

## ILLUMINA CONNECTED INSIGHTS PRODUCTS LICENSE AGREEMENT (LOCAL)

THIS ILLUMINA CONNECTED INSIGHTS PRODUCTS LICENSE AGREEMENT (LOCAL) (TOGETHER WITH ANY SOFTWARE ADDENDA (AS DEFINED), THE “**AGREEMENT**”) DEFINES THE RIGHTS AND OBLIGATIONS OF ILLUMINA, INC. (TOGETHER WITH ANY OF ITS AFFILIATES THAT MAY SELL OR OTHERWISE PROVIDE THE SOFTWARE (AS DEFINED BELOW), “**ILLUMINA**”) AND THE “**CUSTOMER**” (AS DEFINED BELOW) REGARDING THE ILLUMINA SOFTWARE THAT HAS BEEN PURCHASED BY OR PROVIDED TO CUSTOMER (“**SOFTWARE**”). THIS AGREEMENT IS A MASTER AGREEMENT AND WILL BE ACCOMPANIED BY ONE OR MORE SOFTWARE SPECIFIC ADDENDA TO THIS AGREEMENT (EACH, A “**SOFTWARE ADDENDUM**”). THIS AGREEMENT, ANY APPLICABLE SOFTWARE ADDENDA, ANY QUOTATION RELATED TO THE SOFTWARE, ANY APPLICABLE SUPPLY OR SALE AGREEMENT COVERING THE SOFTWARE, AND ANY PRIVACY DOCUMENTS (AS DEFINED) CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES RELATING TO THE SOFTWARE.

PLEASE READ THE FOLLOWING LEGALLY BINDING TERMS CAREFULLY BEFORE USING OR ACCESSING THE SOFTWARE BY SELECTING THE ACCEPT OPTION, DOWNLOADING THE SOFTWARE, OR OTHERWISE ACCESSING OR USING THE SOFTWARE, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTOOD THE TERMS OF THE [ILLUMINA PRIVACY POLICY](#), WHICH DESCRIBES HOW ILLUMINA USES PERSONAL DATA FOR THE EXECUTION AND PERFORMANCE OF THE AGREEMENT.

THE TERM “**CUSTOMER**” REFERS COLLECTIVELY TO YOU, THE USER ACCEPTING OR OTHERWISE AGREEING TO THIS AGREEMENT AND THE ENTITY THAT YOU REPRESENT. THIS AGREEMENT IS EFFECTIVE AS OF THE DATE YOU CLICK TO ACCEPT THE AGREEMENT OR OTHERWISE PLACE AN ORDER WITH ILLUMINA REFERENCING THIS AGREEMENT (“**EFFECTIVE DATE**”). IF CUSTOMER IS ACCEPTING THIS AGREEMENT ON BEHALF OF AN ENTITY, CUSTOMER REPRESENTS AND WARRANTS THAT: (i) CUSTOMER HAS FULL LEGAL AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT; (ii) CUSTOMER HAS READ AND UNDERSTAND THIS AGREEMENT; AND (iii) CUSTOMER AGREES, ON BEHALF OF SUCH ENTITY, TO THIS AGREEMENT. IF YOU DO NOT HAVE THE LEGAL AUTHORITY TO BIND SUCH ENTITY, PLEASE DO NOT CLICK THE ACCEPT OPTION.

UNLESS SEPARATE TERMS AND CONDITIONS FOR THE SOFTWARE ARE EXPRESSLY AGREED TO IN WRITING BETWEEN CUSTOMER AND ILLUMINA THAT SUPERSEDES THIS AGREEMENT, THIS AGREEMENT WILL EXCLUSIVELY GOVERN CUSTOMER’S USE OF AND ACCESS TO THE SOFTWARE.

### 1. **Software License; Restrictions.**

- a. **Software License.** Subject to the terms and conditions of this Agreement and Customer’s payment of all applicable fees, during the Term (as defined below), Illumina hereby grants to Customer a limited, non-exclusive, revocable (for breach), non-transferable, non-sublicensable license to download the Software in object code only and use such Software for Customer’s internal research purposes only, and not for any other purpose. For the avoidance of doubt, Customer has no rights to reproduce or modify the Software or any information, or component therein. Notwithstanding anything to the contrary herein, all rights not specifically granted in this Section 1(a) or in a Software Addendum shall be reserved and remain always with Illumina. Customer will undertake that Customer will use the Software (including the transfer of data) only in strict compliance with all applicable laws, rules and regulations in the jurisdiction in which Customer is located, and, if applicable, the jurisdiction from which any sample originated.
- b. **RESTRICTIONS.** The software license granted in Section 1(a) specifically excludes any sublicense or resale rights to the Software or to its content, including, but not limited to, any results; any derivative use of the Software or its contents; or any use of data mining, robots, or similar data gathering and extraction tools with the Software. Except as expressly permitted in Section 1 or in a Software Addendum, Customer shall not:
  - (i) sub-license, rent, sell, lease, distribute, provide access to, or otherwise transfer the Software or any part thereof or use of the Software;

