

TRUSIGHT SOFTWARE SUITE TERMS OF SERVICE (“AGREEMENT”)

PLEASE READ THE FOLLOWING LEGALLY BINDING TERMS CAREFULLY BEFORE USING OR ACCESSING THE SERVICE (AS DEFINED BELOW). THIS AGREEMENT SHALL APPLY TO ANY QUOTE, ORDER, ORDER ACKNOWLEDGEMENT, AND INVOICE REFERENCING THE SERVICE, AND ANY LICENCE OR DELIVERY OF THE SERVICE BY ILLUMINA. BY SELECTING THE ACCEPT OPTION, OR OTHERWISE ACCESSING OR USING THE SERVICE (AS DEFINED HEREIN), YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND THE TERMS OF THE [ILLUMINA CORPORATE PRIVACY POLICY](#).

ILLUMINA IS WILLING TO PROVIDE ACCESS TO THE TRUSIGHT SOFTWARE SUITE SERVICE (“SERVICE”) ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE SERVICE LEVEL AGREEMENT AVAILABLE AT <LINK> (THE “SLA”). IF YOU DO NOT AGREE TO THESE TERMS, ILLUMINA IS UNWILLING TO GRANT YOU ACCESS TO THE SERVICE. THE TERM “ILLUMINA SEQUENCING INSTRUMENT” MEANS AN ILLUMINA INSTRUMENT THAT PERFORMS NUCLEIC ACID SEQUENCING. THE TERM “YOU” AND “YOUR” REFERS TO AN ENTITY THAT HAS THE RIGHT TO USE AN ILLUMINA SEQUENCING INSTRUMENT AND THE DATA GENERATED FROM AN ILLUMINA SEQUENCING INSTRUMENT. “ILLUMINA” MEANS ILLUMINA, INC. OR OTHER ILLUMINA ENTITY THROUGH WHICH YOU OBTAIN ACCESS TO THE SERVICE. THIS AGREEMENT IS EFFECTIVE AS OF THE DATE YOU CLICK TO ACCEPT THE AGREEMENT (“EFFECTIVE DATE”). IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT: (i) YOU HAVE FULL LEGAL AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT; (ii) YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; AND (iii) YOU AGREE, 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.

1. **GRANT OF LICENSE.**

a. **License Grant.** Subject to the terms and conditions of this Agreement and Your payment of all applicable fees, during the Term, Illumina grants You, a personal, revocable, non-exclusive, non-sublicensable, limited license to (i) access and use the Service as provided herein solely to upload, analyze, and create reports regarding sequencing data generated from Your Illumina Sequencing Instrument; and (ii) use the reports and analysis generated through the Service (“Results”) solely for Your Research Use. “Research Use” means use for Your internal research, specifically excluding any use that (a) is not in accordance with the Illumina Sequencing Instrument’s specifications or documentation, (b) requires new grants of rights or a new license to any Illumina intellectual property rights, (c) is the separation, extraction, or isolation of the Processes (as defined below) or other unauthorized analysis of the Service, (d) gains access to or determines the Processes or the methods of operation of the Service, or (e) is a clinical, diagnostic, or other non-research use. For the avoidance of doubt, You have no rights to download or modify the Service or any information, component or data therein. You understand that Illumina may update the Service at any time but in doing so, incurs no obligation to furnish such updates to You pursuant to this Agreement. Notwithstanding anything to the contrary herein, all rights not specifically granted in the licenses set forth above shall be reserved and remain always with Illumina.

b. **Free Trial.** If You are a new customer of the Service, You may receive limited, free trial access to the Service (“Free Trial”), subject to the terms and conditions of this Agreement, before submitting an order for purchasing access to the Service. During the Free Trial Period (defined below), You may upload up to five (5) trios of non-patient sample data only (up to fifteen (15) total genomes) (“Trial Data”), and You 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. At any time during the Free Trial Period, You may purchase access to the Service by placing an order with Illumina. Your continued use of the Service following the Free Trial is subject to the terms and conditions of this Agreement.

