# Owkin K-Pro Light / Owkin K-Pro Standard
# End User License Agreement for AWS Marketplace

*Last updated version of EULA: v.2 date November 13, 2025.*

This End User License Agreement (the "**Agreement**" or "**EULA**") is entered into by and between Owkin Inc., a Delaware company (hereinafter referred to "**Owkin**" or "**We**") and you, if you are a person acting in the course of business, or the entity or organization you represent (hereinafter referred to "**Client**" or "**You**"). Owkin and Client are individually referred to as a "**Party**" and collectively as the "**Parties**".

By purchasing, installing, and/or using any product or service of Owkin specified in one or more Platform Listings via the AWS Marketplace, You agree to be bound by, and use Our products and services in compliance with, this Agreement and AWS Customer Agreement. This Agreement becomes binding and effective on the Parties upon the earliest of: (a) when You access or use Services for which You obtained subscriptions through the AWS Marketplace, (b) when You click a "Subscribe", "Create Contract", "I Agree" or similar button or check box referencing this Agreement, or (c) at the date You purchase the product and services of Owkin subject to this Agreement through the AWS Marketplace (hereinafter the "**Effective Date**").

For the sake of clarity, You acknowledge that this Agreement and more generally the products and services of Owkin are intended to benefit to persons acting in the course of business or duly incorporated or registered legal entity (e.g., corporation, partnership, or other organization) rather than natural persons acting for purposes which are outside their trade, business, craft or profession. If You are an individual and are agreeing to be bound by the terms of this Agreement on behalf of Your employer or other entity, You represent and warrant to Owkin that You have full legal authority to bind Your employer or such entity to this Agreement and AWS Customer Agreement. Failing this authority, You may not accept the Agreement or access the products or services of Owkin on behalf of Your employer or other entity.

We may make changes to this Agreement from time to time. When We do so, We will revise the "last updated" date given above. The then-current version of this Agreement will supersede all earlier versions. You agree that Your continued use of Our Services after such changes have been published to the EULA will constitute Your acceptance of such revised EULA. We do not control and are not responsible for AWS Customer Agreement.

The Subscription and therefore the provision of the Platform and Services by Owkin to You, is governed by the Agreement, together with any of its schedules and the applicable Platform Listing, and any amendments to any of the foregoing, which together constitute the entire agreement between You and Owkin. In the event of any conflict between the terms and conditions of the above mentioned, the following order of precedence will apply: (a) the Agreement, (b) the schedules of the Agreement, with Schedule 1 prevailing over the other schedules, and (c) the Platform Listing.

**Article 1.    Definitions**

Capitalized terms used in this Agreement shall have the meaning ascribed thereto in this Article 1, or, only to the extent not defined in this Article 1, as otherwise defined herein.

1.1. "**Account Manager**" means a dedicated resource to facilitate Your use of the Platform, available to You under the Owkin-Pro Standard Subscription, as specified in Schedule 1.

1.2. "**Affiliate**" means any company or entity controlled by, controlling or under common control with a Party. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such company, entity or Party, or ownership of more than fifty percent (50%) of the outstanding voting securities or other voting interests of such company, entity or Party.

1.3. "**Applicable Law(s)**" means all laws, statutes, rules, orders, regulations, ordinances, decrees and other pronouncements having the effect of law of any federal, national, multinational, state, provincial, county, city or other political subdivision, agency or other body, domestic or foreign, to the extent any of the foregoing is applicable to a specific activity, right or obligation under this Agreement.

1.4. "**AWS Customer Agreement**" means a legal agreement between clients of AWS Marketplace as amended from time to time and located at https://aws.amazon.com/agreement/.

1.5. "**AWS Marketplace**" means a marketplace located at https://aws.amazon.com/.

1.6. "**Confidential Information**" means any proprietary and non-public information and materials, patentable or otherwise, in any form (written, oral, photographic, electronic, visual or otherwise), disclosed or made available by a Party or its Affiliates ("**Disclosing Party**") to the other Party or its Affiliates ("**Receiving Party**") in connection with this Agreement.

1.7. "**Documentation**" means the instructions for use of the Platform, as included in the Schedule 2.

1.8. "**Fees**" has the meaning set forth in Section 4.1.

1.9. "**Feedback**" means any ideas, suggestions, proposals or other feedback provided by You and/or Users to Owkin on the use of the Platform.

1.10. "**Intellectual Property Rights**" means trademarks, patents, designs and models, copyrights, trade names, trade secret, signs, logos, graphics, domain names all rights of whatsoever nature in computer programs, codes, databases, algorithms, data (including Outputs and Inputs), and any other signs and intellectual property rights owned by a Party, whether or not protectable under Applicable Laws, whether registered or unregistered, including all granted registrations and applications of the same.

1.11. "**Input**" means any and all information and data provided by You to the Platform, through a prompt (which is the primary text-based query or instructions) and/or attachments (which are external files such as documents or images).

1.12. "**Maximum Activity**" means the maximum activity specified in the Schedule 1.

1.13. "**Number of Users**" means the number of Users specified in the Schedule 1.

1.14. "**Output**" means the response generated by the Platform to Your query or instruction for a given Input to the exclusion of all or part of Platform Datasets.

1.15. "**Platform**" means either Owkin K-Pro Light or Owkin K-Pro Standard, as subscribed by You based on Platform Listing. Owkin K-Pro Light and Owkin K-Pro Standard are artificial intelligence platforms as further described in Schedule 1 and Schedule 2, which processes queries from users and generates responses through the exploration of Platform Datasets, as part of a Subscription.

1.16. "**Platform Datasets**" means the Platform Public Datasets and Platform Non-Public Datasets.

1.17. "**Platform Listing**" means the description of the Platform and other product information listed on the AWS Marketplace and offered by Owkin or its authorized reseller, including the Services and Owkin's policies and procedures incorporated or referenced in the Agreement.

1.18. "**Platform Non-Public Datasets**" means the anonymised, de-identified or pseudonymised data made indirectly accessible to You through the use of the Platform, which are under Owkin's control, as listed in Schedule 5.

1.19. "**Platform Public Datasets**" means the anonymised, de-identified or pseudonymised data made indirectly accessible to the Users through the use of the Platform, which are made available to the public by a third-party natural or legal person under specific terms of use, as listed in Schedule 5.

1.20. "**Services**" means the right to access and use the Platform, Support Services and any other services provided by Owkin, as set forth in the Agreement.

1.21. "**Subscription**" means a Platform subscription for a specific use capacity purchased by You and fulfilled by Owkin for the licensing and provision of the Platform and performance of the Services.