- (ii) use the Software for timesharing or service bureau purposes or otherwise use or allow others to use for the benefit of any third party;
  - (iii) reverse engineer, decompile, disassemble, or derive the source code or underlying ideas or algorithms of the Software or any portion thereof, or attempt to do any of the foregoing, except as required to be permitted by applicable law;
  - (iv) access, mine, or collect any data or other content available through the Software (excluding Data) through any technology or means other than those authorized by Illumina, including through the use of any automated means (other than Illumina provided APIs) such as robots, spiders, scrapers, or similar data gathering and extraction tools with the Software;
  - (v) use the data or other content available through the Software (excluding Data) as input to, or to train, artificial intelligence (AI) or machine learning (ML) models;
  - (vi) remove, circumvent, disable, damage, or otherwise interfere with security or other preventive features of the Software, or otherwise gain or attempt to gain unpermitted access by any means to, or otherwise cause harm to, any Illumina computer system, network, or database;
  - (vii) copy, modify, port, translate, localize or create derivative works of the Software;
  - (viii) use the Software or Data in a way that is either prohibited by applicable law or regulation, or contrary to ethical guidelines promulgated by established national and international ethics bodies;
  - (ix) negligently or intentionally or willfully propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data;
  - (x) remove or modify any acknowledgements, credits or legal notices contained on the Software or any part thereof;
  - (xi) file copyright or patent applications that include the Software or any portion thereof; or
  - (xii) use the Software to transmit, store, display, distribute, or otherwise make available any data that is illegal, defamatory, abusive, obscene, vulgar, fraudulent, false, misleading (directly or by omission or failure to update information), deceptive, promotes discrimination, harassing, is violent or promotes violence, or promotes illegal or harmful activities.
- c. **Order of Precedence.** In the event of a direct conflict between the terms of this Agreement and any Software Addendum, the terms of the Software Addendum shall control with respect to the specific Software offering, but not to any other Software. In the event of a direct conflict between any quotation and any terms of this Agreement, this Agreement shall control except as to (i) price of the Software, and (ii) term of the purchased Software. In the event of a direct conflict between different Software Addenda, the terms set forth in one Software Addenda shall apply to the Software described therein and the terms in the other Software Addenda shall apply to the applicable other Software. In the event of a direct conflict between this Agreement and any other sale or supply agreement applicable to the Software, the terms of this Agreement shall control with respect to the Software to which this Agreement relates.
- d. Customer is solely responsible for obtaining, installing and maintaining its own internal equipment, including any additional equipment required from Illumina such as a DRAGEN server, and communications services necessary to download and use the Software. Customer shall be solely responsible for any telephone charges, Internet access fees, and other such similar fees and expenses incurred by it through the download and use of the Software.

## 2. **FEES AND PAYMENT; TAXES.**

- a. Any fees payable by Customer to Illumina for download and use of the Software will be payable within 30 days of invoice from Illumina. In addition to any access or other fees identified in Customer's quotation. Customer's continued use of the Software will be automatically renewed on the same terms of Customer's last quotation for the Software provided by Illumina, and Illumina shall invoice Customer for the applicable fees for any renewal. If Customer does not pay all applicable fees (including in respect of genomic unit credits) within 30 days of invoice, Customer's license to the Software may be suspended or revoked in Illumina's sole discretion.
- b. Customer agrees that any applicable sales, use, excise, VAT (value added tax), GST (goods and services tax), withholding and other taxes will be calculated based on both the tax rates in effect on the date of download of the Software. Any amounts for tax listed on a quotation, if any, are for reference purposes only and are not binding

on Illumina. All prices and other amounts payable to Illumina are exclusive of and are payable without deduction for any taxes, customs duties, tariffs or charges hereafter claimed or imposed by any governmental authority upon the sale of Software, all of which will be paid by Customer. In the event Illumina is required by law or regulation to pay any such tax, duty or charge, such amount will be added to the purchase price or subsequently invoiced to the Customer.

### 3. **OWNERSHIP; FEEDBACK.**

- a. **Ownership.** The Software is and shall remain proprietary material of Illumina and/or its suppliers. Illumina and/or its suppliers shall retain ownership of all patents, copyrights, trademarks, trade names, trade secrets, and other intellectual property rights in the Software and any components thereof. Except for the limited license provided in Section 1, Customer shall have no right, title, or interest in or to the Software. Customer agrees to inform Illumina promptly of any infringement or other improper action with respect to the Illumina intellectual property that comes to Customer's attention. Illumina reserves all rights in its intellectual property that are not expressly granted in the Agreement, and no licenses are granted by Illumina to Customer under the Agreement, whether by implication, estoppel or otherwise, except as expressly set forth herein.
- b. **Feedback.** In the event Customer provides any feedback, suggestion, or recommendation of any kind regarding the Software ("**Feedback**"), Customer hereby grants to Illumina and its affiliates an irrevocable, non-exclusive, royalty-free, perpetual, worldwide, assignable, sublicensable, transferable license to use, modify, prepare derivative works of, publish, distribute and sublicense such Feedback for all purposes, and Customer irrevocably waives, and causes to be waived, against Illumina or its other users any claims and assertions of any moral rights contained thereto. Any feedback Customer submits to Illumina will be considered non-confidential and non-proprietary to Customer.

### 4. **THIRD PARTY CONTENT; THIRD PARTY PROGRAMS.**

- a. "**Third Party Content**" means any content within the Software that is either provided by third parties, or made available on third party websites and linked to or otherwise used in connection with the Software. Customer acknowledges that all of the intellectual property rights in the Third Party Content are owned by the third party who created and/or provided such Third Party Content, and that additional terms may apply to and govern Customer's access to and use of this Third Party Content. Customer is not authorized under this Agreement to use that Third Party Content except as expressly permitted herein and as set forth in a Software Addendum to this Agreement. Except as otherwise provided in a Software Addendum, any rights Customer has in the Third Party Content of others must be agreed upon by Customer and the owner of such Third Party Content. Customer agrees that Illumina will not be responsible for any loss or damage incurred as the result of Customer's dealings with any Third Party Content owner. Customer acknowledges and agrees that (i) Illumina is not responsible for any such Third Party Content, (ii) Illumina makes no guarantees about the accuracy, currency, suitability, or quality of the information in such Third Party Content, and (iii) Illumina assumes no responsibility for any unintended, objectionable, inaccurate, misleading, or unlawful Third Party Content.
- b. **Third Party Programs.** The Software may contain third party software for which Illumina is required to provide attribution ("**Third Party Programs**"). Some of the Third Party Programs are available under open source or free software licenses. This Agreement does not alter any rights or obligations you may have under those open source or free software licenses. Any rights Customer may have under Third Party Programs will be set forth in the Software's READ ME file, in its Documentation, or otherwise including in the Software's "Help" or "About" box.

