

ILLUMINA CONNECTED INSIGHTS PRODUCTS SUBSCRIPTION AGREEMENT (CLOUD)

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

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

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

UNLESS SEPARATE TERMS AND CONDITIONS FOR THE SERVICE ARE EXPRESSLY AGREED TO IN WRITING BETWEEN CUSTOMER AND ILLUMINA THAT SUPERSEDES THIS AGREEMENT, THIS AGREEMENT WILL EXCLUSIVELY GOVERN CUSTOMER’S USE OF AND ACCESS TO THE SERVICE, INCLUDING WITH RESPECT TO ALL APPLICABLE SERVICE ADDENDA.

1. ACCESS TO SERVICE.

- a. **Service Use.** Subject to the terms and conditions of this Agreement and Customer’s payment of all applicable fees, during the Term, Illumina will provide the Services in accordance with this Agreement and Customer may use the Service as set forth herein and as provided in the applicable Service Addendum. For the avoidance of doubt, Customer have no rights to download or modify the Service or any information or component therein. Notwithstanding anything to the contrary herein, all rights not specifically granted in this Section 1(a) or in a Service Addendum shall be reserved and remain always with Illumina. Customer will undertake that Customer will use the Service (including the transfer of data) only in strict compliance with all applicable laws, rules and regulations in the jurisdiction in which Customer is located, and, if applicable, the jurisdiction from which any sample originated.
- b. **RESTRICTIONS.** The right to access herein specifically excludes any sublicense or resale rights to the Service or to its content, including, but not limited to, any results; any derivative use of the Service or its contents; or any use of data mining, robots, or similar data gathering and extraction tools with the Service. Except as expressly permitted in Section 1 or in a Service Addendum, Customer specifically agrees not to:
 - (i) sub-license, rent, sell, lease, distribute, provide access to, or otherwise transfer the Service or any part thereof or use of the Service;
 - (ii) use the Service for timesharing or service bureau purposes or otherwise use or allow others to use for the benefit of any third party;
 - (iii) reverse engineer, decompile, disassemble, or derive the source code or underlying ideas or algorithms

- a. **Ownership.** The Service is and shall remain proprietary material of Illumina and/or its suppliers. Illumina and/or its suppliers shall retain ownership of all patents, copyrights, trademarks, trade names, trade secrets, and other intellectual property rights in the Service and any components thereof. Except for the limited right of access as provided in Section 1, Customer shall have no right, title, or interest in or to the Service. Customer agrees to inform Illumina promptly of any infringement or other improper action with respect to the Illumina intellectual property that comes to Customer's attention. Illumina reserves all rights in its intellectual property that are not expressly granted in the Agreement, and no licenses are granted by Illumina to Customer under the Agreement, whether by implication, estoppel or otherwise, except as expressly set forth herein.
- b. **Feedback.** In the event Customer provides any feedback, suggestion, or recommendation of any kind regarding the Services ("**Feedback**"), Customer hereby grants to Illumina and its affiliates an irrevocable, non-exclusive, royalty-free, perpetual, worldwide, assignable, sublicensable, transferable license to use, modify, prepare derivative works of, publish, distribute and sublicense such Feedback for all purposes, and Customer irrevocably waives, and causes to be waived, against Illumina or its other users any claims and assertions of any moral rights contained thereto. Any feedback Customer submits to Illumina will be considered non-confidential and non-proprietary to Customer.
4. **THIRD PARTY CONTENT; THIRD PARTY PROGRAMS.** "**Third Party Content**" means any content within the Service that is either provided by third parties, or made available on third party websites and linked to or otherwise used in connection with the Service. Customer acknowledges that all of the intellectual property rights in the Third Party Content are owned by the third party who created and/or provided such Third Party Content, and that additional terms may apply to and govern Customer's access to and use of this Third Party Content. Customer is not authorized under this Agreement to use that Third Party Content except as expressly permitted herein and as set forth in a Service Addendum to this Agreement. Except as otherwise provided in a Service Addendum, any rights Customer has in the Third Party Content of others must be agreed upon by Customer and the owner of such Third Party Content. Customer agrees that Illumina will not be responsible for any loss or damage incurred as the result of Customer's dealings with any Third Party Content owner. Customer acknowledges and agrees that (i) Illumina is not responsible for any such Third Party Content, (ii) Illumina makes no guarantees about the accuracy, currency, suitability, or quality of the information in such Third Party Content, and (iii) Illumina assumes no responsibility for any unintended, objectionable, inaccurate, misleading, or unlawful Third Party Content.