1.22. "**Subscription Term**" means a period of twelve (12) months as of the Effective Date.

1.23. "**Support Services**" means the support services described in Schedule 3.

1.24. "**Term**" has the meaning set forth in Section 9.1.

1.25. "**Third Party**" means any natural or legal person other than the Parties and their respective Affiliates.

1.26. "**Usage Data**" means the comprehensive digital footprint automatically generated by Users through their use of the Platform such as technical logs, system events, metadata,

usage and behavioural data. For the avoidance of doubt, Usage Data excludes Inputs and Outputs.

1.27. "**User(s)**" means any of Your natural person employee(s), authorised by You to access the Platform on Your behalf, in accordance with this Agreement.

**Article 2.     Provision of the Platform**

2.1. **Right of Access to the Platform**. We grant You a non-exclusive, worldwide, non-transferable, non-sublicensable, revocable right to access and use the Platform and the Documentation, for the Number of Users and Maximum Activity, during the Subscription Term, in accordance with this Agreement and the Platform Listing.

2.2. **Use Conditions**

2.2.1. Permitted User. The rights granted under Section 2.1.1 shall only be practiced by the User(s). You shall cause such User(s) to comply with this Agreement. You represent that the User(s): (i) are not under any restriction to access and use the Platform, and in particular that their status do not imply additional formalities to access and use the Platform; (ii) have obtained approval from any appropriate board or authorities (including hierarchical authority if applicable) of the access to the Platform. You shall not and shall cause Your User(s) not to share individual login credentials between multiple users. You shall ensure that adequate security measures are put in place to prevent access and use of the Platform by unauthorized persons.

2.2.2. Restriction of Use. You shall use the Platform in accordance with its intended purposes and in a manner compatible with reasonable use. You shall refrain from using the Platform to (a) store, download or transmit infringing or illegal content, or any viruses, "Trojan horses" or other harmful code; (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or (c) engage in illicit or illegal purposes. You shall not, without Owkin's prior written consent, use the Platform for the benefit of any of Your Affiliates or a Third Party, including as part of services provided to any Affiliates or Third Party or any collaboration or partnership with any of its Affiliates and/or any Third Party. You undertake not to: (i) 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 Platforms, in whole or in part, (ii) delete or alter the copyright and/or proprietary notice appearing on the Platform, its content and any Documentation of any type on which this notice feature, (iii) extract, copy or remove Platform Datasets from the Platform, in whole or in part, (iv) attempt to re-identify, by any way whatsoever, the data subjects from which the Platform Datasets may come or to investigate the origins of populations and/or make research ancestors, (v) represent that the Outputs has been generated by a human being while this not the case or (vi) use the Outputs to generate any technology that competes with all/or part of the Platform. You may not provide or make available on the Platform in any manner any Inputs or any other information or content that is offensive, defamatory, contrary to public order or to Owkin's or its Affiliates' interests or in breach of Applicable Laws.

2.2.3. Usage Data. As part of the provision of the Services, We may access and collect Usage Data. You grant us a non-exclusive, worldwide, sublicensable, royalty-free, perpetual and irrevocable right to use the Usage Data for the performance of the Services and/or improvement of Owkin's products and services.

2.2.4. <u>Feedback</u>. You grant us a non-exclusive, worldwide, sublicensable, royalty-free, perpetual and irrevocable right to use any Feedback for any purposes, including the improvement of Owkin's products and services. Feedback is not confidential to You.

2.2.5. <u>Third Party Services</u>. The Platform may use or be used in connection with third-party software, product, services or integration ("**Third Party Services**"). We will determine in Our sole discretion which Third Party Services may be used by the Platform or accessible to You via the Platform. Any use by You of additional Third-Party Services in connection with the Platform is subject to Owkin's prior written consent, it being specified that You are fully responsible for the use of such additional Third Party Services, in accordance with this Agreement. We do not control or accept any liability for claims and resulting liabilities, damages, losses and expenses, including reasonable attorneys' fees, arising out of or resulting from use of such additional Third Party Services.

2.2.6. <u>Security Measures</u>. The Parties shall comply with the security measures described in Schedule 4.

2.3. **Deployment of the Platform**. The Platform is provided as a cloud service, hosted and made available by Owkin to You. Access to the Platform will be granted upon Your provision of the following: organization name, country code, and a list of Users with their full names and email addresses. Subsequently, We shall create a dedicated organization for You within the Platform, which will serve as an isolated environment for collaboration among Your authorized Users.

**Article 3.** **Support Services**. During the Term, We shall provide You with the Support Services in accordance with Schedule 3.

**Article 4.** **Fees and Payment**

4.1. Your use of the Platform and Services is subject to fees and payment described in the Platform Listing (the "**Fees**"). AWS will collect all Fees on behalf of Owkin and the billing will occur on AWS Marketplace. Except as set forth in this Agreement, the Fees are non-refundable, and We shall not be responsible for any refund of the Fees paid by You for access to AWS Marketplace.

4.2. The Fees exclude any federal, state or local taxes, VAT, GST, or similar taxes. You are responsible for identification and payment of all taxes as required by Applicable Law.

**Article 5.** **Confidentiality and Publicity**

5.1. **Confidentiality**

5.1.1. <u>Confidentiality Obligations</u>. During the Term and for a period of five (5) years thereafter, the Receiving Party undertakes to keep the Confidential Information strictly confidential, not to disclose Confidential Information to any Third Party and not to use the Confidential Information for any purpose other than in connection with the performance of this Agreement, except to the extent such disclosure or use is expressly permitted under this Agreement.

5.1.2. <u>Exceptions</u>. The confidentiality obligations provided in Section 5.1.1 will not apply to any information which (i) is or becomes publicly known by publication or otherwise, except as a result of breach of this Agreement by the Receiving Party, (ii) was in such Party's possession at the time of the disclosure hereunder, (iii) is received by such Party from a Third Party who has the lawful right to disclose such information and who does not owe any non-disclosure and non-use obligation to the Disclosing Party with respect to such information

or (iv) is independently developed by such Party (i.e., without reference to Confidential Information of the Disclosing Party).

5.1.3. <u>Permitted Disclosure</u>**.** The Receiving Party may disclose Confidential Information:

5.1.3.1. to its and its Affiliates' directors, officers, employees, contractors and advisors who (i) are subject to an obligation of confidentiality protecting the Confidential Information on terms no less restrictive than those contained in this Agreement and (ii) need to know the Confidential Information as part of the performance of the Agreement.

