

DATA ANALYSIS SERVICE

1 Introduction

This Appendix concerning the Data Analysis Service ("Appendix") becomes part of the Agreement between Nightingale and the Customer regarding Metabolomics Analyses when Customer purchases one or more of the following Services:

- i. Essential data analysis package;
- ii. Advanced data analysis package; and
- iii. Additional report.

Any term not otherwise defined herein shall have the meaning specified in the General Terms and Conditions.

2 Scope of the Data Analysis Service

Based on the Service Deliverables on Customer's Samples and the Clinical Data, Nightingale shall perform the data analysis to investigate the following research question(s):

[Customer specific content, to be specified]

3 Clinical Data

The Customer shall provide the following Clinical Data for each Sample for the purpose of performing the data analysis Service:

- a) *[Customer specific content, to be specified]*

The Customer provides access to the Clinical Data within one week of the date of the Order Form via secure web-based tool according to Nightingale's instructions.

Nightingale will destroy the Clinical Data after completing the Data Analysis Service.

4 Service Deliverables for Data Analysis Service

The Service Deliverables of the Data Analysis Service will be the following:

- a) *[Customer specific content, e.g. a report visualizing the findings to the research question defined in Section 2 of this Appendix.]*

Service Deliverables shall not include any other Nightingale's proprietary material and/or information including but not limited to methods, tools, processes, background material, spectral data or software.

5 Intellectual Property Rights related to Data Analysis Service

Subject to all applicable fees agreed upon in the Agreement Nightingale hereby assigns to the Customer title and intellectual property rights to the Service Deliverables. The assigned intellectual property rights shall not cover knowhow, ideas, concepts, residual information or the like ("Information"), and such Information can be freely used by both Parties. For the sake of clarity, associations between biomarkers and diseases or other health conditions are considered as Information.

The Customer grants Nightingale the right to use the Clinical Data and Service Deliverables for the purpose of performing the Data Analysis Service.