Terms and Conditions Actome Products and Software

§ 1 Applicability

The present general terms and conditions (GTC) apply to all contracts regarding the products of the Actome GmbH concluded between you ("customer") and us, the company Actome GmbH (Georges-Köhler-Allee 103, 79110 Freiburg, Commercial Register number 716025 Local Court Freiburg; "Actome") represented by the Managing Directors Dr. Peter Koltay and Dr. Csaba Jeney, unless nothing else has been expressly agreed in writing. We do not accept deviating or conflicting conditions insofar as we have not expressly agreed to them in writing.

§ 2 Proof of your entrepreneurial status

(1) Our product range is directed exclusively at entrepreneurs within the meaning of section 14 BGB (German Civil Code) as well as legal entities under public law, unless they are already covered by the concept of entrepreneur under § 14 BGB. We may therefore demand that you provide us with sufficient proof of your entrepreneurial status prior to conclusion of the contract, e.g. by stating your VAT ID number or other suitable proof. The information required for proof shall be given by you complete and truthful. Companies from the EU can only receive the tax exemption for tax free intracommunity delivery, when they have provided us with their VAT ID number before placing the first order. Please send your VAT ID number by e-mail to "info@actome.de" using the same e-mail account that was used for registration.

(2) Furthermore, our product offer is directed exclusively to users acting commercially or scientifically with an adequate personal training background for the use and the laboratory equipment corresponding to the specifications in the accompanying documentation.

§ 3 Conclusion of Contract, Contract Language

(1) Our presentation of the products and services does not constitute a legally binding offer, but merely an invitation to place orders (invitatio ad offerendum).

(2) By ordering you submit a binding offer for purchase. Immediately after submitting the order, you will receive a confirmation of your purchase request by e-mail, which however does not yet constitute the acceptance of your contract offer. A contract comes into existence between you and us as soon as we accept your order and/or booking by means of a separate declaration (e.g. email) or dispatch the goods. Please regularly check the spam folder of your mailbox.

(3) The exclusive language available for the conclusion of the contract shall be English. Translations of these GTC into other languages are for information only. In the event of contradictions between the English text and the translations, the English text shall prevail.

(4) For information on the processing of your data, please read our data protection information, which you can find under the following link.

§ 4 Storage of the contract text

You will receive the contractual provisions together with information on the goods ordered and/or services booked including these GTC together or together with the notification thereof this. We do not store the contractual provisions for you.

§ 5 Payment Conditions

The purchase price is due immediately after placing the order.

§ 6 Retention of Title; Resale

(1) The goods shall remain our property until full payment.

(2) The resale as well as any other transfer of Actome GmbH's products is only permitted on the basis of a separate agreement.

§ 7 Delivery Conditions

We deliver the goods pursuant to the agreements made. Arising shipping costs are listed in the product description and are billed separately.

§ 8 Rights of use

(1) With the purchase of Actome GmbH products, you only acquire the right to use the purchased product in accordance with the accompanying documentation and the corresponding software access. You do not acquire any additional copyrights, patent rights or other rights of use.

(2) The right to software access is limited to the data volume and duration outlined in § 11 below.

§ 9 Terms and conditions regarding the Actome Amulator Software ("software")

§ 9.1 Rights of Use to the software; User account

(1) The Actome GmbH grants registered customers the non-exclusive and non-transferable right to use the software for the duration of 12 month since delivery of the physical products provided by the Actome GmbH within the scope of the SaaS services as intended. The registration is free of charge and can be made under following link (https://observablehq.com/@actome/amulator).

(2) The use of Actome GmbH products requires the use of the online service of Observable, Inc. (www.observablehq.com). Upon registration for the software service (§ 11.1. (1)), you can upload data to your user account using the token you received with the Actome product (see § 12 (3) below). The access to the Amulator software is provided via Actome's user account and through a public Observable Notebook. You can use this Notebook to display the analysis results and download copies of the whole Notebook as well as your own proprietary data. Your uploaded proprietary data is only visible to you and protected according to our Privacy Policy.

