

MASTER SOFTWARE SUBSCRIPTION AGREEMENT (CLOUD SERVICES)

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

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

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

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

1. ACCESS TO SERVICE.

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

c. **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 the terms of this Agreement, any Addendum and the DPA (as defined in Section 11), the DPA shall control with respect to the subject matter of the DPA. In the event of a direct conflict between any quotation 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.

d. 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. **FEES AND PAYMENT; MONITORING.** Any fees payable by Customer to Illumina for access to and use of the Service will be payable within 30 days of invoice from Illumina. In addition to any access or other fees identified in Customer's Quote, if applicable to Customer's Service, Customer will be responsible for purchasing from Illumina a sufficient number of iCredits to enable the use of the Service, which iCredits may be applied to certain costs, including storage and computational costs. Customer's access to the Service will be automatically renewed on the same terms of Customer's last quotation for the Service provided by Illumina, and Illumina shall invoice Customer for the applicable fees for any renewal. If Customer does not pay all applicable fees (including in respect of iCredits) within 30 days of invoice, Customer's access to the Service may be suspended or terminated in Illumina's sole discretion. Additional services and functionality accessed by Customer through the Service, including without limitation additional storage and computation functionality, may be subject to additional fees,

which fees shall be payable to Illumina in accordance with payment terms set forth by Illumina.

3. 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 ("**Feedback**"), Customer hereby grants to Illumina and its affiliates an irrevocable, non-exclusive, royalty-free, perpetual, worldwide, assignable, sublicensable, transferable license to use, modify, prepare derivative works of, publish, distribute and sublicense such Feedback for all purposes, and Customer irrevocably waives, and causes to be waived, against Illumina or its other users any claims and assertions of any moral rights contained thereto. Any feedback Customer submits to Illumina will be considered non-confidential and non-proprietary to Customer.

- 4. THIRD PARTY CONTENT; THIRD PARTY PROGRAMS.** "**Third Party Content**" means any content within the Service that is either provided by third parties, or made available on third party websites and linked to or otherwise used in connection with the Service. Customer acknowledges that all of the intellectual property rights in the Third Party Content are owned by the third party who created and/or provided such Third Party Content, and that additional terms may apply to and govern Customer's access to and use of this Third Party Content. Customer is not authorized under this Agreement to use that Third Party Content except as expressly permitted, 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.

5. LIMITED WARRANTY.

ILLUMINA REPRESENTS AND WARRANTS THAT THE SERVICE WILL FUNCTION, IN ALL MATERIAL RESPECTS, SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION. IF THE SERVICE FAILS TO FUNCTION AS WARRANTED, CUSTOMER AGREES TO INFORM ILLUMINA IN WRITING (INCLUDING SOLELY BY EMAIL) AND ILLUMINA WILL USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE REPORTED ISSUE. IF ILLUMINA IS UNABLE TO CORRECT THE ISSUE WITHIN THIRTY (30) DAYS FROM THE DATE CUSTOMER REPORTS THE ISSUE TO ILLUMINA, CUSTOMER MAY TERMINATE THIS AGREEMENT AND ILLUMINA WILL REFUND THE FEES PRE-PAID BY CUSTOMER TO ILLUMINA FOR ACCESS TO THE SERVICE FROM THE TERMINATION DATE THROUGH THE END OF THE TERM, UNLESS SUCH ISSUE WAS CAUSED BY CUSTOMER'S ABUSE OF THE SERVICE OR (ii) DUE TO CUSTOMER'S INABILITY TO ACCESS THE INTERNET OR DUE TO FACTORS BEYOND ILLUMINA'S REASONABLE CONTROL (i.e. and without limitation, natural disaster, war, acts of terrorism, or a network failure external to data centers used in the provision of the Service, including at Customer's site or between Customer's site and our data centers). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 5, ILLUMINA AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICE OR SOFTWARE PROVIDED IN CONNECTION WITH THE SERVICE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINA, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS SHALL CREATE ANY NEW WARRANTIES. ILLUMINA DOES NOT WARRANT

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

6. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT INDEMNIFICATION.

