

## General Terms and Conditions of GMB

These Terms apply to all Services rendered by GMB. All and any purchase or other conditions used by clients of GMB are expressly rejected. Any order making reference to different or additional terms or conditions than these Terms will be deemed to have been rejected by GMB. Additional terms will only apply if agreed upon in writing.

### 1 DEFINITIONS AND RELATED MATTERS

“Terms” means these Terms and Conditions;

“GMB” means Gedmore B.V., Molenaarserserf 102, NL 3991 KT Houten;

“Client” means any counterparty of GMB, using its Services or its web site;

“Confidential Information” means data provided to GMB by or on behalf of the Client, the outcomes of the analysis's of these data by GMB and the outcome of GMB's anomaly detection services;

“Service” means every service provided by GMB, including the online data analysis of data provided by its clients and the optional anomaly detection service.

“Documentation” means the user documentation accompanying, or provided by GMB regarding or for use in connection with, a Service.

### 2 TERMS, CONDITIONS AND ORDERS

- 2.1 Terms. These terms along with any Quotation(s) issued by GMB and any notices, terms, conditions or use restrictions referred to in Section 3 below, together with any addenda to any of the foregoing provided by GMB, any other terms and conditions expressly agreed to in writing by an authorized GMB representative expressly referencing these Terms, and Client's statement on its purchase order (if accepted in writing by GMB) of the Services purchased, quantity, and, if accurate, price (and only such information on Client's purchase order), shall govern the sale and license of any Service(s) by GMB to the Client, and shall constitute the complete, exclusive and entire agreement (“Agreement”) between GMB and Client with respect to purchase of the Service(s) and any related services from GMB.
- GMB's offer to render its Services is expressly limited to the terms of this Agreement. In the event of any conflict between the terms of the Quotation and these Terms, the terms of the Quotation shall take precedence. Client's submission of a purchase order or other instrument for or regarding the purchase of Service(s) or related services from GMB, whether or not in response to a GMB quotation, shall be deemed an acceptance of and agreement to the Terms to the exclusion of any other terms or conditions contained in and/or referenced by such purchase order or other instrument (except the name and identity of the Service(s) purchased, quantity, bill to address, and, if accurate, price), which are hereby deemed to be material alterations, and notice of objection to which is hereby given, notwithstanding anything to the contrary contained within such purchase order or other instrument or elsewhere. Any acceptance by GMB of any offer of Client as provided in any Client purchase order or other instrument is expressly conditioned upon Client's assent to and acceptance of the Terms to the exclusion of any terms or conditions in Client's purchase order or other instrument that are in any way inconsistent with the terms of this Agreement.

- 2.2 Acceptance of Orders. No purchase order shall be binding upon GMB unless and until accepted by GMB in writing, and GMB shall have no liability or obligation to Client with respect to orders that are not accepted. No partial execution of an order shall constitute the acceptance of the entire order, absent the written acceptance of such entire order. GMB may require Client to identify in its purchase order the individual who will have access to the Services and the results thereof. Any provision in Client's Terms (if applicable) permitting Client at its convenience to unilaterally change or cancel its purchase order (in whole or part) once accepted by GMB shall be void and of no effect.
- 2.3 Contract Documents & Order of Precedence. Notwithstanding Section 2.1 above, if a purchase order from Client that is accepted by GMB contains or incorporates by reference any different or additional terms or conditions, and to the extent such different or additional terms or conditions are ultimately deemed part of the contract between Client and GMB regarding such purchase order (e.g., by express written agreement of the parties, or by application of legal doctrine), then such contract shall consist of the following documents (notwithstanding any provision in such documents to the contrary): (1) the Quotation(s) (if any) issued by GMB; (2) the following terms of Client's order: name and identity of the Service(s) and/or related services purchased, quantity, bill to address, and, if accurate, price; (3) these Terms; and (4) any other terms and conditions contained in, or incorporated by reference into, Client's order. Any conflict among these documents shall be resolved by giving them priority in the order listed above. Items (2) and (4) are collectively referred to herein as "Client's Terms."