5.1.3.2. if requested by any judicial, governmental or regulatory authority to such disclose Confidential Information, provided that the Receiving Party will (i) give the Disclosing Party prompt notice thereof, prior to any disclosure, to enable the Disclosing Party to seek an appropriate protective order, (ii) disclose only that portion of Confidential Information that is legally required and (iii) exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to the disclosed Confidential Information.

5.2. **Publicity**. Neither Party shall issue any press release or other form of publicity concerning this Agreement without the prior written consent of the other Party. However, once a press release or other written publicity material has been approved in writing by both Parties and publicly disclosed, either Party may thereafter make subsequent public disclosure of the information contained therein without seeking further consent from the other Party. Without limiting the foregoing, neither Party shall use the name, logo, trademark or other distinctive sign of the other Party for the purpose of advertising or any other promotional activities, without the other Party's prior written consent.

## Article 6.    Intellectual Property Rights

6.1. **Platform**

6.1.1. We shall (i) remain the owner of the Platform and any and all Intellectual Property Rights therein and (ii) own any and all improvements, modifications or derivatives of the Platform generated by or on behalf of Owkin as part of the performance of the Services, and any and all Intellectual Property Rights therein. Except for the limited rights expressly granted to You under this Agreement, no other rights or licenses, whether express or implied, are granted to You. You shall not claim, or attempt to claim, any ownership or other proprietary rights in the Platform or any part thereof.

6.2. **Inputs and Outputs**

6.2.1. <u>Ownership</u>. You shall be and remain the owner of the Inputs and Outputs, as well as all Intellectual Property Rights therein, subject to Section 6.2.4.

6.2.2. <u>Right of Use</u>. You hereby grant us a non-exclusive, worldwide, sublicensable license to use the Inputs and Outputs for the purpose of performing the Services (including providing the Support Services).

6.2.3. <u>Client Publication Obligations</u>. You undertake to credit us in any scientific publication referring to Outputs, as follows: "*The results <published or shown> here are in whole or part based upon results generated by using K-Pro, a platform by Owkin*".

6.2.4. <u>Restrictions.</u> You agree not to (i) use the Outputs to generate any technology that compete with all or part of the Platform and (ii) not to redistribute, resell or sublicense the Outputs.

6.2.5. <u>Disclaimer</u>. You understand and agree that:

   6.2.5.1. the Outputs may not be accurate and/or not an exact representation of the reality and therefore need to be independently validated by You by following the relevant and applicable scientific, ethical and legal practice;

   6.2.5.2. the Outputs do not reflect Owkin's opinions, analysis and/or interpretations of the Inputs;

   6.2.5.3. due to the nature of the Platform, the Outputs may not be unique and other users may obtain identical or similar responses from their use of the Platform. Your rights in the Outputs as per Section 6.2.1 do not extend to such identical or similar responses generated by the Platform for other users.

## Article 7. Data Protection

7.1. **Privacy Policy.** The Privacy Policy available **here** explains how We are processing personal data of the User(s) in connection with their access and use of the Platform. The Cookies Policy available **here** explains how and for which purposes the Platform may include technical devices (cookies or other tracking technologies) that allows sending to Owkin and its processors information about the use and navigation of the User(s). The Privacy Policy and Cookies Policy may be updated from time to time and do not form part of this Agreement.

7.2. **Personal Data Regulation**. The Parties recognize that they have full and entire knowledge of the obligations under the regulation applicable to personal data provided under any provision of a legislative or regulatory, European or national nature, resulting in particular from Regulation 2016/679/EU of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("**GDPR**"), the UK General Data Protection Regulation (as defined in the Data Protection Act of 2018 (the "**DPA 2018**")), as incorporated into UK law (hereafter "UK GDPR"), the Swiss Federal Act on Data Protection of 25 September 2020 ("**FADP**") and the Swiss Data Protection Ordinance of 31 August 2022 ("**Swiss Data Protection Laws**") as well as any other regulations applicable in this field that may be added to or subsequently replaced by it ("**Personal Data Regulation**"), that may be applicable to them, depending on their respective capacities as defined under Schedule 6. To the extent that the Personal Data Regulation would be applicable, the Parties agree to abide by the terms of Schedule 6.

7.3. **Bulk Data Rule.**

  7.3.1. You agree that You shall not engage in any transaction or series of transactions over any twelve (12) month period involving the sale, provision of access to, or similar commercial transaction involving any Platform Datasets that includes the covered personal identifiers of more than 100,000 U.S. individuals, the personal health data or personal financial data of more than 10,000 U.S. individuals, the biometric identifiers or human 'omic data of more than 1,000 U.S. individuals, the precise geolocation data of more than 1,000 U.S. devices, the human genomic data of more than 100 U.S. individuals, any "government-related data" (as defined in 28 CFR Part 202) or any combination of the foregoing, regardless of whether such data are anonymized, pseudonymized, de-identified or encrypted, with any Country of Concern or with: (i) a foreign entity that is 50% or more owned, directly or indirectly, individually or in the aggregate, by one or more Countries of Concern or persons described in subsection (ii) hereof, or that is organized or chartered under the laws of, or has its principal place of business in, a Country of Concern; (ii) a foreign entity that is 50% or more owned, directly or indirectly, individually or in the aggregate, by one or more persons described in subsections (i), (iii), (iv) or (v)

hereof; (iii) a foreign individual who is an employee or contractor of a Country of Concern or of an entity described in subsections (i), (ii) or (v) hereof; (iv) a foreign individual who is primarily a resident in the territorial jurisdiction of a Country of Concern; or (v) any person, wherever located, determined by the U.S. Attorney General to be a Covered Person (each, (i)-(v), a "Covered Person," as that term is used in 28 CFR Part 202). You acknowledge and agree that You shall be required to certify in writing to Owkin Your compliance with this Section 7.1.4 on at least an annual basis, or more frequently if required by us in Our sole discretion, and that You shall promptly notify us if You know or suspect that a "Country of Concern" or "Covered Person" has gained access to any Platform Datasets provided hereunder. You agree not to evade or avoid, cause a violation of, or attempt to violate any of the prohibitions set forth in Executive Order 14117 or 28 CFR Part 202.

