

BIOSKRYB BASEJUMPER
END USER LICENSE AGREEMENT

Last updated: Jan 20th, 2023

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICE OFFERED BY BIOSKRYB GENOMICS, INC. (“BIOSKRYB”). BY ACCESSING OR USING THE SERVICE IN ANY MANNER, USER (DEFINED BELOW) AGREES TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL REFERENCED DOCUMENTS, THE “AGREEMENT”). IF USER HAS BEEN ACCESSING OR USING THE SERVICE PRIOR TO THE DATE ON WHICH THIS AGREEMENT IS FIRST PUBLISHED, THE CONTINUED USE OR ACCESS TO THE SERVICE WILL CONSTITUTE ACCEPTANCE BY USER AND THE TERMS OF THIS AGREEMENT WILL APPLY RETROACTIVELY TO SUCH PRIOR USE PERIOD.

YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT; IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ORGANIZATION OR ENTITY, REFERENCES TO USER IN THIS AGREEMENT, EXCEPT THIS SENTENCE, REFER TO THAT ORGANIZATION OR ENTITY. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICE IN ANY MANNER. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

This Agreement sets forth the basic terms and conditions under which a User may access the Service.

OVERVIEW

The Service is an online bioinformatics platform designed to enable the User to manage, analyze, visualize and collaborate on its User Data. User belongs to a Sponsor and may set up Projects (defined below) to utilize the Service, and may invite other Users to join Projects and undertake specific roles, subject to the terms of this Agreement. The Service includes features for User to Submit User Data, use Tools to analyze User Data, and generate Output. The Service also includes integrations with External Platforms.

1. DEFINITIONS

“Account” means User’s account(s) on the Service. For clarity, with respect to Sponsor, all Accounts created by Sponsor’s End Users are also considered Accounts of Sponsor.

“BioSkryb APIs” means the proprietary application programming interfaces (to the extent made available by BioSkryb) for User’s access to and use of the Service.

“Documentation” means the functional and technical user documentation provided in connection with the Service.

“End User” means an individual end user authorized by the Sponsor to access or use the Service.

“Export” means to copy, transmit, download, or export data out of the Service.

“External Platform” means any third-party software, software-as-a-service, data source or other product or service with which the Service may be integrated or connected.

“HIPAA” means the Health Insurance Portability and Accountability Act, as amended and supplemented.

“Laws” means all applicable international, federal, state, provincial, and local laws, regulations, and conventions, including without limitation, those related to data privacy (including HIPAA) and data transfer, international communications and the exportation of technical or personal data.

“Library Tools” means a collection of software functions/data made available by BioSkryb and released to Users within the Service. For clarity, no User Tool is a Library Tool.

“Module” means a designated set of features provided as part of the Service as described in the applicable Order Form.

“Order Form” means the order form entered into between the Sponsor and BioSkryb, which references this Agreement and sets forth, among others, the Service Term, Module, Service Description (including Library Tools), and storage.

“Output” means any results, Visualization, or other output generated or derived from User Data or User’s use of the Service (including the use of Tools therewithin).

“Protected Health Information” has the meaning given to such term in the HIPAA or any similar Laws.

“Service Description” means the description of the Service set forth in the Order Form.

“Service” means BioSkryb’s platform-as-a-service solution known as “BaseJumper” that is made available to User in connection with this Agreement (as more specifically described in the applicable Service Description), including any Modules specified on the applicable Service Descriptions, the Web UI and any related BioSkryb APIs provided hereunder.

“Sponsor” means the corporate or institutional customer of BioSkryb authorized to use the Service under an Order Form.

“Submit” means to input, upload or import User Data to the Service.

“Tools” means any analytical, computational or other tools, scripts, applications, software, or workflows, including Library Tools and other internal tools that BioSkryb may use to provide the Service.

“User Data” means any business information or other data of any type that is Submitted to the Service by or on behalf of User (including from External Platforms).

“User Materials” means (a) User Data and (b) User Tools approved by BioSkryb to be used in connection with the Service.