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

7. CUSTOMER’S DATA; UNDERTAKINGS.

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

to collect and retain non-personally identifiable statistical and metadata (which, for clarity, excludes genomic information generated by sequencing instruments, further analysis or processing conducted on such information, and the results) for use by Illumina for its commercial purposes; and (iii) in accordance with the use described in the [Illumina Privacy Policy](#). In the event that Illumina needs to access the Data to provide reporting, respond to any technical problems, queries, or requests from Customer, Customer will ensure that Illumina is permitted to do so in accordance with applicable law.

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

- b. Termination or Suspension by Illumina. Without prejudice to any other right or remedy available to Illumina, Illumina may suspend or terminate Customer's access to any and all Services subject to this Agreement without liability if (i) Customer materially breaches this Agreement or any Service Addendum, (ii) Illumina provides Customer with written notice that it has a reasonable suspicion that Customer is using the Service in breach of Sections 1 and 2 (Access to Service; Restrictions) or any provisions identified as "Access to Service" or "Restrictions" in a Service Addendum to this Agreement, (iii) Customer's account or use of a Service is used for any malicious, illegal, or harmful purpose, or (iv) if Customer becomes insolvent, ceases to do business as a going concern or if a petition has been filed by or against Customer under any bankruptcy, insolvency or similar law or Customer makes an assignment for the benefit of creditor.
- c. Effect of Termination. With respect to any Service purchased by Customer, upon termination or expiration in accordance with this Agreement and any applicable Service Addendum: (i) the Term with respect to such Service, Illumina's provision of such Service, and Customer's right to access and use such Service will cease immediately, (ii) upon the written request of Customer's authorized representative, Illumina will promptly return or destroy all Data related to such Service within its possession or control; provided, however, that Illumina shall not be obligated to return or destroy such Data that is stored on automated backup systems until the same would be destroyed according to such system's normal document retention schedule or such Data that must be retained for compliance with applicable laws, rules or regulations; provided further that all Data so retained shall be subject to the provisions of Section 11 (Privacy, Data Security) until the same is returned or destroyed, (iii) Illumina may permanently destroy all Data related to such Service, in its sole discretion, and (iv) all fees owing by Customer to Illumina in respect of such Service at the date on which termination takes effect will become due and payable. The following provisions shall survive the expiration and termination of this Agreement: Sections 3 (Ownership), 5 (Limited Warranty), 6 (Intellectual Property Rights Infringement Indemnification), 7 (Customer's Data; Undertakings), 8 (Data Disclaimer; Indemnity), 9 (Limitation of Liability), 10.c (Effect of Termination), 15 (Miscellaneous), and any provision identified in a Service Addendum as surviving such Termination.

11. PRIVACY:

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

and Maintenance Services (“DPA”), as updated or amended from time to time. Customer agrees that [Illumina Privacy Policy](#), as updated or amended from time to time, describes how Illumina Processes Personal Data for the execution and performance of this Agreement. Customer shall be responsible for providing relevant Data Subjects (e.g., signatories, representatives, employees) with Illumina Privacy Policy.

d.

e. **HIPAA.** Customer may not transfer to the Service any Personal Health Information (“PHI”) unless Customer has entered into a business associate agreement governing the transfer of such PHI. Upon Customer’s request, Illumina will negotiate in good faith for a commercially reasonable business associate agreement that would govern the transfer of such PHI into the Service. Upon mutual execution of such business associate agreement, such business associate agreement will be incorporated by reference into this Agreement. If Customer wishes to negotiate such a business associate agreement, please contact Illumina at privacy@illumina.com. T

12. **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.

13. **EXPORT LAW.** The Service, any related technology, or information provided to Customer is subject to restrictions and controls imposed by U.S. export control laws and regulations and may be subject to applicable export or import laws and regulations in other countries. Customer agrees not to export, re-export, transfer, distribute, release, or use the Services, any related technology, or information provided to Customer into any country or to any person or entity, or in any manner in violation of such controls or any other laws or regulations of any country, state or jurisdiction. Customer agrees to strictly comply with all such laws and regulations and acknowledge that Customer has the sole responsibility to obtain such licenses to export, re-export or import as may be required.

