

DATA USE AGREEMENT

BETWEEN:

S.A.S.U. **Owkin France**, a French simplified limited company with a sole shareholder (*société par actions simplifiée unipersonnelle*), registered in the Paris Trade and Companies Register under SIREN number: 822 393 591, having its registered office at 14/16 Boulevard Poissonnière, 75009 Paris, France, represented by its General Manager, Mr Alban DE LA SABLIERE.

Hereinafter referred to as “**Owkin**”.

On the one hand.

AND

[Organisation's name], **[Organisation's Legal Status]**, whose registered office is located at **[Insert address of registered office]**, represented by **[title and identity of Organisations legal representative]**, **[optional if there is a delegation: specify: and by delegation, by (indicate the identity of the delegatee), in their capacity as (specify the title of the delegatee)]**, who is duly authorised for the purposes hereof.

Hereinafter referred to as “**[Organisation's name or, failing that, an acronym]**” or as “**Organisation**”.

On the other hand.

Referred to individually as the “**Party**” and collectively as the “**Parties**”

RECITALS

WHEREAS, Owkin built, in collaboration with European Union, Swiss and American academic partners (**"Academic Partners"**) a reference spatial omics dataset in oncology to enable cancer precision medicine (**"MOSAIC"**).

The objectives of the MOSAIC study (collectively the **"MOSAIC Objectives"**) are the following:

- Primary objective: identification of novel therapeutic targets that would be specific to one or common to many tumour indications via the analysis and integration of complex multimodal data;
- Secondary objectives:
 - Identification of novel treatment response and resistance mechanisms via the analysis of selected responsive and resistant patient populations;
 - Identification of novel patient subgroups in one or many tumour indications;
 - To Identify biomarkers for diagnostic and prognostic patient stratification.

Owkin and its Academic Partners are willing to make some data from the MOSAIC database available to the scientific community, for academic research purposes only, through the European Genome-phenome Archive (**"EGA"**).

For sake of clarity and without prejudice to the terms and conditions of this Agreement, the MOSAIC Window Data shall only be used for research purposes in line with the MOSAIC Objectives.

WHEREAS *Description of the Organisation*.

WHEREAS the Parties have therefore come together to implement this research data use agreement (hereinafter the **"Agreement"**) to define the terms and conditions of Organisation' access to MOSAIC Window Database for Organisation's research purpose.

Aware of their respective commitments and obligations, the Parties have decided to negotiate and sign this Agreement.

THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

TERMS

ARTICLE 1 DEFINITIONS

1.1. In this Agreement, the following words shall have the following meanings:

"Agreement": shall mean this document, including any amendments and exhibits (if applicable).

"Applicable Laws and Regulations": shall mean any laws, regulations, guidelines and other requirements (regulatory or other) in any jurisdiction, as applicable to the rights and obligations set forth in this Agreement, in effect from time to time.

"Confidential Information": shall mean all information, and in particular all knowledge, databases, data, processes, standards, formulas, know-how and information, whether protected or protectable by an intellectual property right or title, of any nature and in any form whatsoever (in writing, orally, by delivery of equipment, etc.) disclosed by one Party to the other Party, or of which one Party may become aware during a visit or meeting, as part of the performance of the Agreement.

For sake of clarity: (i) a Party's Proprietary Knowledge is its Confidential Information; and (ii) the Agreement and its content is a Confidential Information.

"Data Access Committee": shall mean the committee which shall review the Project and validate the Organisation's access to the MOSAIC Window Resources.

"GDPR": shall mean the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data.

“MOSAIC Window Resource”: shall mean the MOSAIC Window Data and the MOSAIC Window Databases accessible through the EGA platform.

“MOSAIC Window Data”: shall mean any pseudonymized personal health data included in the MOSAIC Window Database(s) that is copy of data that has been collected by the Academic Partners of Owkin and included in the MOSAIC Database and that can be reused in the framework of the MOSAIC Window initiative for research purposes following the validation of the Project by the Data Access Committee.

“MOSAIC Window Database(s)”: shall mean the collection(s) of MOSAIC Window Data arranged in a systematic or methodical way and which are stored in and accessible by electronic means through EGA platform.

