

## **SNAPGENE TERMS AND CONDITIONS**

NOTICE: THESE TERMS AND CONDITIONS ARE A LEGAL AGREEMENT BETWEEN YOU (EITHER AS AN INDIVIDUAL OR AN ENTITY) AND GSL BIOTECH LLC dba SNAPGENE ("**SnapGene**") (THE "AGREEMENT"). PLEASE READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SOFTWARE. THIS AGREEMENT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY INSTALLING AND USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN DO NOT INSTALL THE SOFTWARE. IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, AND ALL REFERENCES TO "YOU" SHALL APPLY TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT WISH TO BE BOUND BY THE TERMS OF THIS AGREEMENT, THEN DO NOT INSTALL, UPLOAD, ACCESS OR OTHERWISE USE THE SOFTWARE.

### **1. Recitals**

1. The Agreement is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this Agreement as "End User", and GSL Biotech LLC dba SnapGene ("SnapGene") for the SnapGene software product ("Software") or SnapGene Viewer software product ("Freeware") that accompanies this Agreement, including any associated media, printed materials and electronic documentation.
2. The Software or Freeware also includes any software updates, add-on components, web services and/or supplements, and any user or technical documentation that SnapGene may provide to End User or make available to End User after the date End User obtains the initial copy of the Software or Freeware. By installing, copying, downloading, accessing or otherwise using the Software or Freeware, End User agrees to be bound by the terms of this Agreement.
3. If there is a conflict among the Agreement, or other written agreement incorporating these Terms, the following rules of interpretation apply: (i) the terms of the Agreement shall prevail over any conflicting terms in any other agreement, unless such agreement is mutually executed and expressly states that it is modifying the applicable provision(s) within the Schedule Attachment or terms.

## **2. Fees and Credits Cards**

1. End User agrees to pay SnapGene the applicable fees for the Software within 30 days of the invoice date plus all related taxes. All fees are non-cancelable and non-refundable.
2. End User's failure to pay according to the terms of this Agreement shall be a material breach of this Agreement. SnapGene shall be entitled, without prejudice to its other rights and remedies under this Agreement, (i) to charge interest on a daily basis from the original due date at the rate of the lesser of 1.5% per month or the maximum amount permissible by law, and (ii) at its option, to suspend the provision of any Software.
3. If End User chooses to pay by credit card, End User agrees to the following:
  - a) End User authorizes SnapGene to bill the credit card information provided for payment of the subscription;
  - b) End User shall provide complete and accurate credit card information as required to process payment; and
  - c) If End User's subscription reaches its expiration date and End User does not provide notice of non-renewal, End User authorizes SnapGene to continue billing that credit card on file including extending the expiration date until SnapGene is notified by End User or the credit card company that the account is no longer valid.

## **3. License Grants**

1. All licenses granted under this Agreement are nonexclusive, nontransferable, non-sublicenseable licenses to: (i) install and use the Software; and (ii) to access and use the Software solely for End User's internal business activities. End User will reproduce all copyright notices on each copy, or partial copy, of the Software and Documentation. Unless otherwise expressly agreed in writing, all Software will be delivered electronically, and the Software will be considered fully delivered and accepted upon actual download by or on behalf of End User. The Software is protected by the copyright laws of the United States and other countries. All rights not expressly granted in this Agreement are reserved by SnapGene.
2. Freeware License. SnapGene grants End User an unlimited license to use the Freeware. The install packages for the Freeware can be redistributed without restriction, and can be used for both commercial and non-commercial purposes.

3. Trial Period License. End User may download and use the Software for free for thirty (30) days after installation ("Trial Period"). During the Trial Period, SnapGene grants End User a limited, non-exclusive, non-transferable, non-renewable license to copy and use the Software for evaluation purposes only. At SnapGene's discretion, SnapGene may provide limited support through email or discussion forums at SnapGene's website. The evaluation copy of the Software contains a feature that will automatically disable certain features of the Software at the end of Trial Period. SnapGene will have no liability to End User if this feature disables the Software.
4. License After Trial Period. This Software is licensed, not sold. End User has the option of paying a license fee in order to use the Software after the expiration of the Trial Period. Upon payment of the license fee, SnapGene provides End User with a registration number, and grants End User a limited, non-exclusive, non-transferable license as outlined in Sections 3.5 through Section 3.8 and in Section 4.
5. Computer-Specific License. Under the terms of a Computer-Specific License for the Software, End User may activate each license only on a single computer, and may use the Software only on that computer. The Software may not be accessed remotely.
6. Floating License. Under the terms of a Floating License for the Software, End User may install the Software on an unlimited number of computers. All computers using the Software must have the ability to communicate with a license server. The number of users who may run the Software concurrently must not at any time exceed the number of Floating Licenses purchased.
7. Network License. Under the terms of a Network License for the Software, End User may install and use the Software on an unlimited number of computers with IP addresses in a specified IP range as agreed to by SnapGene and End User.
8. The Software or Freeware is for educational and non-commercial or commercial research purposes only. SnapGene makes no representation that the Software or Freeware is a clinically approved medical device, and End User understands and accepts that any result or its display presented in whatever form obtained using the Software or Freeware must not be used for any purpose other than education or research.

