

ILLUMINA® CONNECTED ANALYTICS TERMS OF SERVICE (“AGREEMENT”)

PLEASE READ THE FOLLOWING LEGALLY BINDING TERMS CAREFULLY BEFORE USING OR ACCESSING THE SERVICES (AS DEFINED IN SECTION 1 BELOW). THIS AGREEMENT WILL APPLY TO ANY QUOTATION, ORDER, ORDER ACKNOWLEDGEMENT, AND INVOICE REFERENCING THE SERVICES, AND ANY LICENCE OR DELIVERY OF THE SERVICES BY ILLUMINA. BY SELECTING THE ACCEPT OPTION, OR OTHERWISE ACCESSING OR USING THE SERVICES, 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 ILLUMINA CONNECTED ANALYTICS (“ICA”) AND RELATED SERVICES (AS DEFINED IN SECTION 1 BELOW), ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE SERVICE LEVEL AGREEMENT AVAILABLE AT <https://docs.platform.illumina.com/SLA.pdf> (THE “SLA”), AND THE DATA PROCESSING ADDENDUM AVAILABLE AT [HTTPS://WWW.ILLUMINA.COM/CONTENT/DAM/ILLUMINA-MARKETING/DOCUMENTS/DOCUMENTATION/ILLUMINA-CLOUD-AND-TECH-SUPPORT-DPA.PDF](https://www.illumina.com/content/dam/illumina-marketing/documents/documentation/illumina-cloud-and-tech-support-dpa.pdf) (THE “DPA”), EACH OF THE SLA AND DPA ARE HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT. YOU ENTER INTO THIS AGREEMENT (INCLUDING THE SLA AND DPA) BY (A) CLICKING A BOX INDICATING ACCEPTANCE WHEN IT IS PRESENTED TO YOU; (B) ACCESSING OR USING ANY PART OF THE SERVICES, AS DEFINED IN SECTION 1 BELOW; OR (C) PLACING AN ORDER FOR ICA THAT REFERENCES AN ILLUMINA QUOTATION AND THAT IS ACCEPTED.

IF YOU DO NOT AGREE TO THESE TERMS, ILLUMINA IS UNWILLING TO GRANT YOU ACCESS TO THE SERVICES. THE TERM “YOU” AND “YOUR” REFERS TO A PERSON OR ENTITY THAT HAS AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. “ILLUMINA” MEANS ILLUMINA, INC. OR OTHER ILLUMINA ENTITY THROUGH WHICH YOU OBTAIN ACCESS TO THE SERVICES. 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. **SERVICES; GRANT OF LICENSE.**

- a. **Services.** The “Services” consist of the following: (i) ICA, including its web interface and APIs, and any other services set forth at <https://www.illumina.com/connectedanalytics> (ii) any and all Software; (iii) any additional services purchased by You from a quotation issued by Illumina; and (iv) any and all Documentation related to the foregoing that is made available by Illumina in any format. Illumina may make new applications, tools, features, or functions available from time to time through the Services and may add new services to the definition of “Services” from time to time by adding them to the URL included in such definition above. You understand that Illumina may update the Services at any time but in doing so, incurs no obligation to furnish such updates to You pursuant to this Agreement.
- b. **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 Services according to the level of the subscription You purchase as set forth in the applicable Illumina quotation, solely in accordance with any other limitations set forth in such quotation, (ii) integrate the Services with Your Application (defined below) that has material value independent of the Services; (iii) if applicable, download, install, and use any Software solely as permitted by the features of the Software; and (iv) access the Documentation internally and solely in connection with Your authorized use of the Services; in all instances, solely to analyze or otherwise use sequencing data generated from Your Illumina Sequencing Instrument, and solely for Your Research Use.
- c. **ICA Account.** You must register an Account to access and use the Services. You may only register for one Account. Your Account is personal to You. You will: (i) not share your Account or transfer any part of it to anyone else; (ii) provide accurate, current and complete information during the registration process and keep Your Account up-to-date; and (iii) keep Your Account’s password secure and confidential. You will notify Illumina immediately of any unauthorized use of your Account and are responsible for anything that happens through your Account prior to closing it or reporting misuse to Illumina. You are responsible and liable to Illumina for all activity that occurs with the authentication keys, access tokens, or otherwise through or in connection with Your Account.
- d. **Free Trial.** If You are a new customer of the Services, You may receive limited, free trial access to the Services for a period of 30 calendar days through a no-fee Quotation, which will include up to 250 iCredits (“Free Trial”), subject to the terms and conditions of this Agreement. During such 30-day Free Trial period, You may exercise the rights granted under Section 1(b) solely by using non-patient, de-identified Data. With respect to the Free Trial, you may not provide, transmit, store, analyze, or otherwise use any Personal Data (defined in Section 14) or PHI (defined in Section 14) with the Services. At any time during