### 5. **LIMITED WARRANTY.**

ILLUMINA REPRESENTS AND WARRANTS THAT THE SOFTWARE WILL FUNCTION, IN ALL MATERIAL RESPECTS, SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION FOR A PERIOD OF SIX MONTHS FOLLOWING CUSTOMER'S INITIAL DOWNLOAD OF THE SOFTWARE. IF THE SOFTWARE FAILS TO FUNCTION AS WARRANTED, CUSTOMER AGREES TO INFORM ILLUMINA IN WRITING (INCLUDING SOLELY BY EMAIL) AND ILLUMINA WILL USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE REPORTED ISSUE. IF ILLUMINA IS UNABLE TO CORRECT THE ISSUE WITHIN THIRTY (30) DAYS FROM THE DATE CUSTOMER REPORTS THE ISSUE TO ILLUMINA, CUSTOMER

MAY TERMINATE THIS AGREEMENT AND ILLUMINA WILL REFUND THE FEES PRE-PAID BY CUSTOMER TO ILLUMINA FOR ACCESS TO THE SOFTWARE FROM THE TERMINATION DATE THROUGH THE END OF THE TERM, UNLESS SUCH ISSUE WAS CAUSED BY CUSTOMER'S ABUSE OF THE SOFTWARE OR DUE TO CUSTOMER'S INABILITY TO ACCESS THE INTERNET OR DUE TO FACTORS BEYOND ILLUMINA'S REASONABLE CONTROL (I.E., AND WITHOUT LIMITATION, NATURAL DISASTER, WAR, ACTS OF TERRORISM, OR A POWER OR NETWORK FAILURE AT CUSTOMER'S SITE). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 5, ILLUMINA AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE OR SOFTWARE PROVIDED IN CONNECTION WITH THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINA, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS SHALL CREATE ANY NEW WARRANTIES. ILLUMINA DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SOFTWARE IS NOT INTENDED BY ILLUMINA, AND HAS NOT BEEN DESIGNED BY ILLUMINA, TO BE USED FOR PATIENT CARE PURPOSES, INCLUDING WITHOUT LIMITATION, USE IN DIAGNOSING OR TREATING PATIENTS. "DOCUMENTATION" IS DEFINED AS MANUALS AND OTHER WRITTEN MATERIALS MADE AVAILABLE BY ILLUMINA THAT ARE RELATED TO THE FEATURES AND FUNCTIONS OF THE SOFTWARE.

**6. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT INDEMNIFICATION.**

- a. Illumina Indemnity. Subject to the terms and conditions of this Agreement, Illumina will defend, indemnify, and hold Customer harmless against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that the Software, when used in accordance with this Agreement, and in accordance with the Documentation, infringes the valid and enforceable intellectual property rights of a third party. Illumina's indemnification obligations are conditioned upon Customer: (i) promptly notifying Illumina in writing of such claim or action; (ii) giving Illumina exclusive control and authority over the defense and settlement of such claim or action; (iii) not admitting infringement of any intellectual property right without prior written consent of Illumina; (iv) not entering into any settlement or compromise of any such claim or action without Illumina's prior written consent; and (v) providing reasonable assistance to Illumina in the defense of the claim or action; provided that Illumina reimburses Customer for Customer's reasonable out-of-pocket expenses incurred in providing such assistance. Customer shall be obliged to mitigate Customer's losses insofar as is reasonable in the circumstances.
- b. Exclusions. Illumina's indemnification obligations set forth in Section 6(a) do not apply to the extent a third party claim is caused by, or arises from Customer's (or Customer's agent's): (i) use of the Software in any manner or for any purpose inconsistent with this Agreement; (ii) use of the Software in any manner not in accordance with the Documentation; (iii) use of the Software in combination with any other products, software, materials, or services not supplied by Illumina; (iv) use of the Software to perform any assay or other process not supplied by Illumina; (v) Illumina's compliance with specifications or instructions furnished by, or on behalf of, Customer; (vi) Customer's breach of any of the terms and conditions of this Agreement; (vii) use of stand-alone third party goods, software, or services that may be acquired or used with the Software; (viii) use of the Software in any manner or for any purpose that requires rights to third party intellectual property; (ix) continued allegedly infringing activity after being notified thereof and being provided with modifications that would have avoided the alleged infringement; or (x) unauthorized modification of the Software.
- c. Remedies. If the Software or any part thereof, becomes, or Illumina reasonably believes may become, the subject of an infringement claim, Illumina will have the right, at its option, to (i) procure for Customer the right to continue using the Software, (ii) modify or replace the Software with a substantially equivalent non-infringing substitute, or (iii) terminate the rights, license, and any other permissions provided to Customer with respect to the Software and refund to Customer a pro-rata amount of the fees paid by Customer to Illumina for access to the Software through the date a third party claim occurs for the allegedly infringing Software.
- d. THIS SECTION 6 IS A COMPLETE STATEMENT OF CUSTOMER'S REMEDIES FOR THIRD PARTY CLAIMS FOR INFRINGEMENT AS DESCRIBED IN SECTION 6(A) AND STATES THE ENTIRE LIABILITY OF ILLUMINA FOR ANY SUCH

## INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

**7. CUSTOMER'S DATA; UNDERTAKINGS.**

- a. Ownership. Customer shall own all right, title and interest in and to the Data. "Data" means all information, files, or Data that is uploaded by Customer, provided by Customer, stored by Customer, or created by Customer within the Software, including genomic information generated by sequencing instruments, further analysis or processing conducted on such information, and the results generated from the Software.
- b. License to Data. Customer hereby grants to Illumina, its affiliates, and its third party service providers a non-exclusive, fully paid-up, royalty-free, worldwide, irrevocable, perpetual right and license, with the right to sublicense, to access and use the Data, in each case, to the extent permitted by law, (i) to provide technical support related to the Software, and (ii) to collect and retain non-personally identifiable statistical and meta data (which, for clarity, excludes Data) for use by Illumina to improve Illumina's software offerings. In the event that Illumina needs to access the Data to provide reporting, respond to any technical problems, queries, or requests from Customer, Customer will ensure that Illumina is permitted to do so in accordance with applicable law.
- c. Responsibility for Data. Customer acknowledges and agrees that Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use Data. Customer represents and warrants that Customer owns or has provided or obtained the necessary disclosures, permissions, rights, and consents to use, and authorize the use of, the Data as described herein under all applicable laws, and that Customer's use of Data and results is solely Customer's responsibility. Illumina expressly disclaims any liability for Data and content transmitted through or stored, temporarily or permanently, on Illumina owned or operated networks or any server and for the actions of omission of Customer with respect to such Data and content.