“Project”: shall mean the project described in Exhibit 1 (“Project description”) conducted by the Organisation pursuant to the terms of this Agreement and which involves access to and use of MOSAIC Window Resources.

“Proprietary Knowledge”: shall mean all information, content, data, knowledge or other assets (including information, concepts, know-how, tools, algorithms, etc.), of any kind whatsoever, pre-existing or created independently of the Agreement by a Party and used by it for the performance of the Projects and/or made available to the other Party for the performance of the Project in connection with the performance of the Agreement, as well as any update, refreshment, correction, modification, improvement and enhancement of a Party’s Proprietary Knowledge.

The MOSAIC Window Resources, as well as any of their update, refreshment, correction, modification, improvement and enhancement of are Proprietary Knowledge of Owkin.

“Results”: shall mean all technical, biological and/or scientific results, databases, know-how, or information, whether protectable by any intellectual property right or not, obtained, created, discovered, reduced from the practice or acquired by the Organisation during the Project using the MOSAIC Window Resources.

“Territory”: shall mean the country(ies) in which the Organisation has its registered office and/or in which the Project is conducted.

1.2. The following rules of interpretation apply in this Agreement:

- (A) Clauses, schedules and paragraphs headings shall not affect the interpretation of this Agreement;
- (B) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (C) Any words following the terms including, include, in particular, for example, notably or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (D) Examples are illustrative and not the sole examples of a particular concept. The examples shall not override any provisions of this Agreement.

ARTICLE 2 PURPOSE

The purpose of the Agreement is to set out the:

- terms and conditions under which (i) Owkin shall make available to the Organisation the MOSAIC Window Resources for the purposes of use by the Organisation within the framework of the Project (ii) the Organisation shall carry out the Project; and
- rights and obligations of the Parties on the Results of the Project.

ARTICLE 3 PERFORMANCE OF THE PROJECT

Each Party shall comply with all Applicable Laws and Regulations with regards to the activities conducted in connection with the Agreement.

The Parties acknowledge that the performance of the Project and the access to the MOSAIC Window Resources cannot be granted until the:

- express approval of the Data Access Committee regarding the Project that the Organisation would like to perform; and
- signature of this Agreement by both Parties.

Any modifications of the Project by the Organisation will require the prior written approval of the Data Access Committee and where applicable the signatures of an amendment to this Agreement.

ARTICLE 4 ACCESS TO THE MOSAIC Window Resources

4.1. TECHNICAL ASPECTS

The Organisation will access the MOSAIC Window Resources, through the EGA platform and process the MOSAIC Window Resources, in accordance with the technical terms and conditions defined between the Parties in Exhibit 1 ("Project Description") of the Agreement.

Without prejudice to the respect of all the others terms and conditions provided in the Agreement, the Organisation acknowledges and agrees that the use of MOSAIC Window Resources is also subject to the respect by the Organisation of the following data use ontology codes ("**DUO**") as described on EGA platform:

- (a) DUO:0000019 PUB (publication required): The Organisation agrees to make Results of the Project using the MOSAIC Window Resources available to the larger scientific community;
- (b) DUO:0000027 PS (project specific restriction): The use of the MOSAIC Window Resources by Organisation is limited to use within the approved Project;
- (c) DUO:0000028 IS (institution specific restriction): The use of the MOSAIC Window Resources by Organisation is limited to use within the Organisation;
- (d) DUO:0000044 NPOA (population origins or ancestry research prohibited); The use of the MOSAIC Window Resources by Organisation for purposes of population, origin, or ancestry research is prohibited; and
- (e) DUO:0000046 NCU (non-commercial use only); The use of the MOSAIC Window Resources by Organisation is limited to not-for-profit use.

4.2. LEGAL AND REGULATORY ASPECTS

The access to and use of the MOSAIC Window Resources shall be in accordance with (i) the Applicable Laws and Regulations, in particular those relating to the processing of personal data notably to the processing of personal health data that has been collected during the care or prior research, reused for research purposes; (ii) the terms and conditions of this Agreement.