5. **LIMITED WARRANTY.**

ILLUMINA REPRESENTS AND WARRANTS THAT THE SERVICE WILL FUNCTION, IN ALL MATERIAL RESPECTS, SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION. IF THE SERVICE FAILS TO FUNCTION AS WARRANTED, CUSTOMER AGREES TO INFORM ILLUMINA IN WRITING (INCLUDING SOLELY BY EMAIL) AND ILLUMINA WILL USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE REPORTED ISSUE. IF ILLUMINA IS UNABLE TO CORRECT THE ISSUE WITHIN THIRTY (30) DAYS FROM THE DATE CUSTOMER REPORTS THE ISSUE TO ILLUMINA, CUSTOMER MAY TERMINATE THIS AGREEMENT AND ILLUMINA WILL REFUND THE FEES PRE-PAID BY CUSTOMER TO ILLUMINA FOR ACCESS TO THE SERVICE FROM THE TERMINATION DATE THROUGH THE END OF THE TERM, UNLESS SUCH ISSUE WAS CAUSED BY CUSTOMER'S ABUSE OF THE SERVICE OR (ii) DUE TO CUSTOMER'S INABILITY TO ACCESS THE INTERNET OR DUE TO FACTORS BEYOND ILLUMINA'S REASONABLE CONTROL (I.E., AND WITHOUT LIMITATION, NATURAL DISASTER, WAR, ACTS OF TERRORISM, OR A NETWORK FAILURE EXTERNAL TO DATA CENTERS USED IN THE PROVISION OF THE SERVICE, INCLUDING AT CUSTOMER'S SITE OR BETWEEN CUSTOMER'S SITE AND ILLUMINA DATA CENTERS). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 5, ILLUMINA AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICE OR SOFTWARE PROVIDED IN CONNECTION WITH THE SERVICE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINA, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS SHALL CREATE ANY NEW WARRANTIES. ILLUMINA DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE IS NOT INTENDED BY ILLUMINA,

AND HAS NOT BEEN DESIGNED BY ILLUMINA, TO BE USED FOR PATIENT CARE PURPOSES, INCLUDING WITHOUT LIMITATION, USE IN DIAGNOSING OR TREATING PATIENTS. “**DOCUMENTATION**” IS DEFINED AS MANUALS AND OTHER WRITTEN MATERIALS MADE AVAILABLE BY ILLUMINA THAT ARE RELATED TO THE FEATURES AND FUNCTIONS OF THE SERVICE.

6. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT INDEMNIFICATION.

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

7. CUSTOMER’S DATA; UNDERTAKINGS.

- a. Ownership. Customer shall own all right, title and interest in and to the Data. “**Data**” means all information, files, or Data that is uploaded by Customer, provided by Customer, stored by Customer, or created by Customer within the Service, including genomic information generated by sequencing instruments, further analysis or processing conducted on such information, and the results.
- b. License to Data. Customer hereby grants to Illumina, its affiliates, and its third party service providers a non-exclusive, fully paid-up, royalty-free, worldwide, irrevocable, perpetual right and license, with the right to sublicense, to access and use the Data, in each case, to the extent permitted by law, (i) to provide the Services

(which may include providing technical support services) and (ii) to collect and retain non-personally identifiable statistical and metadata (which, for clarity, excludes the Data) for use by Illumina to improve Illumina's software offerings. In the event that Illumina needs to access the Data to provide reporting, respond to any technical problems, queries, or requests from Customer, Customer will ensure that Illumina is permitted to do so in accordance with applicable law.