- 8. DATA DISCLAIMER; INDEMNITY.** CUSTOMER EXPRESSLY RECOGNIZES THAT ILLUMINA DOES NOT CREATE OR ENDORSE ANY DATA PROCESSED BY OR USED IN CONJUNCTION WITH THE SOFTWARE PROVIDED HEREUNDER. IT IS CUSTOMER'S RESPONSIBILITY TO ENSURE CUSTOMER HAS OBTAINED ALL NECESSARY PERMISSIONS AND CONSENTS (INCLUDING, WITHOUT LIMITATION, ALL CONSENTS FROM HUMAN SUBJECTS) TO USE AND TRANSMIT THE DATA ON OR THROUGH THE SOFTWARE. CUSTOMER FURTHER ACKNOWLEDGES AND UNDERTAKES THAT CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR CONDUCTING ROUTINE BACKUPS AND ARCHIVING OF DATA. CUSTOMER ACKNOWLEDGES THAT ILLUMINA HAS NO RESPONSIBILITY TO MONITOR OR SCREEN THE DATA FOR COMPLIANCE WITH ANY LAW OR REGULATION OR FOR ANY OTHER PURPOSE. Customer shall, at Customer's own expense, indemnify, defend, and hold Illumina, its affiliates, and their respective officers, directors, employees, agents and representatives harmless from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) incurred by reason of Illumina's strict compliance with Customer's express instructions with respect to the ownership, custody, processing or disposition of the Data by Illumina, as applicable.

- 9. LIMITATION OF LIABILITY.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ILLUMINA OR ITS SUPPLIERS BE LIABLE TO CUSTOMER, CUSTOMER'S EMPLOYEES OR REPRESENTATIVES OR TO ANY THIRD PARTY IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, STRICT LIABILITY, BREACH OF STATUTORY DUTY, OR OTHERWISE DUE TO, UNDER AND/OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IF AND TO THE EXTENT THAT THE LOSS OR DAMAGE IN RESPECT OF WHICH SUCH LIABILITY ARISES OR IS CLAIMED TO ARISE FALLS WITHIN ANY OF THE FOLLOWING CATEGORIES: LOSS OF PROFITS, LOSS OF OR CORRUPTION OR DAMAGE TO DATA, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER OR NOT ILLUMINA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, CORRUPTION OR DAMAGE AND WHETHER OR NOT SUCH LOSS, CORRUPTION OR DAMAGE IS FORESEEABLE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CUMULATIVE LIABILITY OF ILLUMINA FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE GREATER OF: THE TOTAL FEES PAID BY CUSTOMER TO ILLUMINA FOR THE SOFTWARE GIVING RISE TO SUCH LIABILITY DURING THE PREVIOUS TWELVE

(12) MONTHS BEFORE THE CLAIM, OR ONE THOUSAND DOLLARS (USD \$1,000).

## 10. TERM AND TERMINATION.

- a. Term. With respect to each Software purchased by the Customer, Customer's license to use the Software will commence upon the Effective Date and will continue for the period set forth in the quotation or invoice for access to the Software (with respect to each such Software, the "Term"). Customer agrees that if Customer does not purchase additional use of such Software following the expiration of the Term, Illumina may suspend or terminate the license to the Software purchased by Customer upon the expiration of the Term. The Term may be extended for additional periods upon written agreement of Customer and Illumina and payment of applicable fees.
- b. Termination or Suspension by Illumina. Without prejudice to any other right or remedy available to Illumina, Illumina may suspend or terminate Customer's Software license subject to this Agreement without liability if (i) Customer materially breaches this Agreement or any Software Addendum, or (ii) if Customer becomes insolvent, ceases to do business as a going concern or if a petition has been filed by or against Customer under any bankruptcy, insolvency or similar law or Customer makes an assignment for the benefit of creditor.
- c. Effect of Termination. With respect to any Software purchased by Customer, upon termination or expiration in accordance with this Agreement and any applicable Software Addendum, the Term with respect to such Software and Customer's license to use such Software will cease immediately; provided, however, that all fees owed by Customer to Illumina in respect of such Software at the date on which termination takes effect will become immediately due and payable. The following provisions shall survive the expiration and termination of this Agreement: Sections 3 (Ownership), 5 (Limited Warranty), 6 (Intellectual Property Rights Infringement Indemnification), 7 (Customer's Data; Undertakings), 8 (Data Disclaimer; Indemnity), 9 (Limitation of Liability), 10.c (Effect of Termination), 15 (General), and any provision identified in a Software Addendum as surviving such Termination.

## 11. PRIVACY.

- a. Definitions. For the purposes of this Section 11, "Data Protection Laws" means any and all applicable laws, regulations and any other applicable legislation and regulatory requirements in force relating to data protection, privacy, and information security, including but not limited to, the European General Data Protection Regulation ("GDPR"), the US Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Privacy and Security Rules, 45 C.F.R. Parts 160-164, and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), P.L. No. 111-005, Part I, Title XIII, Subpart D, 13401-13409, each as amended from time to time and as applicable to the Parties relating to the use of Personal Data. In this Agreement, the terms "Data Subject", "Personal Data" and "Process/Processing" shall have the same meaning as set out under Data Protection Laws, or where not specifically defined under Data Protection Laws, the same meaning as analogous terms in those Data Protection Laws.
- b. Use of the Software. Customer understands and agrees that Customer's use of the Software may involve, at Customer's discretion, Customer's uploading, transmission of, creation of, or modification of Data which may include, without limitation, Personal Data. Customer will take appropriate administrative, physical, technical and organizational measures to prevent providing the name, date of birth, address, social security, government issued identification number, or any other information that could directly or indirectly identify the Data Subject whom any Personal Data was derived. In the event that Personal Data is uploaded, transmitted, created or modified by Customer in Customer's use of the Software, Customer will: (i) only Process the minimum amount of Personal Data as is necessary for Customer's lawful and ethical intended use of the Service, (ii) retain control of the Personal Data and remain responsible for the Processing instructions Customer gives to Illumina and for Customer's compliance obligations under the applicable Data Protection Laws, including providing any notices to and obtaining any consents from Data Subjects which may be required to Process Personal Data through the Software, and (iii) not Process Personal Data in violation of the Data Protection Laws.
- c. Processing By Illumina. Customer acknowledges and agrees that any Processing of Personal Data related to the



Software shall be governed by [Illumina Data Processing Addendum for Cloud Services and Tech Support and Maintenance Services](#) (“DPA”), as updated or amended from time to time. Customer agrees that [Illumina Privacy Policy](#), as updated or amended from time to time, describes how Illumina Processes Personal Data for the execution and performance of this Agreement. Customer shall be responsible for providing relevant Data Subjects (e.g., signatories, representatives, employees) with Illumina Privacy Policy.