#### **4. License Restrictions**

1. End User may use the Software only on the permitted number of computers.

2. End User may make one copy of the Software solely for backup purposes. Any backup copy must contain all copyright notices and any other proprietary legends on the original copy of the Software. End User may not sell or transfer any copy of the Software made for backup purposes.
3. End User's license rights under this Agreement are non-exclusive and non-assignable.
4. Other than as set forth in Section 4.2, End User may not make copies of the Software or electronically transfer the Software from one computer to another.
5. End User may not alter, merge, modify, adapt, translate, decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.
6. End User may not rent, lease, or sublicense the Software.
7. End User may not create derivative works based upon the Software.
8. End User may not export the Software into any country to which such export is prohibited by the United States Export Administration Act.
9. End User may not remove, alter or obscure any copyright or other proprietary notices, labels or marks from the Software.
10. End User may not otherwise install, access or otherwise use or copy the Software other than in strict compliance with the terms of this Agreement.
11. In the event that End User fails to comply with this Agreement, SnapGene and its distributors may, in addition to seeking any damages, terminate the license. Upon termination, End User must destroy all copies of the Software (with all other rights of both parties and all other provisions of this Agreement surviving any such termination).

## 5. **Ownership**

The foregoing license gives End User a limited license to use the Software. SnapGene retains all rights, title and interest, including all copyright and intellectual property rights, in and to the Software and all copies thereof. The Software is protected by the copyright laws of the United States and other countries. All rights not expressly granted in this Agreement are reserved by SnapGene. End User has no rights to view, examine, inspect, possess, redistribute, or any other rights to the Software source code. SnapGene will retain all such source code at its sole discretion.

As between the parties, End User owns all rights, title and interest in and to the data that End User uploads or inputs into the Software and End User's Confidential Information as defined below under Section 7 (collectively, "End User Data"). Except as expressly provided herein, SnapGene acquires no right, title or interest in or to End User Data. End User grants SnapGene a royalty-free, worldwide, non-exclusive license to use, copy, modify and distribute End User Data to provide you the Software.

## **6. Updates and Modifications**

SnapGene may provide Software updates or modifications, including, but not limited to for legal or technical reasons including to revise, improve and/or optimize the Software and/or Freeware. Such updates or modifications may delete or change the nature of features or other aspects of the Software and/or Freeware, including functions End User may rely upon. SnapGene will use commercially reasonable efforts to provide updates/modifications that do not materially reduce the level of performance, functionality, or security of the Software and/or Freeware. End User acknowledges and agrees that updates/modifications may occur at SnapGene's sole discretion and that SnapGene may condition continued use of the Software and/or Freeware upon End User's complete installation or acceptance of such update or modifications. Any updates/modifications shall be deemed to be, and shall constitute part of, the Software and/or Freeware for purposes of this Agreement.

END USER AGREES TO MAKE SUCH UPDATES/MODIFICATIONS AND/OR ALLOW SUCH UPDATES/MODIFICATIONS TO BE MADE. FAILURE TO INSTALL OR ALLOW FOR SUCH UPDATES/MODIFICATIONS IS A MATERIAL BREACH OF THIS AGREEMENT. SNAPGENE SHALL NOT BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES ARISING FROM YOUR FAILURE TO INSTALL OR ACCEPT ANY UPDATE OR PATCH THAT SNAPGENE MAKES AVAILABLE. END USER AGREES THAT SNAPGENE MAY SUSPEND END USER'S ACCESS TO THE SOFTWARE FOR ITS FAILURE TO INSTALL UPDATES/MODIFICATIONS IMMEDIATELY.

