

ROSALIND Customer Terms of Service

OnRamp BioInformatics, Inc.

Last Modified: September 25, 2020

PLEASE READ THESE CUSTOMER TERMS OF SERVICE CAREFULLY.

This is a contract between you (the Customer) and us (OnRamp). It describes the services we will provide to you, how we will work together, and other aspects of our business relationship. It is a legal document, but we have tried to make it as readable as possible. These terms are so important that we cannot provide our products and services to you unless you agree to them. By using the Subscription Service, Analysis Units or receiving the Professional Services, you are agreeing to these terms.

We periodically update these terms. If you have an active ROSALIND subscription, we will let you know when we do via an email or within the application.

A. DEFINITIONS

"Administrator Capabilities" means a set of user permissions that allow for management of settings for users, groups, projects, Analysis Units and other team or organizational parameters.

"Agreement" means these Customer Terms of Service and all materials referred or linked to in here.

"Analysis Unit(s)" means a unit used for the computational processing of one biological sample, either in RAW or processed data state. One biological sample requires one Analysis Unit. Multi-lane and paired-end files that comprise a single biological sample are considered a single sample and only require a single Analysis Unit for processing. Access to this feature is defined in the Product and Services Catalog.

"Billing Period" means the period for which you agree to prepay fees under an **Order Form**, which will be the same as or shorter than the **Subscription Term** as specified in the Order Form. For example, if you subscribe to the **Subscription Service** for a three (3) year Subscription Term, with a one (1) year upfront payment, the Billing Period will be one (1) year.

"Confidential Information" means all information provided by you or us ("Discloser") to the other ("Receiver"), whether orally or in writing that is designated as confidential. Confidential Information will include **Customer Data** and information about the Discloser's business plans, technical data, and the terms of the **Order**. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Discloser or (ii) was known to the Receiver before receipt from the Discloser.

"Contact Information" means the name, email address, phone number, online user name(s), telephone number, and similar information submitted by you to the Subscription Service.

"Professional Services" means the professional services provided to you by us, which may include training services, custom bioinformatic analysis, pipeline development, integration or other Professional Services.

"Customer Data" means all information that you submit via the Subscription Service. This includes **Sample Data** and **Experiments**. Customer Data does not include **Enrichment Data**.

"Customer Results" means information resulting from your use of **Customer Data** and any potential **Enrichment Data** through the Subscription Service.

"Derived Data" means any files or database content that is created as a result of processing customer data, including but not limited to BAMs, BigWigs, Count files, VCFs and images.

"Enrichment Data" means the data we make available to you as part of the Subscription. We may obtain Enrichment Data from public or third-party sources.

"Experiments" means a unit of organization within ROSALIND that includes Sample Data and Derived Data that a user may submit by uploading and/or inputting. Access to this feature is defined the Product and Services Catalog.

"Filters" mean a unique Gene List within an Experiment that is derived by a set of parameters for fold change, pValue or some combination thereof from the overall list of differentially expressed genes. Access to this feature is defined the Product and Services Catalog.

"Free Services" means the Subscription Service or other products or features made available by us to you on an unpaid trial or free basis.

"Gene List" means a set of genes or gene features identified by either name or database identifiers

"Legacy Experiment" refers to a class of Experiment that have been created and unlocked before August 1, 2019. Experiments with this status allow users of any subscription level, including Free Services, to add filters and comparisons.

"Meta-Analysis" means a type of Experiment within ROSALIND whose data derives from one or more other Experiments and Comparisons. Access to this feature is defined the Product and Services Catalog.

"OnRamp", "we", "us" or "our" means OnRamp BioInformatics, Inc., the applicable contracting entity, as specified in the 'Contracting Entity and Applicable Law' section.

"OnRamp Content" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into our Services, including Enrichment Data.

"Order" or "Order Form" means the OnRamp-approved form or online subscription process by which you agree to subscribe to the Subscription Service or purchase Analysis Units or Professional Services. The Order may be referred to as a "Statement of Work" if you are purchasing only Professional Services.

