

# Codon One Arun - Terms of Service

This Terms and Conditions is entered into between You and Codon One, Inc. ("Company"), as of the date of such click or selection or agreement execution (or, if earlier, the date you first use Arun as defined below). You represent, warrant and agree that You are authorised to enter into this Terms and Conditions on behalf of yourself and the Customer Entity and to bind yourself and the Customer Entity to the terms and conditions herein.

This Terms and Conditions governs any access to and use of Company's online software-as-a-service bioinformatics solutions, including without limitation the Arun Genome Interpretation System along with associated software tools, databases and services (collectively, "Arun") made available by Company through [arun.codon.one](https://arun.codon.one), [client.arun.codon.one](https://client.arun.codon.one) (in which 'client' is replaced by a client name) and/or, if applicable, through corresponding sites or mobile applications (collectively, the "Site"). The Terms and Conditions sets out your payment obligations (if any) for use of Arun, limits Company's liability and obligations to You, sets out rules for your use of Arun, grants Company certain rights in your User Data (as defined below) and allows Company to change, suspend or terminate your access to and use of Arun under certain circumstances. This Terms and Conditions is subject to modification from time to time as described below.

If You have submitted or entered into one or more of Company's service agreements forms, registration forms or other ordering documents with the Company, whether online, in written form or otherwise (each an "Agreement"), specifying various details about your subscription or access to Arun, such as pricing, usage parameters and/or other applicable terms, such Agreement shall be incorporated into this Terms and Conditions by reference and shall apply to your use of Arun hereunder. Any applicable terms stated or linked to where You sign up or register for Arun on the Site shall be deemed part of the Agreement hereunder. The terms and conditions of this Terms and Conditions shall take precedence over the terms and conditions of any Agreement, and to the extent of any conflict, this Arun Service Terms and Conditions, rather than the Agreement, shall govern and apply, except to the extent any Agreement expressly states that the Agreement terms shall take precedence (in which case such Agreement terms shall apply solely for purposes of that Agreement).

## 1. RIGHTS OF ACCESS AND USE

**A. Access:** Provided that You have agreed to comply with and are bound by this Terms and Conditions, you have entered into, submitted or acknowledged a Agreement and You are an Authorised User (as defined below), You may access and use the portion(s) of Arun indicated on the Agreement through the Site during the Service Term (as defined below) solely for the purpose of analysing your User Data (as defined below) and otherwise subject to the terms and conditions of this Terms and Conditions (including without limitation any Agreement and payment of applicable fees) and all applicable local, state, national and international laws, rules and regulations. Only the specific individual signing up for Arun account corresponding to this Terms and Conditions, together with the number of designated employees and/or contractors of the Customer Entity as indicated in the Agreement (each, an "Authorised User") shall be permitted to access and use Arun hereunder. If Authorised Users are not so indicated on the Agreement, then solely those employees and contractors of your Customer Entity with a reasonable need to access and use Arun for the benefit of their Customer Entity (along with You) shall be Authorised Users hereunder. You shall not permit or facilitate any use of, or otherwise provide access to (including by service bureau access or otherwise), Arun by anyone other than the Authorised User.

**B. General Usage Restrictions:** Your right to access and use Arun is further limited by, and subject to, any specific usage limitations specified in the applicable Agreement. For example, the Agreement may contain terms indicating the level or parameters of your Arun service, limits on access to certain portions of Arun, limits on report generation or analysis volumes, or limits on certain functionality – some of which limitations may be released based on your payment of certain fees. Your right to access and use Arun is nonexclusive, non transferable, nonsublicensable, and revocable. You shall have no right to, and shall not, reverse engineer, decompile, copy, modify, spider, crawl, or create derivative works of or based on, sell, resell, display, distribute, disseminate, rent or lease Arun or Site or any part thereof. Notwithstanding the foregoing, You may copy, print and use reports generated by Arun analysing User Data in accordance with the standard functionality of Arun. You shall not: (i) enter, store or transmit any infringing, libellous or otherwise unlawful or tortious information or material or transmit information or material in violation of third party privacy or other rights, in all such cases within, through, to or using Arun or Site, (ii) enter, store or transmit viruses, worms or other malicious code within, through, to or using Arun or Site, (iii) remove, alter or conceal any copyright or trademark or other proprietary rights notices incorporated in or accompanying the Site or Arun, (iv) interfere with or disrupt the integrity or performance of Arun or Site, or (v) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of Arun or collect information for any unauthorised purpose. You shall immediately notify Company of any violation or attempt to violate any of the restrictions or limitations on use or access to Arun specified in this Terms and Conditions upon first becoming aware of such violation or attempted violation.

