GENE CODES CORPORATION
End User License Agreement (EULA)

This End User License Agreement (the "**Agreement**") is a binding agreement between You, the end user, and Gene Codes Corporation ("we", "our", or "us"). We provide the Software solely on the terms included in this Agreement.

BY CLICKING THE "ACCEPT" BUTTON YOU ACCEPT THIS AGREEMENT AND AGREE THAT YOU WILL BE LEGALLY BOUND BY ITS TERMS; IF YOU DON'T AGREE TO THESE TERMS, YOU MUST NOT USE THE SOFTWARE.

1. **Definitions.**

    1.1. For the purpose of interpreting this Agreement, the following terms shall have the meanings set out below:

    (a) "**Authorized Users**" means the individuals authorized to use the Software under the license, as defined by the License Use Option purchased.

    (b) "**Documentation**" means user manuals, technical manuals, and any other materials we provide, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Software;

    (c) "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world;

    (d) "**License Fees**" means the license fees paid (or required to be paid) by You for the license granted under this Agreement;

    (e) "**License Use Option**" means the specific type of license you purchased, which, depending on the type, allows the Software to be used (i) on a specific computer ("Machine Locked"), (ii) on any computer when accompanied by a hardware locking device that prevents its use on a computer without the device ("Hardware Key"), or (iii) by licenses shared over a network controlled by a hardware locking device ("KeyServer") or a server locked to a specific computer ("License Server").

    (f) "**Person**" means an individual, corporation, partnership, or any other entity;

    (g) "**Term**" has the meaning set forth in Section 9;

(h) "**Software**" means the software programs for which You are purchasing a license;

(i) "**Third Party**" means any Person other than You or us;

(j) "**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Natural Persons with Regard to the Processing of Personal Data and on the Free Movement of Such Data, and Repealing Directive 95/46/EC (General Data Protection Regulation);

(k) "**Applicable Data Protection Laws**" means all laws applicable to the Processing of Your Personal Data, including EU Data Protection Laws, other laws of the European Union or any Member State thereof, and the laws of any other country to which we or You are subject;

(l) "**Restricted Transfer**" means any transfer of Client Personal Data that would be prohibited by Applicable Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Applicable Laws) in the absence of the execution of the Standard Contractual Clauses or another lawful data transfer mechanism, as set out in Section 12 below;

(m) "**Personal Data,**" "**Controller,**" and "**Processing**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. **License Grant and Scope.**

2.1. Subject to Your payment of the License Fees and Your compliance with all the terms in this Agreement, we hereby grant You a non-exclusive, non-transferable, limited license during the Term to use (through Your Authorized Users) the Software and Documentation in conformity with the License Use Option, and subject to the limitations in Section 3. This license allows You (through Your Authorized Users) to:

(a) use the Software as properly installed in accordance with this Agreement;

(b) make copies of the Software installer for backup or archival purposes.

2.2. All copies or transfers of the Software You make will continue to be our exclusive property, will be subject to the terms of this Agreement, and must include all trademark, copyright, patent and any other Intellectual Property Rights notices contained in the original.

2.3. We may perform a "license migration" whereby we transfer a "Machine Locked" license from one hardware device to another, provided that You retain no additional, unlicensed copies of the Software and Documentation, and the recipient agrees to the terms of this Agreement. License migrations are only available to users who have purchased the maintenance and support services described in Section 6.

3. Use Restrictions.

3.1. You shall not, and You shall require Your Authorized Users not to, directly or indirectly:

(a) use (including make any copies of) the Software or Documentation beyond the scope of the license granted under Section 2;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or Documentation or any part thereof;

(c) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;

(d) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof, including database schemas, external files, and file formats;

(e) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Software or Documentation, including any copy thereof;

(f) use the Software or Documentation in violation of any law, regulation, or rule;

(g) use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to our commercial disadvantage.

