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WHEREAS scientists at the EMBL have developed a software called eSPC

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eSPC is an online tool to analyze biophysical data from fluorescence, microscale thermophoresis and differential scanning fluorimetry experiments. The modules from our data analysis platform contain classical thermodynamic models and clear user guidelines for the determination of dissociation constants (Kds) and thermal unfolding parameters such as melting temperatures (Tms).

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## 12. Data Protection

The Parties shall comply with (i) the European Regulation 2016/679 relating to the processing of personal data as of its date of application and (ii) any regulation relating to the processing of personal data applicable during the term of this Agreement (altogether, "Applicable Data Protection Legislation"). The Parties commit in particular to:

- (a) communicate to each other, personal data relating to data subjects only to the extent that the personal data have been legally collected and processed;
- (b) guarantee that they have duly informed data subjects in compliance with the Applicable Data Protection Legislation, and that, where required, they have obtained a valid consent from data subjects, in particular in relation to the processing made by the Parties for the purpose of this Agreement;
- (c) process the personal data for the sole purposes as strictly necessary for the performance of the Agreement and as strictly agreed by the Parties;
- (d) share the personal data collected and processed as a result of the Agreement only with third parties which would provide the same guarantees as the one defined hereunder;
- (e) refrain from transferring personal data with third parties located out of the European Economic Area without having first obtained the other Party's consent;
- (f) implement technical and organizational measures to ensure an adequate level of protection to the personal data processed; and

(g) delete all personal data after they are no longer necessary for the purpose of the Agreement or upon request of the other Party.

### 13. Governing Law

This Agreement shall be construed in accordance with the laws of Germany. Place of Jurisdiction shall be Mannheim.

### 14. General

The parties agree that this Agreement is the complete and exclusive agreement among the parties and supersedes all proposals and prior agreements whether written or oral, and all other communications among the parties relating to the subject matter of this Agreement. Failure by either party at any time to enforce any of the provisions of this Agreement shall not constitute a waiver by such party of such provision nor in any way affect the validity of this Agreement.

If any section or part of this Agreement is held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect, and the parties agree to negotiate in good faith to agree upon replacement language that expresses the parties' intent in a manner that is valid and enforceable.

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