"Paid Users" means those types of Users (defined below) for which we charge fees as set forth in our Product and Services Catalog.

"Pool" means a virtual bucket for storing Analysis Units.

“Pool Management” means the ability to create, add or rename Pools, in addition to adding, removing Pool Members, promoting or demoting Pool Members to or from Pool Manager. Access to this feature is defined the Product and Services Catalog.

“Pool Manager” means a User who is able to perform Pool Management on a Pool, and who is able to transfer Analysis Units out of the Pool.

“Pool Membership” means whether or not a user has access to a Pool, and whether that user may utilize Analysis Units from that Pool in order to unlock a locked experiment. Access to this feature is defined the Product and Services Catalog.

“Processed Sample Data” means Counts, Peaks or other customer sample data that has been derived from RAW Sample Data.

“Product and Services Catalog” means OnRamp’s Product and Services Catalog available at <http://rosalind.onramp.bio/store>, as updated by us from time-to-time.

“Public Data Import” refers to the systematic access, import and processing of NCBI BioProject metadata and the associated SRA (FASTQ) data files. Access to this feature is defined the Product and Services Catalog.

“RAW Sample Data” means FASTQ files uploaded by the customer.

“Re-Use of Existing Samples” refers to the selection of Sample Data, for which an Analysis Unit has already been expended to unlock an associated Experiment, for use in a new Experiment. Access to this feature is defined the Product and Services Catalog.

“ROSALIND” means the OnRamp BioInformatics Platform Service.

“Rosalind Account” means the customer account on ROSALIND.

“Sample Data” means (a) RAW Sample Data and (b) Processed Sample Data

“Services” means Professional Services and Subscription Services

"Sensitive Information" means (a) credit or debit card numbers; personal financial account information; Social Security numbers or local equivalents; passport numbers; driver’s license numbers or similar identifiers; passwords; racial or ethnic origin; physical or mental health condition or information; or other employment, financial or health information, including any information subject to the Health Insurance Portability and Accountability Act, the Payment Card Industry Data Security Standards, and other regulations, laws or industry standards designed to protect similar information; and (b) any information defined under EU data protection laws as ‘Sensitive Personal Data’.

“Spaces” means a collaborative module where users may add or remove participants and add or remove Experiments and Meta-Analyses for the purposes of information sharing and collaborative work. Access to this feature is defined the Product and Services Catalog.

"Subscription Fee" means the amount you pay for the Subscription Service.

"Subscription Service" means all of our web-based tools and platforms that you have subscribed to by an Order Form or that we otherwise make available to you, and are developed, operated, and maintained

by us, accessible via <https://rosalind.onramp.bio> or another designated URL, and any ancillary products and services that we provide to you.

"Subscription Term" means the initial term of your subscription to the applicable Subscription Service, as specified on your Order Form(s), and each subsequent renewal term (if any). For Free Services, the Subscription Term will be the period during which you have an account to access the Free Services.

"Third-Party Products" means embedded products, non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service. These products and services include links made available through the Subscription Service.

"Third-Party Sites" means third-party websites linked to from within the Subscription Service.

"Transfer of Ownership" means the transaction through which a source User transfers all ownership rights and data to a Project, and the Experiments contained therein, to another user. Access to this feature is defined the Product and Services Catalog.

"Trial Access" means limited time access to select Individual Trial Subscription based on Trial Period specified on the Product and Service Catalog.

"Users" means your employees, representatives, consultants, contractors or agents who are authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

"You", "your" or "Customer" means the person or entity using the Subscription Service or receiving the Professional Services and identified in the applicable account record, billing statement, online subscription process, or Order Form as the customer.

