTECTION / PERSONAL DATA

CENTOGENE is aware of the sensitivity of Authorized Users' personal data and is dedicated to protecting Authorized Users' privacy in collecting, processing and using personal data. Personal Data will be collected, processed and used in compliance with applicable laws. More details can be found in our [Privacy Statement](#).

12. CONFIDENTIALITY

12.1 For the term of the Agreement and two years thereafter, the Parties undertake to maintain confidentiality with regard to the Confidential Information and any information. This also applies to the Agreement. Companies affiliated with CENTOGENE within the meaning of Sec. 15 German Stock Corporation Act (*Aktengesetz – "AktG"*) and external advisors of CENTOGENE shall not be deemed third parties.

12.2 Personal data and, subject to the provisions of Sec. 2.2, Confidential Information shall be kept secret without any time restriction.

13. TRANSFERS OF RIGHTS AND CONTRACTS

The assignment of rights and transfer of obligations under the Agreement and/or the transfer of the Agreement in its entirety shall be permissible only with the prior written consent of the other Party, unless such transfer takes place to an affiliated company as defined in Sec. 15 AktG. The Parties agree that such consent shall not be unreasonably withheld. The provisions of Sec. 354 a German Commercial Code (*Handelsgesetzbuch – "HGB"*) shall not be affected thereby.

14. THIRD-PARTY COPYRIGHT NOTICE AND DISCLAIMER

Copyright Notice: The Website, Database and Report Device may contain and provide information from the Online Mendelian Inheritance in Man® (OMIM®) database, which has been obtained under a license from the Johns Hopkins University. The Website and the Database do not represent the entire, unmodified OMIM® database, which is available in its entirety at <http://omim.org/downloads>. Regarding OMIM® information: Copyright © 1996 – 2017, John Hopkins University, all rights reserved.

15. TERM AND TERMINATION

15.1 Unless otherwise specified in the Agreement, the Agreement becomes effective immediately when signed by all Parties and is entered into for an initial term of one year ("Basic Term"). Unless terminated by either Party on three (3) months' notice to expire at the end of the Basic Term, it shall be renewed for an indefinite period of time (Extension Term) and may be terminated within the Extension Term on three (3) months' notice to expire at the end of a month.

15.2 The right to termination without notice for good cause shall not be affected thereby. Any termination of this Agreement must be notified to the other Party in writing.

16. MISCELLANEOUS

16.1 Place of performance is Rostock, Germany. The exclusive place of jurisdiction for all disputes arising from or in connection with the Agreement shall be the District Court of Berlin, Germany. This shall not apply to summary proceedings for orders to pay debts (*Mahnverfahren*).

16.2 These Agreement, these GTC, and all contracts between CENTOGENE and the Client regarding the performance and the service of CENTOGENE on the basis of these shall be made and governed by German substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16.3 The Agreement and these GTC represent the entire provisions on the contractual subject matter hereunder. No side agreements have been made. Changes and amendments to or cancellation of the Agreement require written form. The same applies to any provision by which the written form requirement is contracted out.

16.4 Should any of the provisions in the Agreement be invalid or unenforceable, this shall not affect the remaining provisions. The Parties agree now that they will replace the invalid or unenforceable provision with a valid and enforceable provision which comes as close as possible to the economic purpose of the replaced provision. The same applies if any gaps are discovered in the provisions.