(3) You may process the software only to the extent that this is covered by the intended use of the software according to the respective current service description.

(4) You are not entitled to make the software available to third parties for use against payment or free of charge. Thus, you are explicitly not allowed to sublet the software.

§ 9.2 Data volume

(1) The Actome GmbH provides you with a data volume to process the data obtained by means of their products. You may store and process content on this server up to a 1000 Mbyte. You may reorder corresponding contingents subject to availability at the Provider.

(2) The Actome GmbH ensures that the stored data can be accessed via the Internet.

(3) You are not entitled to transfer this storage space to a third party for use, in part or in full, against payment or free of charge.

(4) The customer undertakes not to store any content on the storage space whose provision, publication or use violates applicable law or agreements with third parties.

(5) Your remain in any case the sole owner of the data and may therefore demand the surrender of individual or all data at any time.

(6) Upon termination of the contractual relationship, the Actome GmbH shall immediately return to the customer all data stored on the storage space allocated to it.

§ 9.3 Obligations of the Customer

(1) You are obligated not to store any illegal content on the provided storage space that violates laws, official requirements or rights of third parties.

(2) You are obligated to prevent unauthorized access of third parties to the protected areas of the software by taking appropriate precautions. For this purpose, you shall, if necessary, instruct your employees to comply with the copyright.

(3) Notwithstanding the Actome GmbH´s obligation to back up data, you are responsible for entering and maintaining your data and information required for the use of the SaaS services.

(4) You are obligated to check your data and information for viruses or other harmful components before entering them and to use state-of-the-art virus protection programs for this purpose.

(5) You are obliged to keep your access token secret and not to make it accessible to third parties.

(6) The contents stored by you on the storage space designated for you may be protected by copyright and data protection laws. You hereby do grant the Actome GmbH the right to make the content stored on the server accessible to you during your queries via the Internet and, in particular, to reproduce and transmit it for this purpose and to be able to reproduce it for the purpose of data backup.

(7) The Actome GmbH is entitled to immediately block the storage space if there is reasonable suspicion that the stored data is illegal and/or infringes the rights of third parties. A reasonable suspicion of illegality and/or infringement of rights exists in particular if courts, authorities and/or other third parties inform the Actome GmbH thereof. The Actome GmbH shall notify the customer of the block and the reason for it without delay. The block is to be lifted as soon as the suspicion is invalidated.

§ 10 Composition and Use of the Product

(1) The use of our products may only be used on QIAGEN equipment, e.g. QIAcuity dPCR System, in accordance with the accompanying documentation. The customer itself is responsible for the availability of the corresponding equipment including associated consumables as well as their functional readiness. These are not subject of this contract.

(2) The analysis of raw data obtained with Actome reagents requires the use of our specific Amulator software, which is provided free of charge as a web-based SaaS solution (see § 9.2 above). It processes the raw data determined by the QIAcuity dPCR system and uploaded into the Amulator software (see § 11).

(3) When you purchase the corresponding product, you also purchase an access token that authorizes you to process the amount of data with the Amulator software specified in § 9.2 above.

(4) Details of the use of our products as well as instructions for use and process descriptions are contained in the detailed accompanying documentation. Users agree to use the products of Actome GmbH exclusively in accordance with the accompanying documentation.

(5) The products of Actome GmbH may only be used for research purposes and for molecular biological analysis of biological products. Use for medical and veterinary purposes is strictly prohibited.

§ 11 Exclusion of warranty for evaluation results

(1) The results of the application of our products depend significantly on factors which are exclusively within the sphere of influence of the user. These are among others: Correct compliance with the work procedures described in the accompanying documentation, correct function and maintenance of the equipment used by the customer, correct selection and composition of the

substances to be used by the customer (e.g. antibodies), as well as the correct readout and transfer of the raw data into the Amulator software.

(2) For the reasons stated in (1), Actome GmbH cannot assume any warranty for factors outside its area of responsibility and can therefore only guarantee that the reagents sold and the Amulator software are free of defects. Actome GmbH cannot assume any further warranty or liability for the results obtained by the evaluations.

