

**FIND GENOMICS –
MASTER SERVICES AGREEMENT / TERMS OF SERVICE**

Last Updated: April 2, 2021

THIS MASTER SERVICES AGREEMENT / TERMS OF SERVICE (The “AGREEMENT”) ALLOWS CUSTOMER’S USE OF FIND GENOMICS’ SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

BY CLICKING A BOX INDICATING ACCEPTANCE OR USING THE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACTING (OR PURPORTING TO ACT) ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ARE HEREBY BINDING SUCH ENTITY TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT ACCESS OR USE THE SERVICES.

The Services include the offering known as FIND Cell and any other service, platform, or offering made available or provided by Find Genomics, Inc. (each, a “Service”, and together, the “Services”). The Services may not be accessed or used other than as expressly permitted by this Agreement.

Use of the Services for the purpose of monitoring availability, performance, functionality, or for any other benchmarking or competitive purposes is prohibited. Find Genomics’ direct competitors are prohibited from accessing the Services, except with Find Genomics’ express prior written consent.

This Agreement is between (i) if by an individual accepting this Agreement on his or her own behalf, such individual, or (ii) in the case of an individual accepting this agreement on behalf of a company or other legal entity, that company or other legal entity, (in either case, “Customer”; “you”), and Find Genomics, Inc., a Delaware corporation having a place of business at 11 E Loop Road, New York, New York 10044 (“Find Genomics”; “we”; “our”; “us”). An individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of Services provided by Find Genomics without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, Find Genomics at Customer’s request) has supplied a user identification and password to access such Services, are collectively referred to as “Users”. Users may include, for example, employees, consultants, contractors and agents of Customer and third parties with which customer transacts business. Customer will be responsible for Users’ compliance with this Agreement.

Customer and Find Genomics are individually referred to as “party” or collectively as the “parties.” This Agreement shall govern all Services to be provided by Find Genomics to Customer. This Agreement constitutes the entire agreement between Find Genomics and Customer, and may be changed by Find Genomics by publishing an updated version on its website. Continued use of the Services constitutes your acceptance of such changes.

THIS AGREEMENT INCLUDES LIMITATIONS ON LIABILITY, DISCLAIMERS, AUTO-RENEWAL, AND OTHER IMPORTANT TERMS AND CONDITIONS. PLEASE READ IT CAREFULLY.

1. Services. “FIND Cell” means the software-as-a-service Service platform made available to Customer by FIND Genomics, that are hosted on servers under the control of FIND Genomics and provided to Customer to access and use via the internet. Find Genomics will a) make the Services available to Customer pursuant to this Agreement, b) provide applicable Find Genomics standard support for the Services at no additional charge, c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week except for i) planned downtime , and ii) unavailability caused by circumstances beyond Find Genomics’ reasonable control), and iii) provide the Services in accordance with laws and government regulations applicable to Find Genomics’ provision of Services to its customers generally, and subject to Customer’s use of the Services in accordance with this Agreement.

2. Free vs Paid Subscriptions. Depending on Customer’s characteristics, status, and use cases, Customer may be eligible for a free subscription or be required to pay for subscriptions to the Services, all as further described below and on our website.

- a. **General.** If Customer registers for a free subscription, Customer confirms to be or be associated with an Academic institution in connection with their use of the Services. The Academic Free Tier Service includes: access to the graphical cell line management platform, password protected data storage and retrieval. Commercial (for-profit), or non-profit Customer entities cannot use Services for free, and require a commercial industry paid subscription. Customers that wrongly choose to use the free academic tier version of the Services, can be charged retrospectively according to our commercial pricing standards at the date of announcement or discovery, and will pay an additional administrative fee and interest on amounts not timely paid. In such situation: access and usage of Services will halt, all data that is entered into the platform (FIND Cell) will be retained, and only made accessible to you again upon full payment. Any updates to the Academic terms will be communicated in advance of implementation.
- b. **Invoicing and Payment.** Academic Customer subscriptions will not be subject to a charge or invoice. Commercial and non-profit Customer subscriptions will be charged per our published list prices and practices and the following.
 - i. You agree to pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable, as further described on our website.
 - ii. You must provide Find Genomics with valid credit card or other acceptable third party payment method or account (“Payment Provider”), and agree we may process payments through third parties, such as Stripe, Inc. The processing and settlement of transactions by such processor is subject to their terms and conditions. By accepting this Agreement, Customer is also accepting and agreeing to be bound by Payment Provider’s and/or processor’s terms. We are not liable to you in respect thereof. We reserve the right to change the processor and accept or refuse to access any Payment Provider.
 - iii. Your Payment Provider agreement governs your use of the designated credit card or account, and you must refer to that agreement and not this Agreement to determine your rights and liabilities relating to such agreement, account and activities. By providing Find Genomics with your credit card number or Payment Provider account and associated payment information, you agree that Find Genomics is authorized to immediately invoice your account for all fees and charges due and payable to Find Genomics hereunder and that no additional notice or consent is required. You agree to immediately notify Find

Genomics of any change in your billing address or the credit card or Payment Provider account used for payment. Find Genomics reserves the right at any time to change its prices and billing methods, either immediately upon posting on our website or by e-mail delivery to you.