4. Responsibility for Use of Software.

4.1. You are responsible and liable for all uses of the Software and Documentation through access thereto provided by You, directly or indirectly. Specifically, and without limiting the generality of the foregoing, You are responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by its Authorized Users or by any other Person to whom You or an Authorized User may provide access to or use of the Software and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

5. Compliance Measures.

5.1. The Software contains technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against any use of the Software that is prohibited under Section 3. You shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

5.2. On an annual basis, and otherwise on our written request, You shall conduct a review of Your and Your Authorized Users' use of the Software and certify to us in a signed written statement that You are in full compliance with this Agreement or, if You discover any noncompliance:

(a) You shall immediately remedy such noncompliance and provide us with written notice that You have done this. You shall provide us with all access and assistance as we request to further evaluate and remedy such noncompliance;

(b) if Your use of the Software exceeds the number of copies or Authorized Users permitted under the license, You shall, within 30 days following the date of Your review, pay Us retroactive License Fees for such excess use and obtain and pay for a valid license to bring Your use into compliance with this Agreement. In determining the License Fee payable, unless You can demonstrate otherwise by documentary evidence, all excess use of the Software shall be deemed to have commenced on the commencement date of this Agreement and the rates for such licenses shall be determined without regard to any discount to which You may have been entitled had such use been properly licensed.

6. **Maintenance and Support.**

6.1. The license granted hereunder entitles You to the Software support and maintenance services described in this Section 6.

6.2. Support services will include a commercially reasonable level of remote technical support, on an as-needed basis, for the sole purpose of attempting to address technical issues relating to Your use of the Software. Support services will be provided upon request by You, either by phone (734-769-7249) or e-mail (support@genecodes.com). We will use best efforts to respond to any requests within one business day. Support services may be provided by us, or may be provided by certain authorized resellers.

6.3. We reserve the right to change the fees for these support services without notice to you. Any change to fees for support services shall not take effect until the payment period immediately following the payment period in which the change took place.

6.4. Support services will be generally available from 9:00am to 5:00pm (US – Eastern Time Zone), Monday to Friday, on all days not designated as US federal holidays. We do not guarantee that support services will be available during extraordinary circumstances.

6.5. Maintenance services will include provision of such updates, upgrades, bug fixes, patches, and other error corrections (collectively, "**Updates**") as we make generally available free of charge to all licensees of the Software.

(a) We may develop and provide Updates in our sole discretion, and You agree that we have no obligation to develop any Updates at all or for particular issues. You also agree that all Updates will be deemed Software, and related documentation will be deemed Documentation, all subject to all terms and conditions of this Agreement. Maintenance and support services do not include any new version or new release of the Software that we may issue as a separate or new product, and we may determine whether any issuance qualifies as a new version, new release, or Update in its sole discretion.

6.6. We shall provide maintenance and support services for the following duration:

(a) for one year following the purchase date of the Software; and

(b) for any additional years for which You pay for continued maintenance and support services.

6.7. The fees for the maintenance and support services will be:

(a) $0 for the first year after purchase of a permanent license and will expire on the last day of the applicable quarter.

(b) The second year will be prorated, by quarter per license, to the end of calendar year, then $325 per calendar year per permanent license for every subsequent year.

(c) In certain situations, upon customer request and Gene Codes approval, we may shift the maintenance and support services end-date to accommodate the fiscal calendar of specific institutions. Agreements between certain distributors and Gene Codes may also change the maintenance end-date.

(d) Project Licenses, Site Licenses, and other expiring Sequencher licenses will be eligible for maintenance for the purchased term of use of the license.

6.8. We reserve the right to condition our provision of maintenance and support services, including all or any Updates, on Your registration of the copy of Software for which support is requested.

6.9. We have no obligation to provide maintenance and support services, including Updates:

(a) for any but the most current version or release of the Software;

(b) for any copy of Software for which all previously issued Updates have not been installed;

(c) if You are in breach of this Agreement;

(d) for any Software that has been modified other than by us, or that is being used with any hardware, software, configuration, or operating system not specified in the Documentation or expressly authorized by us in writing.

7. Collection and Use of Information.

7.1. You acknowledge that we may, directly or indirectly (through the services of Third Parties), collect or use information related to: Your use of the Software and equipment on which the Software is installed or through which it is used. Any such collection or use will be in conformity with our Privacy Policy, which can be found here: https://www.genecodes.com/privacy-policy. We encourage you to review it fully before using the Software.