2. **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, You specifically agree not to: (i) sub-license, rent, sell, lease, distribute or otherwise transfer the Service or any part thereof or use of the Service, or allow the Service to be used, for timesharing or service bureau purposes or otherwise use or allow others to use for the benefit of any third party; (ii) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code or underlying ideas or algorithms of the Service or any portion thereof, except as required to be permitted by applicable law; (iii) modify, port, translate, localize or create derivative works of the Service and/or the Results; (iv) use the Service (or information generated from the use of the Service) that is either prohibited by applicable law or regulation, or contrary to ethical guidelines promulgated by established national and international ethics bodies; (v) use the Service negligently or intentionally or willfully propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data; (vi) transmit or provide access to the Service save as provided in this Agreement; (vii) remove or modify any acknowledgements, credits or legal notices contained on the Service or any part thereof; (viii) collect any information from or through the Service using any automated means (other than Illumina approved APIs), including without limitation any script, spider, “screen scraping,” or “database scraping” application or gain or attempt to gain unpermitted access by any means to any Illumina computer system, network, or database; (ix) file copyright or patent applications that include the Service or any

portion thereof; and/or (iix) use the Service genomic data that is not generated using an Illumina Sequencing Instrument or otherwise provided through the Service.

3. THIRD PARTY CONTENT; THIRD PARTY PROGRAMS.

- a. **“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. You acknowledge that all of the intellectual property rights in the Third Party Content is owned by the third party who created and/or provided such Third Party Content. You are not authorized under this Agreement to use that Third Party Content except as expressly permitted. Any rights You have in the Third Party Content of others must be agreed upon by You and the owner of such Third Party Content.
- b. You represent and warrant that, except for Third Party Content that is in the public domain, You will not (i) use, reproduce, make, have made, sell, offer for sale, import, modify, publish, transmit, distribute, publicly perform or display, sell, disclose to any third party, or create derivative works based on the Third Party Content, or (ii) decompile or reverse engineer any Third Party Content, without the prior written consent of the owner of such Third Party Content and without correct and complete attribution to the owner and/or author of such Third Party Content or to any other sources of such Third Party Content as may be appropriate.
- c. You acknowledge and agree that, although Illumina may periodically screen, modify, refuse, or remove certain Third Party Content, (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 made available by other users and third parties.
- d. Providers of Third Party Content made available through or in connection with the Service may require Your agreement to additional or different license or other terms prior to Your use of or access to such Third Party Content. The scope of any rights that You may have with respect to Third Party Content that You access through the Service, as well as the scope of any rights that You grant to any third party with respect to Submissions by You, must be defined and governed by an agreement between You and such third party and not between Illumina and You, or Illumina and such third party. You agree that Illumina will not be responsible for any loss or damage incurred as the result of Your dealings with any Third Party Content owner.
- e. **Third Party Programs.** The Product may contain third party software for which Illumina is required to provide attribution (**“Third Party Programs”**). Some of the Third Party Programs are available under open source or free software licenses. This Agreement does not alter any rights or obligations you may have under those open source or free software licenses.

- 4. FEES AND PAYMENT; MONITORING.** Any fees payable by You to Illumina for access to the Service will be payable within 30 days of invoice or receipt of a quotation from Illumina. Your access to the Service will be automatically renewed on the same terms of Your last quotation for the Service provided by Illumina, and Illumina shall invoice you for the applicable fees for any renewal. If You do not pay all applicable fees within 30 days of invoice, your access to the Service may be suspended in Illumina’s sole discretion. If You do not pay all applicable fees within 90 days of invoice, Your access to the Service may be terminated in Illumina’s sole discretion. The total number of interpretations performed by the Service is determined by the level of access purchased or otherwise obtained by You. Additional services and functionality accessed by You through the Service, including without limitation additional storage and computation functionality, may be subject to additional fees, which fees shall be payable to Illumina in accordance with payment terms set forth by Illumina.

- 5. 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, You shall have no right, title, or interest in or to the Service. The access to the Service is licensed, not sold, to You for use only under this Agreement. The Service may employ among other things, (i) certain confidential and proprietary processes for intuitive and intelligent annotation, filtering, interpretation and reporting (collectively, **“Processes”**); and (ii) query-level access to annotations, filtering, interpretation. You agree to inform Illumina promptly of any infringement or other improper action with respect to the Illumina intellectual property that comes to Your attention.