- iv. You will be responsible for payment of the applicable fee for any Services at the time you create your account.
- v. Except as set forth in this Agreement, all fees for the Services are non-refundable.
- vi. Find Genomics' fees are net of any applicable Sales Taxes. If any Services, or payments for any goods or services, under this Agreement are subject to Sales Tax in any jurisdiction, you will be responsible for payment of such Sales Tax, and any related penalties or interest and will indemnify Find Genomics for any liability or expense Find Genomics may incur in connection with such Sales Taxes. For purposes of this Agreement, "Sales Tax" shall mean any sales or use tax, and any other tax measured by sales proceeds, that Find Genomics is permitted to pass to you that is (a) the functional equivalent of a sales tax and (b) the applicable taxing jurisdiction does not otherwise impose a sales or use tax. Find Genomics may automatically charge and withhold such taxes that it deems is required.
- vii. **Unless otherwise provided, your subscription will continue indefinitely until terminated in accordance with the terms of this Agreement.** After your initial subscription period, and again after any subsequent subscription period, your subscription will automatically commence on the first day following the end of such period (each a "Renewal Commencement Date") and continue for an additional equivalent period, at Find Genomics' then current price for such subscription. You agree that your account will be subject to this automatic renewal feature unless you cancel your subscription at any time prior to the Renewal Commencement Date pursuant to Find Genomics' then current policies and functionality. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. By subscribing, you authorize Find Genomics to charge your Payment Provider now, and again at the beginning of any subsequent subscription period. Upon renewal of your subscription, if Find Genomics does not receive payment from your Payment Provider, (i) you agree to pay all amounts due on your account upon demand, and/or (ii) you agree that Find Genomics may either terminate or suspend your access, use and subscription rights and continue to attempt to charge your Payment Provider until payment is received (upon receipt of payment, your account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received.)
- viii. Any amounts not paid when due shall bear interest at the rate of one and on-half percent (1.5%) per month or the maximum allowed by law, whichever is less.
- ix. You must notify us in writing within seven (7) days after receiving your statement, if you dispute any of our charges on that statement or such dispute will be deemed waived.

3. Representations and Warranties.

- a. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) the execution and delivery of this Agreement has been authorized by all requisite corporate or organizational action; (iii) this Agreement is and shall remain a valid and binding obligation of such party, enforceable in accordance with its terms; (iv) it is under no contractual or other obligation or restriction that conflicts with or is inconsistent with its execution or performance of this Agreement; (v) it shall not enter into any agreement, either written or oral, that would conflict with its obligations under this Agreement, and (vi) it shall comply with all laws applicable to its activities hereunder.
- b. Customer represents and warrants that: (i) Customer has complied with all applicable laws and regulations, and secured all necessary and legally required informed consents, authorizations, approvals and permissions required by law, institutional review board or any other policies applicable to the cell samples entered into the Platform; (ii) Customer shall have de-identified the cell samples and Customer shall have removed all Protected Health Information (“PHI”), as defined by the Federal Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), as amended (“HIPAA”, 45 C.F.R. 160 and 164), and the cell samples shall not contain any personally identifiable information (including, without limitation, PHI); and (iii) Customer will not make available to Find Genomics any material that contains software viruses or any other computer code, files or programs designed to corrupt, interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- c. Find Genomics will use commercially reasonable efforts to provide the Services. Customer understands that the Services under this Agreement may be interrupted, contain errors, and is not exclusive.

4. Term and Termination. Subscription are provided to Customer until the earlier of a) the end of the subscription term or any renewals, b) termination by Find Genomics at any time in its sole discretion (the “Term”). Applicable sections shall survive any termination or expiration of this Agreement as necessary to give effect to the intent of this Agreement, including disclaimers of warranties, limitations of liability, confidentiality, and other applicable terms. FIND Genomics reserves the right to terminate this Agreement at any time and for any reason without prior notice to Customer. Further, Customer agrees that FIND Genomics will not be liable to Customer or any third-party for any termination or suspension of Customer’s access to FIND Genomics’ Service or any part thereof.