7.3.2. You represent and warrant that You are not a Covered Person. You shall immediately notify Owkin if it or any of Your employees, agents, or other parties who receive access to the Platform Datasets hereunder (i) is located in, organized or chartered under the laws of, has its principal place of business in, is ordinarily a resident in, or is 50% or more owned or controlled, directly or indirectly, by entities or persons located in, organized or chartered under the laws of, or having their principal place of business in, a "Country of Concern," as such term is defined in Section 7.1.6 below, or (ii) is or otherwise becomes a Covered Person, including without limitation through designation as such by the U.S. Attorney General pursuant to the process set forth in 28 CFR Part 202. Upon receipt of such notification, We may immediately terminate this Agreement if We determine, in Our sole discretion, that continuing performance of this Agreement would violate applicable law, including without limitation the U.S. Department of Justice Final Rule entitled "Preventing Access to U.S. Sensitive Personal Data and Government- Related Data by Countries of Concern or Covered Persons," as codified at 28 CFR Part 202, and any sub-regulatory guidance issued thereunder (the "DOJ Final Rule"). We shall further have the right to modify the volume of Platform Datasets transmitted hereunder if We determine, in Our sole discretion, that provision of the Platform Datasets will violate the DOJ Final Rule or other applicable law.

7.3.3. For purposes of this Agreement, the terms "Country of Concern" or "Countries of Concern" shall mean the People's Republic of China (including Hong Kong and Macau), Cuba, Iran, North Korea, Russia, and Venezuela, including in each case any political subdivision, agency, or instrumentality thereof, and any other country designated as a "Country of Concern" pursuant to the process set forth in 28 CFR Part 202.

**Article 8.  Export Control**. You may not export or provide access to the Platform to persons or entities or into countries or for uses where it is prohibited under Applicable Law, including any applicable customs and export control laws and regulations of the United States. Without limiting the foregoing sentence, this restriction applies (a) to countries where export from the U.S., and/or the European Union or into such a country would be prohibited or illegal without first obtaining the appropriate license, and (b) to persons, entities, or countries covered by U.S. sanctions and/or European Union sanctions.

**Article 9.  Term and Termination**

9.1. **Term**. This Agreement shall become effective at the Effective Date and shall remain in force until expiry of the Subscription Term, unless this Agreement is terminated earlier in accordance with Section 9.2 or Section 13.4 (the "**Term**").

9.2. **Termination for Cause**. Each Party shall have the right to terminate this Agreement upon written notice, if the other Party is in material breach of this Agreement, and has not cured such breach within thirty (30) days after notice from the terminating Party requesting cure of the breach.

9.3. **Consequences of Expiration or Termination**.

    9.3.1. The termination of this Agreement automatically terminates all Subscriptions that are in force.

    9.3.2. Upon expiration or termination of the Agreement:

        9.3.2.1. all rights and licenses granted by Owkin to You under this Agreement will immediately terminate;

        9.3.2.2. We will enable You to extract the Inputs and Outputs from the Platform;

        9.3.2.3. following a period of thirty (30)-day thereafter, We will delete the Inputs and Outputs in Our possession.

9.4. **Survival**. Articles 1 (Definitions), 5 (Confidentiality and Publicity), 6 (Intellectual Property Rights), 7 (Data Protection), 9.3 (Consequences of Expiration or Termination), 10 (Representations and Warranties), 11 (Indemnification), 12 (Limitation of Liability) and 13 (Miscellaneous) shall survive the expiration or termination of this Agreement, as well as any other provisions which under their terms or by implication ought to survive such expiration or termination.

## Article 10. Representations and Warranties

10.1. **Mutual Warranties**. Each Party represents and warrants that (i) it has full power and authority to enter into this Agreement, (ii) its compliance with this Agreement will not violate any Third Party agreements to which such Party is a party, (iii) it will comply with Applicable Laws in its performance of this Agreement and (iv) it has and will retain all necessary rights to grant the rights and licenses provided for in this Agreement.

10.2. **Owkin Representations and Warranties**.

    10.2.1. We represent and warrant that the Platform will conform in all material respects with the Documentation.

    10.2.2. In the event that We breach Our warranties in Section 10.2.1, Your sole remedy and Owkin's sole liability shall be for Owkin, at its own expense, to modify the Platform so that it conforms in material respects with the Documentation. If We fail to do so within a reasonable time period, You may terminate this Agreement by providing written notice to Owkin. Such termination shall become effective upon Owkin's receipt of this notice, and the consequences of termination set out in Section 9.3 shall apply.

10.3. **Client Representations and Warranties**. You represent and warrant that (i) You will use the Services in accordance with this Agreement and Applicable Law and (ii) You have and will retain all necessary rights and consents to allow Owkin to use and otherwise process the Inputs in accordance with this Agreement.

10.4. **Disclaimer**. The Parties' only representations and warranties under this Agreement are expressly set out in this Article 12. The Parties disclaim all other representations and warranties (whether express, implied, statutory, arising at common law or otherwise), including any warranties of merchantability, fitness for a particular purpose, accuracy or satisfactory quality, non-infringement of Third Parties' rights, absence of any errors, defects, design flaws or other problems, reliability of the Platform and/or Outputs, or uninterrupted, timely or secure provision of the Platform.

## Article 11. Indemnification

11.1. **Indemnification by Owkin**. We shall indemnify, defend and hold harmless each of You, and Your respective directors, officers, employees and agents, from and against any and all losses, liabilities, damages, penalties, fines, costs and expenses (including

reasonable attorneys' fees and other expenses of litigation) ("Losses") resulting from any claims, actions, suits or proceedings brought by a Third Party (a "Third Party Claim") to the extent arising from or relating to (a) an allegation that the Services infringes or violates any Intellectual Property Right of a Third Party or (b) the gross negligence or wilful misconduct of Owkin; except in each case (a) and (b) to the extent such Third Party Claims fall within the scope of Your indemnification obligations set forth in Section 11.2 (a) to (c).

11.2. **Indemnification by Client**. You shall indemnify, defend and hold harmless each of Owkin and its Affiliates, and their respective directors, officers, employees and agents, from and against any and all Losses resulting from any Third Party Claims, to the extent arising from or relating to (a) Your use of the Services in violation of this Agreement, (b) the Input, including an allegation that any Input infringes or violates any rights of a Third Party or any Applicable Law, (c) Your gross negligence or wilful misconduct; except in each case (a) to (c) to the extent such Third Party Claims fall within the scope of the indemnification obligations of Owkin set forth in Section 11.1 (a) and (b).