Despite the fact that MOSAIC Window Data made available to the Organisation come from deceased patients, the Organisation acknowledges that in accordance with the Applicable Laws and Regulations, their heirs may exercised their rights provided by the applicable data protection legislation (where applicable by the GDPR and any national law implementing it) including the rights of access, rectification and erasure, the right to restriction of processing, and the right to object to their personal data processing on grounds relating to his or her particular situation.

If a patient's heir asks to exercise its rights to the Organisation, it shall send these requests to dpo@owkin.com by electronic mail within a maximum delay of two (2) working days upon receiving the request(s). If the Organisation is informed by Owkin that one or several people requested to Owkin to exercise their rights regarding the data, the Organisation shall have ten (10) working days to carry out the necessary operations for the processing of their request. The Organisation will not independently respond to a data subject's request but will refer them to Owkin, except where required by Applicable Laws and Regulations or upon Owkin's explicit request in writing.

4.3. USE OF MOSAIC WINDOW RESOURCES

The Organisation undertakes to ensure that only the MOSAIC Window Resources strictly necessary for the processing purpose set out in Exhibit 1 ("Project Description") are used by the Organisation.

In no event, the MOSAIC Window Resources made available to the Organisation by Owkin, may be used by the Organisation for any processing other than that described in Exhibit 1 ("Projects Description"), unless the Parties have secured the extension of the processing scope by the way of an amendment to this Agreement.

The Organisation shall not itself or through any employee, consultant, contractor, agent or other third party :

- exporting any MOSAIC Window Data from MOSAIC Window Database except as set forth in this Agreement or agreed in writing by the Parties;
- duplicating, transferring, distributing or providing MOSAIC Window Resources to a third party, except to third parties who need to have access to it for the conduct of the Project and in compliance with Applicable Laws and Regulations and the Agreement, as specified in Exhibit 1;
- decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architectures, structures or other elements of the MOSAIC Window Resources, in whole or in part;
- attempt to re-identify, by any way whatsoever, the data subject from which comes from the MOSAIC Window Data;
- otherwise use or copy the MOSAIC Window Resources, except as expressly permitted herein.

The Organisation shall (i) only access MOSAIC Window Resources with the material dedicated to the Project, on secure workstations with up-to-date antivirus softwares; and (ii) implement all the technical and organisational measures to guarantee the security, integrity and protection of the MOSAIC Window Resources.

If the Organisation were to find that it has access to MOSAIC Window Data that can be directly attributed to a specific data subject, it would destroy the concerned MOSAIC Window Data within twenty-four (24) hours while notifying Owkin of this action within the same period, or (ii) immediately cease to access the concerned MOSAIC Window Data until the MOSAIC Window Data is fully anonymised or pseudonymised.

The Organisation acknowledges and agrees that MOSAIC Window Resources are provided by Owkin "as is" without any representation or warranty, either express or imply whatsoever including but not limited to, the quality and/or the fitness or the suitability of the MOSAIC Window Resources for any particular purpose, including but not limited to the performance of the Project, and/or that the use of the MOSAIC Window Resources does not infringe the rights of any third party.

If the Organisation receives a third party request to access the MOSAIC Window Resources, it shall redirect such request to Owkin.

ARTICLE 5 INTELLECTUAL PROPERTY

5.1. PROPRIETARY KNOWLEDGE OF THE PARTIES

5.1.1. OWNERSHIP OF THE PARTIES' PROPRIETARY KNOWLEDGE

Proprietary Knowledge and any improvement of such Proprietary Knowledge is and shall remain owned by the Party that made it available to the other Party for the performance of the Agreement.

5.1.2. USE OF THE MOSAIC Window Resources

Under this Agreement, Owkin grants the Organisation a limited, personal, royalty-free, fully paid-up, non-exclusive, non-transferable, non-sublicensable licence, in the Territory, and for the term of the

Agreement, to use and access the MOSAIC Window Resources for the sole purpose of implementing and carrying out the Project.

5.2. RESULTS

Any Result obtained by the Organisation using the MOSAIC Window Resources, is and remains owned by the Organisation which may use them solely for internal academic research purposes excluding any Commercial Use of such Results.