**C. Third Party Software and Data Attribution:** Arun may contain third party databases, software and other third party technology and intellectual property. The license granted to You above, and your access to and use of Arun, is subject to the applicable terms and conditions of any license agreements with any such third party and you agree to comply with such terms. Notwithstanding the foregoing, Company (and your use of Arun) does not provide or grant, and You are solely responsible for obtaining, any rights or licenses required to conduct any testing or make any diagnoses (or utilise any particular variant, genetic marker or DNA sequence).

You shall include an appropriate, readily discernible and specific reference to the applicable portion of Arun within any methods section of any scientific articles and presentations, or any other articles, presentations, web postings or other publications resulting from your use of Arun (i.e., reference to “Codon One’s Arun Genome Interpretation Platform”). You shall also include any required notices and attributions specified in the third party terms and conditions referenced above for use of third party databases and software.

**D. Reservation of Rights:** Subject to the rights expressly granted hereunder, Company and its licensors retain all right, title and interest in and to Arun and the Site (including all information, content, software and other materials therein, excluding User Data) and in and to all of Company’s other intellectual property rights. No intellectual property or other rights or licenses are granted or otherwise provided by Company under this Terms and Conditions, by implication, estoppel or otherwise, beyond those expressly provided for herein. No software or copies thereof are sold, transferred, distributed, or licensed hereunder; instead only the limited right to access and use Arun online, as expressly provided for in this Terms and Conditions, is granted hereunder.

**E. User Accounts:** When You sign up or register with Company for use of Arun, You agree that all information provided to Company relating to You will be true, accurate, current and complete. You

agree to promptly update all such information whenever any of it changes. You are entirely responsible for maintaining the confidentiality of your account information and password. You agree not to (a) use the account, username, or password of another individual or entity when using Arun, or (b) disclose your password to, or share your account with, any other individual (whether at the Customer Entity or otherwise) or third party or allow or authorise any individual or entity to use your account or user ID with Company. You agree to notify Company immediately if You suspect any unauthorised use of your account or access to your password or account. You are solely responsible for any and all use of your account.

**F. Service Level:** Company shall provide You with email and messaging support for Arun through designated contact individuals during Company's regular business hours in accordance with Company's standard support policies and procedures and/or as set forth in the Agreement. Subject to the terms and conditions of this Terms and Conditions, Company shall use commercially reasonable efforts to make Arun available for use by You on a regular basis, except for: (a) planned downtime, which Company shall schedule to the extent practicable during the weekend hours; (b) unavailability caused by third party service or technology providers used by Company to provide the Services; (c) unavailability caused by circumstances beyond Company's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, internet service provider failures or delays, hacking or denial of service attacks; (d) unavailability caused by third party software, hardware or data; or (e) unavailability caused by You (such as problems with the User Data or your information technology infrastructure, computers, networks or software or your failure to use Arun in accordance with this Terms and Conditions). If Company makes generally available any updates, fixes or modifications to Arun, it shall also make them available to You as well (it being understood that Company does not have any obligation to make available any such updates, fixes or modifications in the first place). Subject to the foregoing, Company reserves the right, in its sole discretion, at any time to modify, augment or limit Arun (or the Site) or other Services. All modifications, updates, fixes and additions to Arun (and/or Site) or other Services shall be governed by this Terms and Conditions. The Arun manual is only available in English.

## **2. CUSTOMER RESPONSIBILITY FOR CLINICAL USE COMPLIANCE**

You are solely responsible for ensuring your access to and use of Arun (including without limitation any use of results or data obtained therefrom) is in compliance with all applicable laws, rules and regulations. Without limiting the foregoing, You shall ensure that any use or application of Arun for diagnostic or other clinical use complies with all applicable laws, rules and regulations and that You have obtained all approvals, permits and authorisations required for such use and application. You acknowledge that Arun is not designed, registered, or approved for use as a diagnostic or medical device or service and Arun and its output, data and reports do not constitute diagnoses or clinical recommendations. Any clinical or diagnostic interpretations, results, recommendations or analyses using data or reports from Arun must be done solely by You and not by Arun, and You shall independently approve, validate and confirm any such interpretations, results, recommendation or analyses, using appropriately licensed professionals, before using them for any clinical or diagnostic purposes. Subject to the foregoing, Company does employ certain security and privacy policies and practices for your User Data as described in Section 3 below.