11.3. **Indemnification Procedure**. Each Party's obligations under Sections 11.1 and 11.2 is subject to the indemnified party (i) promptly notifying the indemnifying party in writing of the Third Party Claim, (ii) allowing the indemnifying party to have sole control over the defense and settlement of the Third Party Claim, provided that no settlement may impose any liability or obligation on the indemnified party without its prior written consent, not to be unreasonably withheld, conditioned or delayed, unless the settlement involves only the payment of a monetary sum and (iii) providing to the indemnifying party reasonable assistance in the conduct of the defense, at the indemnifying party's expense.

## Article 12.  Limitation of Liability.

12.1. Neither Party shall be liable for (i) the other Party's lost revenues, (ii) exemplary or punitive damages or (iii) any special, indirect, incidental, or consequential losses (whether or not foreseeable or contemplated by the parties at the effective date).

12.2. Owkin's total aggregate liability arising out of or relating to this Agreement is limited to the total amount received by Owkin under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim.

12.3. Nothing in this Agreement excludes or limits either Party's liability for (i) death or personal injury resulting from its negligence, (ii) fraud or fraudulent misrepresentation or (iii) any other warranty or liability that cannot be limited or excluded under Applicable Laws.

## Article 13.  Miscellaneous

13.1. **Applicable Laws and Jurisdiction**.  This Agreement and any dispute or controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of law principles thereof. All actions arising out of or relating to this Agreement shall be heard and determined exclusively in the competent court within the State of New York.

13.2. **Independence of the Parties**. The Parties are independent contractors with respect to each other. Under no circumstances may the Agreement be considered as establishing between the Parties a *de facto* partnership, a joint venture or any other situation involving between them any reciprocal representation or solidarity with regard to their respective creditors. The Parties may not, under any circumstances, make any statements, representations or commitments of any kind, or to take any action, binding on the other Party, without the prior written consent of the other Party.

13.3. **No Waiver**. Neither Party shall be considered as having waived any of its rights by not exercising (or delaying the exercise of) such rights under this Agreement.

13.4. **Force Majeure**. If the performance of any obligation under this Agreement by either Party is prevented, restricted, interfered with, or delayed due to any cause beyond the

reasonable control of such Party, including fire, explosion, earthquake, flood, embargo, power outage, acts of God, acts, regulations or laws of any government, war, riot, terrorist acts, civil commotion or failure of public utilities or common carriers (a "**Force Majeure Event**"), the Party so affected may, upon giving written notice to the other Party, suspend the performance of such obligation. The affected Party shall use reasonable efforts to mitigate the impact of the Force Majeure Event and to resume performance as soon as reasonably practicable. If any Force Majeure Event continues for a period longer than thirty (30) days, the other Party may terminate the Agreement upon thirty (30) days written notice to the affected Party.

13.5. **Entire Agreement**. This Agreement (together with its schedules attached hereto and any Platform Listing) constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any and all previous express or implied agreements and understandings, negotiations, writings and commitments, either oral or written, in respect of the subject matter hereof.

13.6. **Interpretation**. The following rules of interpretation apply in this Agreement: (i) headings are for convenience only and shall not affect the interpretation of this Agreement, (ii) unless the context otherwise requires, (a) words in the singular shall include the plural and in the plural shall include the singular and (b) words in one gender include any other gender, (iii) unless explicitly provided for, references to articles, sections or schedules are references to articles, sections or schedules of this Agreement and (iv) any words following the terms "including", "include", "in particular", "for example" 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.

13.7. **Assignment**. You may not assign or delegate this Agreement, and any right or obligation hereunder, without prior written consent of Owkin. The rights and obligations of the Parties under this Agreement will be binding upon, and will inure to the benefit of any authorised respective successors and assigns.

13.8. **Severability**. If any provision of this Agreement is held to be invalid, illegal or unenforceable pursuant to a prevailing rule of law or a final court decision, the Parties shall negotiate in good faith and enter into a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the Parties. All other provisions of this Agreement shall remain in full force and effect and shall not be affected by such invalidity, illegality or unenforceability.

13.9. **Notices**. Any notice required or permitted under this Agreement shall be in writing in the English language, delivered personally, sent by internationally-recognized courier, sent by registered mail, postage prepaid or by email with receipt confirmation to the following addresses of the Parties (or such other address for a Party as may be at any time thereafter specified by like notice):

| If to Owkin | If to Client |
|---|---|
| Attn: Legal Department<br>legal@owkin.com | As indicated in AWS Marketplace's account |

Any such notice shall be deemed to have been given (a) when delivered if personally delivered; (b) on the next Business Day after dispatch if sent by internationally-recognized overnight courier; (c) on the seventh (7th) day following the date of mailing if sent by registered mail; or (d) upon confirmation of receipt if sent by email.

Schedule 1 – K-Pro Light Offer / K-Pro Standard Offer
Schedule 2 – K-Pro Documentation

Schedule 3 – Support Services and SLA
Schedule 4 – Security Measures
Schedule 5 – Platform Datasets
Schedule 6 – Data Protection


I have read and agreed to the End User License Agreement.
By accepting this Agreement, I hereby confirm that I have the authority to enter into a binding agreement on behalf of the Client.

**Schedule 1 - K-Pro Light Offer / K-Pro Standard Offer**

- **K-Pro Light Offer**

K Pro Light is fit for individual contributor exploration within Biotechs and includes a set of native capabilities and data per the **Analyse** agentic space.

- **Analyze Agents** that explore data & generate insights and visualisations from natural language prompts:
  - Deep research, multimodal patient biology exploration, reports and data packages generation, publication ready visuals production
- **Data**:
  - MOSAIC Window (60 patients)
  - 22M+ scientific article abstracts from PubMed
  - TCGA Databases
  - Individual Data uploads (available soon)
- **Maximum Activity**:
  - 50 messages per day
  - 5,000 characters per prompt
  - 500,000 'completion' tokens per user per day
- **Support**:
  - Onboarding session
  - Ticket-based support
  - CET business hours

- **K-Pro Standard Offer**

K Pro Standard is fit for larger teams **up to 10 seats** at Pharma companies to foster collaboration and includes dedicated account management, and a set of native capabilities and data - per both the **Analyse** and **Activate** agentic spaces.

- **Analyze Agents** that explore data & generate insights and visualisations from natural language prompts:
  - Deep research, multimodal patient biology exploration, reports and data packages generation, publication ready visuals production
- **Activate Agents** that translate biology into insights to optimize pipeline decision-making
  - Connect deep biology with clinically actionable biomarkers, optimize patient populations for drug positioning
- **Data:**
  - MOSAIC Window (60 patients)
  - 22M+ scientific article abstracts from PubMed
  - TCGA Databases
  - Individual Data uploads (available soon)
- **Maximum Activity**:
  - 100 messages per user per day
  - 10,000 characters per prompt
  - 1,000,000 'completion' tokens per user per day.
- **Support:**
  - Dedicated Account Manager to help optimize your use of the platform
  - Onboarding session
  - Ticket-based support
  - CET business hours

**Schedule 2 - K-Pro Documentation**

This **link** explains for a User how to use the Platform. The content may be updated from time to time directly on the linked website.