For the purpose of this Article, “**Commercial Use**” shall mean any use primarily intended for commercial advantage and/or monetary compensation, including without limiting the foregoing any research project conducted for and/or on behalf of an industrial and/or commercial third party.

Owkin encourages the Organisation to disclose publicly the Results. To disclose such Results and make it available to the scientific community, the Organisation shall use the CC BY-NC-SA 4.0 (“Attribution-NonCommercial-ShareAlike 4.0 International”) licence, accessible to the following hyperlink: <https://creativecommons.org/licenses/by-nc-sa/4.0/>.

For sake of clarity, any update, refreshment, correction, modification, improvement and enhancement of MOSAIC Window Resources done by the Organisation during the performance of the Project shall not be construed as a Results and shall remain Owkin’s Proprietary Knowledge.

ARTICLE 6 CONFIDENTIALITY

Each Party undertakes to keep the other Party’s Confidential Information strictly confidential. Notwithstanding any contrary provisions, Owkin is authorised to disclose Organisation’s Confidential Information, including the Results, where applicable to its affiliates and the Academic Partners of MOSAIC.

The Party that receives or has knowledge of the other Party’s Confidential Information undertakes to treat it in the same way as it treats its own Confidential Information and not to disclose it without the prior written approval of the disclosing Party to any persons other than its affiliates and its directors, employees, officers, agents, service providers, consultants, advisers and representatives to the extent that they (i) are subject to an obligation of confidentiality covering the Confidential Information at least as restrictive as those contained herein, and (ii) need to know the Confidential Information for the purpose of the Agreement.

The Party that receives or has knowledge of the other Party’s Confidential Information undertakes to use and copy the other Party’s Confidential Information only in the context and for the purposes of the Agreement.

The receiving Party is not bound by a confidentiality obligation if it can prove that:

- the information it received was publicly available prior to or after its disclosure and that there was no fault or fraud attributable to such Party;
- the information was already known to the receiving Party or its affiliates;
- the information was developed independently by the receiving Party or its affiliates without any use of Confidential Information provided by the other Party;
- the information was received lawfully from a third party, without restriction or breach of these provisions;
- the use or disclosure of the information was authorised in writing by the Party owning the information; or
- the information was disclosed following the application of a mandatory legal or regulatory provision or the application of a final and binding court decision. Nevertheless, the Party compelled to disclose the Confidential Information may be held liable if one of the following conditions has not been met:

- it shall, to the extent not prohibited by the applicable law, prior to disclosure, inform the owner Party in writing of the obligation to disclose the information so that the owner Party has sufficient time to be able to object to this disclosure or to limit its scope, if need be; and
- it must limit disclosure to that strictly necessary to meet its obligations.

The Parties' employees shall be committed to the non-use and confidentiality obligations contained herein, notably through specific provisions in their employment contract.

The obligations referred to in Article 6 herein ("Confidentiality") are valid for the entire term of the Agreement, as well as for a period of ten (10) years from the expiry or early termination of the Agreement.

At the request of the Party disclosing Confidential Information, and in any event at the end of the Agreement, for any reason whatsoever, each Party undertakes to return to the other Party all Confidential Information disclosed to it under the Agreement and not to retain any copies thereof (except as required and solely for the purposes provided for by law, including for evidential purposes). When Confidential Information cannot be returned due to technical constraints, the receiving Party undertakes to destroy it. However each Party may keep one (1) copy of any and all Confidential Information they are required to keep under this Agreement and/or under Applicable Laws and Regulations, and any electronic back-up files that have been created solely by their automatic or routine archiving procedures provided (i) that it does not access such back-ups for the purpose of retrieving Confidential Information and (ii) the confidentiality and non-use obligations of the receiving Party shall survive for as long as such copy or electronic back-ups are retained by the receiving Party.

ARTICLE 7 COMMUNICATIONS - PUBLICATIONS

7.1. GENERAL

None of the provisions of the Agreement shall confer on either Party the right to use the name, trademarks or any other designation or distinctive sign belonging to the other Party for the purposes of advertising or any other promotional activity.