### 3. USER DATA

A. User Data: All data, information, communications, text, files, photographs, graphics, video, messages or other materials or content, uploaded, submitted, posted or otherwise provided to Arun (and/or the Site) by or for You, including without limitation genomic sequences, exomes, VCF files, specific DNA sequences, sample information, annotations, phenotypic information, gene sets and variant sets (collectively, "User Data"), shall be subject to applicable terms of this Terms and Conditions. You hereby confirm, represent and warrant that You have the full right and authority, and have obtained all necessary authorisations, licenses and consents, to provide the User Data to Arun (and Site), to analyse, store and otherwise use such User Data in Arun, to conduct any tests, diagnoses or analyses for customers, users or third parties, and to grant Company the rights in User Data set forth herein, without violating the intellectual property, privacy or other rights of any individuals or entities and without violating any applicable laws, rules or regulations. Under no circumstances will Company be liable in any way for any User Data, including any errors or omissions in any User Data, any modification, loss or deletion of any User Data or any or any loss or damage of any kind incurred as a result of the use of or reliance upon any User Data or the analysis thereof.

B. Protection and Privacy of Your Data: Your User Data is yours, not ours, and Company desires to prevent such User Data from being used by or disclosed to others. Company will protect the confidentiality and security of your User Data in accordance with Company's Privacy Policy (available upon demand), including through the use of appropriate administrative, physical and technical safeguards. Company affirms that Arun is designed to comply with the data privacy and security requirements of the Health Insurance Portability and Accountability Act ("HIPAA") and Company employs security policies and practices to safeguard the privacy and security of customer data entered into Arun consistent with the HIPAA requirements and industry standard practice. Company reserves the right to use and disclose any User Data that is or becomes publicly available (through no fault of Codon One) or as required to comply with applicable law or appropriate requests from governmental authorities and Company shall not be liable with respect to any such disclosure. You understand that through your use of Arun, You consent to the collection, storage and use of this information as described in this Terms and Conditions and in accordance with such Privacy Policy.

C. License to User Data: Subject to the restrictions and protections described above, by uploading, submitting, posting or otherwise providing User Data on to, or through Arun or the Site, You agree that Company may use such User Data solely (i) to operate, maintain and administer Arun, (ii) to develop, modify, use and improve Arun and/or other genomic software, analysis products or tools (including for example and without limitation databases with aggregated or de-identified data, algorithms, machine learning models and analysis services), and (iii) to generate, utilize and publish aggregated or de-identified data, statistics, analytical results and trend information. Additionally, by using Arun, You agree that Company may use your name and logo to identify You as a customer or user of Arun and in Company marketing, corporate and promotional materials. Furthermore, upon Company's reasonable request, You agree to act as a reference for Company from time to time for other prospects, industry analysts and the media. You, or your third party licensors, as applicable, retain any intellectual property rights in the User Data and in your name and logo, subject to the foregoing license.

## 4. PAYMENT TERMS

A. Service and Usage Fees: You agree to pay to Company the fees specified in your Agreement and, if applicable (and not covered by the Agreement which shall take precedence), specified within Arun or on the Site in connection with Arun including, as and if applicable, usage fees (such as fees on the generation of reports or on the volume of genomes analysed, fees for premium functionality, and fees for use of specialised applications, databases or tools), up front and periodic subscription fees, and other designated fees (collectively, "Fees"). All Fee payment obligations are non-cancelable and all Fees paid are non-refundable and non-creditable.

Company may change any or all of its Fees hereunder (or impose new Fees) upon notification to You of such changed or new Fees (except to the extent the terms of a Agreement expressly state that Fee rates are locked in for some period of time). Such Fees shall automatically go into effect upon notification (and become the Fees payable hereunder), unless and until You terminate this Terms and Conditions and your use and access to Arun within thirty (30) days of such notice of changed or new Fees in accordance with the termination provisions below. Your continued use of Arun after notification of changed or new fees (absent termination within such thirty day period) shall constitute your acceptance of such change.