such 30-day Free Trial period, You may purchase access to the Services by placing an order with Illumina from an Illumina quotation. Your continued use of the Services following the Free Trial, contingent on paying the applicable fees, is subject to the terms and conditions of this Agreement. Illumina reserves the right to delete Your Data following the Free Trial to the extent that You do not purchase a paid subscription to the Services within seven (7) days following the end of the Free Trial period. NOTWITHSTANDING ANYTHING TO THE CONTRARY THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ILLUMINA DOES NOT PROVIDE ANY WARRANTY, SUPPORT OR INDEMNIFICATION OF ANY KIND WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL.

2. RESTRICTIONS. Except as expressly provided in Section 1(b), You will not do, and will not instruct or permit others to do, any of the following:

- (i) sub-license, rent, sell, lease, distribute, provide access to, or otherwise transfer the Services or any part thereof or use of the Services, separate from any integrated Application;
- (ii) use the Services for any timesharing or service bureau purposes or otherwise use or allow others to use for the benefit of any third party, separate from any integrated Applications;
- (iii) reverse engineer, decompile, disassemble, or derive the source code or underlying ideas or algorithms of the Services or any portion thereof, or attempt to do any of the foregoing, except as required to be permitted by Applicable Law;
- (iv) access, mine, or collect any data or other content available through the Services through any technology or means other than those authorized by Illumina for ICA, including through the use of any automated means (other than Illumina provided APIs) such as robots, spiders, scrapers, or similar data gathering and extraction tools with the Services;
- (v) remove, circumvent, disable, damage, or otherwise interfere with security or other preventive features of the Services, or otherwise gain or attempt to gain unpermitted access by any means to, or otherwise cause harm to, any Illumina computer system, network, or database;
- (vi) copy, modify, port, translate, localize, or create derivative works of the Services;
- (vii) use the Services (or information generated from the use of the Services) in a manner that is either prohibited by Applicable Law or contrary to ethical guidelines promulgated by established national and international ethics bodies;
- (viii) use the Services negligently or intentionally or propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data;
- (ix) remove or modify any acknowledgements, credits, or legal notices contained on the Services or any part thereof;
- (x) attempt to gain unauthorized access to other ICA accounts;
- (xi) take any action that imposes, or may impose at Illumina's sole discretion, an unreasonable or disproportionately large load on Illumina's system, network, or other infrastructure;
- (xii) file copyright or patent applications that include the Services or any portion thereof;
- (xiii) use the Services with genomic data that is not generated using an Illumina Sequencing Instrument or otherwise provided through the Services; or
- (xiv) use the Services to transmit, store, display, distribute, or otherwise make available any Data that is illegal, defamatory, abusive, obscene, vulgar, fraudulent, false, misleading (directly or by omission or failure to update information), deceptive, promotes discrimination, harassing, is violent or promotes violence, or promotes illegal or harmful activities.

3. FEES AND PAYMENT; MONITORING.

- a. Any fees payable by You to Illumina for access to the Services will be payable within 30 days of invoice or receipt of a quotation from Illumina. Your access to the Services will be automatically renewed on the same terms of Your last quotation for the Services provided by Illumina, and Illumina will 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 Services 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 Services may be terminated in Illumina's sole discretion. and Illumina reserves the right to delete and remove any Data associated with your access to Sequence Hub. The total number of interpretations performed by the Services is determined by the level of access purchased or otherwise obtained by You. Additional services and functionality accessed by You through the Services, including without limitation additional storage and compute functionality, may be subject to additional fees, and such fees will be payable to Illumina in accordance with payment terms set forth by Illumina.

- b. The level of Your access to the Services is determined by the level of access purchased or otherwise obtained by You. You acknowledge that your access to the Services, including services offered through it (such as storage and compute) made available to You may be limited in accordance with your level of access to the Services. Additional services and functionality accessed by You through the Services, including without limitation additional storage and compute functionality, may be subject to additional fees, and such fees will be payable to Illumina in accordance with payment terms set forth by Illumina.