- d. **HIPAA.** To the extent that Illumina will be processing Protected Health Information (“PHI”) of Customer, Customer may not transfer to the Software any PHI unless Customer has entered into a business associate agreement governing the transfer of such PHI. Upon Customer’s request, Illumina will negotiate in good faith for a commercially reasonable business associate agreement that would govern the transfer of such PHI into the Software. Upon mutual execution of such business associate agreement, such business associate agreement will be incorporated by reference into this Agreement. If Customer wishes to negotiate such a business associate agreement, please contact Illumina at [privacy@illumina.com](mailto:privacy@illumina.com).
12. **AUDIT.** For the purposes of this Agreement, Customer will keep complete and accurate books and records (in either paper or electronic format) concerning its download and use of the Software for at least three (3) years following the year to which they pertain. During the Term and for one (1) year after the Term, upon at least thirty (30) days prior written notice, Illumina or its representative may, at Illumina’s expense and not more than once per year, audit, copy, take notes about, and/or receive (or be provided access to) electronic and computer files of Customer’s books and records related to Customer’s download and use of the Software to verify Customer’s compliance with this Agreement. At Customer’s written request, Illumina shall cause its representative to enter into a confidentiality agreement acceptable to Customer obligating such representative to retain all such information in confidence pursuant to such confidentiality agreement. The audit will take place at Customer’s location or at a U.S. location if Customer’s books and records are maintained outside the U.S., in the presence of Customer’s personnel or representative. Customer shall also make available personnel or representatives that may be reasonably required to provide additional records or other requested information to Illumina or its representative related to the audit. Any audits will be performed during normal business hours. If it is determined as a result of an audit that Software license fees were underpaid, Customer shall pay Illumina the under-reported amount, plus interest the original due date, within thirty (30) days after written notice from Illumina. Interest will be at the prime rate plus 1% per year will be due for any applicable fees found due and not paid. The prime rate will be determined by the rate listed in the Wall Street Journal on the first day of the month. Additionally, if the audit discloses that: (a) Software license fees in any reporting period were under-reported by 5% or more; or (b) Customer has committed a material breach of this Agreement, Customer will reimburse Illumina for the reasonable out-of-pocket costs of the audit, including all fees, costs, and expenses incurred in connection with the audit. For the avoidance of doubt, any use of the Software beyond the scope of the license granted in Section 1 will be deemed a material breach. The rights granted in this section will be in addition to any additional rights or remedies granted to Illumina under this Agreement.
13. **U.S. GOVERNMENT END USERS.** If Customer is a branch agency or instrumentality of the United States Government, the following provision applies. The Software is a “commercial item” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202 (as applicable). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all United States Government end users acquire the software and Software with only those rights set forth herein.
14. **EXPORT LAW.** The Software, any related technology, or information provided to Customer is subject to restrictions and controls imposed by U.S. export control laws and regulations and may be subject to applicable export or import laws and regulations in other countries. Customer agrees not to export, re-export, transfer, distribute, release, or use the Software, any related technology, or information provided to Customer into any country or to any person or entity, or in any manner in violation of such controls or any other laws or regulations of any country, state or jurisdiction. Customer agrees to strictly comply with all such laws and regulations and acknowledge that Customer has the sole responsibility to obtain such licenses to export, re-export or import as may be required.
15. **GENERAL.** This Agreement is governed by the laws of the State of California in the United States of America, without regard to its conflict of laws principles. The federal and state courts of San Diego County in California will



**Title: Illumina Connected Insights Products  
License Agreement  
(Local)**

have exclusive jurisdiction of, and venue in, in any dispute arising out of or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If any provision of this Agreement is held to be unenforceable, that provision will be removed, and the remaining provisions will remain in full force. This Agreement (including any Software Addenda hereto), any quotation and the Privacy Documents are the complete and exclusive statement of the agreement between Customer and Illumina with respect to the subject matter of this Agreement, and supersedes any proposal or prior agreement, oral or written, and any other communications between Customer and Illumina in relation to the subject matter of this Agreement. The relationship between Customer and Illumina is that of independent contractors. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. Customer agrees that Illumina may delegate or subcontract any or all of its rights and obligations under this Agreement to one or more of its affiliates and subsidiaries. Illumina invoices and other documentation may come from an Illumina affiliate or subsidiary and Customer will honor those just as if they came directly from Illumina. There are no third party beneficiaries to this Agreement and no term hereunder is enforceable under any law or regulation by a person or entity who is not a party to these terms. This Agreement may not be assigned by Customer without Illumina's prior written consent. Illumina may freely assign this Agreement.

*Last Updated: April 12, 2024*



SOFTWARE ADDENDUM TO ILLUMINA CONNECTED INSIGHTS PRODUCTS LICENSE AGREEMENT (LOCAL)

Illumina Connected Insights – Research – Local

THIS SOFTWARE ADDENDUM (THIS, “ADDENDUM”) TO THE ILLUMINA CONNECTED INSIGHTS PRODUCTS LICENSE AGREEMENT (LOCAL) (THE “AGREEMENT”) IS BETWEEN ILLUMINA, INC. AND CUSTOMER. THIS ADDENDUM IS INTENDED TO IDENTIFY ADDITIONAL RIGHTS AND OBLIGATIONS OF THE PARTIES THAT ARE APPLICABLE TO THE USE OF THE SOFTWARE IDENTIFIED IN THE TITLE OF THIS ADDENDUM (THE “SUBJECT SOFTWARE”). THE TERMS OF THIS ADDENDUM SHALL ONLY APPLY TO ILLUMINA AND CUSTOMER AND SHALL ONLY APPLY TO THE SUBJECT SOFTWARE, AND TO NO OTHER SOFTWARE OR OTHER OFFERINGS OF ILLUMINA. THE ACCEPTANCE OF THIS ADDENDUM AND THE AGREEMENT IS A CONDITION TO ILLUMINA PROVIDING THE SUBJECT SOFTWARE. CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN THERETO IN THE AGREEMENT. THIS ADDENDUM DOES NOT CONTAIN ALL TERMS APPLICABLE TO THE SUBJECT SOFTWARE. THIS ADDENDUM SHALL HAVE NO FORCE OR EFFECT UNLESS CUSTOMER ALSO ACCEPTS AND IS BOUND BY THE AGREEMENT. THE TERMS SET FORTH IN THE AGREEMENT AND THE OTHER DOCUMENTS REFERRED TO HEREIN, TOGETHER WITH THIS ADDENDUM, CONTAIN THE COMPLETE AGREEMENT BETWEEN THE PARTIES. BY ACCEPTING THIS DOCUMENT, CUSTOMER REPRESENTS AND WARRANTS THAT: (i) CUSTOMER HAS FULL LEGAL AUTHORITY TO BIND CUSTOMER TO THIS ADDENDUM; (ii) CUSTOMER HAS READ AND UNDERSTAND THE AGREEMENT AND THIS ADDENDUM; (iii) THIS ADDENDUM SUPPLEMENTS THE TERMS APPLICABLE TO CUSTOMER UNDER THE AGREEMENT, AND (iv) CUSTOMER AGREES TO BE BOUND BY THIS ADDENDUM.