“User Tools” means third-party algorithms, workflows or bioinformatics tools used to manipulate or transform User Data that is provided before or after use on the Service. This also includes any other Tools that BioSkryb explicitly approves for User’s use in connection with the Service, such as those used to transfer data onto the Service.

“User” means the Sponsor and its End Users.

“Visualization” means a graphical representation of Output provide as a part of a Tool or Library Tools used to enhance User understanding of User Data.

“Web UI” means BioSkryb’s web-based user interface for accessing and administering the Service via a web browser.

2. BIOSKRYB SERVICE

2.1. Account. To access the Service, User must register for an Account using its business email associated with Sponsor. During the registration process, User will be asked to create a password. Each User is solely responsible for maintaining the confidentiality of such Account and its password, and each User accepts responsibility for all activities that occur under its Accounts (including those created by its End Users). Upon request, a User must also provide BioSkryb the name of the applicable User and Sponsor who authorized such User’s access to the Service. Each User agrees that all information that it provides to BioSkryb is true, accurate, complete, current, and not misleading, and that such User will keep it accurate and up to date at all times. If User believes that its Account is no longer secure, then User should immediately notify us at helpdesk@bioskryb.com.

2.2. Access to Service. User may access and use the Service via the Web UI or the BioSkryb APIs, as applicable, solely for its internal research purposes and in accordance with the terms and conditions of this Agreement and the Documentation. For clarity, the Service is not intended for clinical use and User is expressly prohibited from accessing or using the Service in connection with any clinical uses. BioSkryb may make changes and improvements to the Service and the applicable Documentation at any time without notice to user. Sponsor is solely responsible for its End User’s use and access to the Service.

2.3. Web UI. To the extent necessary for User’s access to or use of the Service, subject to all of the terms and conditions of this Agreement (including applicable Documentation), BioSkryb grants to User a limited, non-transferable, non-sublicensable, non-exclusive, revocable license during

the applicable Service Term to access and use the Web UI solely for the purpose of accessing or using the Service as authorized under the applicable Order Form.

2.4. API License. To the extent BioSkryb provides any BioSkryb API, and subject to and conditioned on User's compliance with this Agreement, BioSkryb hereby grants to User a personal, non-exclusive, non-sublicensable, non-transferable, revocable license during the Term to use the BioSkryb APIs in accordance with the Documentation, solely for the purposes of accessing and using the Service.

2.5. General Restrictions. Except as expressly permitted herein, User shall not (and shall not permit any third party to): (a) rent, lease, provide access to or sublicense the Service to a third party; (b) use the Service to provide or create, or incorporate the Service into, any similar service provided to a third party or otherwise directly expose the functionality of the Service to any third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Service, except to the extent expressly permitted by applicable law (and then only upon advance notice to BioSkryb); (d) copy or modify the Service (including any portion thereof) or any Documentation (including any underlying workflows, algorithms, procedures or hierarchies), or create any derivative work from any of the foregoing; (e) remove or obscure any proprietary or other notices contained in the Service (including any reports or data printed from the Service); (f) publicly disseminate information regarding the performance of the Service; (g) perform any benchmarking with respect to the Service; (h) adversely impact the speed, security or integrity of the Service (or any data contained within the Service); or (i) conduct any penetration testing or exploit or attempt to exploit any vulnerabilities in the Service. For clarity, the limitations set forth in this Section 2.5 shall also apply to any third-party technology (including third-party Tools) made available to User in connection with the Service.

2.6. Upgrade. Subject to the terms and conditions of this Agreement, User may upgrade or convert its access to or use of the Service to be on a fee-based basis as described in the corresponding Service Description, in which case any additional terms with respect to such fee-based version of the Service set forth in the Order Form or any additional Documentation will apply.

3. PROJECTS

3.1. Creation of Projects. User may create research or investigation projects or tasks under the workspace that is associated with the applicable Sponsor's Account (each, a "Project") and invite other End Users of the same Sponsor or Third-Party Users (with respect to such Third-Party Users, solely as explicitly permitted under Section 3.3) to collaborate with such Project.