- c. **Responsibility for Data.** Customer acknowledges and agrees that Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use Data. Customer represents and warrants that Customer owns or has provided or obtained the necessary disclosures, permissions, rights, and consents to use, and authorize the use of, the Data as described herein under all applicable laws, and that Customer's use of Data and results is solely Customer's responsibility. Illumina expressly disclaims any liability for Data and content transmitted through or stored, temporarily or permanently, on Illumina owned or operated networks or any server and for the actions of omission of Customer with respect to such Data and content.
8. **DATA DISCLAIMER; INDEMNITY.** CUSTOMER EXPRESSLY RECOGNIZES THAT ILLUMINA DOES NOT CREATE OR ENDORSE ANY DATA PROCESSED BY OR USED IN CONJUNCTION WITH THE SERVICE PROVIDED HEREUNDER. IT IS CUSTOMER'S RESPONSIBILITY TO ENSURE CUSTOMER HAS OBTAINED ALL NECESSARY PERMISSIONS AND CONSENTS (INCLUDING, WITHOUT LIMITATION, ALL CONSENTS FROM HUMAN SUBJECTS) TO USE AND TRANSMIT THE DATA ON OR THROUGH THE SERVICE AND GRANT THE RIGHTS HEREUNDER. CUSTOMER FURTHER ACKNOWLEDGES AND UNDERTAKES THAT CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR CONDUCTING ROUTINE BACKUPS AND ARCHIVING OF DATA. CUSTOMER ACKNOWLEDGES THAT ILLUMINA HAS NO RESPONSIBILITY TO MONITOR OR SCREEN THE DATA FOR COMPLIANCE WITH ANY LAW OR REGULATION OR FOR ANY OTHER PURPOSE. Customer shall, at Customer's own expense, indemnify, defend and hold Illumina, its affiliates, and their respective officers, directors, employees, agents and representatives harmless from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) incurred by reason of Illumina's strict compliance with Customer's express instructions with respect to the ownership, custody, processing or disposition of the Data by Illumina, as applicable.
9. **LIMITATION OF LIABILITY.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ILLUMINA OR ITS SUPPLIERS BE LIABLE TO CUSTOMER, CUSTOMER'S EMPLOYEES OR REPRESENTATIVES OR TO ANY THIRD PARTY IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, STRICT LIABILITY, BREACH OF STATUTORY DUTY, OR OTHERWISE DUE TO, UNDER AND/OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IF AND TO THE EXTENT THAT THE LOSS OR DAMAGE IN RESPECT OF WHICH SUCH LIABILITY ARISES OR IS CLAIMED TO ARISE FALLS WITHIN ANY OF THE FOLLOWING CATEGORIES: LOSS OF PROFITS, LOSS OF OR CORRUPTION OR DAMAGE TO DATA, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER OR NOT ILLUMINA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, CORRUPTION OR DAMAGE AND WHETHER OR NOT SUCH LOSS, CORRUPTION OR DAMAGE IS FORESEEABLE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CUMULATIVE LIABILITY OF ILLUMINA FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ANY SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE GREATER OF: THE TOTAL FEES PAID BY CUSTOMER TO ILLUMINA FOR THE SERVICE GIVING RISE TO SUCH LIABILITY DURING THE PREVIOUS TWELVE (12) MONTHS BEFORE THE CLAIM, OR ONE THOUSAND DOLLARS (USD \$1,000).
10. **TERM AND TERMINATION.**
- a. **Service Term.** With respect to each Service purchased by the Customer, Customer's access to the Service will commence upon the Effective Date and will continue for the period set forth in the quotation or invoice for access to the Service (with respect to each such Service, the "Term"). Customer agrees that if Customer does not purchase additional use of such Service following the expiration of the Term, Illumina may suspend or terminate

the Service purchased by Customer upon the expiration of the Term. The Term may be extended for additional periods upon written agreement of Customer and Illumina and payment of applicable fees.