### **3 REGULATORY COMPLIANCE**

Regulatory Compliance. Client acknowledges that the Services do not have a United States Food and Drug Administration ("FDA") or equivalent non-U.S. regulatory agency approval ("Approval"). Accordingly, Client acknowledges that the Services are intended FOR RESEARCH USE ONLY and NOT FOR USE IN DIAGNOSTIC PROCEDURES. The Services should be used by qualified research professionals in strict accordance with applicable research standards. Unless otherwise expressly stated by GMB in writing, no claim or representation is made or intended by GMB (i) as to any diagnostic or other clinical use of a Service; (ii) that any Service has any Approval for use in any diagnostic or other clinical procedure, or for any other use requiring compliance with any law, regulation or governmental policy concerning medical devices, laboratory tests or the like (collectively, "Regulatory Laws"); (iii) that any Service will satisfy the requirements of the FDA or any other regulatory agency; or (iv) that any Service or its outcome is suitable or has been validated for clinical or diagnostic use, for safety and effectiveness, or for any specific use or application. Client agrees that if it elects to use a Service for a purpose that would subject Client, its customers or any Service to the application of Regulatory Laws or any other law, regulation or governmental policy, Client shall be solely responsible for obtaining any required Approvals and otherwise ensuring that the Services in Client's jurisdiction and Client's use of Services complies with all such laws, regulations and policies. The burden of proof for safe use and handling of Services sold to Client and their outcome is entirely the responsibility of Client.

### **4 CONFIDENTIALITY**

- 4.1 Non-disclosure. GMB shall refrain from disclosing Confidential Information to any third party without prior, written approval from the Client and shall protect such Confidential Information

from inadvertent disclosure to a third party using the same care and diligence that GMB uses to protect its own proprietary and confidential information, but in no case less than reasonable care. GMB shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information is informed of its proprietary and confidential nature and is required to abide by these Terms. GMB shall promptly notify the Client of any disclosure of such Confidential Information in violation of these Terms or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

- 4.2 No transfer of rights. All Confidential Information disclosed under these Terms shall be and remain the property of the Client and nothing contained in these Terms shall be construed as granting or conferring any rights to such Confidential Information on GMB. GMB shall honor any request from the Client to promptly return or destroy all copies of Confidential Information and all notes related to such Confidential Information.
- 4.3 Other clients. These Terms shall not be construed to limit GMB's right to render Services to third parties without the use of the Client's Confidential Information. The Client acknowledges that GMB may currently or in the future be rendering its Services using internal information, or information obtained from other parties, that is similar to the Confidential Information.
- 4.4 Exemptions. Notwithstanding the above, the Client agrees that information shall not be deemed Confidential Information and GMB shall have no obligation to hold in confidence such information, where such information:
- a. Is already known to GMB, having been disclosed to GMB by a third party without such third party having an obligation of confidentiality to the Client; or
  - b. Is or becomes publicly known through no wrongful act of GMB, its employees, officers, directors, or agents; or
  - c. Is independently developed by GMB without reference to any Confidential Information disclosed hereunder; or
  - d. Is approved for release (and only to the extent so approved) by the Client; or
  - e. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

## **5 PRICES, TAXES AND PAYMENT**

- 5.1 Prices. The price for any Service or related service shall be the applicable price stated in GMB's written Quotation to Client, or, if no Quotation is issued, in GMB's then-current price list applicable to Client's jurisdiction, provided that GMB's Quotations are only valid for thirty (30) days from the quotation date unless otherwise stated in the Quotation.
- 5.2 Taxes. Unless otherwise expressly indicated in the Quotation, Client's purchase price does not include any VAT or other taxes, duties, or other governmental assessments ("Taxes") that may be applicable to the Services, any related services or the sale thereof; Client will be responsible for any such charges specified on GMB's invoice(s). All Taxes shall be paid or reimbursed by Client (other than taxes on GMB's net income), or in lieu thereof, Client shall provide GMB with a tax exemption certificate acceptable to the applicable taxing authorities. Taxes and other charges payable by Client may be billed as separate items on GMB's invoice.
- 5.3 Payment. Unless otherwise specifically indicated in the Quotation, GMB shall invoice Client for a Service and any related services ordered by Client upon GMB's acceptance of Client's purchase order and such invoice shall cover Client's purchase price for the Service and/or

related services and any Taxes or other applicable costs initially paid or payable by GMB to be ultimately borne by Client, and Client shall pay all such amounts before Client shall have access to the Services. Unless otherwise expressly indicated in the Quotation or, in the event a Quotation is not issued, in GMB's then-current price list applicable to Client's jurisdiction, all invoices shall be issued and payable in Euro's and are due and payable thirty (30) days from date of invoice, subject to credit approval. Amounts outstanding sixty (60) or more days from the date of invoice shall be subject to a service charge of one percent (1.0%) per month (or the maximum allowed by applicable law, if less). Client shall pay all of GMB's costs and expenses (including reasonable attorneys' fees) to enforce and preserve GMB's rights under this section.