B. GENERAL COMMERCIAL TERMS

1. **Access.** During the Subscription Term, we will provide you access to use the Subscription Service as described in this Agreement and the applicable Order. We may also provide you access to use our Free Services at any time by activating them in your Rosalind Account. We might provide some or all elements of the Subscription Service through third party service providers.
2. **Additional Features.** You may subscribe to additional features of the Subscription Service by placing an additional Order or activating the additional features from within your Rosalind Account (if this option is made available by us). This Agreement will apply to all additional Order(s) and all additional features that you activate from within your Rosalind Account.
3. **Availability.** We try to make the Subscription Service available 24 hours a day, 7 days a week, except for planned down-time for maintenance.

4. Professional Services. You may purchase Professional Services by placing an Order with us. Unless we otherwise agree, the Professional Services we provide are described in the Product and Services Catalog and will be delivered in English. Fees for these Professional Services are in addition to your Subscription Fee. If you purchase Professional Services that recur, they will be considered part of your subscription and will renew in accordance with your subscription.

All Professional Services are performed remotely, unless you and we otherwise agree.

For Professional Services performed on-site, you will reimburse us our reasonable costs for all expenses incurred in connection with the Professional Services. Any invoices or other requests for reimbursements will be due and payable within thirty (30) days of the date of the invoice.

If there are a specific number of hours included in the Professional Services purchased, those hours will expire as indicated in the applicable description, which expiration period will commence upon purchase (the "Expiration Period"). If there are deliverables included in the Professional Services purchased, it is estimated that those deliverables will be completed within the time period indicated as the delivery period in the applicable description, which delivery period will commence upon purchase (the "Delivery Period"). If there is no Expiration Period or Delivery Period indicated, then it will be one hundred and eighty (180) days from purchase. If the Professional Services provided are not complete at the end of the Delivery Period due to your failure to make the necessary resources available to us or to perform your obligations, such Professional Services will be deemed to be complete at the end of the Delivery Period. If the Professional Services provided are not complete at the end of the Delivery Period due to our failure to make the necessary resources available to you or to perform our obligations, the Delivery Period will be extended to allow us to complete such Professional Services.

We might provide some or all elements of the Professional Services through third party service providers. Professional Services are non-cancellable and all fees for Professional Services are non-refundable.

5. Fees and Payments

- a. Subscription Fees. The Subscription Fee will remain fixed during the Subscription Term unless you: (i) upgrade products (ii) subscribe to additional features or products, including additional Users or Analysis Units, or (iii) unless otherwise agreed to in the Order. For our products that have applicable User limits, you will be charged fees associated with all Paid Users. For Enterprise Subscriptions, your number of Paid Users will not decrease, even if there is a subsequent reduction in the number of assigned Paid Users.
- b. Payment by credit card. If you are paying by credit card, you authorize us to charge your credit card or bank account for all fees payable during the Subscription Term. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

- c. Payment against invoice. If you are paying by invoice, we will invoice you no more than forty-five (45) days before the beginning of the Subscription Term and each subsequent Billing Period, and other times during the Subscription Term when fees are payable. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Order Form.
- d. Payment Information. You will keep your contact information, billing information and credit card information (where applicable) up to date. Changes may be made on your Account Management page within your Rosalind Account. All payment obligations are non-cancelable, and all amounts paid are non-refundable. All fees are due and payable in advance throughout the Subscription Term.
- e. Sales Tax. All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Subscription Service and performance of Professional Services. You shall have no liability for any taxes based upon our gross revenues or net income.
- f. Unlocking Experiments. An Experiment is considered "Locked" until the applicable quantity of Analysis Units are utilized, or spent, to unlock the Experiment. The quantity and price of Analysis Units is subject to change at any time and is defined by the user's current Subscription. An Experiment must only be unlocked once, except in cases of non-payment where the Experiment may become Locked until successful payment has been confirmed.

6. Use and Limitations of Use

- a. Acceptable Use. You will comply with our Acceptable Use Policy at <https://www.onramp.bio/acceptable-use> ("AUP").
- b. Prohibited and Unauthorized Use. You will not (i) use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser; (ii) use the Subscription Service in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party's use of the Subscription Service; (iii) attempt to gain unauthorized access to the Subscription Service; (iv) access the Subscription Service other than through our interface; or (v) use the Subscription Service for any purpose or in any manner that is unlawful or prohibited by this Agreement.