- b. Termination or Suspension by Illumina. Without prejudice to any other right or remedy available to Illumina, Illumina may suspend or terminate Customer's access to any and all Services subject to this Agreement without liability if (i) Customer materially breaches this Agreement or any Service Addendum or (ii) if Customer becomes insolvent, ceases to do business as a going concern or if a petition has been filed by or against Customer under any bankruptcy, insolvency or similar law or Customer makes an assignment for the benefit of creditor.
- c. Effect of Termination. With respect to any Service purchased by Customer, upon termination or expiration in accordance with this Agreement and any applicable Service Addendum: (i) the Term with respect to such Service, Illumina's provision of such Service, and Customer's right to access and use such Service will cease immediately, (ii) upon the written request of Customer's authorized representative, Illumina will promptly return or destroy all Data related to such Service within its possession or control; provided, however, that Illumina shall not be obligated to return or destroy such Data that is stored on automated backup systems until the same would be destroyed according to such system's normal document retention schedule or such Data that must be retained for compliance with applicable laws, rules or regulations; provided further that all Data so retained shall be subject to the provisions of Section 11 (Privacy, Data Security) until the same is returned or destroyed, (iii) Illumina may permanently destroy all Data related to such Service, in its sole discretion, and (iv) all fees owed by Customer to Illumina in respect of such Service at the date on which termination takes effect will become due and payable. The following provisions shall survive the expiration and termination of this Agreement: Sections 3 (Ownership), 5 (Limited Warranty), 6 (Intellectual Property Rights Infringement Indemnification), 7 (Customer's Data; Undertakings), 8 (Data Disclaimer; Indemnity), 9 (Limitation of Liability), 10.c (Effect of Termination), 14 (General), and any provision identified in a Service Addendum as surviving such Termination.

11. PRIVACY; DATA SECURITY.

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

- [Maintenance Services \(“DPA”\)](#), as updated or amended from time to time. Customer agrees that [Illumina Privacy Policy](#), as updated or amended from time to time, describes how Illumina Processes Personal Data for the execution and performance of this Agreement. Customer shall be responsible for providing relevant Data Subjects (e.g., signatories, representatives, employees) with Illumina Privacy Policy.
- d. **HIPAA.** To the extent that Illumina will be processing Protected Health Information (“PHI”) of Customer, Customer may not transfer to the Service any PHI unless Customer has entered into a business associate agreement governing the transfer of such PHI. Upon Customer’s request, Illumina will negotiate in good faith for a commercially reasonable business associate agreement that would govern the transfer of such PHI into the Service. Upon mutual execution of such business associate agreement, such business associate agreement will be incorporated by reference into this Agreement. If Customer wishes to negotiate such a business associate agreement, please contact Illumina at privacy@illumina.com.
12. **U.S. GOVERNMENT END USERS.** If Customer is a branch agency or instrumentality of the United States Government, the following provision applies. The Service is a “commercial item” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202 (as applicable). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all United States Government end users acquire the software and Service with only those rights set forth herein.
13. **EXPORT LAW.** The Service, any related technology, or information provided to Customer is subject to restrictions and controls imposed by U.S. export control laws and regulations and may be subject to applicable export or import laws and regulations in other countries. Customer agrees not to export, re-export, transfer, distribute, release, or use the Services, any related technology, or information provided to Customer into any country or to any person or entity, or in any manner in violation of such controls or any other laws or regulations of any country, state or jurisdiction. Customer agrees to strictly comply with all such laws and regulations and acknowledge that Customer has the sole responsibility to obtain such licenses to export, re-export or import as may be required.
14. **GENERAL.** This Agreement is governed by the laws of the State of California in the United States of America, without regard to its conflict of laws principles. The federal and state courts of San Diego County in California will have exclusive jurisdiction of, and venue in, in any dispute arising out of or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If any provision of this Agreement is held to be unenforceable, that provision will be removed, and the remaining provisions will remain in full force. This Agreement (including any Service Addenda hereto), any Quote and the Privacy Documents are the complete and exclusive statement of the agreement between Customer and Illumina with respect to the subject matter of this Agreement, and supersedes any proposal or prior agreement, oral or written, and any other communications between Customer and Illumina in relation to the subject matter of this Agreement. The relationship between Customer and Illumina is that of independent contractors. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. Customer agrees that Illumina may delegate or subcontract any or all of its rights and obligations under this Agreement to one or more of its affiliates and subsidiaries. Illumina invoices and other documentation may come from an Illumina affiliate or subsidiary and Customer will honor those just as if they came directly from Illumina. There are no third party beneficiaries to this Agreement and no term hereunder is enforceable under any law or regulation by a person or entity who is not a party to these terms. This Agreement may not be assigned by Customer without Illumina’s prior written consent. Illumina may freely assign this Agreement.