## **7. CONFIDENTIAL INFORMATION**

Each party agrees: (i) that it will use reasonable efforts (which shall be no less than the efforts used to protect its own confidential information of a similar nature) to prevent the disclosure of the other party's Confidential Information to any person or entity, unless authorized in writing by the other party; and (ii) that it will not use Confidential Information of the other party for any purpose other than as authorized by this Agreement or by the other party. As to SnapGene, Confidential Information includes information specifically designated as

confidential or that would be understood to be confidential or proprietary by a reasonable person, the features and functions of the Software that are not available to the general public via the public internet (including screen shots of the same), future product plans, specifications, and the commercial terms (including pricing), and any other proprietary, financial or business information. As for End User, Confidential Information includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, login credentials for accessing the Software and any data uploaded to the Software by End User.

Confidential Information shall not include (i) information which is or becomes publicly known through no act or omission of the receiving party, or (ii) information gained by the receiving party independent of the disclosing party. It shall not be a breach of these Terms to disclose Confidential Information required to be disclosed pursuant to administrative or court order, government or regulatory investigation or requirement, or arbitration or litigation arising out of these Terms; provided, however, that to the extent permissible, each party shall, in advance of any such disclosure promptly notify the other party in order to enable the other party reasonable time to seek a protective order with respect to the requested information or otherwise challenge or oppose the disclosure requirement.

## **8. FEEDBACK.**

End User may provide Feedback from time to time during the term of the Agreement. All such Feedback are provided "AS IS." End User hereby grants to SnapGene a non-exclusive, royalty-free, perpetual, irrevocable license under all Feedback and all intellectual property rights therein, to copy, use and modify such Feedback and to make, have made, use, import, offer to sell and sell products and services incorporating such Feedback.

## **9. LIMITED WARRANTY AND DISCLAIMER**

1. SnapGene warrants that, for a period of 90 days, the Software will perform in substantial conformance with published specifications for the Software.
2. EXCEPT AS SET FORTH IN THE FOREGOING LIMITED WARRANTY WITH RESPECT TO THE SOFTWARE, SNAPGENE DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE IS PROVIDED "AS-IS". THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT. SNAPGENE DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT

INTERRUPTION. THE SOFTWARE IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS.

3. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO 90 DAYS FROM THE DATE OF DELIVERY.
4. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SNAPGENE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

#### 10. **Exclusive Remedy**

End User's exclusive remedy is to return the Software to SnapGene. Provided that any non-compliance with the above warranty is reported in writing to SnapGene no more than ninety (90) days following delivery to End User, SnapGene will use reasonable commercial efforts to supply End User with a replacement copy of the Software that substantially conforms to published specifications, provide a replacement for defective media, or refund to End User the purchase price for the Software, at its option. SnapGene shall have no responsibility if the Software has been altered in any way, or if the media has been damaged by misuse, accident, abuse, modification or misapplication. Any such misuse, accident, abuse, modification or misapplication of the Software will void the warranty above. THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO END USER FOR BREACH OF EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE.

#### 11. **LIMITATION OF LIABILITY**

1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF SNAPGENE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.
2. EACH PARTY'S TOTAL LIABILITY TO THE OTHER FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE AMOUNT END USER PAID FOR THE SOFTWARE.

3. (USA only) SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO END USER AND END USER MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.
4. THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT.

## **12. Term, Termination and Suspension**

1. The term of the Agreement begins upon the provision of access to the Software and continues for one year the ("Term"), unless otherwise agreed to in writing by the parties. The Term shall automatically renew for an additional one year term unless End User provides SnapGene with written notice of its intent not to renew at least thirty (30) days prior to the expiration of the current Term.
2. SnapGene may suspend the End User's or temporarily disable access to all or part of the Software in the event of any suspected illegal activity or requests by law enforcement or other government agencies. Objections to suspension or disabling of accounts should be made to support@snapgene.com within thirty (30) days of notification of the suspension or disabling. SnapGene may terminate a suspended or disabled account after thirty (30) days. In addition, SnapGene reserves the right to terminate any account upon reasonable belief of the violation of any of the terms of the Agreement, including non-payment. In the event of termination by reason of the End User's failure to comply with any part of this agreement, or upon any act which shall give rise to SnapGene's right to terminate, SnapGene shall have the right, at any time, to terminate the license(s), deny access to the SnapGene Offering, delete account information (including but not limited to email IDs and passwords), and/or take immediate possession or confirm destruction of the SnapGene Offering and documentation and all copies wherever located, without demand or notice. Within 5 days after termination of the license(s), End User will return to SnapGene the SnapGene Offering in the form provided by SnapGene or as modified by the End User, or upon request by SnapGene destroy the SnapGene Offering and all copies, and certify in writing that they have been destroyed. Without limiting any of the above provisions, in the event of termination as a result of the End User's failure to comply with any of its obligations under this Agreement, the End User shall continue to be obligated for any payments due. Termination of the License shall be in addition to and not in lieu of any equitable remedies available to SnapGene.