3.2. Project Roles. [With respect to a Project, User with certain administrative privilege may allocate specific accessibility of the Service to other Users (including Third-Party Users as permitted under Section 3.3) involved in such Project by designating roles to such other Users.]

3.3. Third-Party Users. If so explicitly provided in the applicable Order Form, User of a Project ("Authorizing User") may invite unaffiliated third-party users of the BaseJumper service to collaborate on such Project (each such user invited, a "Third-Party User"). The Authorizing User is solely responsible for: (a) evaluating the risk of granting such Third-Party User access to the Authorizing User's Projects, and (b) separately entering into any terms it deems necessary with such Third-Party User regarding Third-Party User's use and contribution to the Projects (however, such terms may not conflict with the terms of this Agreement). The Authorizing User and each such Third-

Party User will be jointly and severally liable for any and all actions or inactions of such Third-Party User in connection with the conduct of the Project. For clarity, anything Submitted by a Third-Party User to a Project will be deemed to be User Materials of the applicable Authorizing User. Conversely, if User is invited by another unaffiliated user of the BaseJumper service to participate in a Project that such other user control, such User will be considered as the “Third-Party User” with respect to such other user, who will be the “Authorizing User” under the applicable End User License Agreement to which such other user is bound.

3.4. Project Transfer to Third-Party. A Sponsor (“Transferor”) may transfer a Project associated with its Account to another Sponsor (“Transferee”) by providing BioSkryb with written communication or other written documents (email suffices) between Transferor and Transferee unambiguously evidencing that both Transferor and Transferee agree to the transfer of the Project (including the assignment or allocation of any outstanding obligations that have accrued prior to such transfer). Upon confirmation by BioSkryb, BioSkryb will initiate the transfer of the Project from Transferor’s Account to Transferee’s. BioSkryb is not responsible for any data transmission or manipulation of User Data or Output by the User during or for the transfer of such Project.

4. TOOLS

4.1. Choice of Tools. User is solely responsible for determining which Tools to use with a Project and assessing the suitability of Tools and their configuration for User’s purposes. As between BioSkryb and User, User assumes all risk and liability regarding use of any Tools with the Service, including any use of or access to User Data by such Tools.

4.2. Library Tools. User may, in its sole discretion, elect to install and use Library Tools provided by BioSkryb under this Agreement within a Project. Library Tools are made available through the Service for User’s convenience, and User may be subject to additional terms and conditions (including Library Tool Terms) for its installation and use of such Library Tools. “Library Tool Terms” means any open-source license or additional terms or conditions posted in connection with a Library Tool.

By installing or using a Library Tool, User agrees to the applicable Library Tool Terms and agrees to pay any associated listed fees set forth on the relevant Order Form. Unless otherwise separately specified in the applicable Library Tool EULA, BioSkryb provides no warranty, support, indemnity or other obligations with respect to Library Tools and hereby disclaims any and all liabilities arising out of or in connection with the Library Tools or the use thereof by User. User will not to Export any Library Tools from User’s Account on the Service unless expressly permitted in the applicable Library Tool EULA.

5. EXTERNAL PLATFORMS

5.1. External Platform Accounts. The Service may support integrations with certain External Platforms. In order for the Service to communicate with such External Platforms, User may be required to input credentials for the Service to access and receive relevant information from such External Platforms. By enabling use of the Service with any External Platform, User authorizes BioSkryb to access User’s accounts with such External Platform for the purposes described in this Agreement. User is solely responsible for complying with any relevant terms and conditions of the

External Platforms and maintaining appropriate accounts in good standing with the providers of the External Platforms.