SERVICE ADDENDUM TO ILLUMINA CONNECTED INSIGHTS PRODUCTS SUBSCRIPTION AGREEMENT (CLOUD)

Illumina Connected Insights – Research

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

1. **Subject Service Use.** Without limiting the terms set forth in Section 1(a) of the Agreement, Customer may (i) access and use the Subject Service as provided herein solely to upload, analyze, and create reports; and (ii) use the reports and analysis generated through the Subject Service (“**Results**”) for Customer’s Research Use. “**Research Use**” means use for Customer’s internal research, specifically excluding any use that (a) requires new grants of rights or a new license to any Illumina- owned intellectual property rights, (b) is the separation, extraction, or isolation of the Processes (as defined below) or other unauthorized analysis of the Subject Service, or (c) gains access to or determines the Processes or the methods of operation of the Subject Service. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SUBJECT SERVICE IS NOT INTENDED BY ILLUMINA, AND HAS NOT BEEN DESIGNED BY ILLUMINA, TO BE USED FOR PATIENT CARE PURPOSES, INCLUDING WITHOUT LIMITATION, USE IN DIAGNOSING OR TREATING PATIENTS. “**Processes**” means, with respect to the Subject Service, certain confidential and proprietary processes for intuitive and intelligent annotation, filtering, or other proprietary processes.
2. **Free Trial.** If Customer is a new customer of the Subject Service, Customer may receive limited, free trial access to the Subject Service (“**Free Trial**”), subject to the terms and conditions of this Agreement, before submitting an order for purchasing access to the Subject Service. During the Free Trial, Customer may upload to the Service, or send to Illumina for Illumina to upload to the Service, up to ten cases’ worth of de-identified samples and tumor-normal pairs (“**Trial Data**”), or up to the maximum Trial Data specified in Customer’s no-fee quotation or otherwise agreed between the parties, and Customer may exercise the rights granted in Section 1(a) solely for the purpose of uploading, analyzing, and creating reports using the Trial Data, and not any other Data. Customer warrants, represents, and covenants that: (a) the Trial Data will have been obtained under informed subject consent and with approval of all applicable institutional review boards and other research oversight committees for use consistent with this Agreement; (b) Customer has the right to provide the Trial Data to Illumina for use in accordance with this Agreement; and (c) all Trial Data will have been de-identified and anonymized, and will not contain, or be transmitted with, personally identifiable subject information. At any time during the Free Trial, Customer may purchase access to the Subject Service by placing an order with Illumina. Customer’s continued use of the Subject Service following the Free Trial is subject to the terms and conditions of this Agreement. Illumina reserves the right to delete the Trial Data following the Free Trial to the extent that Customer does not purchase a paid subscription to the Subject Services within seven (7) days following the end of the Free Trial. NOTWITHSTANDING ANYTHING TO THE CONTRARY THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ILLUMINA DOES NOT PROVIDE ANY WARRANTY, SUPPORT OR INDEMNIFICATION, AND ILLUMINA SHALL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL.

3. **FEES AND PAYMENT; MONITORING.** Without limiting the terms set forth in Section 2 of the Agreement, Customer will be responsible for purchasing from Illumina a sufficient quantity of genome equivalent samples regarding the number of samples Customer analyzes using the Subject Service, as further set forth in the applicable quotation from Illumina. If Customer's use of the Subject Service exceeds Customer's purchased number of genome equivalent samples, then Illumina will invoice Customer's account an amount corresponding to the number of genome equivalent samples analyzed over the purchased amount, and such overage amount will not be subject to any other applicable discounts.
4. **ADDITIONAL TERMS FOR THIRD PARTY CONTENT.** Specific terms applicable to certain Third Party Content may be included below in Appendix 1 to this Addendum, and Customer acknowledges and agrees that, notwithstanding anything to the contrary in the Agreement or any other arrangement Customer may have with Illumina, the applicable terms in Appendix 1 will apply to and govern with respect to Customer access and use of such Third Party Content.
5. **REGULATORY.** The Subject Service is software that connects users with tools and external genetic databases that allow the user to upload, arrange, and visualize genetic sequencing data ("**NGS Data**"). Connection to external genetic databases also enables users to annotate genetic data and create custom reports. The information generated in those reports or otherwise displayed in the Subject Service is intended for use solely as an aid in the user's separate and independent interpretation of the NGS Data. The Subject Service is provided for Research Use only and is **NOT** intended as a diagnostic tool or to be used as a substitute for the professional judgment of laboratories or other healthcare professional. Customer hereby acknowledges and agrees that: (i) the Subject Service has not been approved, cleared, or licensed by any regulatory entity whether foreign or domestic for any specific intended use, including, but not limited to, as clinical decision support software; (ii) Customer will comply with applicable law, ethical guidelines promulgated by established national and international ethical bodies, and the terms of this Agreement when using or maintaining the Subject Service; and (iii) Customer is responsible for and must ensure that Customer has any regulatory approvals that are necessary for any uses of the Subject Service other than Customer's Research Use. Illumina intends that its products be used only in a lawful and ethical manner. Customer assumes the sole risk and liability if Customer chooses to use the Subject Service for any purpose outside the terms of this Agreement, including for any purpose other than the conduct of research.