You may not use the Subscription Service if you are legally prohibited from receiving or using the Subscription Service under the laws of the country in which you are resident or from which you access or use the Subscription Service.

You will notify us right away of any unauthorized use of your Users' identifications and passwords or your account by contacting support@onramp.bio.

- c. No Sensitive Information. YOU AGREE NOT TO USE THE SUBSCRIPTION SERVICE TO COLLECT, MANAGE OR PROCESS SENSITIVE INFORMATION. WE WILL NOT HAVE ANY LIABILITY THAT MAY RESULT FROM YOUR USE OF THE SUBSCRIPTION SERVICE TO COLLECT OR MANAGE SENSITIVE INFORMATION.
- d. Third-Party Sites and Products. Third-Party Sites and Products are not under our control. Third-Party Sites and Products are provided to you only as a convenience, and the availability of any Third-Party Site or Product does not mean we endorse, support or warrant the Third-Party Site or Product.

7. Subscription Term, Termination, Suspension

- a. Term and Renewal. Your initial subscription period will be specified in your Order, and, unless otherwise specified in your Order, your subscription will automatically renew for the shorter of the subscription period, or one year. To prevent renewal of the subscription, the required notice must be provided within the timeframe as specified in the 'Subscription Types' section below.

The renewal pricing set forth in your Order will apply, subject to adjustment as specified in the 'Fees and Payments' section above. If renewal pricing is not included in your Order, then our standard pricing available in our Product and Services Catalog on the date of renewal will apply. If you use our Free Services, we will make the Free Services available to you free of charge until earlier of (a) the date on which your free subscription is terminated or (b) the start date of your paid subscription.

- b. No Early Termination; No Refunds. The Subscription Term will end on the expiration date and the subscription cannot be cancelled early. We do not provide refunds if you decide to stop using the Subscription Service during your Subscription Term.
- c. Termination for Cause. Either party may terminate this Agreement for cause, as to any or all Subscription Services: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors. We may also terminate this Agreement for cause on thirty (30) days' notice if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers. This Agreement may not otherwise be terminated prior to the end of the Subscription Term.
- d. Suspension for Prohibited Acts. We may suspend any User's access to any or all Subscription Services without notice for use of the Subscription Service in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement. We may, without notice, review, edit and delete any Customer Data or

Customer Results that we determine in good faith violate these terms or the AUP, provided that, we have no duty to prescreen, control, monitor or edit your Customer Data or Customer Results.

- e. **Suspension for Non-Payment.** We will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access to your account, or to any or all of the Subscription Services ten (10) days after such notice. We will not suspend the Subscription Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If a Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.
- f. **Trial Period Cancellation.** A Trial may be canceled at any time during the Trial Period and will be effective immediately. Any Analysis Units allotted during a Trial Period are subject to removal if the User requests to cancel the trial, or there is a Non-Payment of the first Subscription Fee. Any Experiments, Services, or any other product on which those Analysis Units were spent may be Locked or disabled at the discretion of OnRamp until such time as the Subscription Fee is paid, or other purchased Analysis Units are used to Unlock or pay for those Experiments, Services or products.
- g. **Suspension for Present Harm.** If your use of the Subscription Service: (i) is being subjected to denial of service attacks or other disruptive activity, (ii) is being used to engage in denial of service attacks or other disruptive activity, (iii) is creating a security vulnerability for the Subscription Service or others, (iv) is consuming excessive bandwidth, or (v) is causing harm to us or others, then we may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service. We will try to limit the suspension to the affected portion of the Subscription Service and promptly resolve the issues causing the suspension of the Subscription Service. Nothing in this clause limits our right to terminate for cause as outlined above, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.
- h. **Suspension and Termination of Free Services.** We may suspend, limit, or terminate the Free Services for any reason at any time without notice. We may terminate your subscription to the Free Services due to your inactivity.
- i. **Effect of Termination or Expiration.** If your paid subscription is terminated or expires, we will continue to make available to you our Free Services provided however, this may not be the case if your Agreement was terminated for cause. You may request the deletion of your Rosalind Account after expiration or termination of your subscription by sending a request to support@onramp.bio. You will continue to be subject to this Agreement for as long as you have access to a Rosalind Account.