## **6 DELIVERY OF SERVICES**

Delivery. Unless specific instructions have been agreed between GMB and Client, GMB will render its Services in accordance with its standard practices. Any provision in Client's Terms (if applicable) indicating that time is "of the essence" (or other terms of similar import) for the Services or other performance by GMB shall be void and of no effect. The rendering of Services shall be in accordance with GMB's then applicable schedules and based upon a priority of 'first order accepted, first order executed' basis. Notwithstanding the foregoing, GMB, in its sole discretion, may reprioritize scheduling of any delivery or deliveries of any orders accepted by GMB. GMB may also, in its sole discretion, postpone the delivery of a Service due to Client's failure to provide sufficient data in accordance with GMB's data specifications or other factors within Client's reasonable control. For multiple Service orders GMB may make delivery in instalments, and each instalment shall be deemed to be a separate sale. GMB may issue a separate invoice for each instalment, which invoice shall be paid without regard to prior or subsequent instalments. Client must notify GMB of any damaged or missing Services within fifteen (15) days after receipt.

## **7 LIMITED WARRANTY and WARRANTY DISCLAIMERS**

- 7.1 Limited Service Warranty. GMB warrants that it will render its Services in a professional and workmanlike manner. As GMB's sole responsibility and Client's exclusive remedy in the event of any material failure to meet such standard, GMB shall make a commercially reasonable effort to remedy any resulting discrepancies. Any claim based on the foregoing warranty must be submitted in writing within thirty (30) days after delivery or the date of performance of the pertinent Services at issue.
- 7.2 Disclaimer; No Other Warranties. THE EXPRESS WARRANTY AND THE REMEDIE SET FORTH IN SECTION 6.1 ABOVE, AS APPLICABLE, ARE IN LIEU OF, AND GMB HEREBY DISCLAIMS, ALL OTHER REMEDIES AND WARRANTIES, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY SERVICE OR SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF INACCURATE, INVALID OR INCOMPLETE RESULTS), IN EACH CASE HOWEVER ARISING, INCLUDING WITHOUT LIMITATION FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, OR OTHERWISE. IN NO EVENT SHALL GMB BE LIABLE FOR COSTS OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES FOR BREACH OF WARRANTY. ANY SERVICE OR SERVICE PROVIDED WITHOUT A WRITTEN WARRANTY FROM GMB IS PROVIDED "AS IS"

WITHOUT (AND GMB HEREBY DISCLAIMS) ANY WARRANTY, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE. Without limiting the generality of GMB's general rejection of conflicting terms presented by Client, and for clarification purposes only, Client agrees that any different or additional warranty terms stated in Client's Terms (if applicable) shall be void and of no effect.

- 7.3 Third Party Disclaimers. Notwithstanding any provision to the contrary herein, and unless otherwise expressly indicated in the Quotation or Documentation, none of GMB's suppliers or licensors of any Service or other item provided by GMB, or any portion thereof (under this Agreement or otherwise) (each, a "Supplier") provides ANY WARRANTY WHATSOEVER, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE TO CLIENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE DISCLAIMED. EXCEPT AS OTHERWISE EXPRESSLY INDICATED IN THE QUOTATION OR DOCUMENTATION, IN NO EVENT SHALL ANY SUPPLIER BE LIABLE TO CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, DIRECT, INDIRECT OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR SALE OF THE SERVICES.