**Schedule 3 - Support Services and SLA**

As per this Agreement, We will provide You with Support Services in accordance with the SLA which You can access **here**.

**Schedule 4 - Security Measures**

The security measures protecting the Platform and any data are described in this **link**.

**Schedule 5 – Platform Datasets**

The list of Public and Non-Public Datasets available in the Platform, along with their respective licenses and versions, is available **here**.

**Schedule 6 – Data Protection**
**EU, UK and Swiss Data Protection Addendum**

In the event the Client is subject to the European Union or the United Kingdom data privacy laws, Owkin and the Client agree as follows:

1. **Parties to this DPA.**
1.1. To the extent that the Personal Data Regulation is applicable, the parties to this Data Processing Agreement (DPA) are the Parties to the Agreement, and are individually referred to as a "**Party**" and collectively as the "**Parties**".

2. **Definitions.**
2.1. Under this DPA, the Parties agree that the terms "**personal data breach**", "**data subject**", "**personal data**", "**controller**", "**processor**", "**processing**", "**supervisory authority**" and "**third party(ies)**" shall have the meaning assigned to them in the Personal Data Regulation.
2.2. In addition (i) "**Subprocessor**" means any natural or legal person engaged by the Parties only for the performance of the processing under the Agreement and as generally authorized in advance under this DPA; (ii) "**Third Party Country**" means any country, territory or specified sector within that country outside of the European Economic Area (EEA) that is not recognized by the European Commission or any competent authority (including supervisory authority) as ensuring an adequate level of protection.

3. **Roles and responsibilities of the Parties.** Under this DPA, the Parties agree to comply with the obligations imposed by the Personal Data Regulation in their respective capacities as (i) independent controllers for the purposes of managing their business relationship with each other (business contacts); (ii) controller for Owkin, when managing, monitoring, maintaining and improving the Platform; (iii) controller for the Client and processor for Owkin, when providing the Services under the Client's instructions; and (iv) controller for the Client and processor for Owkin when processing the Inputs and Outputs for the purposes of providing the Platform and Services.

4. **Obligations of the Parties acting as controllers.** Where the Parties act as controllers as set forth under Section 3 to this Schedule 6, each Party shall specifically:
4.1. not expose the other Party to any breach of the Personal Data Regulation or this DPA;
4.2. inform immediately the impacted Party in the event that it is unable to comply with the obligations under this DPA or the Personal Data Regulation for any reason whatsoever, and justify the reasons for such inability;
4.3. monitor and follow up any regulatory or legislative changes, including any developments under the Personal Data Regulation that may affect the performance of this DPA and notify the other Party of such change;
4.4. include the processing carried out in its record of processing activities kept under its responsibility, indicating in particular the purpose and duration of the processing, the nature and purpose, the type of data and the categories of data subjects in accordance with the Personal Data Regulation;
4.5. conduct one or more data protection impact assessment if necessary;
4.6. handle any request of data subjects exercising their rights in accordance with the Personal Data Regulation and accordingly report the relevant Party any request to which such Party shall comply with;
4.7. ensure that the transfer of any personal data to a Third Party Country is subject to the appropriate safeguards provided for by the Personal Data Regulation, such as the conclusion of standard contractual clauses, if any, referred to in the Annex A hereto, as well as, where necessary, conducting an analysis of the impact and the capacity of the Third Party Country legislation to ensure the effectiveness of the rights of the relevant persons;
4.8. take action vis-à-vis the regulatory authorities when necessary;

4.9. take all relevant technical and organizational security measures in order to preserve maximum security and confidentiality of the data and to prevent any personal data breach.

5. **Obligations of the Client**.

5.1. The Client understands and agrees that Owkin and its Affiliates cannot warrant that the anonymization, de-identification and/or pseudonymization of the Platform Public Datasets, or of the Platform Non-Public Datasets will have the same meaning or requirements under any Client's Applicable Laws and that (ii) the Outputs are only composed of data that can never enable individualization of an individual, such as a patient or research participant, by the Client or a third-party.

5.2. The Client understands and agrees that the use and access to the Platform Public Dataset shall be done in compliance (i) with the Applicable Laws; (ii) the specific terms and conditions of use of each Platform Public Dataset.

5.3. In addition to its obligations as controller under Section 4 of this Schedule 6, the Client shall specifically:

5.3.1. refrain from attempting by any way whatsoever to identify or re-identify any individual based on any data provided by Owkin, including (without limitation) by matching, linking, or combining the data with other information, applying algorithmic techniques, or using the assistance of any third party to do so;

5.3.2. in the event of the Client becoming aware, through the Platform or the Services, of any data that could be attributed to a specific individual, immediately stop accessing and/or processing in any way whatsoever such data and no later than twenty-four (24) hours therefrom, notify Owkin by email at the addresses specified under Section 7 of this Schedule 6 of such event;

5.3.3. report to Owkin any actual or potential personal data breach that may impact Owkin or the Client's processing through the Platform within forty-eight (48) hours of becoming aware of such breach by providing in particular all the relevant information about the breach, as required by the Personal Data Regulation;

5.3.4. not make any filing, communication, notice, or report relating to any personal data breach that may affect Owkin to the data subjects and the supervisory authorities without informing Owkin and obtaining the prior opinion of the Data Protection Officer of Owkin; not release or publish any filing, communication, notice, press release, or report related to any personal data breach, other than to the data subjects and the supervisory authorities under the conditions abovementioned, without the prior approval of Owkin;

5.3.5. where required by the Personal Data Regulation, inform the data subjects about the personal data processing carried out (including personal data transfers), and/or obtain the valid consent of or provide required notices to the data subjects, and/or obtain any authorization or accomplish any other formality to process personal data;

5.3.6. document any other alternative legal ground on which it relies to process personal data.

6. **Obligations of Owkin, in its capacity as processor**

6.1. **Instructions for data processing**. The processor undertakes to process personal data only upon documented instructions of the controller and in accordance with this DPA. The processor shall promptly inform controller (i) if any instruction given by the controller is likely to constitute a violation of the Personal Data Regulation, or if (ii) the Personal Data Regulation prevents the processor from fulfilling the controller's instructions and its obligations under this DPA. Unless legally prohibited from doing so, the processor will promptly notify the controller (directly or through its Partner, as applicable), in the event the processor is requested to disclose personal data to public authorities in accordance with applicable law or court decision.