Upon termination or expiration of this Agreement, you will stop all use of the Subscription Service and OnRamp Content. We may or may not provide you the opportunity to retrieve

Customer Data, Derived Data and Customer Material after termination or expiration, depending on the type of applicable subscription as specified in the 'Retrieval of Customer Data' section below. If you terminate this Agreement for cause, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination. If we terminate this Agreement for cause, you will promptly pay all unpaid fees due through the end of the Subscription Term. Fees are otherwise non-refundable.

C. SUBSCRIPTION TYPE TERMS

1. **Subscription Types.** We offer three main types of subscriptions: (a) Individual Subscriptions, (b) Enterprise Subscriptions, and (c) Free Subscriptions. There are different terms that apply depending on the subscription you purchase, and we cover those differences in this section. Unless otherwise agreed to in an Order, the following subscription types apply to the products specified:
 - a. **Individual Subscriptions:** ROSALIND Explorer (Monthly), ROSALIND Explorer (Annual), ROSALIND Scientist (Monthly), ROSALIND Scientist (Annual), ROSALIND Director (Annual) and any paid Add-Ons to these products.
 - b. **Service Provider Subscriptions:** ROSALIND Core Explorer, ROSALIND Core Scientist, ROSALIND Core Director, ROSALIND Core Admin, ROSALIND Core Analytics Module, ROSALIND Service Provider Explorer, ROSALIND Service Provider Scientist, ROSALIND Service Provider Admin, ROSALIND Service Provider Analytics Module and any paid Add-Ons to these products.
 - c. **Enterprise Subscriptions:** ROSALIND Enterprise, ROSALIND Enterprise Admin Upgrade and any paid Add-Ons to these products.
 - d. **Individual Trial Subscriptions:** ROSALIND Scientist (Monthly) 7-Day Trial, ROSALIND Scientist (Monthly) 14-Day Trial, ROSALIND Community Scientist (Monthly) 90-Day Trial and any paid Add-Ons to this product.
 - e. **Academic Subscriptions:** ROSALIND Lab Director, ROSALIND Lab Manager, ROSALIND Lab User, ROSALIND Science Teacher and ROSALIND Student.
 - f. **Free Subscriptions:** ROSALIND Viewer and all other products for which you do not pay us a Subscription Fee, and any Add-Ons to these products, that we do not otherwise name in this 'Subscription Types' section.
2. **Limits.** The limits that apply to you will be specified in your Order Form, this Agreement or in our Product and Services Catalog, and for our Free Subscriptions, these limits may also be designated

only from within the product itself. You must be 18 years of age or older to use the Subscription Service, unless otherwise specified below.