## **13. U.S. GOVERNMENT RESTRICTED RIGHTS LEGEND**



This Software and the documentation are provided with "RESTRICTED RIGHTS" applicable to private and public licenses alike. Without limiting the foregoing, use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in this EULA and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013 (c)(1)(ii)(OCT 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14, as applicable. Manufacturer: GSL Biotech LLC

#### 14. **General**

1. This Agreement shall be governed by the internal laws of the Commonwealth of Massachusetts, USA. In each case this Agreement shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.
2. End User represents and warrant that End User is not and will not provide a Service to any entity incorporated in or resident in a country subject to economic or trade sanctions by the U.S. State Department and/or OFAC or are listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar designation under the OFAC sanctions regime. Any breach of this Section is a material breach of these Terms and SnapGene may immediately terminate these Terms.
3. To the maximum extent permitted by law, SnapGene reserves the right, at its sole discretion, to add, amend or delete any part of this Agreement, and any such variation of terms and conditions shall be deemed as accepted by End User and/or any Authorized User downloading, installing or running a version of the Software that references the updated terms and conditions.
4. The Software has not been designed to conflict with any compliance areas of section 508 of the Rehabilitation Act for Electronic and Information Technology Accessibility for Persons with Disabilities.
5. End User agrees that SnapGene may identify End User as a recipient of the Software and use its logo in sales presentations, marketing materials, press releases and financial presentations provided that SnapGene uses End User's logo in accordance with End User's logo guidelines.
6. If any term, clause or provision of this Agreement shall be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to have been deleted from this Agreement.

7. A party to this Agreement will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, criminal acts, distributed denial of service attacks, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, pandemics, riots, war, utility or communication failures, or other cause beyond the Party's reasonable control. Both parties shall use reasonable efforts to mitigate the effect of a force majeure event.
8. Acceptance of this offer is expressly limited to the terms and conditions set forth by SnapGene herein. Additional or different terms raised by the End User shall be interpreted as mere proposals for additions to the contract and shall not be binding on SnapGene. Any such proposal for additions or any other different terms are deemed rejected unless expressly accepted in writing by SnapGene. SnapGene objects to any and all additional or different terms set forth in any other commercial document or End User purchase order in this transaction or any subsequent renewal regardless of when delivered or processed. Such additional or different terms are rejected without regard to whether any additional or different term amounts to a material alteration of the contract. This Agreement, when effective, supersedes all previous agreements, understandings or commitments whatsoever between the parties in relation to the subject matter of this Agreement whether oral or written, and represents the entire Agreement between them. End User acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation (whether innocent or negligent) assurance or warranty (whether or not in writing) of SnapGene or any other person (whether or not party to these Terms) other than as expressly set out in this Agreement. End User specifically agrees that it has not relied upon and its purchase of subscriptions is not contingent upon the future availability of any Software, products, services, programs, modifications, enhancements or updates in entering into the payment obligations in these Terms.
9. All provisions of this Agreement that require or that can reasonably be inferred by their terms to survive the termination or expiration of these Terms shall so survive.
10. The delay or failure of a Party at any time to enforce a right or remedy available to it under this Agreement with respect to any breach or failure will not be construed as a waiver with respect to that breach or failure or any other breach or failure.
11. Except for assignment to a Party's affiliate (any entity which directly or indirectly controls, is controlled by, or is under common control with such Party), or in the case of a merger, acquisition or sale of all or substantially all assets not involving a direct competitor of the other Party, neither Party may assign or otherwise

transfer any right or obligation set forth under this Agreement without the other Party's prior written consent, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, SnapGene may subcontract the provision of Service in whole or in part to a SnapGene affiliate. Any purported assignment or transfer in violation of this Section is void.

12. Each Party is an independent contractor in the performance of this Agreement, and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection with these Terms.
13. There are no third-party beneficiaries to this Agreement.

GSL Biotech LLC dba SnapGene  
*March 8 2024*