7.2. PUBLICATIONS RELATING TO THE PROJECT AND ITS RESULTS

The Organisation undertakes to publish the Results, and at the latest, following the end of the Project to make them available to the scientific community. The publication of the Results shall be analysed as an essential condition of the Agreement. If for any particular reason, the Organisation is not able to publish its Results, then the Organisation shall notify it by writing to Owkin explaining to Owkin the reasons of the impossibility to publish them and a summary of the Results which have been obtained.

Any publication related to the Project and/or to the Results will be led and done by the Organisation being responsible for the conduct of the Project and owner of the Results in accordance with ICMJE standards.

Owkin and the MOSAIC consortium shall be identified in said publications as a contributing institution to the Results or mentioned in the acknowledgements.

In addition, the Organisation must acknowledge the MOSAIC consortium using the following wording: *"This study makes use of data generated by the MOSAIC consortium (Owkin, Charité – Universitätsmedizin Berlin, Lausanne University Hospital - CHUV, Erlangen Hospital, Gustave Roussy Institute, University of Pittsburgh) and made available through the MOSAIC Window initiative. Readers should note that the MOSAIC consortium bears no responsibility for the further analysis or interpretation of these data beyond what published by the MOSAIC consortium partners"*

The Organisation shall provide Owkin with a copy of all the publication done on the Project and/or the Results.

ARTICLE 8 WARRANTIES– LIABILITIES – INDEMNIFICATION – INSURANCE

8.1. WARRANTIES

The Organisation warrants that, in carrying out the Agreement, it will comply with all applicable standards and legislation, in particular those relating to safety, the environment and experimentation.

In particular, the Organisation warrants that (i) it has taken all necessary measures to be in strict compliance with all Applicable Laws and Regulations applicable to the Project ; and (ii) it has and will maintain the necessary rights, authorisations, statements and consents required and carries out the necessary regulatory and ethical procedures required to perform the Project and/or to process the MOSAIC Window Resources in accordance with the Applicable Laws and Regulations.

8.2. LIABILITIES

Each of the Parties is liable, under the conditions of applicable law, for any direct damage that it, including its staff or property in its custody, causes to the other Party or to third parties as a result of or during the performance of this Agreement.

Each Party is solely responsible towards the other for the performance of its own obligations under the Agreement. With the exception of relief mandated by statute, no Party shall be liable to the other for any punitive, exemplary, multiplied, indirect or consequential damages, or lost profits or revenue.

8.3. INDEMNIFICATION

Each Party ("**Indemnifying Party**") shall indemnify and hold harmless the other Party and its affiliates, and their personnel, agents and representatives, and successors and permitted assigns, ("**Indemnified Parties**"), against any and all third party claims and resulting liabilities, damages, losses and expenses, including reasonable attorneys' fees, arising out of or resulting from (i) negligence or willful misconduct in connection with this Agreement, or (ii) a breach of this Agreement, each by the Indemnifying Party or its personnel, agents or representatives.

The Indemnified Parties will give the Indemnifying Party prompt written notice of any matter upon which the Indemnified Parties intend to base a claim. With respect to the settlement of any claim relating solely to the payment of money damages, which could not result in the Indemnified Parties becoming subject to injunctive or other equitable relief or otherwise adversely affect the business of the Indemnified Parties in any manner, and as to which the Indemnifying Party has acknowledged in writing its obligation to indemnify the Indemnified Parties hereunder, the Indemnifying Party shall have the sole right to settle or otherwise dispose of such claim, on such terms as the Indemnifying Party shall deem appropriate, provided that Indemnifying Party shall provide reasonable evidence of its ability to pay any damages claimed and, with respect to any such settlement, shall have obtained the written release of the Indemnified Parties from the claim. The Indemnified Parties may participate in such negotiations to protect their interests and the Indemnifying Party will provide reasonable assistance to the Indemnified Parties and their counsel at no charge. With respect to the settlement of any claim not relating solely to the payment of money damages, the Indemnifying Party will have the right to consent to the entry of judgement with respect to, or otherwise settle, a claim only with the prior written consent of the Indemnified Parties, which consent will not be unreasonably withheld, provided, however, that the Indemnified Parties may withhold consent if any such judgement or settlement imposes an unreimbursed monetary or continuing non-monetary obligation on such Indemnified Parties or does not include an unconditional release of the Indemnified Parties from all liability with respect to the claim.