1. **SOFTWARE LICENSE.** Without limiting the terms set forth in Section 1(a) of the Agreement, Customer may (i) use the Subject Software as provided herein solely to upload, analyze, and create reports; and (ii) use the reports and analysis generated through the Subject Software for Customer’s Research Use. “**Research Use**” means use for Customer’s internal research, specifically excluding any use that (a) requires new grants of rights or a new license to any Illumina-owned intellectual property rights, (b) is the separation, extraction, or isolation of the Processes (as defined below) or other unauthorized analysis of the Subject Software, or (c) gains access to or determines the Processes or the methods of operation of the Subject Software. Customer will undertake that Customer will use the Subject Software only in strict compliance with all applicable laws, rules and regulations in the jurisdiction in which Customer and any sample provider are located. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SUBJECT SOFTWARE IS NOT INTENDED BY ILLUMINA, AND HAS NOT BEEN DESIGNED BY ILLUMINA, TO BE USED FOR PATIENT CARE PURPOSES, INCLUDING WITHOUT LIMITATION, USE IN DIAGNOSING OR TREATING PATIENTS. “**Processes**” means, with respect to the Subject Software, certain confidential and proprietary processes for intuitive and intelligent annotation, filtering, or other proprietary processes.
2. **RESTRICTIONS.** Without limiting the terms set forth in Section 1(b) of the Agreement, with respect to the Subject Software, Customer agrees to install such Subject Software only on Customer’s DRAGEN Server that is accessible only by Customer (and not on any public network or server), and where the DRAGEN Server is owned, leased, or otherwise substantially controlled by Customer. “**DRAGEN Server**” means a DRAGEN secondary analysis on-premise server purchased by Customer from Illumina, which includes DRAGEN secondary analysis on-premise servers included on-board an Illumina sequencing instrument.
3. **FEES AND PAYMENT; MONITORING.** Customer will be responsible for purchasing from Illumina a sufficient quantity of genome equivalent sample credits regarding the number of samples Customer analyzes using the Subject Software, as further set forth in the applicable quotation from Illumina. If Customer uses all of its purchased genome equivalent sample credits through its use of the Subject Software, the Subject Software will not analyze additional samples until Customer purchases additional sample credits from Illumina.
4. **THIRD PARTY COMPONENTS.** The Subject Software includes third party software (“**Third Party Programs**”). Some of the Third Party Programs are available under open source or free software licenses. Neither this Addendum nor the Agreement alters any rights or obligations you may have under those open source or free software licenses. The licenses that govern the terms and conditions of use of the Third Party Programs included in the Subject Software are identified in the “README” file relating to the Subject Software which Illumina has provided to Customer. The “README” file contains copyright statements for the various open source software components (or portions thereof) that are distributed with the Subject Software.

5. **ADDITIONAL TERMS FOR THIRD PARTY CONTENT.** Specific terms applicable to certain Third Party Content may be included below in Appendix 1 to this Addendum, and Customer acknowledges and agrees that, notwithstanding anything to the contrary in the Agreement or any other arrangement Customer may have with Illumina, the applicable terms in Appendix 1 will apply to and govern with respect to Customer access and use of such Third Party Content.
  
6. **REGULATORY.** The Subject Software is software that connects users with tools and external genetic databases that allow the user to upload, arrange, and visualize genetic sequencing data (“**NGS Data**”). Connection to external genetic databases also enables users to annotate genetic data and create custom reports. The information generated in those reports or otherwise displayed in the Subject Software is intended for use solely as an aid in the user’s separate and independent interpretation of the NGS Data. The Subject Software is provided for Research Use only and is **NOT** intended as a diagnostic tool or to be used as a substitute for the professional judgment of laboratories or other healthcare professional. Customer hereby acknowledges and agrees that: (i) the Subject Software has not been approved, cleared, or licensed by any regulatory entity whether foreign or domestic for any specific intended use, including, but not limited to, as clinical decision support software; (ii) Customer will comply with applicable law, ethical guidelines promulgated by established national and international ethical bodies, and the terms of this Agreement when using or maintaining the Subject Software; and (iii) Customer is responsible for and must ensure that Customer has any regulatory approvals that are necessary for any uses of the Subject Software other than Customer’s Research Use. Illumina intends that its products be used only in a lawful and ethical manner. Customer assumes the sole risk and liability if Customer chooses to use the Subject Software for any purpose outside the terms of this Agreement, including for any purpose other than the conduct of research.
  
7. **DPA.** For the purpose of this DPA, the processing description for Technical Support and Maintenance Services (Schedule 1) and the list of sub-processors for Technical Support and Maintenance Services (Schedule 2) apply with respect to the Subject Software.
  