B. Payment Terms: You shall pay all Fees, and all Fees are due, upon generation, selection or usage of the applicable report, feature or functionality with respect to Fees that are usage fees, or on the periodic basis specified at the time of your Agreement or subscription, with respect to Fees that are periodic subscription fees. You shall pay all other Fees at the times specified in the Agreement or, if not so specified, within thirty (30) days of Company's invoice with respect to such Fees. All Fees are payable in euros by wire transfer of immediately available funds to an account designated by Company or by credit card (or, if applicable, PayPal or other charge account) which You provide upon sign-up or registration for Arun, unless the terms of the Agreement state otherwise. You agree to keep the credit card (or other charge account) information you submitted to Company accurate and up to date. Any Fees that are not received from You by the due date therefor will accrue interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment is due until the date paid.

C. Taxes: You are responsible for paying (and all Fees are exclusive of) any taxes, levies, duties or similar governmental assessments of any nature associated with your use of or access to Arun or the payment of Fees under this Terms and Conditions (other than taxes on Company's net income). If Company has the legal obligation to pay or collect taxes, levies, duties or similar assessments for which You are responsible hereunder, Company may add the appropriate amount to amounts charged to and paid by You hereunder.

D. Credit Card Authorization: If You provide your credit card information in connection with a Agreement for Arun (or a PayPal or other charge account), You agree that any card or account number and any related billing and payment information that you provide may be shared by Company with other companies, such as payment processors and/or credit agencies, solely for the purpose of checking credit, effecting payment to Company and servicing your account. Company may seek pre-authorization of your credit card or other charge account prior to any purchase hereunder to verify the credit card or charge account is valid and/or has the necessary funds or credit to cover your purchase. By providing your credit card or charge account information with a Agreement for Arun, You authorise Company to automatically charge such card or account (and authorise the card issuer or account holder to pay) for Fees owed hereunder, including any usage Fees, monthly subscription Fees or other periodic or usage Fees charged

from time to time during the Service Term. If You elect to pay by credit card, Company has the right to add a three percent (3%) processing fee to the Fees charged to You hereunder.

## 5. CONFIDENTIALITY

A. Privacy Policy: All use of and access to Arun and the Site by You are subject to the terms and conditions of the Company's "Privacy Policy" available upon request, as such policy may be amended from time to time in accordance with its terms. You agree to comply with the Privacy Policy, which is incorporated into this Terms and Conditions by reference; provided that this Terms and Conditions shall take precedence over the Privacy Policy, and to the extent of any conflict, this Terms and Conditions, rather than the Privacy Policy shall govern and apply.

B. Confidentiality: As used herein, "Confidential Information" means all nonpublic or proprietary information disclosed or made available by one party (the "Disclosing Party") to the other party (the "Recipient") under or in connection with this Terms and Conditions, whether orally, in writing or otherwise. Confidential Information of Company shall include Arun (including details on how it functions and is structured and organised, details of the content and materials contained therein, and its systems, procedures, and processes) as well as Company technical information, product plans and designs. Your Confidential Information shall include the User Data.

(i) Restrictions on Use and Disclosure. The Recipient shall use the same degree of care that Recipient uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) to preserve the confidentiality of the Confidential Information of Disclosing Party. The Recipient agrees (a) not to use any Confidential Information of Disclosing Party for any purpose other than to perform its obligations and exercise its rights under this Terms and Conditions, and (ii) not to disclose or publish any Confidential Information of Disclosing Party (except as expressly authorised in this Terms and Conditions or by Disclosing Party in writing and) except to those employees and contractors of the Recipient who need access to such information for purposes consistent with this Terms and Conditions and who are bound by obligations of confidentiality with respect to such Confidential Information which are no less protective than the confidentiality provisions herein. The foregoing shall be subject to Company's Privacy Policy with respect to Company's use and disclosure of User Data and other applicable Confidential Information such that Company may use and disclose your Confidential Information as and to the extent authorised by its Privacy Policy.

(ii) Exclusions. Notwithstanding the foregoing, Recipient may disclose Confidential Information if compelled by law or judicial order to do so, provided Recipient gives Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted and reasonably practicable) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Furthermore, the foregoing restrictions on use and disclosure shall not apply to any information that (i) is or becomes generally known to the public without the fault of Recipient, (ii) was known to Recipient prior to its disclosure or availability by or from Disclosing Party as evidenced by contemporaneous documentation, (iii) is rightfully received from a third party without breach of any obligation owed to Disclosing Party, or (iv) was independently developed by Recipient without use of or reference to the Confidential Information of Disclosing Party.