8.4. INSURANCE

Each Party shall be responsible for taking out and maintaining valid insurance policies necessary for the performance of this Agreement.

ARTICLE 9 INFORMATION – NOTIFICATION

Any communications or notices to be sent pursuant to or in connection with the Agreement must, under penalty of inadmissibility, be sent by registered letter with acknowledgement of receipt or by email with read receipt to the following departments, depending on the topic:

For the Organisation:

For Owkin:

Contractual issues:

[Specify the address, identity and email address of the contact person for contractual issues]

Contractual issues:

Owkin France SASU

Département juridique

14/16 Boulevard Poissonnière

75009 Paris, France

With an electronic copy (if sent by registered letter with acknowledgement of receipt) to:

legal@owkin.com

Communication / publication issues:

[Specify the address, identity and email address of the contact person for issues relating to communication/publication]

Communication / publication issues:

Owkin France SASU

Département communications

14/16 Boulevard Poissonnière

75009 Paris, France

With an electronic copy (if sent by registered letter with acknowledgement of receipt) to:

mosaic-window-dac@owkin.com

ARTICLE 10 EFFECTIVE DATE - TERM - TERMINATION - SURVIVAL CLAUSES

10.1. EFFECTIVE DATE AND TERM

The Agreement enters into effect on its last date of signature by the Parties and will remain in force for a period of [To be filled], without prejudice to obligations surviving its term pursuant to Article 10.6 ("Survival of clauses").

It is understood that any extension of the Agreement is subject to the negotiation and signature of an amendment to the Agreement providing for the terms of said extension.

10.2. EFFECTS OF THE EXPIRY OF THE AGREEMENT

The Parties shall be released from their contractual commitments at the expiry of the Agreement or its extension pursuant to Article 10.1 ("Effective Date and term"), subject to the provisions of the Article 10.6 ("Survival of Clauses") of the Agreement.

The Parties agree that upon the expiry of the Agreement or any extension:

- any Confidential Information belonging to one Party and in possession of the other shall be returned to the disclosing Party. If the Confidential Information cannot be returned due to technical constraints, the Confidential Information in question shall be deleted;
- any use of MOSAIC Window Resources by the Organisation shall be terminated and the Organisation shall delete MOSAIC Window Resources.

10.3. TERMINATION OF THE AGREEMENT FOR BREACH

In the event of a failure by one of the Parties to fulfil any of its contractual obligations pursuant to the Agreement, the complaining Party may immediately terminate the Agreement, at its own risk, by registered letter with acknowledgement of receipt or by email with read receipt, if the defaulting Party fails to cure its breach within thirty (30) days from receipt of written notice from the complaining Party, without prejudice to any damages that the complaining Party may claim in compensation for the loss suffered.

10.4. OTHER GROUNDS OF TERMINATION OF THE AGREEMENT

The Agreement may be terminated automatically in the following situations:

- Force majeure blocking the performance of the Agreement, under the conditions set out in Article 12.2 ("Force majeure") of the Agreement;
- upon a formal agreement between the Parties, which may be the subject of a specific amendment to the Agreement;
- any withdraw of approval of an ethical committee or any supervisory authority or in case of data breach from MOSAIC consortium members or from the Organisation;
- any issue in connection with EGA;
- at will by Owkin, following a sixty (60) days notice period.

10.5. TERMINATION EFFECT

Termination shall not release the Parties from fulfilling their obligations entered up to the effective date of the termination, without prejudice to compensation for any damage suffered as a result of said termination by the Party requesting the termination of the Agreement pursuant to Article 10.3 ("Termination of the Agreement for breach").

For the sake of clarification, the Parties agree that in the event of termination, for any reason whatsoever:

- any Confidential Information belonging to one Party and in possession of the other Party shall be returned to the disclosing Party. Confidential Information that cannot be returned due to technical constraints must be deleted;
- any use of MOSAIC Window Resources by the Organisation shall be terminated and the Organisation shall delete MOSAIC Window Resources.