- a. For our Individual and Enterprise Subscriptions, if we make modifications to the limits set forth in the Product and Services Catalog that would negatively impact you, these modifications will not apply to you until the start of your next renewal Subscription Term. On renewal, the current product usage limits in our Product and Services Catalog will apply to your subscription, unless you and we otherwise agree.
 - b. For our Free Subscriptions, we may change the limits that apply to your use at any time in our sole discretion without notice to you, regardless of whether or not these are used in conjunction with other products or services for which you pay us a fee.
 - c. For our Trial Subscriptions, we may change the availability, features and Trial Period of any Individual Trial Subscriptions at any time.
 - d. For our ROSALIND Student subscriptions, you must be at least 13 years of age and attending an approved High School Science program.
3. Downgrades. You may downgrade your subscription at the start of your next renewal Subscription Term, as specified in the 'Fee Adjustments at Renewal' section above.
 4. Modifications. We modify the Subscription Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience.
 5. Customer Support. Phone and email support is included at the service level specified in the Subscription. Phone support is available from 9am to 5pm, Monday through Friday Pacific Time, with reduced hours during holidays in the US. We accept email support questions 24 Hours per Day x 7 Days per Week. Email can be submitted to support@onramp.bio, or by following the link at <https://www.onramp.bio/contact-us>. Email and in-app responses are provided during phone support hours only. We attempt to respond to email and in-app support questions within one business day; in practice, our responses are generally even faster. We do not promise or guarantee any specific response time. We may limit or deny your access to support if we determine, in our reasonable discretion, that you are acting, or have acted, in a way that results or has resulted in misuse of support or abuse of OnRamp representatives.
 6. Notice of Non-Renewal. Your subscription will automatically renew according to the 'Term and Renewal' section above.
 - a. Unless otherwise specified in your Order, to prevent renewal of a Subscription, you or we must give written notice of non-renewal and this written notice must be received no less than ten (10) days in advance of the end of the Subscription Term.

- b. If you decide not to renew, you may send this non-renewal notice to us by indicating that you do not want to renew by turning auto-renew off by accessing modify subscription in your Rosalind Account, or by contacting us by Email at support@onramp.bio or by Phone at (855) 766-7267.
 - c. To prevent continuation of the Subscription Term of a Free Subscription, you or we may close your account.
 7. Retrieval of Customer Data. For our Individual and Enterprise Subscriptions, as long as you have paid all fees owed to us, if you make a written request within thirty (30) days after termination or expiration of your subscription, we will provide you with temporary access to the Subscription Service to retrieve, or we will provide you with copies of, all Customer Data and Derived Data then in our possession or control.
 - a. If we provide you with temporary access to the account, we may charge a re-activation fee. We may withhold access to Customer Data and Derived Data until you pay any fees owed to us.
 - b. Thirty (30) days after termination or expiration of your Subscription, we will have no obligation to maintain or provide you the Customer Data and Derived Data and may, unless legally prohibited, delete all Customer Data and Derived Data in our systems or otherwise in our control. For our Free Subscriptions, we will not provide you with any access to Customer Data and Derived Data after termination or expiration of your subscription.

D. GENERAL LEGAL TERMS

1. Customer Data
 - a. Limits on OnRamp. We will use Customer Data only in order to provide the Subscription Service and Professional Services to you and only as permitted by applicable law, this Agreement, and our Product Privacy Policy.
 - b. Aggregate Data. We may monitor use of the Subscription Service by customers and gather an aggregate and anonymous version of this information. You agree that we may use such anonymous information, provided that it does not incorporate any Customer Data and/or any identification to you. With these internal data processes, in no event will Customer Data be disclosed, included within or provided to other customers or third parties.

- c. **Safeguards.** We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Customer Data. You consent to the processing of Customer Data in the United States.
2. **OnRamp's Proprietary Rights.** This is an Agreement for access to and use of the Subscription Service, and you are not granted a license to any software by this Agreement. The Subscription Service and Professional Services are protected by intellectual property laws, they belong to and are the property of us or our licensors (if any), and we retain all ownership rights to them. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the OnRamp Content, the Subscription Service, or the Professional Services in whole or in part, by any means, except as expressly authorized in writing by us. Our trademarks may not be used without our prior written permission.

If we make Enrichment Data available to you, then you may only use that Enrichment Data in connection with your use of the Subscription Service (unless, of course, you have a source other than the Subscription Service for such Enrichment Data.) Enrichment Data may be made available to you based on Customer Data, but we will not use your Customer Data to enrich data for other parties, except as we describe in the 'Aggregate Data' section above. The Enrichment Data we provide may be provided from or through third party service providers or public sources.