4. OWNERSHIP; FEEDBACK.

- a. Ownership. The Services, including all modifications, enhancements, improvements, and derivative works of the Services, are and will remain proprietary material of Illumina and/or its suppliers. Illumina and/or its suppliers will retain ownership of all patents, copyrights, trademarks, trade names, trade secrets, and other intellectual property rights in the Services and any components thereof. Except for the limited right of access as provided in Section 1, You will have no right, title, or interest in or to the Services. The access to the Services is licensed, not sold, to You for use only under this Agreement.
- b. Feedback. In the event You provide any feedback, suggestion, or recommendation of any kind regarding the Services, You hereby grant 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, suggestion, or recommendation for all purposes, and you irrevocably waive, and cause to be waived, against Illumina or its other users any claims and assertions of any moral rights contained thereto. Any feedback You submit to will be considered non-confidential and non-proprietary to You.
- c. Reservation of Rights. Illumina reserves all rights in its intellectual property that are not expressly granted in the Agreement, and no licenses are granted by Illumina to You under the Agreement, whether by implication, estoppel or otherwise, except as expressly set forth herein.

5. THIRD PARTY CONTENT; THIRD PARTY PROGRAMS; APPLICATIONS.

- a. You acknowledge 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. 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 Services 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 Services, 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 Services. The Services may include access to Third Party Services. It is Your choice to use Third Party Services. The Third Party Services may require that Data be transmitted, processed, or stored outside of the Services. Third Party Services that You choose to engage with are provided by third parties subject to the end user terms, warranties, and/or privacy policies provided by such third parties. By using any Third Party Services, You consent to the applicable third party end user terms, warranties, and/or privacy policies. Illumina does not endorse Third Party Services, and, to the extent permitted by law, Illumina is not liable for any errors or issues resulting from Your engagement with Third Party Services, including the accuracy, completeness, reliability, currency, or

uninterrupted or error-free use of the Third Party Services. You acknowledge that You are liable for any use of or reliance upon Third Party Services and/or the results they generate. You agree that the Illumina Corporate Privacy Policy does not apply to Your use of Third Party Services.

f. Third Party Programs. The Services may contain third party software for which Illumina is required to provide attribution (“**Third Party Components**”). Some of the Third Party Components 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.

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 Services. You will 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 Services. Illumina’s sole obligations with respect to making the Services available are set forth in the SLA. Except as otherwise provided in the SLA, Illumina makes no guarantee that the Services 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 Services at any time.

7. LIMITED WARRANTY.

a. Services Warranty. Provided that You have paid all applicable fees for the Services, Illumina warrants that the Services 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) breach of this Agreement; (ii) abuse, misuse, neglect, negligence, accident, improper storage, operation, or use contrary to the Documentation or Specifications; (iii) improper handling, installation, maintenance, or repair (other than if performed by Illumina personnel); (iv) unauthorized alterations to the Services; (v) failure to implement, or to allow Illumina to implement, any corrections or modifications to the Services made available to You by Illumina or (vi) combination of the Services 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 Services in effect on the date that access to the Services 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 Services in order to confirm the non-conformance and make repairs. Illumina will, in its sole discretion, repair or replace non-conforming access to the Services that is covered by this warranty, provided that Illumina can reasonably identify and confirm such nonconformance, or terminate Your access to the Services and refund to You a pro-rata amount of the fees paid by You to Illumina for (i) access to the Services, 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), THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND ILLUMINA AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SERVICES 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 WILL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES. ILLUMINA DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE 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.

d. Your Warranty. You represent and warrant that your use of the Services at all times (i) complies with all Applicable Law; (ii) will not violate the terms of this Agreement; and (iii) will not circumvent or render ineffective Illumina’s technological and other measures to protect and control the Services.

8. INDEMNIFICATION.

a. Your Indemnity. You agree to defend, indemnify, and hold harmless Illumina, its affiliates, and their respective directors, officers, employees, shareholders, and agents against any losses, claims, damages, liabilities, penalties, actions, proceedings,

judgments, or any and all costs (including settlement costs), and expenses (including reasonable outside attorneys' fees and costs) arising from or in connection with any third party claim, suit or proceeding arising out of (a) Your breach of the Agreement; (b) Your use of the Services; (c) the Data; (d) Your use of Third Party Services; or (e) any other party's access and use of the Services with your unique username, password or other appropriate security code.