5. Intellectual Property Ownership; Confidentiality.

- a. As between Find Genomics and Customer, Find Genomics owns and shall retain ownership of all rights, title and interest in and to the Services, and the unique technology contained therein, including but not limited to trade secrets, inventions, products, processes, source and object code, know-how and works of authorship (collectively, the “Find Genomics Technology”). Nothing herein shall be construed as granting to Customer any ownership, license or any other rights of any nature with respect to the Find Genomics Technology.

As between Find Genomics and Customer, and subject to the license grant in this Section 5(b), Customer owns and shall retain ownership of all rights, title and interest in and to the data and any proprietary know-how or other information disclosed by Customer to Find Genomics. Customer hereby grants to Find Genomics a perpetual, irrevocable, non-transferable (subject to Section 9 below), worldwide, royalty-free right and license (i) to use and modify that data to improve its products, services and processes, and (ii) to allow other customers of Find

Genomics and third parties to use the de-identified, aggregated data for research, development, training of mathematical models.

- b. To the extent any inventions (whether patentable or not), works of authorship (whether copyrightable or not), software, source code, computer programs, databases, trade secrets, or know-how (collectively, “Intellectual Property”) are developed pursuant to the performance of the Services, such Intellectual Property shall be solely and exclusively owned by Find Genomics, and shall become part of the Find Genomics Technology. To the extent that ownership of any such Intellectual Property vests in Customer contrary to this Section 5(b), Customer hereby assigns and agrees to assign its entire interest in such Intellectual Property to Find Genomics, and to perform further actions reasonably requested by Find Genomics in order to ensure or record Find Genomics’ ownership of such Intellectual Property.
- c. “Confidential Information” means all information and material of a confidential and proprietary nature provided by Find Genomics to Customer under this Agreement, whether in written, oral or electronic form, or observed Customer. Customer shall not, without the prior written consent of Find Genomics, use Confidential Information of Find Genomics other than for purposes of performing or receiving Services under this Agreement, or disclose Confidential Information of Find Genomics, except where such use or disclosure is necessary to properly carry out the provision of the Services in question. Find Genomics’ Confidential Information includes but is not limited to the Find Genomics Technology, plans for research and development, marketing and business plans, and pricing and price schedules. Confidential Information shall not include information that (i) prior to disclosure by or on behalf of the Find Genomics, was in the public domain, (ii) following disclosure hereunder, enters the public domain not due to any unauthorized act or omission on the part of the Receiving Party, or (iii) prior to disclosure by the Disclosing Party, was in the rightful possession of the Receiving Party without a duty of confidentiality.
- d. Notwithstanding the foregoing, Customer may disclose Confidential Information of Find Genomics to the extent it is required to do so by any governmental or regulatory authority or court. In such event, Customer shall promptly notify Find Genomics when such requirement to disclose arises and cooperate with Find Genomics to enable Find Genomics to seek an appropriate protective order or otherwise quash any order or subpoena requiring production of the Confidential Information.
- e. The confidentiality and non-use obligations provided in this Section 5 shall survive termination or expiration of this Agreement.

6. Disclaimer of Warranty; Indemnification; Limitation of Liability.

- a. Except as expressly stated in Section 3, Find Genomics does not make and disclaims all warranties and representations, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Customer’s exclusive remedy for deficient performance of the Services under this Agreement is, at Find Genomics’ sole option, a credit for, or re-performance of, the Services in question.
- b. Customer will indemnify, defend and hold harmless Find Genomics and the Find Genomics Representatives from and against any and all losses, liabilities, costs (including reasonable attorneys’ fees), damages, penalties and expenses arising from any claim by a third party of any

kind arising out of or related to (i) any breach by Customer of its representations, warranties, or obligations in this Agreement, including Section 3; or (ii) Customer's use or interpretation of the Services or results of the Services, except to the extent arising out of FIND Genomics' gross negligence or willful misconduct.

- c. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF SAMPLES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR PROPERTY DAMAGE SUSTAINED BY THE OTHER PARTY PURSUANT TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FIND GENOMICS SHALL NOT BE LIABLE FOR DELAYS, INACCURACIES OR LIMITATIONS IN PROVIDING THE SERVICES OR RESULTS RESULTING FROM THE SERVICES. EXCEPT FOR INDEMNIFICATION OBLIGATIONS, THE AGGREGATE LIABILITY OF EACH PARTY (AND OF ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) WITH RESPECT TO ANY CLAIMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY) OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES OR THE RESULTS OF THE SERVICES, WILL NOT EXCEED THE AGGREGATE AMOUNT PAID BY CUSTOMER TO FIND GENOMICS FOR THE SERVICES IN QUESTION DURING THE TERM (OR \$100 IN THE CASE OF FREE SERVICES).