- 6. ACCESS TO SERVICE.** You are solely responsible for obtaining, installing and maintaining Your own internal equipment and communications services necessary to access and use the Service. You shall be solely responsible for any telephone charges, Internet access fees, and other such similar fees and expenses incurred by You through the access to and use of the Service. Illumina’s sole obligations with respect to making the Service available are set forth in the SLA. Except as otherwise provided in the SLA, Illumina makes no guarantee that the Service will be available to You at any given time, and reserves the right to add to, modify, or reduce the scope of features of the Service at any time.

7. LIMITED WARRANTY.

- a. **Service Warranty.** Provided that You have paid the fees applicable to Your access to the Service, Illumina warrants that the Service will substantially conform to its Specifications during such period that all fees have been paid. The foregoing warranties do not apply to the extent a non-conformance is due to Your (or your agent’s): (i) abuse, misuse, neglect,

negligence, accident, improper storage, operation, or use contrary to the Documentation or Specifications; (ii) improper handling, installation, maintenance, or repair (other than if performed by Illumina personnel); (iii) unauthorized alterations to the Service; (iv) failure to implement, or to allow Illumina to implement, any corrections or modifications to the Service made available to You by Illumina or (v) combination of the Service with other software, applications, services or products that are not provided by Illumina, or not otherwise specified in the Documentation, and, but for such combination, the breach of warranty would have been avoided. For purposes of the foregoing, “Specifications” means Illumina’s written technical specifications for the Service in effect on the date that access to the Service is made available to You, and “Documentation” means Illumina’s user manual, package insert, and similar documentation, for the Service in effect on the date that access to the Service is made available to You.

- b. Remedies. In order to be eligible for repair or replacement under this warranty, You must (i) promptly contact Illumina’s support department to report the non-conformance, (ii) cooperate with Illumina in confirming or diagnosing the non-conformance, and (iii) grant Illumina’s authorized repair personnel access to the Service in order to confirm the non-conformance and make repairs. Illumina will, in its sole discretion, repair or replace non-conforming access to the Service that is covered by this warranty, provided that Illumina can reasonably identify and confirm such nonconformance, or terminate Your access to the Service and refund to You a pro-rata amount of the fees paid by You to Illumina for (i) access to the Service, and (ii) any unused fees for storage and compute. The preceding states Your sole remedy and Illumina’s sole obligations under the warranty.
- c. WARRANTY DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 7(A), 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 INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES. ILLUMINA DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED. YOU ACKNOWLEDGE AND AGREE 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.

8. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT INDEMNIFICATION.

- a. Illumina Indemnity. Subject to the terms and conditions of this Agreement, Illumina will defend, indemnify, and hold You 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 and Specifications, infringes the valid and enforceable intellectual property rights of a third party. Illumina’s indemnification obligations are conditioned upon You (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 You for Your reasonable out-of-pocket expenses incurred in providing such assistance. You shall be obliged to mitigate Your losses insofar as is reasonable in the circumstances.
- b. Exclusions. Illumina’s indemnification obligations set forth in Section 8(a) do not apply to the extent a third party claim is caused by, or arises from Your (or Your 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 or Specifications, (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, You, (vi) Your 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 You 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 You with respect to the Service and refund to you a pro-rata amount of the fees paid by You to Illumina for access to the Service through the date a third party claim occurs for the allegedly infringing Service.
- d. THIS SECTION 8 IS A COMPLETE STATEMENT OF YOUR REMEDIES FOR THIRD PARTY CLAIMS FOR INFRINGEMENT AS DESCRIBED IN SECTION 8.1 AND STATES THE ENTIRE LIABILITY OF ILLUMINA FOR ANY SUCH INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