## 6. TERM, TERMINATION AND MODIFICATION OF ARUN AND AGREEMENT.

A. Service Term: The term of your Arun service (the “Service Term”) shall commence on the date You complete your Agreement (including acceptance of this Terms and Conditions through selection or clicking, or by entering into any form of Agreement) and shall terminate upon the designated termination date in the Agreement (if any), or, if earlier, upon the effective date of termination of such Arun service as specified below. This Terms and Conditions shall commence and become effective as of the date You select or click on the applicable button, or execute the applicable order, to indicate your acceptance of this Terms and Conditions (or, if earlier, the date you first use Arun) and shall terminate upon termination of all Arun services under all Orders.

B. Termination By User: You may terminate your Arun service at any time for any reason (or no reason) upon thirty (30) days prior written notice to Company, which termination shall become effective upon the end of such thirty-day notice period, unless You have a paid subscription, in which case such termination shall occur at the end of any then-current periodic subscription period as specified in the Agreement or, if not so specified, the end of the next full periodic subscription period (and You shall remain obligated to pay any Fees, including periodic subscription fees, that become due during such thirty-day, or longer, period). After receipt of your termination notice, Company will terminate your Arun account upon the effective date of termination. Termination of your Arun service shall not relieve You of any obligation that has accrued or existed prior to termination or any obligation to pay any accrued Fees.

C. Termination By Company: Company may terminate your Arun service at any time for any reason (or no reason) upon thirty (30) days prior written notice to You, which termination shall become effective upon the end of such thirty-day notice period, unless You have a paid periodic subscription to Arun (or fixed term plan) as specified in the Agreement, in which case such termination shall become effective upon the later to occur of (i) the end of such thirty-day notice period, or (ii) the end of any then-current periodic subscription period or fixed term as specified in the Agreement or, if not so specified, the end of the next full monthly subscription period (and You shall remain obligated to pay any Fees, including periodic subscription fees, that become due during such thirty (30) day, or longer, period). Furthermore, and without limiting any other remedies, Company may terminate your Arun service in the event that You breach this Terms and Conditions (including upon any failure to pay Fees when due) upon fifteen (15) days’ notice, unless You have cured such breach before the end of such fifteen day period. Company reserves the right to immediately suspend your access to and use of Arun in the event of any breach of this Terms and Conditions which threatens immediate harm to Arun. In the event of any termination by Company, Company will terminate your Arun account upon the effective date of termination. Termination of your service shall not relieve You of any obligation that has accrued or existed prior to termination, nor of any obligation to pay any accrued Fees.

D. Effect of Termination: Upon any termination of your Arun service by You or Company, You understand and acknowledge that Company will have no further obligation to provide Arun or access thereto nor any obligation to refund, return or credit any amounts paid or payable to Company. Upon termination, all licenses and other rights granted to You by this Terms and Conditions will immediately cease and You shall cease using and cease accessing Arun. Company is not liable to You or any third party for termination of Arun or termination of your use of Arun or the Site.

(i) User Data. You are encouraged to retain copies of all your User Data; however, for a period of thirty (30) days after the effective date of termination, Company will make the User Data contained in Arun as of such termination date available to You upon written request prior to the end of such thirty day period. EXCEPT AS EXPRESSLY PROVIDED IN THE PREVIOUS SENTENCE, UPON ANY TERMINATION, ANY USER DATA THAT YOU HAVE SUBMITTED, POSTED, UPLOADED OR OTHERWISE PROVIDED TO Arun MAY NO LONGER BE ACCESSED BY YOU. Furthermore, except as may be required by applicable law, Company will have no obligation to (but may in its sole discretion) store, maintain, delete or destroy any User Data or other information stored in Arun or any other database related to your account or to forward any information to You or any third party directed by You.

(ii) Terms and Conditions Terms. Upon any termination of your Arun service (or this Terms and Conditions as a whole), Sections 1(C), 1(D), 1(F), 3, 4(B), 5(D) and 6 through 10 of this Terms and Conditions shall survive and remain in full force and effect. Furthermore, any of your obligations to Company under this Terms and Conditions which have accrued prior to such termination, and Section 2 with respect to any Fees due or payable prior to termination, shall survive such termination and remain in full force and effect. All other provisions of this Terms and Conditions shall terminate upon such termination of your Arun service and shall thereupon be of no force or effect.

