

1928 General Terms and Conditions

These General Terms and Conditions (the "GTC") apply to and form an integral part of an agreement (the "Agreement") between 1928 diagnostics AB ("1928") and its customer (the "Customer"). In addition, these GTC govern each person's ("User") access to and use of the 1928 Platform (the "Service") and 1928's thereto related support services and other services (the "Related Services").

For the sake of these GTC, "Party" or "Parties" means, as applicable, 1928 and Customer or 1928 and User.

1. No warranty

1.1 1928 makes no warranties of any kind, either express or implied, other than those expressly set out in the Agreement. Thus, any statements in brochures and advertisements are for example merely aspirational descriptions and do not contain any assurance of properties or guarantees.

2. Trials

2.1 1928 may offer a free trial of or evaluation subscription to the Service (a "Trial"). Trials are offered for a limited time period or a limited amount of analyses, for the purpose of allowing the Customer/User to evaluate the Service. Trials may not include all functionality and features of the Service. 1928 has the right to terminate a Trial at any time for any reason.

3. Customer/User rights and obligations

3.1 Subject to the provisions of the Agreement, if applicable, and these GTC, the Customer/User is granted a limited, non-exclusive, non-transferable right to use the Service. Such use shall at all times be in accordance with 1928's written instructions from time to time.

3.2 The Customer shall inform 1928 of which persons within the Customer's organization that are authorized to use the Service on the Customer's behalf and shall immediately notify 1928 if such person is no longer authorized accordingly. The Customer is responsible for such persons' use of the Service as if it was its own.

3.3 Each User may access the Service through an individual user account. The Customer/User may not resell or reassign login details to the Service.

3.4 The Customer/User shall ensure that e.g. log-in information, security methods and other information for access to, or otherwise related to, the Service are handled confidentially and shall notify 1928 immediately in the event of unauthorised access to the Service or such information.

3.5 When the Customer/User uses the Service, data is uploaded and results are stored in the Service. However, unless otherwise expressly set out in the Agreement, 1928 undertakes no responsibility to restore data, should there be

any loss of data either on the Customer's/User's or 1928's side and the Customer/User is thus responsible for back up of its data.

- 3.6 The Customer/User may not copy, reverse engineer, decompile or disassemble code that is included in the Service. The Customer/User shall ensure that all data that it imports to the Service is free from viruses, trojans, worms or other malicious code and that such data otherwise cannot interfere with the Service. The Customer/User may not use any automated system or software, whether operated by a third party or otherwise, to extract any data from the Service ("screen scraping").
- 3.7 1928 will continuously work to enhance the security of the Service for it to provide adequate security measures. It is however the Customer's/User's sole responsibility to ensure that it has the full and lawful right to use the Service, including to transfer submitted data into the Service and ensure that that such data is in a de-identified format. The Customer/User may only use the Service as permitted under applicable legislation and the Customer/User is liable for and shall indemnify and hold 1928 harmless for and against any claims due to the Customer's/User's non-compliance with such law.

4. Changes to the Service

- 4.1 The 1928 Platform is a web-based cloud platform that is provided as a software-as-a-service. The 1928 Platform will over time be improved and 1928 may thus, without prior notification to the Customer/User, make changes to the Service, which reasonably may not cause the Customer/User more than minor insignificance. 1928 may also without prior notification make changes to the Service in order to comply with laws and regulations, to protect the Service and for other security related purposes.
- 4.2 1928 may make other changes to the Service than those set out in clause 4.1, three (3) months after notifying the Customer/User to this effect. The Customer/User may, at the latest at the day of such change, terminate the Service with effect from that day or such later day specified in the notice of termination, albeit not later than three (3) months from the day of the change.

5. Restricted access to the Service

- 5.1 If the provision of the Service results in a risk of more than insignificant damage to 1928 or any of 1928's customers, 1928 may immediately block or restrict access to the Service to the extent 1928 deems justified. 1928 may also immediately block or restrict access to the Service if 1928 considers that the Customer/User has acted in breach of these GTC, and/or, if applicable, the Agreement. The Customer/User shall be informed if access is blocked or restricted.

6. Research use only

- 6.1 The Service is provided for research only and may only be used as intended. The Service and the Results may thus not, unless otherwise explicitly stated, be used for the preparation of diagnoses, including but not limited to in vitro diagnosis (IVD). The Customer/User shall bear full responsibility for, and 1928 shall at no times be liable for, its use of the Service and the Results.

7. Intellectual property rights and rights to data

- 7.1 1928 owns all rights, including intellectual property rights, to the Service, including the 1928 Platform, the Related Services and any software included in any of these.
- 7.2 The Customer/User retains all ownership rights to the data uploaded to the Service and the results provided via the Service. Regardless, 1928 shall have the right to, during the term of the Agreement and these GTC, use such data and results in order to provide the Service, including but not limited to produce results, store, alter and change user data, upload data files and results to perform analyses, quality checks or technical verification of the 1928 Platform, and in order to improve and develop the Service.