5.2. No Responsibility for External Platforms. User acknowledges and agrees that User is fully and solely responsible for its access to and use of any External Platform. User further acknowledges and agrees that BioSkryb has no control over any External Platform, and will have no liability whatsoever for any External Platform or any actions or inactions on the part of such third parties resulting in User's inability to use the Service to access or obtain data from any of its accounts on any External Platform. User further acknowledges and agrees that BioSkryb has no control over the reliability, accuracy, or completeness of any information or data submitted or obtained from an External Platform for use in connection with the Service. Except and only to the extent that as otherwise set forth in the applicable Service Description, BioSkryb does not guarantee that the Service will maintain integrations with any External Platform and BioSkryb may disable integrations of the Service with any External Platform at any time with or without notice to User.

6. USER MATERIALS

6.1. User Obligations.

(a) User shall ensure that User's use of the Service (and with respect to a Sponsor, its End Users' use of the Service) is at all times compliant with all Laws (including all privacy and data-protection Laws), and User's and BioSkryb's privacy policies and processes (including privacy policy made available at <https://www.bioskryb.com/privacy-policy/>).

(b) User is solely responsible for the accuracy, content and legality of all User Materials (including those Submitted by Third-Party Users) and for sharing User Materials as described in Section 3.3 (Third-Party Users). User represents and warrants to BioSkryb that User has all necessary rights, consents and permissions to collect, share and use all User Materials as contemplated in this Agreement (including granting BioSkryb the rights in Section 7.1 (Rights in User Materials)), and that no User Materials will violate or infringe (a) any third-party intellectual property, publicity, privacy or other rights, (b) any Laws, or (c) any terms of service, privacy policies or other agreement governing User's accounts with any External Platforms.

(c) User may not Submit to the Service any Protected Health Information without a valid Business Associates Agreement with BioSkryb ("BAA"), which BAA may be obtained via a request to support@BioSkryb.com.

6.2. Storage of User Data. In addition to disaster recovery measures described in the Documentation, the Service will store User Data under a Project for three (3) months after the last Output is generated for such Project. BioSkryb expressly disclaims any obligations with respect to maintaining archives or backups of User Data beyond such three-month period. Notwithstanding anything to the contrary, if User selects a longer storage period in the relevant Order Form, subject to User's payment of all applicable storage fees, BioSkryb will store User Data for such extended storage period.

7. OWNERSHIP

7.1. Rights in User Materials. As between the parties, subject to the licenses granted in this Agreement, User shall retain all right, title and interest (including any and all intellectual property

rights) in and to the User Materials as Submitted to the Service or otherwise provided to BioSkryb. By Submitting or otherwise providing any User Materials, User hereby grants to BioSkryb an irrevocable, non-exclusive, worldwide, royalty-free, fully paid right and license (with the right to sublicense through multiple tiers) to host, use, copy, store, transmit, publicly perform and display, reproduce, modify for the purpose of formatting for display, create derivative works as authorized in the Agreement, and distribute the User Materials, in whole or in part, to the extent necessary to provide the Service to or as directed by User.

7.2. BioSkryb Technology. As between the parties, BioSkryb exclusively retain all right, title, and interest (including any and all intellectual property rights) in and to the Service and Documentation. User acknowledges that it is obtaining only a limited right to the Service and that irrespective of any use of the words “purchase”, “sale” or like terms in this Agreement no ownership rights are being conveyed to User under this Agreement. User agrees that BioSkryb or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to all of the Service, Documentation, and any and all related and underlying technology and documentation (but excluding User Materials); and any derivative works, modifications or improvements of any of the foregoing, including as may incorporate Feedback (collectively, “BioSkryb Technology”). There are no implied licenses in this Agreement and BioSkryb reserves all rights to the BioSkryb Technology not granted expressly in this Agreement. Further, User acknowledges that the Service is an online, hosted solution. Professional services deliverables (if applicable) will be governed by a separate written agreement between Sponsor and BioSkryb.

7.3. Feedback. User, from time to time, may submit comments, thoughts, questions, suggestions or other feedback relating to the Service or any other BioSkryb product or service to BioSkryb (“Feedback”). User hereby grants BioSkryb an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services. BioSkryb will have no obligation to provide User with attribution for any Feedback you provide to us.