7. Force Majeure. Find Genomics will not be liable for delay or non-performance of any of its obligations hereunder or its performance of the Services to the extent that such performance is prevented, prohibited or delayed by any circumstance for reasons beyond its control including without limitation, labor disputes, fire, flood, natural disasters, pandemics and resulting blockades and restrictions, war blockade, military operations, riot, civil commotion, plant breakdown, power outage, computer or other equipment failure or non-delivery or delays in delivery by any other suppliers of goods or services utilized in the performance of Services under this Agreement, provided that Find Genomics completes the Services within a reasonable time after such circumstances are resolved. In the event of a force majeure, Find Genomics shall promptly give notice thereof to Customer, and shall take commercially reasonable steps to overcome the effects of such event as soon as possible. If such force majeure event continues for more than thirty (30) days, either party may terminate this Agreement upon written notice.

8. Entire Agreement; Amendment; Severability; Counterparts. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. . If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, (i) such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction, and (ii) such provision, in such jurisdiction, shall be replaced by a valid, legal and enforceable provision that best reflects the parties' intent for such first provision. FIND GENOMICS MAY MAKE CHANGES TO THIS AGREEMENT UPON POSTING A NEW VERSION OF THIS AGREEMENT ON ITS WEBSITE. Although we are not obligated to provide you with notice of any changes, any changes to this Agreement will not apply retroactively to events that occurred prior to such changes. Your continued use of our Service will constitute your agreement to the revised Agreement

9. Assignment. Neither party may assign or transfer this Agreement without the prior written consent of the other party; provided, either party may assign this Agreement without consent at any time to an affiliate or to a successor to its business as part of a merger or sale of all or substantially all of its assets, business, or stock to which this Agreement relates.

10. Relationship. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. If any provision of this Agreement shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement.

11. Waiver. Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision of this Agreement. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12. Governing Law; Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to its principles of conflicts of laws. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. All disputes arising under or in any way connection with this Agreement shall be litigated exclusively in the state and federal courts residing in the State of New York, and in no other court or jurisdiction.

13. Publicity and Publication. Neither party will, except as required by law, disclose or issue any press release, or publish any findings, with respect to this Agreement or any transactions contemplated by this Agreement, without the prior written consent of the other party. Notwithstanding the foregoing, Find Genomics may refer to Customer as a client reference in its marketing initiatives including but not limited to its website. Nothing in this Agreement shall restrict the right of the parties to publish or disseminate, for scholarly purposes, the results or research obtained in connection with use of the Find Genomics Technology; provided, however, each party shall obtain the other party's written approval prior to the publication or dissemination of any information which discloses, discusses, or relates in any way to any Services, Results or the Find Genomics Technology; and any such publication or dissemination shall include, where appropriate (as jointly determined by Find Genomics and Customer), citation giving attribution to Find Genomics in a form acceptable to Find Genomics.

Output generated by Find Genomics is or will be under copyright by Find Genomics (including but not limited to: linear or tree view depiction of cell lineages, cell populations (as part of cell lineages), cell sharing, cell manipulation or cell treatment (within the context of cell line/lineage history tracking) and DNA analytics by Find Genomics of cell populations, or DNA analytics within the context of cell line/lineage history tracking, or any of the DNA analysis output generated by Find Genomics (including, but not limited to plots, tables or output for SNP based DNA authentication, digital karyotyping, or cell forensics results). Find Genomics allows usage for internal purposes. Usage for public platforms, including but not limited to scientific publications, blog posts, presentations and posters at conferences, requires prior consent and attribution from Find Genomics.

14. Notice. Unless otherwise specifically provided herein, all notices required or permitted by this Agreement shall be in writing and may be delivered personally, or may be sent by facsimile, overnight delivery or certified mail, return receipt requested, to the addresses set forth above, unless the parties are subsequently notified of any change of address in accordance with this Section 16. Any notice shall be deemed to have been received as follows: (i) by personal delivery, upon receipt; (ii) by facsimile or guaranteed overnight delivery, one business day after transmission or dispatch; or (iii) by certified mail, as evidenced by the return receipt. If notice is sent by facsimile, a confirming copy of the same shall be sent by mail to the receiving party. Electronic mail can be sent to: info@findgen.bio and shall be deemed received when a confirmation email by Find Genomics is received by Customer.