9. **YOUR DATA; UNDERTAKINGS.** You shall own all right, title and interest in and to the Data. “Data” means all information, files, or data that is uploaded by You, provided by You, and stored by You through Your use of the Service, and/or created within the Service, or otherwise created as a result of Your use of the Service, including the Results (which, for the avoidance of doubt, may include log/metadata collection, as well as any genomic information generated by sequencing instruments and further analysis or processing conducted on such information). You hereby grant to Illumina and its affiliates a non-exclusive, fully paid-up, royalty-free, worldwide, irrevocable, perpetual right and license, with the right to sublicense, to use the Data (i) to provide the Service (which may include providing technical support services), (ii) to provide analysis and reporting to You through the Service; (iii) to collect and retain non-personally identifiable statistical data for use by Illumina for its commercial purposes; and (iv) in accordance with the use described in the Illumina Corporate Privacy Policy. In the event that Illumina needs to access the Data to provide reporting, respond to any technical problems, queries, or requests from You, You shall ensure that Illumina is permitted to do so in accordance with applicable laws, regulations and international accords, treaties, or accords including, without limitation, applicable data privacy laws. You hereby additionally grant to Illumina and its affiliates a non-exclusive, fully paid-up, royalty-free, worldwide, irrevocable, perpetual right and license, with the right to sublicense, to use in any manner suggestions, ideas, or comments provided by You related to the Service, or any part or use thereof.
10. **YOUR SECURITY OBLIGATIONS.** In using the Service, You (and not Illumina) shall be responsible for establishing, monitoring, and implementing security practices to control the physical access to and use of the Service and all Data therein in accordance with Your own security policies and procedures, and ensuring the adequacy of anti-virus software. You shall also be responsible for installing customer-installable firmware updates and patches which may be required to address a vulnerability or security flaw. You will take all reasonable precautions and security measures to prevent unauthorized use of the Service or Data, including the use of any encryption keys or encrypted storage, retrieval and transmission as may be available for use with the Service. While Illumina uses industry standard security, no system can perfectly guard against risks of intentional or inadvertent disclosure of information. When using the Service, information will be transmitted over a medium that is beyond the control of Illumina. Accordingly, You agree that You assume the risk for, and You (and not Illumina) are not responsible for, any inability to access the Data, the loss or corruption of Data, or for any unauthorized use or access of the Data as a result of Your use of the Service or the Illumina Sequencing Instrument, and Illumina has no liability to You in connection with such inability to access the Data, the loss, or corruption of Data, or for any unauthorized use or access of the Data as a result of Your use of the Service or the Illumina Sequencing Instrument.
11. **DATA DISCLAIMER; INDEMNITY.** YOU EXPRESSLY RECOGNIZE THAT ILLUMINA DOES NOT CREATE OR ENDORSE ANY DATA PROCESSED BY OR USED IN CONJUNCTION WITH THE SERVICE PROVIDED HEREUNDER. IT IS YOUR RESPONSIBILITY TO ENSURE YOU HAVE OBTAINED ALL NECESSARY PERMISSIONS (INCLUDING, WITHOUT LIMITATION, ALL CONSENTS FROM HUMAN SUBJECTS) TO USE AND TRANSMIT THE DATA ON OR THROUGH THE SERVICE. YOU FURTHER ACKNOWLEDGE AND UNDERTAKE THAT YOU SHALL BE SOLELY RESPONSIBLE FOR CONDUCTING ROUTINE BACKUPS AND ARCHIVING OF DATA. YOU ACKNOWLEDGE THAT ILLUMINA HAS NO RESPONSIBILITY TO MONITOR OR SCREEN THE DATA FOR COMPLIANCE WITH ANY LAW OR REGULATION OR FOR ANY OTHER PURPOSE. You shall, at Your 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 Your express instructions with respect to the ownership, custody, processing or disposition of the Data by Illumina, as applicable.
12. **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 YOU 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 WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE GREATER OF: THE TOTAL FEES PAID BY YOU TO ILLUMINA FOR THE SERVICE DURING THE PREVIOUS TWELVE (12) MONTHS BEFORE THE CLAIM, OR ONE THOUSAND DOLLARS (USD \$1,000).
13. **TERM AND TERMINATION.**
- a. **License Term.** The license to the Service will commence upon the Effective Date and will continue for the Free Trial Period and, if applicable, the period set forth in the quotation or invoice for access to the Service (the “Term”). You agree that if You do not purchase additional use of the Service following the expiration of the Term, Illumina may suspend or terminate the