(3) For the reasons stated in (1) and (2), Actome GmbH cannot assume any further warranty or liability for the results obtained by the processing and evaluation of samples carried out by the customer. Actome GmbH shall also not assume any warranty for the evaluation results in the event that the processing and evaluation of samples is carried out by Actome GmbH on behalf of the customer.

(4) With reference to the preceding paragraphs, it is clarified: Actome GmbH shall not be liable for the repetition of test series or for damages resulting from the publication or use of evaluation results that are later identified as incorrect. In particular, liability for damages and futile expenses of the customer resulting from products, product developments or production processes is excluded in this respect. The same shall apply to claims asserted by third parties against the customer in connection with such products, product developments or production processes.

(5) Reference is made to the general limitation of liability in § 15 of these GTC.

§ 12 Warranty in case of purchasing goods

(1) If the goods delivered are defective, you are entitled, within the scope of statutory provisions, to demand supplementary performance in the form of removal of defects or delivery of a defect-free item. We are entitled to choose the form of supplementary performance. If the supplementary performance fails, you have the right to reduce the purchase price or to withdraw from the contract. Precondition for any warranty claim is that you fulfill all obligations to inspect and to reprimand owed pursuant to Sec. 377 HGB German Commercial Code.

(2) The limitation period of warranty claims for the goods delivered is twelve months from receipt of the goods, except in cases of claims for damages.

(3) The warranty expires in the following cases:

- Use on equipment that does not comply with the specifications of the accompanying documentation.
- Use in process sequences which do not correspond to the specifications of the accompanying documentation.
- Use under accompanying circumstances (temperatures, other environmental influences) that do not correspond to the specifications of the accompanying documentation.

§ 13 Limitation of Liability

(1) We are liable for intent and gross negligence. Further, we are liable for the negligent breach of obligations, whose fulfillment is essential to enable the ordinary implementation of the contract, whose breach jeopardizes the achievement of the purpose of the contract and on whose compliance you as a customer may rely on regularly. In the last-mentioned case, we are only liable for the foreseeable, typical contractual damage. The same applies to breaches of duty by our vicarious agents.

(2) We point out that the products and procedures offered by us are scientific procedures of the latest generation. Therefore, changes to the procedures, subsequently modified evaluations of the evaluation results and procedures as well as product and procedure improvements developed in the course of application are not the exception but the rule typical for the application.

(3) Damage caused by Actome GmbH's products to the customer's equipment shall be rejected if it is based on application errors or non-observance of the accompanying documentation.

(4) We are not liable for the loss of data insofar as the damage is due to your failure to perform data backups and thereby ensure that lost data can be restored with reasonable effort.

(5) The abovementioned exclusions of liability do not apply in case of damage of life, body and health. The liability pursuant to the product liability law remains unaffected.

(6) Any more extensive liability of Actome GmbH is excluded on the merits.

§ 14 Trial access Actome Amulator Software

Trial access to the Actome Amulator software is granted free of charge to registered users, even without purchase of any product. The processing of data is limited to test data provided by Actome in this case, otherwise the Terms of Use apply accordingly, provided they are applicable mutatis mutandis. This is especially but not exclusively the case for the regulations of these GTC regarding the use of the software (§ 9) and the limitations of liability (§§ 11, 12, 13).

§ 15 Final Provisions

(1) Amendments or supplements of these terms and conditions require the written form to be binding.

(2) The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(3) Venue of performance is the city of Freiburg, Germany. The courts of Freiburg (Germany) shall have exclusive jurisdiction for dispute, in connection with this contract.

(4) If individual provisions of these terms and conditions are ineffective, statutory laws, the terms and conditions as a whole remain unaffected. The contractual parties shall amicably decide to replace the ineffective provision by a legally effective provision, which comes closest to the commercial purpose of the ineffective one. The aforementioned provision shall accordingly apply in case of gaps.

Actome GmbH

Freiburg, April 2022