We encourage all customers to comment on the Subscription Service or Professional Services, provide suggestions for improving it, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Subscription Service or Professional Services, without payment or attribution to you.

3. **Customer's Proprietary Rights.** As between the parties, you own and retain all rights to the Customer Results and Customer Data. This Agreement does not grant us any ownership rights to Customer Results or Customer Data. You grant permission to us and our licensors to use the Customer Results and Customer Data only as necessary to provide the Subscription Service and Professional Services to you and as permitted by this Agreement. If you are using the Subscription Service or receiving Professional Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.
4. **Confidentiality.** The Receiver and third party service providers will: (i) protect the confidentiality of the Confidential Information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care, (ii) not use any Confidential Information for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information to any third party (except our third party service providers), and (iv) limit access to Confidential Information to its employees, contractors, advisors and agents. Upon notice to the Discloser, the Receiver may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

5. **Publicity.** You grant us the right to add your name and company logo to our customer list and website.

6. **Indemnification.**
 - a. **Indemnification by OnRamp.** OnRamp agrees to defend, indemnify, and hold harmless Customer and its respective affiliates, employees, and directors against and from all costs, expenses, losses, and damages (including attorney's fees and costs of litigation) which Customer may reasonably incur as a result of any third party claims, proceedings, or investigations arising out of or in connection with OnRamp's: (i) negligence, recklessness, or willful or intentional misconduct or inaction in rendering the Services; (ii) breach of any representations, warranty or covenants in this Agreement; or (iii) failure to comply with the terms of this Agreement; provided that the foregoing indemnification obligation shall not apply to the extent that any particular loss is a result of any matter for which Customer is obligated to indemnify OnRamp.

 - b. **Indemnification by Customer.** Customer agrees to defend, indemnify, and hold harmless OnRamp and its respective affiliates, employees, and directors against all costs, expenses, losses, and damages (including attorney's fees and costs of litigation) which OnRamp may reasonably incur as a result of any third party claims, proceedings, or investigations arising out of or in connection with Customer's: (i) test products, compounds, or drugs related to a specific Work Order, or (ii) material breach of any representations, warranty or covenants in this Agreement; provided that the foregoing indemnification obligation shall not apply to the extent that any particular loss is a result of any matter for which OnRamp is obligated to indemnify Customer.

 - c. **Indemnification Conditions.** The parties' indemnification obligations under this section are contingent upon: (i) the indemnified party giving prompt written notice to the indemnifying party of any claim under this section (provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent, and only to the extent, that the indemnifying party shall have been actually prejudiced as a result of such failure), (ii) the indemnifying party having the right, but not the obligation, to assume sole control of the defense or settlement of the claim, and (iii) at the indemnifying party's request and expense, the indemnified party cooperating in the investigation and defense of such claim(s). If the indemnifying party assumes the defense of any claim hereunder, the indemnified party shall be entitled to participate in (but not control) such defense and to retain its own counsel, at its own expense. The indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of the indemnified party or imposes additional obligations on the indemnified party, without the prior express written consent of the indemnified party, which shall not be unreasonably withheld or delayed.

7. **Disclaimers; Limitations of Liability**

- a. **Disclaimer of Warranties.** WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SUBSCRIPTION SERVICE, DATA MADE AVAILABLE FROM THE SUBSCRIPTION SERVICE, ONRAMP CONTENT, OR THE PROFESSIONAL SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE SUBSCRIPTION SERVICE, ONRAMP CONTENT AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE SUBSCRIPTION SERVICE AND THE PROFESSIONAL SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
 - b. **No Indirect Damages.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR BUSINESS OPPORTUNITIES; PROVIDED THAT, THIS LIMITATION SHALL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES.
 - c. **Limitation of Liability.** EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE 'INDEMNIFICATION' SECTION, AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY WILL BE LIMITED TO THE LESSER OF FIVE THOUSAND U.S. DOLLARS OR THE TOTAL AMOUNTS YOU HAVE ACTUALLY PAID FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM; PROVIDED HOWEVER, THIS LIMITATION SHALL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES, AND IN THIS CASE, IF WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY ARISING FROM YOUR USE OF THE FREE SERVICES, THEN OUR AGGREGATE LIABILITY WILL BE LIMITED TO ONE HUNDRED U.S. DOLLARS.
 - d. **Third Party Products.** WE DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.
 - e. **Agreement to Liability Limit.** YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE SUBSCRIPTION SERVICE TO YOU.
8. **Jurisdiction.** This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of law's provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods.