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

- b. **Free Trial Period.** The “**Free Trial Period**” means the date commencing on the Effective Date and ending on the earlier date to occur of: (i) the date thirty (30) days after the Effective Date, or (ii) the date on which You have generated reports after analyzing the Trial Data. At the end of the Free Trial Period, You will no longer have access to the Service.
- c. **Termination for Breach.** Illumina may terminate the license to the Service without liability (i) at any time upon written notice if You materially breach this Agreement and You fail to cure such material breach within thirty (30) days of Illumina’s prior written notice to You detailing the material breach; or (ii) immediately if You becomes insolvent, cease to do business as a going concern or if a petition has been filed by or against You under any bankruptcy, insolvency or similar law or You make an assignment for the benefit of creditor.
- d. **Termination or Suspension by Illumina.** Without prejudice to any other right or remedy available to Illumina, Illumina may suspend or terminate Your access to the Service without liability if (i) You materially breach this Agreement, (ii) Illumina provides You with written notice that it has a reasonable suspicion that You are using the Service in breach of Sections 1 and 2 (Grant of License; Restrictions), or (iii) Your account or use of the Service is used for any malicious, illegal, or harmful purpose. In the event Illumina suspends Your access to the Service, Illumina shall inform You of the reasons for the suspension and shall reasonably work with You to resolve such issues and re-instate Your access to the Service.
- e. **Effect of Termination.** Upon termination in accordance with this Agreement: (i) the Term and all other rights and licenses granted by Illumina to You under this Agreement will cease immediately, (ii) upon written request, Illumina will promptly return or destroy all Data within its possession or control, to the extent You are unable to delete such Data from within the Service; 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 Clause 14 (Privacy, Data Security) until the same is returned or destroyed, (iii) all undisputed fees owing by You to Illumina at the date on which termination takes effect will become due and payable. Notwithstanding the foregoing, you acknowledge that the Service contains features which enable You to delete Your Data and other confidential information from within the Service and it is Your responsibility to delete such Data and information prior to termination. Any provision which expressly states it shall survive termination or which should by its very nature survive shall survive termination of this Agreement.

14. PRIVACY; DATA SECURITY.

- a. **Definitions.** For the purposes of this Section 14, the following definitions apply: “**Data Privacy Laws**” means, as applicable, the UK Data Protection Act 2018, the GDPR, the California Consumer Privacy Act, 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, and any other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Regulated Data, “**GDPR**” means the General Data Protection Regulation ((EU) 2016/679), “**Personal Data**” means any information relating to an identified or identifiable natural person provided or generated by You, which may processed by You or Illumina pursuant to this Agreement, “**PHI**” means information about health status, provision of health care, or payment for health care that is created or collected by a covered entity, and can be linked to a specific individual, which may processed by You or Illumina pursuant to this Agreement, “**Regulated Data**” means, as applicable, (i) Personal Data, and (ii) PHI, and “**Security Incident**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Regulated Data transmitted, stored or otherwise processed by Illumina under this Agreement. For the avoidance of doubt, a Security Incident shall not include an attempt that results in no unauthorized access to Regulated Data, such as pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, or similar incidents.
- b. **Use of the Service.** You understand and agree that Your use of the Service may involve, at Your discretion, Your uploading, transmission of, creation of, or modification of Data which may include, without limitation, Data consisting of genomic information (whether whole genome sequences or portions) and Regulated Data. You agree that You will, to extent it is reasonably practical to do so, not in connection with or through the Service, provide, generate or modify any identifiable Data about a natural person. For example, You 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 individual from whom any Data was derived. In the event that Regulated Data is uploaded, transmitted, created or modified by You in Your use of the Service, You specifically agree that You will: (i) only process the minimum amount of Regulated Data as is necessary for Your lawful and ethical intended use of the Service, (ii) retain control of the Regulated Data and remain responsible for Your compliance obligations under the applicable Data Privacy Laws, including providing any notices to and obtaining any consents from individuals which may be required to process Regulated Data through Service, and for the processing instructions You give to Illumina, and (iii) not use the Regulated Data in violation of the Data Privacy Laws.