7.4. Service Data.

(a) General. User agrees that BioSkryb may obtain technical, derivative, analytics, metadata on assay performance on patient samples, and other data generated or derived from User’s use of the Service and Library Tools, including on an aggregated and de-identified basis (“Service Data”). For clarity, Output or any genetic information does not constitute Service Data.

(b) Ownership and Rights. As between the parties, BioSkryb exclusively own the Service Data, including any intellectual property rights associated therewith, and may use and share the Service Data to (i) research, develop, improve, support, provide and deliver BioSkryb’s existing products and services, including the Service and Library Tools, (ii) offer new products or services, and (iii) gain an understanding of the biological systems under study, in each case during and after the term of this Agreement. BioSkryb, however, may not identify User as the source of such Service Data without User’s prior written permission. User understands that by providing or making available any User Data or having its User Data processed hereunder, User acquires no rights in any research or commercial products that may be developed by BioSkryb or its collaborators. User understands and explicitly acknowledges that User is not entitled to and will not receive compensation for any research or commercial products that result from any Service Data or the Service’s use of User Data.

8. TERM AND TERMINATION; SUSPENSION

8.1. Term. This Agreement is effective beginning when you accept the Terms or first download, install, access, or use the Service and expires on the date of expiration or termination of all Service Terms ("Term"). Unless explicitly provided otherwise in an Order Form, the Service Term for such Order Form shall not exceed twelve (12) months. Notwithstanding anything to the contrary, BioSkryb may terminate this Agreement in its entirety or any Order Form at any time and for any or no reason; provided, however, that if the Service is provided on a fee-based basis, BioSkryb will refund User any pre-paid fees that are not used at the time of termination or expiration of this Agreement.

8.2. Termination for Cause. Either party may terminate this Agreement if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

8.3. Effect of Termination. Upon any expiration or termination of this Agreement or any Order Form, (a) User shall immediately cease any and all use of and access to the Service (including any and all related BioSkryb Technology) and delete (or, at BioSkryb's request, return) any and all copies of the Documentation and any other BioSkryb Confidential Information in its possession; and (b) upon receiving written request from User, BioSkryb will delete the relevant User Data from the Service and from any Library Tools made available to User. Unless this Agreement or any Order Form is terminated by BioSkryb pursuant to Section 8.2, BioSkryb will make the relevant User Data and Output available for download on an external platform after such termination or expiration and User may retrieve such User Data and Output within three (3) months of such termination or expiration. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.

8.4. Survival. The following Sections shall survive any expiration or termination of this Agreement: 2.5 (General Restrictions), 6.2 (Storage of User Data), 7 (Ownership), 8.3 (Effect of Termination), 8.4 (Survival), 9 (Warranty Disclaimer), 10 (Limitation of Remedies and Damages), 11 (Indemnification), 12 (Confidential Information) and 13 (General Terms).

8.5. Suspension of Service. Without limiting BioSkryb's termination or other rights hereunder, BioSkryb reserves the right with notice (email sufficient) to suspend User's access to the Service in whole or in part, without liability to User: (a) if User's account is thirty (30) days or more overdue; (b) for User's breach of Sections 2.5 (General Restrictions) or 6.1 (User Obligations); or (c) to prevent harm to other Users or third parties or to preserve the security, availability or integrity of the Service. If the User is using a free version, BioSkryb may suspend or terminate User's access to the Service at any time for any reason or no reason, with or without notice to User.