14. **GENERAL.** This Agreement is governed by the laws of the State of California in the United States of America, without regard to its conflict of laws principles. The federal and state courts of San Diego County in California will have exclusive jurisdiction of, and venue in, in any dispute arising out of or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If any provision of this Agreement is held to be unenforceable, that provision will be removed, and the remaining provisions will remain in full force. This Agreement (including any Service Addenda hereto), any Quote and the Privacy Documents are the complete and exclusive statement of the agreement between Customer and Illumina with respect to the subject matter of this Agreement, and supersedes any proposal or prior agreement, oral or written, and any other communications between Customer and Illumina in relation to the subject matter of this Agreement. The relationship between Customer and Illumina is that of independent contractors. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. Customer agrees that Illumina may delegate or subcontract any or all of its rights and obligations under this Agreement to one or more of its affiliates and subsidiaries. Illumina invoices and other documentation may come from an Illumina affiliate or subsidiary and Customer will honor those just as if they came directly from Illumina. There are no third party beneficiaries to this Agreement and no term hereunder is enforceable under any law or regulation by a person or entity who is not a party to these terms. This Agreement may not be assigned by Customer without Illumina’s prior written consent. Illumina may freely assign this Agreement.

**SERVICE ADDENDUM TO MASTER SOFTWARE SUBSCRIPTION
AGREEMENT (CLOUD SERVICES)
BaseSpace Sequence Hub**

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

- a. **Subject Service Use; Restrictions.** CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SUBJECT SERVICE IS NOT INTENDED BY ILLUMINA, AND HAS NOT BEEN DESIGNED BY ILLUMINA, TO BE USED FOR PATIENT CARE PURPOSES, INCLUDING WITHOUT LIMITATION, USE IN DIAGNOSING OR TREATING PATIENTS. Customer assumes the sole risk and liability for using the Subject Service, including without limitation, any services, apps, or software provided in connection with the Subject Service for any purpose other than the conduct of research. To the maximum extent permitted by law, Customer agrees 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 Customer’s use of the Subject Service, including without limitation, Customer’s use of any services, apps, or software provided in connection with the Subject Service for any purpose other than the conduct of research.
- b. **Fees and Payment.** Without limiting the terms set forth in Section 2 of the Agreement, additional services and functionality accessed by Customer through the Subject Service, including without limitation additional storage and computation functionality, may be subject to additional fees, which fees shall be payable to Illumina in accordance with payment terms set forth by Illumina. For clarity, failure to pay such fees in accordance with the Agreement may result in the consequences described in Section 10 of the Agreement.
- c. **Privacy; Security.**
 - (i) Without limiting Section 11 of the Agreement, Customer agrees to comply with the terms of the BaseSpace Informatics Suite Privacy Policy and Customer acknowledges and agrees that Illumina may use the Data in connection with the Service, including providing the Services, as well as in the ways described in the BaseSpace Informatics Suite Privacy Policy. Customer acknowledges that the Data may be transmitted and processed outside of Customer’s state or country, unless expressly stated otherwise in writing by Illumina, and that Illumina may use services of third parties in connection with the Subject Service.
 - (ii) When using the Subject Service, information will be transmitted over a medium that is beyond the control of Illumina. Customer expressly assumes the sole risk of any unauthorized disclosure or intentional intrusion, or of any delay, failure, loss, interruption or corruption of Data or other information transmitted in connection with the use of the Subject Service.