- b. **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 Services, 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 will be obliged to mitigate Your losses insofar as is reasonable in the circumstances.
- c. **Exclusions.** Illumina's indemnification obligations set forth in Section 8(b) 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 Services in any manner or for any purpose inconsistent with this Agreement, (ii) use of the Services in any manner not in accordance with the Documentation or Specifications, (iii) use of the Services in combination with any other products, software, materials, or services not supplied by Illumina, (iv) use of the Services 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 Services, (viii) use of the Services 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 Services.
- d. **Remedies.** If the Services 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 Services, (ii) modify or replace the Services with a substantially equivalent non-infringing substitute, or (iii) terminate the rights, license, and any other permissions provided to You with respect to the Services and refund to you a pro-rata amount of the fees paid by You to Illumina for access to the Services through the date a third party claim occurs for the allegedly infringing Services.
- e. THIS SECTION 8 IS A COMPLETE STATEMENT OF YOUR REMEDIES FOR THIRD PARTY CLAIMS FOR INFRINGEMENT AS DESCRIBED IN SECTION 8(B) AND STATES THE ENTIRE LIABILITY OF ILLUMINA FOR ANY SUCH INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

9. DATA.

- a. **Ownership.** As between You and Illumina, You will own all right, title and interest in and to the Data. You may only provide Data for use in the Services by means of the upload services supported by Illumina (e.g., Illumina APIs). You represent and warrant that the Data is provided, and will be used, in accordance with all Applicable Law, and that you will not require Illumina to engage in the provision of Services in relation to the Data that violates any provision of Applicable Law.
- b. **License to Data.** You hereby grant 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 (i) to provide the Services (which may include providing technical support services), (ii) to collect and retain non-personally identifiable statistical data for use by Illumina for its commercial purposes; and (iii) 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 will ensure that Illumina is permitted to do so in accordance with Applicable Law.
- c. **Responsibility for Data.** You acknowledge and agree that You will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use Data. You represent and warrant that You own or have 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 Law. 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 Customers with respect to such data and content.

- d. **Sharing of Data.** The Services may include features that enable You to share Your Data with other Service users (the recipient is the “Sharee”). You are solely responsible for the decision to share Data. You acknowledge that once you have shared Data it is no longer under your control and the Sharee of that Data is free to use that shared Data. For example, the Sharee of that Data may be able to download that Data to their own computer and further disseminate that Data to others, including Illumina, even if your Data is removed from your account or you disable sharing of that Data. You agree that you have the authority to share Data. You acknowledge that Illumina is not a party to any arrangement between you and any Sharee of Data. You acknowledge that Illumina has no liability arising out of your sharing of Data. Illumina has no obligation to assist you in resolving disputes arising from your sharing of Data.
- e. **Illumina’s Right to Remove Data.** Unless prohibited and in accordance with Applicable Law, Illumina has the absolute right to remove or disable access to any Data on the Services as needed to: (i) operate, secure, and improve the Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Your compliance with the Agreement, Applicable Law, or an order or requirement of a court, law enforcement or other administrative agency or governmental body; or (iii) as otherwise set forth in this Agreement. If Illumina becomes aware of any Data that potentially violates this Agreement, Illumina may investigate the allegation and determine in Illumina’s sole discretion whether to act, but have no liability or responsibility to You to do so. You agree to cooperate with Illumina in good faith, as Illumina may reasonably request, in any investigation Illumina undertakes.
- 10. YOUR SECURITY OBLIGATIONS.** In using the Services, You are responsible for establishing, monitoring, and implementing security practices to control the physical access to and use of the Services and all Data therein in accordance with Your own security policies and procedures, and ensuring the adequacy of anti-virus software. You will 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 Services or Data, including the use of any encryption keys or encrypted storage, retrieval and transmission as may be available for use with the Services. While Illumina uses industry standard security, no system can perfectly guard against risks of intentional or inadvertent disclosure of information. When using the Services, 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 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 Services 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 Services or the Illumina Sequencing Instrument.
- 11. DATA DISCLAIMER.** YOU EXPRESSLY RECOGNIZE THAT ILLUMINA DOES NOT CREATE OR ENDORSE ANY DATA PROCESSED BY OR USED IN CONJUNCTION WITH THE SERVICES 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 SERVICES. YOU FURTHER ACKNOWLEDGE AND UNDERTAKE THAT YOU WILL 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 APPLICABLE LAW OR FOR ANY OTHER PURPOSE.
- 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, WILL NOT EXCEED THE GREATER OF: THE TOTAL FEES PAID BY YOU TO ILLUMINA FOR THE SERVICES 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 Services will commence upon the Effective Date and will continue for the period set forth in the quotation or invoice under which You purchase access to the Services (the “**Term**”). You agree that if You do not purchase additional use of the Services following the expiration of the Term, Illumina may suspend or terminate the Services 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. Termination for Breach. Illumina may terminate the license to the Services 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.
- c. 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 Services 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 Services in breach of Sections 1 and 2 (Grant of License; Restrictions), or (iii) Your account or use of the Services is used for any malicious, illegal, or harmful purpose. In the event Illumina suspends Your access to the Services, Illumina will inform You of the reasons for the suspension and will reasonably work with You to resolve such issues and re-instate Your access to the Services.
- d. 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 Services; provided, however, that Illumina will 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 Law; provided further that all Data so retained will 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 Services contains features which enable You to delete Your Data and other confidential information from within the Services and it is Your responsibility to delete such Data and information prior to termination. Any provision which expressly states it will survive termination or which should by its very nature survive will 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 will 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 Services. You understand and agree that Your use of the Services 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 not, to the extent it is reasonably practical to do so, in connection with or through the Services, 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 Services, 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 Services, (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 Services, 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 Services, Illumina will 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 will 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 Services, as is necessary in its provision of the Services (including, without limitation, the provision of technical support), and that such access is global in nature. Both You and Illumina will comply with the Data Privacy Laws in exercising rights and performing obligations under this Agreement. Specifically, Illumina agrees that it will: (i) not use Regulated Data save for the purposes of delivering the Services, (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 Services (if any), (iv) provide reasonable support to You (to the extent You are unable to access the Regulated Data within the Services) 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 in accordance with Applicable Law 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.** The DPA applies to the extent You process Personal Data through the Services and such Personal Data is collected or derived from individuals within the European Union, the European Economic Area, the United Kingdom, or Switzerland.
- e. **Protected Health Information; HIPAA.** You may not transfer to ICA any PHI unless you have entered into a business associate agreement governing the transfer of such PHI. Upon Your request, Illumina will negotiate in good faith for a commercially reasonable business associate agreement that would govern the transfer of such PHI into ICA. Upon mutual execution of such business associate agreement, such business associate agreement will be incorporated by reference into this Agreement. If You wish to negotiate such a business associate agreement, please contact Illumina at privacy@illumina.com.
15. **REGULATORY.** The Services are provided for Research Use only. You hereby acknowledge and agree that: (i) the Services 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 Applicable Law when using the Services; and (iii) You must ensure that You have any regulatory approvals that are necessary for Your intended uses of the Services. Illumina intends that its products be used only in a lawful and ethical manner. You agree to comply with Applicable Law and ethical guidelines promulgated by established national and international ethical bodies when using and maintaining the Services and the information generated from the use of the Services. You assume the sole risk and liability for using the Services 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 Services 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 Services are 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 Services with only those rights set forth herein.