9. WARRANTY DISCLAIMER

(A) THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". NEITHER BIOSKRYB NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE,

FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. BIOSKRYB DOES NOT WARRANT THAT USER'S USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES BIOSKRYB WARRANT THAT IT WILL REVIEW THE USER MATERIALS FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN THE USER MATERIALS WITHOUT LOSS. BIOSKRYB SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF BIOSKRYB. USER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

(B) BIOSKRYB HAS NO LIABILITY OR RESPONSIBILITY, AND USER IS SOLELY RESPONSIBLE, FOR ASSESSING WHETHER THE SERVICE (INCLUDING BIOSKRYB'S EXPRESS SECURITY OBLIGATIONS) WILL MEET USER'S REGULATORY OR OTHER LEGAL OBLIGATIONS. BIOSKRYB DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR ANY TOOLS WILL ACHIEVE USER'S DESIRED RESULTS AND BIOSKRYB DISCLAIMS ALL LIABILITY OF ANY KIND FOR DECISIONS MADE BASED ON OUTPUT OR OTHER RESULTS OF THE SERVICE. BIOSKRYB HAS NO CONTROL OVER, AND WILL HAVE NO LIABILITY FOR, ANY ACTS OR OMISSIONS OF ANY THIRD-PARTY USERS OR THIRD-PARTY PROJECTS.

10. LIMITATION OF REMEDIES AND DAMAGES

10.1. Consequential Damages Waiver. NEITHER BIOSKRYB NOR ITS SUPPLIERS SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10.2. Liability Cap. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, BIOSKRYB'S AND ITS SUPPLIERS' ENTIRE LIABILITY TO USER OR ANY OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED, REGARDLESS OF THE NUMBER OF CLAIMS, ONE THOUSAND US DOLLARS (\$1,000.00).

10.3. Nature of Claims and Failure of Essential Purpose. The parties agree that the waivers and limitations specified in this Section 10 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. INDEMNIFICATION

User hereby indemnifies, defends, and holds harmless BioSkryb, its affiliates and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to (a) any User Materials, (b) User's use of any External Platform in connection with its access to or use of the Service, (c) any unauthorized use of, or misuse of, the Service, (d) any violation of any portion of

this Agreement, any representation, warranty, or agreement referenced in this Agreement, or any applicable Law, (e) sharing of User Materials with (or use thereof by) Third-Party Users or Third-Party Projects; (f) violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right, (g) any dispute or issue between User (and its Third-Party Users) and any third party, or (h) gross negligence and willful misconduct. BioSkryb reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by User (without limiting User's indemnification obligations with respect to that matter), and in that case, User agrees to cooperate with BioSkryb's defense of those claims.

12. CONFIDENTIAL INFORMATION.

User agrees that all code, inventions, know-how, business, technical and financial information it obtains from BioSkryb constitute the confidential information of BioSkryb ("Confidential Information"). Any BioSkryb Technology and performance information relating to the Service shall be deemed Confidential Information of BioSkryb without any marking or further designation. Except as expressly authorized herein, User will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. User may disclose Confidential Information to its employees, agents, contractors, and other representatives having a legitimate need to know, provided that such representatives are bound to confidentiality obligations no less protective of BioSkryb than this Section 12 and that User remains responsible for compliance by any such representative with the terms of this Section 12. User's confidentiality obligations shall not apply to information that User can document or demonstrate: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of User; (c) is rightfully obtained by User from a third party without breach of any confidentiality obligation by such third party; or (d) is independently developed by employees of User without using or referencing the Confidential Information. User may make disclosures to the extent required by law or court order, provided User notifies BioSkryb in advance and cooperates in any effort to obtain confidential treatment. User acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by User, BioSkryb shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

13. GENERAL TERMS

13.1. Assignment. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns. User may not assign this Agreement without BioSkryb's prior written consent. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 13.1 will be null and void.

13.2. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

13.3. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of North Carolina and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The

jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts located in Raleigh, North Carolina and both parties hereby submit to the personal jurisdiction of such courts.

13.4. Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

13.5. Notice. BioSkryb may provide any notice to User under this Agreement by: (a) posting a notice on the website or Service; (b) sending a message to the email address then associated with User's account, or (c) such other methods that BioSkryb deems reasonably appropriate under the circumstances. Notices BioSkryb posts on the website or Service will be effective upon posting and notices BioSkryb provides by email will be effective when BioSkryb sends the email, whether or not User actually receives the email. It is User's responsibility to keep its email address current and to check the website and Service periodically for updates. All notices to BioSkryb must be delivered to BioSkryb at its address stated in the applicable Order Form, listed on the website or Service, or at such other address designated by written notice. Notices provided to BioSkryb will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile; the day after being sent, if sent for next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested.