- d. **Sharing Data.** The sharing feature of Subject Service allows a user to share Data with other users of the Subject Service (the recipient is the “Sharee”). Customer is solely responsible for the decision to share Data. Customer acknowledges that once is has shared Data it is no longer under Customer’s 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 Customer’s Data is removed from Customer’s account or Customer disables sharing of that Data. Customer agrees that it has the authority to share Data. Customer acknowledges that Illumina is not a party to any arrangement between Customer and any Sharee of Data. Customer acknowledges that Illumina has no liability arising out of Customer’s sharing of Data. Illumina has no obligation to assist Customer in resolving disputes arising from its sharing of Data.
- e. **Transferring Ownership of Customer Data.** The transfer of ownership feature allows Customer to transfer ownership of its Data (and any associated rights therein) to another user of the Subject Service (the recipient is called the “Transferee”). When Customer transfers ownership of Data to a Transferee that Data becomes the legal property of the Transferee as far as Illumina is concerned and Customer relinquishes all right, title, and interest in such Data as a result of such transfer. After Customer transfers ownership, it will no longer have access to the Data that was transferred. Customer is solely responsible for the decision to transfer ownership of Data. Customer agrees that it has the authority to transfer ownership of Data. Customer acknowledges that Illumina is not a party to any arrangement between Customer and any Transferee of Data. Customer acknowledges that Illumina has no liability arising out of Customer’s transfer of ownership of Data. Illumina shall not be required to execute or deliver any document or perform any act for the purpose of giving effect to any such transfer. Illumina has no obligation to assist Customer in resolving any disputes arising from Customer’s transferring ownership of Data.
- f. **Receiving Data Transferred to Customer.** When Customer accepts Data that another user of the Subject Service has transferred ownership of such Data to Customer, as a Transferee, Customer becomes the owner of that Data and it becomes Customer’s legal property as far as Illumina is concerned. Customer is solely responsible for the decision to accept the transfer of ownership of another user’s Data. Customer agrees that it has the authority to accept ownership of Data transferred to Customer. Customer acknowledges that Illumina has no liability arising out of Customer accepting the transfer of ownership of another user’s Data. Illumina shall not be required to execute or deliver any document or perform any act for the purpose of giving effect to any such transfer. Illumina has no obligation to assist Customer in resolving any disputes arising from such transfer. In addition, once Customer accepts such transfer Customer is responsible for all costs associated with the Data (e.g., storage, transfer costs) and complying with the terms of this Agreement with respect to the Data.
- g. **Apps; Third Party Content; Software.**
- (i) The Subject Service may include access to software, services, and applications offered by Illumina or third parties (“App(s)”) (e.g., a data analysis application). It is Customer’s choice to use an App, and each App used by the Customer will be part of the Subject Service for this Agreement. The Apps may require that Data be transmitted, processed, or stored outside of the Subject Service. Customer understands and agrees that Apps may have different or additional terms of use and privacy policies that apply from those that apply to the Subject Service, and Customer must accept any such different or additional terms in order to use such Apps. In the event Illumina is aware an App will no longer be available through the Subject Service, Illumina shall use commercially reasonable efforts to provide prior notice of such non-availability, which notice may be provided by means of posting on the Subject Service user interface.
- (ii) Illumina is not responsible for the content of any third party links, websites, or resources referenced, including without limitation, third party Apps, during Customer’s use of the Subject Service.
- (iii) Customer may have access to, use, and/or download software or code, other than Apps, when using Subject Service (e.g., automatic downloads, code used in Customer’s browser, etc.) (“Software”). If the Software is provided by Illumina and the Software does not have its own end user license agreement, Illumina gives Customer a personal, non-transferable, non-assignable, non-exclusive license to use the Software in connection with Customer’s use of the Subject Service. The terms of this Agreement will

apply to such Software. Some Software may be provided by a third party and that third party may require Customer to agree to terms of use or license terms applicable to their software. Customer must agree to such terms of use or license in order to use such third party Software. Some of the Software may be offered under an open source license. There may be provisions in such open source license that expressly override some of the terms of the Agreement or this Addendum. If that is the case, only those terms of the Agreement or this Addendum, as applicable, that are in conflict with the open source license will be overridden.

(i) In addition to the above, some Apps include the following third party content as listed below.

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Chantal Vogels, Chrispin Chaguza, Mallery I Breban, Afeez Sodeinde, Abigail J. Porzucek, Nathan D Grubaugh, Emma Taylor-Salmon 2023. DengueSeq: A pan-serotype whole genome amplicon sequencing protocol for dengue virus.

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