E. Modification of Arun or Terms and Conditions By Company: Company reserves the right, in its sole discretion, at any time to modify, augment or limit Arun (or the Site) without advance notice. All modifications and additions to Arun (and/or Site) shall be governed by this Terms and Conditions, unless otherwise expressly stated by Company in writing. Company may also modify or amend this Terms and Conditions in its sole discretion at any time by posting the modifications or the amended Terms and Conditions on the Site and providing you with notice thereof. All modified terms and conditions and amended Terms and Conditions will be effective thirty (30) days after such notice (unless a longer notice period is required by applicable law), unless You first give Company written notice of rejection of the modifications or amended Terms and Conditions within such thirty day period. In the event of such rejection, this Terms and Conditions will continue under its original provisions until the Terms and Conditions is terminated as provided above. If any modified terms and conditions are not acceptable to You, your sole remedy is to timely provide the foregoing rejection notice or to cease using Arun (and Site), and if applicable, terminate your Arun service as provided above. By continuing to access or use Arun without providing a timely rejection notice after Company provides notice of any such revision or amendment, You agree to be bound by the revised Terms and Conditions. This Terms and Conditions may not otherwise be modified or amended, except with the express written agreement of both parties. Company may separately amend the Privacy Policy in accordance with the provisions thereof.

## **7. DISCLAIMER OF WARRANTIES**

A. Information Provided on an “As Is” Basis; Assumption of Risk: You acknowledge that you are fully assuming the risks arising from the use of any reports, data, articles, publications, content, materials, reports, analyses, third party databases, third party tools and other information generated by, available on, or otherwise provided through Arun or the Site, whether or not originating from Company and/or third party sources (collectively, “Codon One Content”). Such risks shall include, but are not limited to, erroneous, inaccurate or invalid results or information, omissions, misrepresentations, and similar issues. You agree that Company shall not be liable or responsible for any damages, liabilities, costs, harms, business disruptions or expenditures of any



kind that may arise from or in connection with your use or application of any Codon One Content. All Codon One Content is provided for your convenience only on an "as is" basis without warranty of any kind. Company does not warrant, guarantee, endorse, support, represent, verify or otherwise have any responsibility for the completeness, truthfulness, accuracy or reliability of any Codon One Content. All use of and reliance upon any such information shall be solely your responsibility and at your sole risk. Without limiting the foregoing, Company makes no representation or claims with regards to the accuracy of the User Data or Codon One Content or the interpretation of the results of variant files or otherwise. Arun and Site may contain links to third party websites or resources. You acknowledge and agree that Company is not responsible or liable for the availability or accuracy of such websites or resources or the content, products or services on or available therefrom. Links to such websites and resources do not imply any endorsement by Company thereof or the content, products or services thereon. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

#### B. Disclaimer of Warranties.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF ARUN, SITE, CODON ONE CONTENT AND USER DATA IS AT YOUR SOLE RISK AND COMPANY SHALL NOT BE LIABLE FOR ANY ERRORS OR OMISSIONS WITH RESPECT TO Arun OR SITE. THE CODON ONE CONTENT AND/OR USER DATA AND ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED THEREIN. THE FOREGOING ARE ALL PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS TERMS AND CONDITIONS. EXCEPT TO THE EXTENT EXPRESSLY STATED IN THIS TERMS AND CONDITIONS, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO Arun, SITE, CODON ONE CONTENT AND USER DATA, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

COMPANY MAKES NO WARRANTY THAT (i) ARUN OR SITE WILL MEET YOUR REQUIREMENTS, (ii) THE RESULTS OR OTHER CODON ONE CONTENT THAT MAY BE OBTAINED FROM THE USE OF ARUN OR SITE WILL BE ACCURATE OR RELIABLE OR OTHERWISE MEET YOUR EXPECTATIONS, NOR THAT (IV) ANY ERRORS IN ARUN OR SITE WILL BE CORRECTED.

## 8. INDEMNIFICATION

You agree to defend, indemnify, and hold Company, its officers, directors, employees and agents, harmless from and against any and all claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in connection with (i) your access to or use of Arun, Site, Codon One Content (including without limitation the use of any reports or results from Arun) and User Data; (ii) your violation of the Terms and Conditions; (iii) your violation of any applicable laws, rules or regulations in connection with your use of Arun or any Codon One Content or User Data; (iv) any User Data submitted, posted, uploaded or provided by You; (v) your violation of any third party right, including without limitation any intellectual property, publicity, confidentiality, property or privacy right in connection with your use of any Codon One Content or User Data; or (vi) your provision of diagnostic, testing, clinical or medical information or services to your customers or users that involved to any extent the use of or access to Arun, Site or any Codon One Content.