6.2. **Description of processing.** Subject to Client's Inputs, the processing activities by Owkin as a Processor will cover the following:

- Data subjects: Client and its Users and the data subjects (e.g. patients, research participants…) of the Inputs.

- Data Categories: Client identification and contact details as well as professional information, usage, navigation data, as well as potentially health data.
- Duration of the processing: for the entire duration of the Terms and for the duration identified in Owkin's Privacy Policy following the Terms.
- Nature of the processing: use, management, correction, displaying, transmission, storage and any other processing that is necessary for the performance of the Services.
- Purpose of the processing: performance of the Services.
- Data retention periods: until the end of contractual relationship under the Agreement and, if necessary, archived for the applicable prescription period.
- Technical and organizational measures implemented by the processor: described in Schedule 4.
- Frequency of the processing: continuously.

6.3. **Assistance to controller.** Upon request, the processor shall (i) make available to the controller information or documents reasonably necessary to enable the latter to demonstrate compliance with its obligations under Personal Data Regulation; (ii) reasonably collaborate with the controller in carrying out the necessary data protection impact assessment related to the processing of personal data by the processor and, where required, any prior consultation with the relevant supervisory authority. The processor shall promptly notify the controller about any data subject request that the processor could receive regarding the personal data processing subject to this DPA. Insofar as a data subject request relates to personal data processed by the processor under this DPA, the processor shall reasonably assist controller in answering requests from data subjects concerning their rights of access, rectification, erasure, if any limitation, opposition or portability of their personal data, and to correct or delete them.

6.4. **Confidentiality**. The processor shall ensure that individuals authorized by the processor to process the personal data on behalf of the controller have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

6.5. **Security**. The processor has implemented appropriate technical and organizational measures to maintain and protect the security of its facilities and information systems as set forth in Schedule 4. The processor shall notify the controller of any breach of personal data without undue delay after becoming aware of it and attach to this notification any useful documentation in accordance with Personal Data Regulation.

6.6. **Audit**. Up to one (1) time per year, the processor will reasonably permit and cooperate with audits of the personal data processing subject to this DPA. Such audit shall be conducted at the controller's sole cost, upon giving the processor at least thirty (30) day prior notice, during business hours and without disrupting the activities of the processor.

6.7. **International data transfers**. The processor is hereby authorized to transfer personal data to Third Party Countries provided that the processor ensures that such transfers are subject to the appropriate safeguards provided for by the Personal Data Regulation, such as the conclusion of standard contractual clauses, if any, referred to in the Annex A hereto, as well as, where necessary, conducting an analysis of the impact and the capacity of the Third Party Country legislation to ensure the effectiveness of the rights of the relevant persons;

6.8. **Subprocessors**. The processor is hereby authorized to disclose personal data to Subprocessors, subject to imposing on Subprocessors contractual requirements materially equivalent to those under this DPA. Specifically, Owkin is hereby authorized to use its Affiliates as Subprocessors for the purposes of this DPA. The current Subprocessors on the Effective Date of the Agreement are listed **here**.

The processor may update the list of additional Subprocessors by providing notice to controller, at least thirty (30) days prior to engaging a new Subprocessor. Controller may reasonably object to the new Subprocessor within this period, by contacting Owkin by email at the addresses specified under Section 7 of this Schedule 6.

6.9. **Data deletion.** At the end of the Agreement, the processor shall delete or return all the personal data to controller, and delete existing copies or no longer use them for any reason whatsoever

unless Union or Member State law requires storage of the personal data or unless where Owkin is granted the right to use the data as set forth in the Agreement.

7. **Notices and Contact.** For any questions, requests or notices for Owkin in connection with this DPA, please contact the following address: product-support@owkin.com, adding dpo@owkin.com in copy.

## Annex A – EU Standard Contractual Clauses

1. **Applicability**. This DPA incorporates the European Commission Standard Contractual Clauses as made available by the European Commission on its website in a non-modifiable form available here: Standard Contractual Clauses (the "**Standard Contractual Clauses**"). These Standard Contractual Clauses apply to the Parties, depending on their capacity as controller or processor and to the personal data transfer as described in Section 7.1 of the Agreement and Schedule 6 of the Agreement and with the technical and organizational measures as described in Schedule 4. These Standard Contractual Clauses are signed by the Parties on the date and as part of their acceptance of the Agreement. For the purposes of these Standard Contractual Clauses, the Party transferring personal data subject to the GDPR is the "**data exporter**" and the Party receiving personal data in the Third Party Country is the "**data importer**". The following specific terms have been agreed.

2. **Controller-to-Controller**. The module one of the Standard Contractual Clauses shall be deemed completed as follows:

   2.1. The Parties agree to opt-out of the Clause 7 ("**Docking clause**").

   2.2. The Parties do not agree to the option proposed in the second paragraph of Clause 11(a) ("**Redress**").

   2.3. For Clause 13 ("**Supervision**"), the competent supervisory authority is the data protection authority of the EU Member State where the data exporter is established.

   2.4. For Clause 17 ("**Governing law**"), the Parties agree that the Standard Contractual Clauses shall be governed by the law of the EU Member State where the data exporter is established.

   2.5. For Clause 18 ("**Choice of forum and jurisdiction**"), the Parties agree that any dispute arising from these Standard Contractual Clauses shall be resolved by the courts of the EU Member State where the data exporter is established.

3. **Controller-to-Processor**. The module two of the Standard Contractual Clauses shall be deemed completed as follows:

   3.1. The Parties agree to opt-out of the Clause 7 ("**Docking clause**").

   3.2. The Parties choose the option 2 "General Written Authorisation" in Clause 9(a) ("**Use of sub-processors**") with a time period subject to Section 6.7 of this Schedule 6.

   3.3. The Parties do not agree to the option proposed in the second paragraph of Clause 11(a) ("**Redress**").

   3.4. For Clause 13 ("**Supervision**"), the competent supervisory authority is the data protection authority of the EU Member State where the data exporter is established.

   3.5. For Clause 17 ("**Governing law**"), the Parties agree that the Standard Contractual Clauses shall be governed by the law of the EU Member State where the data exporter is established.

   3.6. For Clause 18 ("**Choice of forum and jurisdiction**"), the Parties agree that any dispute arising from these Standard Contractual Clauses shall be resolved by the courts of the EU Member State where the data exporter is established.