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

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

Jackson Clinical Knowledgebase

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

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

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

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

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

and reporting on Samples);

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

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

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

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

Online Mendelian Inheritance in Man®

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

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

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

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

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

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

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

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

OncoKB™

The Subject Service may allow Customer to access data (the "**OncoKB Data**") contained in the database described as OncoKB™. The OncoKB™ precision oncology knowledge base was made available under license from Memorial Sloan Kettering Cancer Center.

SERVICE ADDENDUM TO ILLUMINA CONNECTED INSIGHTS PRODUCTS SUBSCRIPTION AGREEMENT (CLOUD)

Illumina Connected Insights

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

1. **Subject Service Use.** Without limiting the terms set forth in Section 1(a) of the Agreement, Customer may (i) access and use the Subject Service as provided herein solely to upload, analyze, and create reports; and (ii) use the reports and analysis generated through the Subject Service (“**Results**”) in connection with managing NGS Data (as defined in Section 5 of this Service Addendum below), specifically excluding any use that (a) requires new grants of rights or a new license to any Illumina- owned intellectual property rights, (b) is the separation, extraction, or isolation of the Processes (as defined below) or other unauthorized analysis of the Subject Service, or (c) gains access to or determines the Processes or the methods of operation of the Subject Service. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SUBJECT SERVICE IS NOT INTENDED BY ILLUMINA, AND HAS NOT BEEN DESIGNED BY ILLUMINA, TO BE USED FOR PATIENT CARE PURPOSES, INCLUDING WITHOUT LIMITATION, USE IN DIAGNOSING OR TREATING PATIENTS. Customer will undertake that Customer will use the Service only in strict compliance with all applicable laws, rules and regulations in the jurisdiction in which Customer and any sample provider are located and, if the Service is being used as part of a clinical study or for research purposes, in strict compliance with the protocol of such study approved the applicable institutional review board or ethics committee. “**Processes**” means, with respect to the Subject Service, certain confidential and proprietary processes for intuitive and intelligent annotation, filtering, or other proprietary processes.
2. **Free Trial.** If Customer is a new customer of the Subject Service, Customer may receive limited, free trial access to the Subject Service (“**Free Trial**”), subject to the terms and conditions of this Agreement, before submitting an order for purchasing access to the Subject Service. During the Free Trial, Customer may upload to the Service, or send to Illumina for Illumina to upload to the Service, up to ten cases’ worth of de-identified samples and tumor-normal pairs (“**Trial Data**”), or up to the maximum Trial Data specified in Customer’s no-fee quotation or otherwise agreed between the parties, and Customer may exercise the rights granted in Section 1(a) solely for the purpose of uploading, analyzing, and creating reports using the Trial Data, and not any other Data. Customer warrants, represents, and covenants that: (a) the Trial Data will have been obtained under informed subject consent and with approval of all applicable institutional review boards and other research oversight committees for use consistent with this Agreement; (b) Customer has the right to provide the Trial Data to Illumina for use in accordance with this Agreement; and (c) all Trial Data will have been de-identified and anonymized, and will not contain, or be transmitted with, personally identifiable subject information. At any time during the Free Trial, Customer may purchase access to the Subject Service by placing an order with Illumina. Customer’s continued use of the Subject Service following the Free Trial is subject to the terms and conditions of this Agreement. Illumina reserves the right to delete the Trial Data following the Free Trial to the extent that Customer does not purchase a paid subscription to the Subject Services within seven (7) days following the end of the Free Trial. NOTWITHSTANDING ANYTHING TO THE CONTRARY THIS AGREEMENT, TO THE EXTENT PERMITTED BY

APPLICABLE LAW, ILLUMINA DOES NOT PROVIDE ANY WARRANTY, SUPPORT OR INDEMNIFICATION, AND ILLUMINA SHALL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL.