8. Processing of personal data

- 8.1 1928's processing of personal data on behalf of the Customer/User shall be made under Appendix 3 – Data Processing Terms or otherwise applicable Data Processing Terms.
- 8.2 Under the Agreement, the Customer or 1928 may process contact information, and possibly also other personal data, of the other Party's employees. Such processing may be for communication and invoicing purposes as well as for the purpose of giving the Customer's Users access to the Service. Each Party shall ensure that the other Party is entitled to process such personal data to the extent necessary for the first Party's fulfilment of the Agreement. For the sake of clarity, each Party is the data controller of such processing of personal data.

9. Premature termination

- 9.1 Without prejudice to any remedy it may have against the other Party for breach or non-performance under the Agreement, either Party shall have the right to terminate the Agreement with immediate effect:
- (a) if the other Party should commit or permit a breach or non-performance of material importance to the other Party and should fail to remedy such breach or non-performance within thirty (30) days after receipt of written notice; or
 - (b) if the other Party should enter into liquidation, either voluntary or compulsory, or become insolvent or enter into composition or corporate

reorganisation proceedings or if execution be levied on any goods and effects of the other Party or the other Party should enter into receivership.

For the avoidance of doubt, the above means that 1928 shall have the right to terminate the Agreement with immediate effect if the Customer, including its Users, uses the Service in breach of the Agreement.

- 9.2 Notice of termination for reason set out in this section 9.1 shall be given without undue delay after the circumstance constituting the breach was or should have been known to the aggrieved Party.

10. Confidentiality

- 10.1 Each Party undertakes not to disclose, without limitation in time and without the other Party's consent, to a third party, any information regarding the other Party's business or operations that may be considered a business or professional secret or which according to law is subject to a duty of confidentiality. The confidentiality obligation does not apply when a Party is required to disclose such information by law, court or government order or binding stock exchange regulations. Where a Party is required to disclose information in such way, it shall notify the other Party prior to disclosure. A Party shall ensure that its personnel and/or subcontractors adhere to equivalent confidentiality provisions.

11. Force majeure

- 11.1 If a Party is prevented from fulfilling its obligations under the Agreement, or these GTC, due to a circumstance beyond the Party's control, including but not limited to lightning strike, labour dispute, fire, natural disaster, changes in regulations, governmental actions and/or a failure or delay in services provided by a subcontractor due to a circumstance stated herein, then this shall constitute a ground for release resulting in an extension of the deadline for performance and release from damages and other remedies. If the performance of the Services in substantial respects is prevented for a period exceeding three (3) months due to a circumstance stated herein, either Party shall have the right to terminate the Agreement, if applicable, or these GTC in writing, without incurring any liability for compensation.

12. Changes to the GTC

- 12.1 1928 may revise these GTC from time-to-time. Revised GTCs will enter into force thirty (30) days from 1928's notification to the Customer/User of the change or when the Customer/User has accepted the revised GTC, whichever is earlier.

13. Communication between the Parties

- 13.1 Notices under the Agreement and these GTC shall be provided by sending such notices to the other Party's address or email address as provided from time-to-time. The Customer/User shall therefore keep updated its user profile in the 1928 Platform with any changes to its email address.

14. Survival of provisions

14.1 On termination of the Agreement or, if applicable, these GTC, regardless of the reason for such termination, provisions contained in the Agreement or these GTC that are expressed, or by their sense and context intended, to survive the expiration or termination of the Agreement or these GTC, shall so survive the expiration or termination and continue in full force and effect.

15. Severability

15.1 If any provision of the Agreement or these GTC, is held to be invalid or unenforceable by any competent court, authority or arbitral tribunal, the remainder of that provision and all other provisions will remain valid and enforceable to the fullest extent permitted by applicable law, and the Parties shall negotiate any necessary changes to the Agreement or these GTC, to maintain the spirit, framework, structure and operation of the transactions contemplated by the Agreement or these GTC.

16. Entire Agreement

16.1 The Agreement contains the entire agreement between the Parties with respect to the subject matter of the Agreement, and supersedes all previous and contemporaneous negotiations and understandings between the Parties in relation thereto, whether written or oral. Notwithstanding the foregoing, in case of Trials, these GTC and the Data Processing Terms shall form the entire agreement between the Parties.

17. No transfer

17.1 The Customer/User may not assign nor transfer any part of its rights or obligations under the Agreement and these GTC without the prior written consent of 1928. 1928 may assign or transfer the Agreement and these GTC to another company in the same group as 1928 or to any purchaser of 1928 or its operations.

18. Dispute resolution and governing law

18.1 These GTC shall be governed and construed by in accordance with the laws and the provisions on dispute resolution in the Agreement.

18.2 Notwithstanding the foregoing, in case of Trials, these GTC shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction. Any dispute, controversy or claim arising out of, or in connection with, these GTC, or the breach, termination or invalidity thereof, shall be exclusively settled by the courts of Sweden. The District Court of Stockholm (*Sw.* Stockholms tingsrätt) shall be the court of the first instance.