8. **Trial Version.** If agreed in writing by Illumina, including if Illumina approves and issues a free trial license key, Customer may receive limited, free trial access to the Subject Software (“**Free Trial**”), subject to the terms and conditions of this Addendum and the Agreement, before submitting an order for purchasing a license to the Subject Software. During the Free Trial, Customer may, itself or by sending to Illumina first, analyze up to ten cases’ worth of de-identified samples and tumor-normal pairs (“**Trial Data**”), or up to the maximum Trial Data specified in Customer’s no-fee quotation or otherwise agreed between the parties, and Customer may exercise the rights granted in this Addendum and the Agreement solely for the purpose of analyzing and creating reports using the Trial Data, and not any other Data. Customer warrants, represents, and covenants that: (a) the Trial Data will have been obtained under informed subject consent and with approval of all applicable institutional review boards and other research oversight committees for use consistent with this Agreement; (b) Customer has the right to provide the Trial Data to Illumina for use in accordance with this Agreement; and (c) all Trial Data will have been de-identified and anonymized, and will not contain, or be transmitted with, personally identifiable subject information. At any time during the Free Trial, Customer may purchase access to the Subject Software by placing an order with Illumina. Customer’s continued use of the Subject Software following the Free Trial is subject to the terms and conditions of this Agreement and this Addendum. **NOTWITHSTANDING ANYTHING TO THE CONTRARY THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ILLUMINA DOES NOT PROVIDE ANY WARRANTY, SUPPORT OR INDEMNIFICATION OF ANY KIND WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL.**

**Appendix 1 to Software Addendum for Illumina Connected Insights – Research - Local****Third Party Content – Specific Terms**

The following additional terms apply to the use of certain Third Party Content included in the Subject Software.

**Jackson Clinical Knowledgebase**

Somatic gene variant annotations and related content have been powered by The Jackson Laboratory® Clinical Knowledgebase (JAX-CKB™).

Customer acknowledges and agrees that the Jackson Laboratory Clinical Knowledgebase, including the curated database of gene/variant annotations, therapy knowledge, diagnostic/prognostic information and clinical trials related to oncology, and all unpolished data and information developed at The Jackson Laboratory included therein (the “JAX-CKB”), is owned solely and exclusively by The Jackson Laboratory (“Jackson”), and is licensed by Illumina for use with the Subject Software. Customer may not use or exploit the JAX-CKB other than as expressly permitted under this Agreement.

Customer acknowledges and agrees that: (a) Jackson is the sole and exclusive owner of all intellectual property and other proprietary rights in and to the JAX-CKB, including but not limited to common law copyrights and other common law intellectual property rights and federal copyright registrations and other domestic or foreign intellectual property registrations, in each case regardless of whether existing, pending or granted as of or arising after the Effective Date; (b) Customer shall do nothing inconsistent with such ownership, and Customer shall not claim ownership rights in or to the JAX-CKB or any derivative, compilation, sequel or series or related work owned by or created by Jackson; (c) Jackson retains all rights in and to the JAX-CKB; and (d) nothing in this Agreement shall give Customer any right, title or interest in or to the JAX-CKB other than the right to use the JAX-CKB solely in connection with Customer’s use of the Subject Software.

With respect to the JAX-CKB included in the Subject Software, Customer acknowledges and agrees to comply with the following:

- (i) Customer will not receive nor may Customer access indirectly any JSON files containing the JAX-CKB gene variant content.
- (ii) Customer may not reproduce, copy, screen-scrape, adapt, modify, frame, mirror, republish, download, decompile, disassemble, or reverse engineer the JAX-CKB, create derivative works of the JAX-CKB or any portion thereof, or merge the JAX-CKB or any portion thereof into another program or data- base except in the course of using the Subject Software;
- (iii) Customer may not resell, rent, distribute, publicly display, transmit, lease, or sublicense the JAX-CKB or access to it, including use of the JAX-CKB for timesharing, service bureau, or other similar services to third parties;
- (iv) Customer may not circumvent or disable any security or technological features or measures in the JAX-CKB or that impact the JAX-CKB separately or as part of the Subject Software;
- (v) Customer may not use the JAX-CKB or the Subject Software in combination with the JAX-CKB to create or improve a similar or competing product or service or to copy any proprietary features, including proprietary functions or graphics, of the JAX-CKB, provided that each of the foregoing restrictions in (ii)-(v) are permitted to the extent necessary to use all functionality of the Subject Software (e.g. for annotating, interpreting, analyzing, and reporting on Samples);

- (vi) For clarity, Customer's right to use the JAX-CKB does not include the right to distribute or otherwise provide the JAX-CKB to any other third party, or for any access or use outside of access and use within the Subject Software;
- (vii) Customer's users or administrators shall not download JAX-CKB or otherwise remove JAX-CKB from the Subject Software;
- (viii) At least twice per calendar year, Customer shall incorporate in the Subject Software the most recent JAX-CKB updates made available by Illumina; and
- (ix) Customer may only use JAX-CKB for the annotation, interpretation, analysis, and reporting on a genomic data file from a human sample that is uploaded to or processed with the Subject Software.

Customer acknowledges and agrees that the JAX-CKB has not been approved, cleared, or licensed by the United States Food and Drug Administration or any other regulatory entity, whether foreign or domestic, for any specific intended use including research, commercial, diagnostic, or otherwise. Accordingly, Customer is solely responsible for ensuring that Customer has any and all regulatory approvals that are necessary for Customer's intended uses of the JAX-CKB.

ILLUMINA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE JAX-CKB, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, TITLE, SECURITY, ACCURACY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. THE FOREGOING DISCLAIMERS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THE JAX-CKB.

Within 10 days following written notice by Illumina, Customer shall follow all instructions from Illumina and shall disable and remove any JAX-CKB content from the Subject Software (excluding variant annotations, interpretations, analysis and reports created by Customer using JAX-CKB in the Subject Software).

#### **Online Mendelian Inheritance in Man®**

The Subject Software may allow Customer to access data (the "**OMIM Data**") contained in the database described as Online Mendelian Inheritance in Man® or OMIM® [JHU Ref. C03746], including the databases described as MIM, GeneMap, MiniMIMs, and Clinical Synopses, including their structure, schema, annotations, documentation, and any related information (collective, the "**OMIM Database**"). To the extent applicable, the following additional terms and conditions shall apply with respect to the OMIM Data and the OMIM Database.

The OMIM Data is under the control of The Johns Hopkins University ("**JHU**"). Access to the OMIM Data is being provided and sublicensed to Customer pursuant to a license agreement between Illumina, Inc. and JHU (the "**JHU License**").

Customer agrees to use the OMIM Data within the Subject Software solely for Customer's Research Use and solely in accordance with the terms of this Agreement. Customer shall not copy OMIM Data for the purpose of providing OMIM Data and derivatives thereof to any third party or grant a sublicense or other similar rights to OMIM Data or distribute any database or software containing any part of the OMIM Database or OMIM Data.

