

ACCESS AGREEMENT AND TERMS OF USE – DRAGEN

ILLUMINA HAS PROVIDED ACCESS TO A LIMITED VERSION OF THE DRAGEN SOFTWARE SERVICE (THE “SERVICE”) TO DNANEXUS, WHICH IS PROVIDING THE SERVICE TO YOU (“YOU” OR “CUSTOMER”) VIA THE UK BIOBANK RESEARCH ANALYSIS PLATFORM. IF YOU WISH TO OBTAIN ACCESS TO THE FULL DRAGEN SOFTWARE SERVICE, PLEASE CONTACT ILLUMINA, INC. (“ILLUMINA”) AT CUSTOMERSUPPORT@ILLUMINA.COM.

PLEASE READ THE FOLLOWING LEGALLY BINDING TERMS CAREFULLY BEFORE USING OR ACCESSING THE SERVICE. THIS AGREEMENT SHALL APPLY TO ANY LICENSE OR DELIVERY OF THE SERVICE BY DNANEXUS OR 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. FOR CLARITY, ILLUMINA IS AN EXPRESS BENEFICIARY OF THESE TERMS, AND IS ENTITLED TO ENFORCE THESE TERMS.

ILLUMINA, INC. (TOGETHER WITH ITS AFFILIATES, “ILLUMINA”) IS WILLING TO PROVIDE ACCESS TO AUTHORIZED RESEARCH ANALYSIS PLATFORM USERS (THROUGH DNA NEXUS) ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, ILLUMINA IS UNWILLING TO GRANT YOU 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. 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 has no rights to download or modify the Service or any information, component or Data (as defined herein) therein. Notwithstanding anything to the contrary herein, all rights not specifically granted in this Section 1(a) or in any 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. The Service is labeled with a For Research Use Only or similar labeling statement and the performance characteristics of the Service have not been established and the Service is not for use in diagnostic procedures. Customer acknowledges that (i) the Service 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, whether research, commercial, diagnostic, or otherwise, and (ii) Customer must ensure that it has any regulatory approvals that are necessary for Customer's intended uses of the Service. You further agree to comply with all applicable laws and regulations when using and maintaining the Service.
- c. **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 reports, analysis or output of the Service ("**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 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 Service through any technology or means other than those authorized by Illumina, 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 Service;
 - (v) use the Data or other content available through the Service as input to, or to train, artificial intelligence (AI) or machine learning (ML) models;
 - (vi) 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;
 - (vii) copy, modify, port, translate, localize or create derivative works of the Service and/or the Results;
 - (viii) use the Service (or information generated from the use of the Service) in a way that is either prohibited by applicable law or regulation, or contrary to ethical guidelines promulgated by established national and international ethics bodies;
 - (ix) 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;
 - (x) remove or modify any acknowledgements, credits or legal notices contained on the Service or any part thereof;
 - (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 Service 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.
- d. **Order of Precedence.** In the event of a direct conflict between the terms of this Agreement and any Service Addendum, the terms of the Service Addendum shall control with respect to the specific Service offering, but not to any other Service. In the event of a direct conflict between any Quote (as defined herein) and any terms of this Agreement, this Agreement shall control except as to (i) price of the Service, and (ii) term of the purchased Service. In the event of a direct conflict between different Service Addenda, the terms set forth in one Service Addenda shall apply to the Service described therein and the terms in the other Service Addenda shall apply to the applicable other Service. In the event of a direct conflict between this Agreement and any other sale or supply agreement applicable to the Services, the terms of this Agreement shall control with respect to the Services to which this Agreement relates.
- e. Customer is solely responsible for obtaining, installing and maintaining its own internal equipment and communications services necessary to access and use the Service. Customer shall be solely responsible for any telephone charges, Internet access fees, and other such similar fees and expenses incurred by it through the access to and use of the Service.

2. **OWNERSHIP; FEEDBACK.**

- 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 to Illumina or DNAnexus ("**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.

3. **THIRD PARTY CONTENT.** "**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, including 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.

The Service includes third party software (“**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 Customer may have under those open source or free software licenses. The licenses that govern the terms and conditions of use of the Third Party Programs included in the Service are identified in the “readme” file relating to the Service which Illumina can provide upon request. The “readme” file contains copyright statements for the various open source software components (or portions thereof) that are distributed with the Service.

Additional Terms for Third Party Content. Specific terms applicable to certain Third Party Content may be included below in Appendix 1 to this Agreement, 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.

4. **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 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 Laws. 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.
5. **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.
6. **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 ONE THOUSAND DOLLARS (USD \$1,000).
7. **TERMINATION.**
 - a. Service Term. Illumina makes no assurances regarding the availability of the Service, and your access to the Service may be terminated at any time. This Agreement shall terminate concurrently therewith.

- b. **Effect of Termination.** The following provisions shall survive the expiration and termination of this Agreement: Sections 2 (Ownership), 4 (Responsibility for Data), 5 (Data Disclaimer; Indemnity), 6 (Limitation of Liability), 7.b (Effect of Termination), and 11 (General).
8. **PRIVACY; DATA SECURITY.** Illumina will not be hosting the Service or transferring or processing any Data in connection therewith. As such, Illumina shall have no liability to You in respect of any Data Privacy Laws, Regulated Data or Security Incidents.
- a. **Definitions.** For the purposes of this Section 9, 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 similar 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 Customer, which may be processed by Customer 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 be processed by Customer 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 the Service 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.** 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, Data consisting of genomic information (whether whole genome sequences or portions) and other Regulated Data. Customer agrees that Customer will not, to the extent it is reasonably practical to do so, use the Service to provide, generate or modify any Regulated Data about a natural person. For example, 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 individual from whom any Data was derived. In the event that Regulated Data is uploaded, transmitted, created or modified by Customer in Customer’s use of the Service, Customer specifically agrees that Customer will: (i) only process the minimum amount of Regulated Data as is necessary for Customer’s lawful and ethical intended use of the Service, (ii) retain control of the Regulated Data and remain responsible for Customer’s 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 (iii) not use the Regulated Data in violation of the Data Privacy Laws.
9. **U.S. GOVERNMENT END USERS.** If Customer is 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.
10. **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.

11. **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 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.

Appendix 1
Third Party Content – Specific Terms

The following additional terms apply to the use of certain Third Party Content included in the Service. As used herein “You” and “Your” mean “Customer” and “Customer’s” as applicable.

Online Mendelian Inheritance in Man®

The Service may allow You 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 you pursuant to a license agreement between Illumina, Inc. and JHU (the “JHU License”).

You agree to use the OMIM Data within the Service solely for your research use and solely in accordance with the terms of this Agreement. You 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, your right to access and use the OMIM Data or OMIM Database pursuant to this Agreement shall be automatically terminated.

Disclaimer of Warranties. YOU AGREE THAT THE OMIM DATA AND THE OMIM DATABASE IS 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. You 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 You or other third parties that may otherwise gain access to the OMIM Data or OMIM Database through You. Use of the OMIM Data and the OMIM Database by a third party on behalf of or for the account of You shall be considered Your use of the OMIM Database for purposes of this paragraph. The obligation of You 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. You 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. You 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. Your rights with respect to the OMIM Data and the OMIM Database may be terminated by JHU in the event that You breach 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 You.