17. **EXPORT LAW.** The Services 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. **CHANGES TO THIS AGREEMENT.** Illumina reserves the right to change the terms of this Agreement at any time. When Illumina makes such changes, Illumina will promptly make the updated terms available to You, or may send the updated terms, or a link to it, to You at the email address that is associated with Your Account, and such updated terms will become effective 30 days following the date such notice was sent or otherwise provided to You. Your continued access to or use of the Services represents your agreement to the updated terms.
19. **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 is the complete and exclusive statement of the agreement between You 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 You and Illumina in relation to the subject matter of this Agreement. The relationship between You 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. 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 Services, please contact TechSupport@illumina.com <<mailto:TechSupport@illumina.com>>.

19. DEFINITIONS.

- a. **"Account"** means Your registered Illumina account.
- b. **"Applicable Law"** means all applicable (a) statutes, statutory instruments, regulations, treaties, ordinances, or legislation to which a party is subject (including all data privacy laws); (b) common law and the law of equity as applicable to a party; (c) binding court orders, judgments or decrees; (d) industry code of practice, guidance, policy, or standards, in each case to the extent enforceable by a governmental or regulatory authority as law; and (e) applicable policies, rules, or orders made or given by a governmental or regulatory authority.
- c. **"Application"** means any web or other application that You create using the Services, including any source code written by You to be used with the Services or hosted on the Services.
- d. **"Data"** means all information, files, or data that is uploaded by You, provided by You, and stored by You through Your use of the Services, and/or created within the Services, or otherwise created as a result of Your use of the Services (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).
- e. **"Documentation"** means the Illumina documentation (as may be updated from time to time) in the form generally made available by Illumina to its customers for use with the Services.
- f. **"Illumina Sequencing Instrument"** means an Illumina instrument that performs nucleic acid sequencing.
- g. **"Research Use"** means use Your research use, 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, or (c) is a clinical, diagnostic, or other non-research use.
- h. **"Software"** means any downloadable tools, development kits, or other software provided by Illumina for use with the Services, including any APIs that interface between the Services and Your environment.
- i. **"Third Party Content"** means any information, files, data, or other content within the Services that is either provided or made available by third parties, or made available on third party websites and linked to or otherwise used in connection with the Services.

- j. **“Third Party Service”** means any tool, site, application, product, or other service offered by a third party that is provided on or through the Services.