13.6. Amendments; Waivers. BioSkryb may amend, modify, or change this Agreement at any time. Any such amendment, modification, or change will become effective immediately once published at [insert link], except that, for existing Users, and with respect to material amendment, modification, or change, it will become effective 30 days after being published at [insert link]. If User does not agree to this Agreement as amended, modified, or changed, then User shall immediately cease its access to and use of the Service. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by User will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

13.7. Order of Precedence. In case of conflict between any provisions of this Agreement, the Order Form, or any other related document, the order of precedence of the documents is as follows, each listed document superseding in the event of any conflicting provision in a later listed document: (a) this Agreement including the exhibits; (b) the Order Form; and (c) any other document that makes specific reference to this Agreement. If User or BioSkryb submits Order Forms, invoices or other similar documents for accounting or administrative purposes or otherwise, no pre-printed or similar terms and conditions contained in any such form will be deemed to supersede or modify any of the terms and conditions of this Agreement.

13.8. Entire Agreement. This Agreement, including any Order Form, constitutes the complete and exclusive statement of the mutual understanding of the parties and supersedes all previous written and oral agreements and communications relating to the subject matter thereof.

13.9. Force Majeure. BioSkryb shall not be liable to User for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to unforeseen events that are beyond

the reasonable control of BioSkryb, such as a strike, blockade, war, armed conflict, act of terrorism, riot, natural disaster, pandemic, epidemic, quarantine, failure or diminishment of power or telecommunications or data networks or services, or refusal of a government agency to issue a license or otherwise blocks access to the Service.

13.10. Subcontractors. BioSkryb may use the services of subcontractors and permit them to exercise the rights granted to BioSkryb in order to provide the Service under this Agreement. BioSkryb remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement and (b) for the overall performance of the Service as required under this Agreement.

13.11. Subpoenas. Nothing in this Agreement prevents BioSkryb from disclosing User Data or Output to the extent required by law, subpoenas, or court orders, but BioSkryb will use commercially reasonable efforts to notify User where permitted to do so.

13.12. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

13.13. Independent Development. Subject to any obligations of confidentiality and to Sponsor's respective intellectual property rights, in no event shall BioSkryb be precluded or restricted from developing, using, marketing or providing for itself, or for others, materials that are competitive with the products and services of the Sponsor, irrespective of their similarity to any products or services offered by the Sponsor in connection with this Agreement. Sponsor hereby acknowledges that BioSkryb may already possess or have developed such materials. In addition, BioSkryb shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its business that are used or developed in the course of undertaking this Agreement by BioSkryb, and BioSkryb shall remain free to provide products and services to any client or prospective client, and to enter into to alliance, teaming or other arrangements with any third party (including competitors of the other party), so long as the terms of this Agreement are not violated.

13.14. Export Control. In its use of the Service, User shall comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (a) User represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (b) User shall not (and shall not permit any of its users to) access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (c) User shall not submit to the Service any information that is controlled under the U.S. International Traffic in Arms Regulations.

13.15. Government End-Users. Elements of the Service are commercial computer software. If the user or licensee of the Service is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement

227.7202 for military purposes. The Service was developed fully at private expense. All other use is prohibited.

13.16. No Support. Unless provided in the Order Form, BioSkryb is under no obligation to provide support for the Service. In instances where BioSkryb may offer support, the support will be subject to published policies.

13.17. International Use. The Service is intended for users located within the United States only. BioSkryb makes no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.

Contact Information. The Service is offered by BioSkryb Genomics, Inc., located at 2810 Meridian Parkway, Suite 110, Durham, NC 27713. Users may contact us by sending correspondence to that address or by emailing us at helpdesk@BioSkryb.com.