10.6. SURVIVAL OF CLAUSES

Notwithstanding its termination by the Parties or its expiry, the following clauses of the Agreement shall survive: 4 ("Access to the MOSAIC Window Resources"), 5 ("Intellectual Property"), 6 ("Confidentiality"), 7 ("Communications – Publications"), 8 ("Warranties – Liabilities – Indemnification – Insurance"), 9 ("Information - Notification"), 10 ("Effective Date - Term - Termination – Survival of Clauses"), 11 ("Applicable Law - Dispute Resolution"), 12.6 ("No Waiver of rights"), 12.8 ("Transparency") and 12.9 ("The special case of processing personal data in connection with the performance of the Agreement").

ARTICLE 11 APPLICABLE LAW - DISPUTE RESOLUTION

The Agreement shall be governed by and construed in accordance with French law.

The Parties will seek to amicably settle any dispute, controversy or claim that may arise between them during the performance of the Agreement and/or before any termination decision of the Agreement, within thirty (30) days following notification from the Party which first notifies the dispute.

If, and to the extent that, any such dispute, controversy or claim has not been amicably settled within the aforementioned period, the Paris courts shall have exclusive jurisdiction.

ARTICLE 12 GENERAL PROVISIONS

12.1. SUBCONTRACTING

The Organisation shall not be able to subcontract all/or part of its obligation under the Agreement without prior written Owkin approval.

12.2. FORCE MAJEURE

Each Party shall be excused for failure to fulfil its obligations and shall not be held responsible or liable for damages to the other Party if the non-performance is due to a case of force majeure (i.e., due to circumstances that are unforeseeable, beyond its reasonable control, and which cannot be overcome despite its reasonable endeavours).

In any event, the Party invoking a case of Force Majeure shall inform the other Party as soon as possible and by any means, with the case of Force Majeure confirmed as soon as possible by registered letter with acknowledgement of receipt.

The Agreement may be terminated by either of the Parties if the Force Majeure event continues for a period of three (3) months from its initial notification.

12.3. INDEPENDENT CO-CONTRACTORS

Under no circumstances shall the Agreement be interpreted as creating a binding relationship or de facto partnership between the Parties, each of which shall be considered an independent contracting Party.

12.4. ASSIGNMENT OF THE AGREEMENT

Neither Party may assign all or part of the Agreement to a third party without the prior written consent of the other Party, which shall not be unreasonably retained. However, the Parties agree that in the event of a change of control of Owkin or its affiliates, resulting from a capital increase, merger, demerger, or by the total or partial sale of the business activities, the Agreement shall continue until the expiry of its term. Owkin will inform the Organisation of this event as soon as possible after its occurrence. It is hereby agreed that the beneficiary company will, in any event, be subject to the same obligations as those borne by Owkin under the Agreement.

12.5. ENTIRE AGREEMENT

The Agreement supersedes any previous agreement between the Parties relating to the subject matter hereof.

Any amendment or modification of the provisions of the Agreement shall be submitted for approval to the other Party and recorded by a written amendment to the Agreement.

12.6. NO WAIVER OF RIGHTS

If, in the event of a breach by either Party of its obligations under the Agreement, the non-defaulting Party does not waive its rights resulting from said breach. In no event, the failure to exercise its rights shall be construed as a waiver of the exercise of said rights, either in the future, or in the event of a similar breach by the defaulting Party of its obligations under the Agreement.

12.7. SEVERABILITY

If one or more provisions of the Agreement are considered to be invalid or held to be invalid pursuant to a treaty, a law or a regulation, or following a final and binding decision by a competent court, the other provisions will remain in full force and effect. The Parties will then make the necessary amendments according, to the extent possible, to the common intentions existing at the time of signature of the Agreement.

12.8. TRANSPARENCY

The Parties acknowledge that in accordance with applicable laws, regulations and/or ethical codes certain services contracts, consultancy contracts, sponsorship contracts and/or collaboration contracts and any payment or transfer of value resulting from the execution of these contracts, between on the one hand health care companies (as Owkin), and on the other hand (associations of) health care professionals (HCPs) and/or health care or academic institutions or hospitals (HCOs), may be subject to mandatory publication, including but not limited to the publication of amounts paid and personal data (such as names, location, etc.), ("**Transparency Obligations**").