## **8 LIMITATION OF LIABILITY.**

GMB'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR SALE OF THE SERVICES OR PROVISION OF SERVICES SHALL BE LIMITED TO THE AMOUNT PAID BY THE CLIENT FOR THE SERVICES AND/OR SERVICES GIVING RISE TO THE LIABILITY, AND IN NO EVENT SHALL GMB'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR SALE OF THE SERVICES AND SERVICES EXCEED THE TOTAL AMOUNTS RECEIVED BY GMB FROM CLIENT UNDER THIS AGREEMENT. IN NO EVENT SHALL GMB BE LIABLE FOR COSTS OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, WARRANTY, PURSUANT TO ANY STATUTE, OR ON ANY OTHER BASIS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR SALE OF THE SERVICES OR SERVICES, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT GMB IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR RELATED TO LOSS OF USE, LOSS OF DATA, OR DOWNTIME, OR FOR LOSS OF REVENUE OR PROFITS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## **9 INDEMNITY AND INSURANCE**

Indemnification of GMB. Client agrees to defend GMB against any Claim (i) to the extent the Claim alleges infringement of any patent, copyright, or other intellectual property right regarding the data provided to GMB in order to render its Services or the acquisition thereof, or (ii) that arises in connection with Client's use of the Services (a) for any clinical purpose or application, (b) in violation of any applicable law or regulation, or (c) in the provision of services under any 'fee for service' agreement or other arrangement. Client will pay all damages awarded, and settlements approved by Client, in connection therewith, provided that (i) GMB provides to Client written notice of the Claim within thirty (30) days of receipt by GMB of such Claim, or such earlier time as required to avoid prejudice to Client or its ability to defend such Claim, (ii) GMB allows Client to control the defence and settlement of the Claim, and (iii) GMB provides to Client reasonable assistance in connection therewith, at no charge to

Client. GMB may employ counsel at its own expense to assist it with respect to any such Claim, provided that this shall not obligate Client or its counsel to consult with or advise such GMB counsel, nor affect Client's control of the defence and settlement of the Claim.

## 10 MISCELLANEOUS

- 10.1 Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by first class mail (registered or certified if available; air mail if overseas), postage prepaid, or otherwise delivered by hand, commercial courier service, messenger or telecopy, addressed to the addresses listed in the Quotation (or to Client's address listed in its purchase order) or at such other address furnished with a notice in the manner set forth herein. Such notices shall be deemed to have been effective when delivered or, if delivery is not accomplished by reason of some fault or refusal of the addressee, delivery shall be deemed to have occurred upon posting, and in the case of telecopy (fax), shall be deemed to have occurred upon transmission. All notices shall be in English.
- 10.2 Governing Law and Venue. This Agreement and any disputes arising out of or relating to this Agreement (including its formation or termination) or GMB's software or Services ("Disputes") shall be governed by and interpreted in accordance with the laws of the Netherlands. If Client is located within the European Union, any Disputes will be brought before the District Court Midden-Nederland, located in Utrecht, the Netherlands. If Client is located outside the European Union, any Disputes shall be resolved in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitral tribunal shall be composed of one arbitrator. The arbitral tribunal shall be appointed according to the list procedure. The place of arbitration shall be Amsterdam, the Netherlands. The proceedings shall be conducted in the English language.
- 10.3 Severability. If any section, paragraph, provision or clause or any portion thereof in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.
- 10.4 Force Majeure. Except for the payment of money, neither party shall be liable to the other party for any failure or delay in the performance of any of its obligations under this Agreement for the period and to the extent such failure or delay is caused by civil unrest, threat of or actual acts of terrorism or war, embargoes, governmental actions, acts of God, earthquakes, floods, storms, fires, supplier delay, malfunction of services provided by internet providers, accidents, explosions, epidemics, quarantine restrictions, or other such contingencies beyond the reasonable control of the applicable party ("Force Majeure"). The party affected shall notify the other party as soon as practicable of any anticipated delay due to Force Majeure.
- 10.5 No Third Party Beneficiaries. This Agreement has been made and is made solely for the benefit of GMB and Client and their respective permitted subsidiaries, successors and assigns. Except as set forth in these Terms (with respect to Suppliers), nothing in this Agreement is intended to (i) confer any rights or remedies under or by reason of this Agreement on any persons or entity other than the parties to this Agreement and their respective permitted successors and assigns; or (ii) relieve or discharge the obligation or liability of any third persons or entities to any party to this Agreement.