3. **FEES AND PAYMENT; MONITORING.** Without limiting the terms set forth in Section 2 of the Agreement, Customer will be responsible for purchasing from Illumina a sufficient quantity of genome equivalent samples regarding the number of samples Customer analyzes using the Subject Service, as further set forth in the applicable quotation from Illumina. If Customer's use of the Subject Service exceeds Customer's purchased number of genome equivalent samples, then Illumina will invoice Customer's account an amount corresponding to the number of genome equivalent samples analyzed over the purchased amount, and such overage amount will not be subject to any other applicable discounts.
4. **ADDITIONAL TERMS FOR THIRD PARTY CONTENT.** Specific terms applicable to certain Third Party Content may be included below in Appendix 1 to this Addendum, and Customer acknowledges and agrees that, notwithstanding anything to the contrary in the Agreement or any other arrangement Customer may have with Illumina, the applicable terms in Appendix 1 will apply to and govern with respect to Customer access and use of such Third Party Content.
5. **REGULATORY.** The Subject Service is software that connects users with tools and external genetic databases that allow the user to upload, arrange, and visualize genetic sequencing data ("**NGS Data**"). Connection to external genetic databases also enables users to annotate genetic data and create custom reports. The information generated in those reports or otherwise displayed in the Subject Service is intended for use solely as an aid in the user's separate and independent interpretation of the NGS Data. The Subject Service is NOT intended as a diagnostic tool or to be used as a substitute for the professional judgment of laboratories or other healthcare professional. Customer hereby acknowledges and agrees that: (i) the Subject Service has not been approved, cleared, or licensed by any regulatory entity whether foreign or domestic for any specific intended use, including, but not limited to, as clinical decision support software; (ii) Customer will comply with applicable law, ethical guidelines promulgated by established national and international ethical bodies, and the terms of this Agreement when using or maintaining the Subject Service; and (iii) Customer is responsible for and must ensure that Customer has any regulatory approvals that are necessary for any of Customer's intended uses of the Subject Service. Illumina intends that its products be used only in a lawful and ethical manner. Customer assumes the sole risk and liability if Customer chooses to use the Subject Service for any purpose outside the terms of this Agreement, including for any diagnostic purposes.

**Appendix 1 to Service Addendum for Illumina Connected Insights
Third Party Content – Specific Terms**

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

Jackson Clinical Knowledgebase

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

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

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

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- (ii) Customer may not reproduce, copy, screen-scrape, adapt, modify, frame, mirror, republish, download, decompile, disassemble, or reverse engineer the JAX-CKB, create derivative works of the JAX-CKB or any portion thereof, or merge the JAX-CKB or any portion thereof into another program or data- base except in the course of using the Subject Service;
- (iii) Customer may not resell, rent, distribute, publicly display, transmit, lease, or sublicense the JAX-CKB or access to it, including use of the JAX-CKB for timesharing, service bureau, or other similar services to third parties;
- (iv) Customer may not circumvent or disable any security or technological features or measures in the JAX-CKB or that impact the JAX-CKB separately or as part of the Subject Service;
- (v) Customer may not use the JAX-CKB or the Subject Service in combination with the JAX-CKB to create or improve a similar or competing product or service or to copy any proprietary features, including proprietary functions or graphics, of the JAX-CKB, provided that each of the foregoing restrictions in (ii)-(v) are permitted to the extent necessary to use all functionality of the Subject Service (e.g. for annotating, interpreting, analyzing, and reporting on Samples);

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

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

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

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

Online Mendelian Inheritance in Man®

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

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

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

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

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

OncoKB™

The Subject Service may allow Customer to access data (the “**OncoKB Data**”) contained in the database described as OncoKB™. The OncoKB™ precision oncology knowledge base was made available under license from Memorial Sloan Kettering Cancer Center.

Last Updated: May 20, 2024

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