**Annex B – UK Standard Contractual Clauses**

The Parties agree to and incorporate by reference to this DPA the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, version B1.0, in force 21 March 2022, and as may be amended or replaced by the UK Information Commissioner's Office and approved by UK Parliament, or/and the Secretary of State from time to time ("**UK SCCs**"), incorporating the appropriate EU Standard Contractual Clauses modules, depending on whether they act in their capacity as a controller or processor, as outlined in Annex A of this DPA.

For the purposes of the UK SCCs, the Party subject to the UK GDPR is the "**data exporter**" and the party in the Third Country is the "**data importer**".

UK Transfer Clauses shall be deemed completed as follows:

  i.      **Table 1** shall be deemed completed with the relevant information as follows:

| Start Date | Effective Date | |
|---|---|---|
| **The Parties** | **Exporter** | **Importer** |
| **Parties' details** | As indicated in AWS Marketplace's account | Full legal name: Owkin Inc Main address: CSC, 251 Little Falls Drive, Wilmington, DE 19808, United States Official registration number: D&B DUNS number: 116900793 |
| **Key Contact** | As indicated in AWS Marketplace's account | Title: Data Protection Officer Contact details: dpo@owkin.com |

;

  ii.     In **Table 2**, the Parties select the checkbox that reads: "*The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information*", and for this purpose, the Parties hereby agree to apply the content of the appropriate module(s) of EU Standard Contractual Clauses, as set out in Annex A to this DPA;

  iii.    **Table 3** shall be deemed completed with the relevant information applicable to the appropriate module(s) of EU Standard Contractual Clauses incorporated into the UK SCCs, as set out in Annex A to this DPA (including any cross-references to other Annexes it may contain);

The Parties agree that both Parties may end the UK SCCs as set out in Section 19 of the UK SCCs.

<p style="text-align: center;">**Annex C – Swiss Addendum**</p>

This Swiss addendum (the "**Addendum**") will apply to any processing of personal data that is subject to Swiss Data Protection Laws or to both Swiss Data Protection Laws and the GDPR.

## 1. Interpretation of this Addendum

Where this Addendum uses terms that are defined in the Standard Contractual Clauses, those terms will have the same meaning as in the Standard Contractual Clauses. In addition, the following terms have the following meanings:

"**Addendum**" means this addendum to the Clauses;

"**Clauses**" means the Standard Contractual Clauses, as incorporated into this DPA in accordance with Annex A; and

"**FDPIC**" means the Federal Data Protection and Information Commissioner.

This Addendum shall be read and interpreted in a manner that is consistent with Swiss Data Protection Laws, and so that it fulfils the Parties' obligations under Article 16(2)(d) of the FADP.

This Addendum will not be interpreted in a way that conflicts with rights and obligations provided for in Swiss Data Protection Laws. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Swiss Addendum has been entered.

In relation to any processing of personal data subject to Swiss Data Protection Laws or to both Swiss Data Protection Laws and the GDPR, this Addendum amends and supplements the Clauses to the extent necessary so they operate:

- for transfers made by the data exporter to the data importer, to the extent that Swiss Data Protection Laws apply to the data exporter's processing when making that transfer; and

- as standard data protection clauses approved, issued or recognised by the FDPIC for the purposes of Article 16(2)(d) of the FADP.

## 2. Hierarchy

In the event of a conflict or inconsistency between this Addendum and the provisions of the Clauses or other related agreements between the Parties, existing at the time this Addendum is agreed or entered thereafter, the provisions which provide the most protection to data subjects will prevail.

## 3. Changes to the Clauses for transfers exclusively subject to Swiss Data Protection Laws

To the extent that the data exporter's processing of personal data is exclusively subject to Swiss Data Protection Laws, or the transfer of personal data from a data exporter to a data importer under the Clauses is an "onward transfer" (as defined in the Clauses, as amended by the remainder of this paragraph 3) the following amendments are made to the Clauses:

- References to the "**Clauses**" mean this Swiss Addendum as it amends the Standard Contractual Clauses.

- Clause 6 Description of the transfer(s) is replaced with:

"The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are those specified in the article 6.2 of this DPA where Swiss Data Protection Laws apply to the data exporter's processing when making that transfer."

c. References to "**Regulation (EU) 2016/679**" or "**that Regulation**" or ""**GDPR**" are replaced by "**Swiss Data Protection Laws**" and references to specific Article(s) of "**Regulation (EU) 2016/679**" or "**GDPR**" are replaced with the equivalent Article or Section of Swiss Data Protection Laws extent applicable.

c. References to Regulation (EU) 2018/1725 are removed.

c. References to the "**European Union**", "**Union**", "**EU**" and "**EU Member State**" are all replaced with "**Switzerland**".

c. Clause 13(a) and Part C of Annex I are not used; the "**competent supervisory authority**" is replaced by "**FDPIC**";

c. Clause 17 is replaced to state:

"*These Clauses are governed by the laws of Switzerland*".

h. Clause 18 is replaced to state:

"*Any dispute arising from these Clauses relating to Swiss Data Protection Laws will be resolved by the courts of Geneva (Switzerland). A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of Geneva (Switzerland). The Parties agree to submit themselves to the jurisdiction of such courts.*"

4. **Supplementary provisions for transfers of personal data subject to both the GDPR and Swiss Data Protection Laws**

   **4.1.** To the extent that the data exporter's processing of personal data is subject to both Swiss Data Protection Laws and the GDPR, or the transfer of personal data from a data exporter to a data importer under the Clauses is an "onward transfer" under both the Clauses and the Clauses as amended by paragraph 3 of this Addendum:

   a. for the purposes of Clause 13(a) and Part C of Annex I:

      **i.** the FDPIC shall act as competent supervisory authority with respect to any transfers of personal data to the extent Swiss Data Protection Laws apply to the data exporter's processing when making that transfer, or such transfer is an "onward transfer" as defined in the Clauses (as amended by this Addendum); and

      ii. subject to the provisions of the Annex B (UK Standard Contractual Clause), the supervisory authority identified in Annex A shall act as competent supervisory authority with respect to any transfers of personal data to the extent the GDPR applies to the data exporter's processing, or such transfer is an "onward transfer" as defined in the Clauses.

   b. the terms "**European Union**", "**Union**", "**EU**", and "**EU Member State**" shall not be interpreted in a way that excludes the ability of data subjects to bring a claim in their place of habitual residence Switzerland in accordance with Clause 18(c) of the Clauses.