- c. **Processing By Illumina.** Solely to the extent relevant to Illumina’s provision of Service, Illumina shall act only on the instructions of You in processing any Regulated Data. You hereby instruct Illumina to take such steps in the processing of Regulated Data as are reasonably necessary to the performance of Illumina’s obligations under this Agreement, and agree that such instructions constitute Your full and complete instructions as to the means by which Regulated Data shall be processed by Illumina. You acknowledge and agree that Illumina may access or process Regulated Data that you may upload to, create or store within the Service, as is necessary in its provision of the Service (including, without limitation, the provision of technical support), and that such access is global in nature. Both You and Illumina shall comply with the Data Privacy Laws in exercising rights and performing obligations under this Agreement. Specifically, Illumina agrees that it shall: (i) not use Regulated Data save for the purposes of delivering the Service, (ii) implement and maintain appropriate administrative, physical, technical and organizational measures to protect any Regulated Data accessed or processed by it against unauthorized or unlawful processing or accidental loss, destruction, damage or disclosure, (iii) upon termination of this Agreement, securely and permanently erase or destroy any Regulated Data stored by Illumina which You are unable to delete through the Service (if any), (iv) provide reasonable support to You (to the extent You are unable to access the Regulated Data within the Service) in complying with any legally mandated request for access to or correction of any Regulated Data by any individual, or access or demand made by any court or governmental authority responsible for enforcing Data Privacy Laws, and (v) in the event that Illumina is subject to a Security Incident, inform You promptly upon becoming aware of a confirmed Security Incident and reasonably cooperate with You in respect of the measures that should be taken in response. Neither You nor Illumina will make any public statement or issue any public communication regarding any incident described in this Section 14, except as strictly required by law or regulation.
- d. **Personal Data; GDPR.** This Section 14(d) applies to the extent You process Personal Data through the Service and such Personal Data is collected or derived from individuals within the European Union, the European Economic Area, the United Kingdom, or Switzerland. Illumina makes available a Data Processing Addendum for the Service which is available at [\[LINK\]](#) to enable both Illumina and You to comply with the obligations under the GDPR and the UK Data Protection Act 2018. In order for the Data Processing Addendum to apply to this Service and the terms of this Agreement, and become legally binding, You must download it from the link, have an authorized signatory sign it, and return it to privacy@illumina.com. For the avoidance of doubt, Illumina complies with the EU-US Swiss-US Privacy Shield Framework and adheres to the Privacy Shield Principles of Notice, Choice, Accountability for Onward Transfer, Security, Data Integrity and Purpose Limitation, Access, and Recourse, Enforcement and Liability. To learn more about the Privacy Shield program, and to view Illumina’s certification page, visit <https://www.privacyshield.gov/>.
- e. **Protected Health Information; HIPAA.** This Section 14(e) applies to the extent that You are a “covered entity” or a “business associate” of a covered entity (as those terms are defined under HIPAA). Illumina makes available a Business Associate Agreement for the Service which is available at [\[LINK\]](#) to enable both Illumina and You to comply with the obligations under HIPAA with respect to PHI which You may process through the Service. In order for the Business Associate Agreement to apply to this Service and the terms of this Agreement, and become legally binding, You must download it from the link, have an authorized signatory sign it, and return it to privacy@illumina.com.
- 15. REGULATORY.** The Service is provided for Research Use only. You hereby acknowledge and agree that: (i) the 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) You will comply with all applicable laws and regulations when using the Service and any Results; and (iii) You must ensure that You have any regulatory approvals that are necessary for Your intended uses of the Product. Illumina intends that its products be used only in a lawful and ethical manner. You agree to comply with all applicable laws, regulations, and ethical guidelines promulgated by established national and international ethical bodies when using and maintaining the Service and the information generated from the use of the Service. You assume the sole risk and liability for using the Service for any purpose other than Your Research Use. To the maximum extent permitted by law, You agree to defend, indemnify and hold harmless Illumina, its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, actions, suits or proceedings brought by a third party, and pay all losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) arising out of or related to Your use of the Service for any purpose other than the conduct of research.
- 16. U.S. GOVERNMENT END USERS.** If You are a branch agency or instrumentality of the United States Government, the following provision applies. The software and 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.
- 17. EXPORT LAW.** The Service and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that You have the responsibility to obtain such licenses to export, re-export or import as may be required.
- 18. 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 shall 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 shall 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 is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us in relation to the subject matter of this Agreement. The relationship between You and us 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. You agree 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 You 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 you without Illumina's prior written consent. Illumina may freely assign this Agreement

If You have any questions regarding this Agreement or the Service, please contact TechSupport@illumina.com <mailto:TechSupport@illumina.com>.