Upon termination of the JHU License, Customer's right to access and use the OMIM Data or OMIM Database pursuant to this Agreement shall be automatically terminated.

Disclaimer of Warranties. CUSTOMER AGREES THAT THE OMIM DATA AND THE OMIM DATABASE ARE PROVIDED "AS IS", AND THAT JHU AND ILLUMINA MAKE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE PERFORMANCE OF



THE OMIM DATA OR THE OMIM DATABASE INCLUDING ITS ACCURACY OR COMMERCIAL VIABILITY, USE IN RESEARCH, OR OTHER USES. JHU AND ILLUMINA MAKE NO REPRESENTATION THAT THEY WILL PROVIDE UPDATES OR IN ANY WAY MAINTAIN OR SUPPORT THE OMIM DATABASE. JHU AND ILLUMINA DISCLAIM ALL WARRANTIES WITH REGARD TO THE OMIM DATA AND OMIM DATABASE, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. JHU AND ILLUMINA DO NOT WARRANT THAT THE OMIM DATA OR OMIM DATABASE MAY BE USED, COPIED, OR REDISTRIBUTED WITHOUT INFRINGING THE COPYRIGHTS, PATENT RIGHTS OR PROPERTY RIGHTS OF THIRD PARTIES.

Indemnification. Customer shall defend and hold JHU, The Johns Hopkins Health Systems, their present and former trustees, officers, authors of the OMIM Data and the OMIM Database, agents, faculty, employees and students (“**JHU Parties**”) harmless as against any judgments, fees, expenses, or other costs arising from or incidental to any lawsuit, claim, demand or other action brought by third parties against JHU Parties as a consequence of the use or sublicensing of the OMIM Data or OMIM Database by Customer or other third parties that may otherwise gain access to the OMIM Data or OMIM Database through Customer. Use of the OMIM Data and the OMIM Database by a third party on behalf of or for the account of Customer shall be considered Customer’s use of the OMIM Database for purposes of this paragraph. The obligation of Customer to defend and indemnify as set out in this paragraph shall survive the termination of the JHU Agreement. JHU’s total and cumulative liability arising under or in connection with this agreement shall in no event exceed \$500,000.

Use of Name. Customer shall not use the name of The Johns Hopkins University or The Johns Hopkins Health System or any of its constituent parts, such as the Johns Hopkins Hospital or any contraction thereof or the name of the authors of the OMIM Data or OMIM Database in any advertising, promotional, sales literature or fundraising documents without prior written consent from an officer of JHU. Customer shall not issue a press release or make any other public announcement regarding the OMIM Data or the OMIM Database absent JHU’s written consent.

Term and Termination. Customer’s rights with respect to the OMIM Data and the OMIM Database may be terminated by JHU in the event that Customer breaches any material term or obligation hereunder and fail to cure such breach within thirty (30) days of written notice thereof. In no event, however, shall such notice or intention to terminate be deemed to waive any rights to damages or any other remedy that JHU may have as a consequence of such failure or breach by Customer.

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## Illumina Connected Insights - Local

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7. **DPA.** For the purpose of this DPA, the processing description for Technical Support and Maintenance Services (Schedule 1) and the list of sub-processors for Technical Support and Maintenance Services (Schedule 2) apply with respect to the Subject Software.
8. **Trial Version.** If agreed in writing by Illumina, including if Illumina approves and issues a free trial license key, Customer may receive limited, free trial access to the Subject Software (“**Free Trial**”), subject to the terms and conditions of this Addendum and the Agreement, before submitting an order for purchasing a license to the Subject Software. During the Free Trial, Customer may, itself or by sending to Illumina first, analyze up to ten cases’ worth of de-identified samples and tumor-normal pairs (“**Trial Data**”), or up to the maximum Trial Data specified in Customer’s no-fee quotation or otherwise agreed between the parties, and Customer may exercise the rights granted in this Addendum and the Agreement solely for the purpose of analyzing and creating reports using the Trial Data, and not any other Data. Customer warrants, represents, and covenants that: (a) the Trial Data will have been obtained under informed subject consent and with approval of all applicable institutional review boards and other research oversight committees for use consistent with this Agreement; (b) Customer has the right to provide the Trial Data to Illumina for use in accordance with this Agreement; and (c) all Trial Data will have been de-identified and anonymized, and will not contain, or be transmitted with, personally identifiable subject information. At any time during the Free Trial, Customer may purchase access to the Subject Software by placing an order with Illumina. Customer’s continued use of the Subject Software following the Free Trial is subject to the terms and conditions of this Agreement and this Addendum. **NOTWITHSTANDING ANYTHING TO THE CONTRARY THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ILLUMINA DOES NOT PROVIDE ANY WARRANTY, SUPPORT OR INDEMNIFICATION OF ANY KIND WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL.**

## Appendix 1 to Software Addendum for Illumina Connected Insights – Local

### Third Party Content – Specific Terms

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- (iii) Customer may not resell, rent, distribute, publicly display, transmit, lease, or sublicense the JAX-CKB or access to it, including use of the JAX-CKB for timesharing, service bureau, or other similar services to third parties;
- (iv) Customer may not circumvent or disable any security or technological features or measures in the JAX-CKB or that impact the JAX-CKB separately or as part of the Subject Software;
- (v) Customer may not use the JAX-CKB or the Subject Software in combination with the JAX-CKB to create or improve a similar or competing product or service or to copy any proprietary features, including proprietary functions or graphics, of the JAX-CKB, provided that each of the foregoing restrictions in (ii)-(v) are permitted to the extent necessary to use all functionality of the Subject Software (e.g. for annotating, interpreting, analyzing, and reporting on Samples);

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ILLUMINA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE JAX-CKB, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, TITLE, SECURITY, ACCURACY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. THE FOREGOING DISCLAIMERS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THE JAX-CKB.

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#### **Online Mendelian Inheritance in Man®**

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Customer agrees to use the OMIM Data within the Subject Software solely for Customer's Research Use and solely in accordance with the terms of this Agreement. Customer shall not copy OMIM Data for the purpose of providing OMIM Data and derivatives thereof to any third party or grant a sublicense or other similar rights to OMIM Data or distribute any database or software containing any part of the OMIM Database or OMIM Data.

Upon termination of the JHU License, Customer's right to access and use the OMIM Data or OMIM Database pursuant to this Agreement shall be automatically terminated.

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