8. Intellectual Property Rights.

8.1. You acknowledge and agree that the Software and Documentation are provided under license, and not sold, to You. You do not acquire any ownership interest in the Software or Documentation under this Agreement, or any other rights thereto, other than to use the Software or Documentation in accordance with the license granted and subject to all terms, conditions, and restrictions under this Agreement.

8.2. We reserve our entire right, title, and interest in and to the Software and all Intellectual Property Rights arising out of or relating to the Software, except as expressly granted to You in this Agreement.

8.3. You shall use commercially reasonable efforts to safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access.

8.4. You shall promptly notify us if You become aware of any infringement of our Intellectual Property Rights in the Software and fully cooperate with us in any legal action we take to enforce our Intellectual Property Rights.

9. Term and Termination.

9.1. This Agreement and the license granted hereunder shall remain in effect either (i) in perpetuity (subject to other license limitations) or (ii) for the duration reflected in the initial invoice, as applicable, or (iii) until the date terminated as set forth in Section 9.3 (the "**Term**").

9.2. You may terminate this Agreement by (1) ceasing to use and (2) destroying all copies of the Software and Documentation.

9.3. We may terminate this Agreement, effective upon written notice to You, if You materially breach this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured for 30 calendar days after we provide You written notice of the breach.

9.4. Upon expiration or earlier termination of this Agreement, the license granted hereunder shall also terminate, and You shall cease using and destroy all copies of the Software and Documentation.

9.5. No expiration or termination shall:

(a) affect Your obligation to pay all License Fees and support fees that may have become due before such expiration or termination;

(b) entitle You to any refund.

10. Limited Warranties, Exclusive Remedy, Warranty Disclaimer, and DISCLAIMER OF LIABILITY FOR CONSEQUENTIAL DAMAGES

10.1. LIMITED WARRANTY - We warrant that, when properly installed and used on a supported operating system (system requirements available here: http://genecodes.com/support) and a commonly-commercially available hardware platform, the Software will perform substantially in accordance with the Documentation for a period of 90 days from the date of receipt. Any implied warranties on the Software are limited to 90 days. Some states do not allow limitations on duration of an implied warranty, so this limitation may not apply to You.

(a) Our entire liability and Your exclusive remedy shall be, at our option, either (a) return of the price paid or (b) repair or replacement of the Software that does not meet our limited warranty and that is returned to us.

(b) At times, certain configurations of a user's hardware, software, or operating system may cause the Software to not function properly. If, after making reasonable efforts, we are unable to resolve the problem, our entire liability and Your exclusive remedy shall be return of the price paid.

(c) Our limited warranty is void if failure of the Software has resulted from abuse or misapplication.

(d) We warrant the replacement Software under this limited warranty for the remainder of the original warranty period, or 30 days, whichever is longer.

10.2. WE DISCLAIM ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF THE MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE. OUR LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

10.3. IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING LOSS OF PROFITS, ARISING OUT OF THE USE OR INABILITY TO USE THIS SOFTWARE, EVEN IF WE HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THIS LIMITATION MAY NOT APPLY TO YOU.

11. United States Government Rights

11.1. The Software is commercial computer software, as defined in 48 C.F.R. §2.101. Accordingly, if You are the US Government or any contractor therefor, You shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

12. Governing Law.

12.1. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule.

12.2. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Michigan, in each case located in the City of Ann Arbor and County of Washtenaw, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

13. General Terms

13.1. Should any provision of this Agreement be found invalid or unenforceable pursuant to any applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement will continue in effect.

13.2. You shall not assign or otherwise transfer any of Your rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without our prior written consent, which we may give or withhold in our sole discretion. Any merger, consolidation, or reorganization (regardless of whether You are a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or

performance under this Agreement for which our prior written consent is required. No delegation or other transfer will relieve You of any of Your obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 13.3 is void. We may freely assign or otherwise transfer all or any of our rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Your consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

13.3.   This Agreement constitutes the sole and entire agreement between You and us with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter

13.4.   This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.