9. Miscellaneous

- a. **Amendment; No Waiver.** We may update and change any part or all of these Customer Terms of Service, including the fees and charges associated with the use of the Subscription Service (but, your fees and charges won't change during the Subscription Term except as we explain in the 'Fees and Payments' section above.) If we update or change these Customer Terms of Service, the updated Customer Terms of Service will be posted at <https://www.onramp.bio/terms-of-service> and we will let you know via email or within the application. The updated Customer Terms of Service will become effective and binding on the next business day after it is posted. When we change these Customer Terms of Service, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review these Customer Terms of Service periodically.

If you do not agree with a modification to the Customer Terms of Service, you must notify us in writing within thirty (30) days after receiving notice of modification. If you give us this notice, your subscription will continue to be governed by the terms and conditions of the Customer Terms of Service prior to modification for the remainder of your current term. Upon renewal, the Customer Terms of Service published by us on our website will apply.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

- b. **Force Majeure.** Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.
- c. **Actions Permitted.** Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.
- d. **Relationship of the Parties.** You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.
- e. **Compliance with Laws.** We will comply with all U.S. state and federal laws (where applicable) in our provision of the Subscription Service, the Professional Services and our processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request. You will comply with all laws in your use of the Subscription Service and Professional Services,

including any applicable export laws. You must comply with all applicable laws related to the recording of phone calls and ensure all proper consent to record is obtained prior to making any such recording. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury. You will not directly or indirectly export, re-export, or transfer the Subscription Service or Professional Services to prohibited countries or individuals or permit use of the Subscription Service or Professional Services by prohibited countries or individuals.

- f. Severability. If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.
- g. Notices. Notice will be sent to the contact address set forth herein and will be deemed delivered as of the date of actual receipt.

To OnRamp: OnRamp BioInformatics, Inc., 8996 Miramar Road Suite 308 San Diego, CA 92126 Attention: General Counsel.

To you: your address as provided in our OnRamp Subscription account information for you. We may give electronic notices by general notice via the Subscription Service and may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you. You must keep all of your account information current.

- h. Entire Agreement. This Agreement (including each Order), along with our Privacy Policy, Product Privacy Policy, and AUP, is the entire agreement between us for the Subscription Service and Professional Services and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Subscription Service or dependent on any oral or written public comments made by us regarding future functionality or features of the Subscription Service. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.
- i. Assignment. You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of law, without our prior written consent, which will not be unreasonably withheld. We may assign this Agreement to any affiliate or in the event of

merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

- j. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third-party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- k. Contract for Services. This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.
- l. Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.
- m. Survival. The following sections shall survive the expiration or termination of this Agreement: 'Definitions', 'Fees and Payments', 'Prohibited and Unauthorized Use', 'No Early Termination; No Refunds', 'Termination for Cause', 'Suspension for Prohibited Acts', 'Suspension for Non-Payment', 'Suspension for Present Harm', 'Suspension and Termination of Free Services', 'Effect of Termination or Expiration', 'Retrieval of Customer Data', 'OnRamp's Proprietary Rights', 'Customer's Proprietary Rights', 'Confidentiality', 'Publicity', 'Indemnification', 'Disclaimers; Limitations of Liability', 'Miscellaneous' and 'Contracting Entity and Applicable Law'.
- n. Precedence. In the event of a conflict between the terms of the Customer Terms of Service and an Order, the terms of the Order shall control, but only as to that Order.