## 9. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY, AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSORS, SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF Arun, SITE, Codon One CONTENT, AND USER DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IN NO EVENT WILL COMPANY'S (OR ITS AFFILIATES', OFFICERS', DIRECTORS', EMPLOYEES', AGENTS' AND LICENSORS') CUMULATIVE LIABILITY TO YOU FOR DIRECT DAMAGES EXCEED THE GREATER OF (A) ONE THOUSAND DOLLARS (US \$1,000), OR (B) THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY YOU DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE WHEN THE CLAIM FOR SUCH DAMAGES FIRST ARISES, EXCEPT TO THE EXTENT SUCH LIMITATION IS NOT PERMITTED BY APPLICABLE LAW.

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to You to the extent applicable law so requires.

## 10. GENERAL INFORMATION

The Terms and Conditions (including any terms and conditions expressly incorporated herein by reference) constitutes the entire Terms and Conditions between You and Company with respect to the subject matter hereof and governs your use of Arun and the Site, superseding any prior and contemporaneous agreements, understandings or arrangements between You and Company with respect to such subject matter. Without limiting the foregoing or the treatment of Agreements as discussed above, this Terms and Conditions supersedes all terms contained in any purchase order, invoice or other ordering document. You will not assign the Terms and Conditions or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Company. Any purported assignment or delegation by You without the appropriate prior written consent of Company will be null and void. Company may assign the Terms and Conditions or any rights hereunder (or delegate any obligations hereunder) without your consent. The Terms and Conditions and the relationship between You and Company shall be governed by the laws of the country of Belgium (EU), without regard to or application of its conflict of law provisions, rules and principles. You hereby agree that the courts of Leuven, Belgium (EU) shall have jurisdiction and venue to resolve disputes under or with respect to this Terms and Conditions and You hereby consent to such jurisdiction and venue. In the event it becomes necessary for either party to commence an action to enforce the terms of this Terms and Conditions, to obtain moneys for its breach or to collect any monies owed hereunder, the prevailing party, as determined by the court, shall be entitled to recover its attorney's fees and costs in addition to whatever relief it may otherwise be entitled. The failure of Company to exercise or enforce any right, remedy or provision of the Terms and Conditions shall not constitute a waiver of such right, remedy or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision to the full extent consistent with applicable law (and otherwise severed from this Terms and Conditions), and the other provisions of the Terms and Conditions shall remain in full force

and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action brought by You arising out of or related to use of the Services or the Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred. You and Company are independent contractors and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Terms and Conditions. The section titles in the Terms and Conditions are for convenience only and have no legal or contractual effect.

Company may provide notices to You with respect to this Terms and Conditions or Arun by posting such notices to your Arun account or by sending them to the e-mail address or other contact address You provide upon sign-up, registration or setting up your account. Any such notices shall be deemed properly and timely given to You hereunder. You consent to the use of: (a) electronic means to complete this Terms and Conditions and to provide You with any notices given pursuant to this Terms and Conditions; and (b) electronic records to store information related to this Terms and Conditions or your use of Arun and the Site.

## **11. COMMENTS AND USER FEEDBACK**

You agree, however, that: (i) by submitting ideas regarding Arun or Site to Company or any of its employees or representatives, You automatically grant Company a license to any of your intellectual property rights in these ideas; and (ii) ideas regarding Arun or the Site submitted to Company or any of its employees or representatives automatically become licensed to Company. You hereby grant to Company a royalty-free, worldwide, irrevocable, perpetual, sub-licensable license to use and incorporate into Arun and the Site any suggestions, enhancement requests, comments, recommendations or other feedback provided by You relating to Arun or Site or the operation or functionality thereof.

## **12. PUBLICATION OF ARUN RESULTS**

Publication of comparisons between Arun and other software, is strictly forbidden without the explicit written permission of Codon One. This includes but is not limited to abstracts, posters, presentations, webinars, online or printed publications, etc. Please send requests to [support@codon.one](mailto:support@codon.one).

## **13. VIOLATIONS**

Please report any violations of the Terms and Conditions or provide any comments or questions, including any technical questions regarding Arun, by emailing us at [info@Codon One.com](mailto:info@Codon One.com).