The Parties acknowledge that in accordance with the Transparency Obligations, Owkin and its affiliates may need to make public information of the aforementioned nature in relation to this Agreement, including but not limited to any payments made hereunder and the identity of Organisation. The Organisation hereby expressly consents to such publication.

12.9. THE SPECIAL CASE OF PROCESSING PERSONAL DATA IN CONNECTION WITH THE PERFORMANCE OF THE AGREEMENT

The Parties acknowledge and agree that personal data (as defined by the GDPR) may be collected and processed by each of the Parties for the purposes of managing and monitoring contractual relations, and that only the authorised personnel and departments of each Party may access this personal data in strict compliance with the aforementioned purposes.

In accordance with applicable regulations and in particular the GDPR, any person acting on behalf of:

- Owkin, whose personal data are processed, may exercise their rights with the Organisation , including the rights of access, rectification and erasure, the right to restriction of Processing, and the right to object to their personal data processing on grounds relating to his or her particular situation;
- the Organisation , whose personal data are processed, may exercise these same rights with Owkin by contacting dpo@owkin.com.

Each Party undertakes not to retain the personal data of persons acting on behalf of the other Party beyond the term of the Agreement plus the statutory limitation periods and any required retention periods.

It is understood that each of the Parties undertakes to inform the persons acting on its behalf of their rights regarding the processing of their personal data by the other Party, and, where applicable, to communicate the identity of the Party concerned, the purposes of the processing, and the contact details of the Data Protection Officer of the Party concerned, or, failing that, any person likely to answer to the exercise of the aforementioned rights.

ARTICLE 13 ELECTRONIC SIGNATURE

The Parties agree that electronic signatures, within the meaning of the European regulation "Electronic identification and trust services", known as the "eIDAS Regulation" of 1 July 2016, shall have the same legal value and probative force as original signatures, and that in the event of any dispute or claim arising out of the Agreement, each of the Parties hereby waives the right to invoke any defence and/or waiver based on the signature of the Agreement by electronic signature.

Each electronically signed copy shall also be admissible in evidence and shall be fully binding on each Party that signed it.

For the Organisation

Identity: **[To be completed]**

Position: **[To be completed]**

Date:

Signature:

For Owkin

Identity: Alban DE LA SABLIERE

Position: General Manager

Date:

Signature:

EXHIBIT 1: Project Description

1. Context

[To be filled with a description of the institution / research lab asking access to the data, the overall research stream in which the MOSAIC Window data will be used, and previous experience of the lab with spatial and single cell data.]

2. Proposed study

2.1. Research question

[To be filled with the specific research question/s addressed by the project, which should be in line with the MOSAIC objectives: identification of novel therapeutic targets, identification of novel treatment response and resistance mechanisms, identification of novel patient subgroups, and identification of biomarkers for diagnostic and prognostic patient stratification.]

2.2. Estimated Project duration

The Project is estimated to last *[To be filled]*.

2.3. Methodological approach

[To be filled]

3. Proprietary knowledge

3.1. Proprietary Knowledge of Owkin

- MOSAIC Window Data: copy of the data generated within the MOSAIC study, consisting of pseudonymized clinical data of deceased patients, processed Visium SpaceRanger outputs, processed Chromium CellRanger outputs, BulkRNA processed outputs, SNVs and CNVs matrixes;
- MOSAIC Window Database.

3.2. Proprietary Knowledge of the Organisation

- *[To be complete with any additional proprietary knowledge used by the Organisation for the Project, in particular specifying if the research will also require the use of other proprietary or public data]*

4. Users

[To be filled with the list of users that will have access to the Mosaic Window Data]

5. Technical provision

5.1. Data storage

[To be filled with a description of where the Mosaic Window Data will be stored (local servers / cloud). In case the storage is provided by third parties (e.g. cloud providers), please specify which provider you are using and which servers locations you have activated).]

5.2. Security measures

[To be filled with a description of the security measures in place, for example encryption and data access monitoring.]