

TERMS OF SERVICE

Last Revised on October 5, 2023

Agendia, Inc., on behalf of itself and its affiliates, (collectively, “**Agendia**”), provides you access to the Agendia Data Analysis Pipeline Tool, based on Illumina Connected Analysis (ICA) platform available at entry point <https://ica.illumina.com/ADAPT-US/> (“**ADAPT**”), and to the information, content, services, analyses and other materials available on and through ADAPT (collectively, the “**Services**”), which are operated by Agendia and made available to you, subject to your compliance with the following terms and conditions (these “**Terms of Service**”), including the ADAPT User Guide (“**User Guide**”) available here and Online Privacy Policy available [here](#). By using ADAPT, you provide your acceptance of these Terms of Service.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THIS ADAPT

Acceptance of Terms of Service

By using ADAPT or any of the Services, you agree to abide by all applicable laws, rules and regulations (“**Applicable Law**”), the User Guide and the terms of these Terms of Service. These Terms of Service constitute a binding legal agreement between Agendia and you. The term “you” and “your” refers to the person who has agreed to these Terms of Service and the Customer (as defined below) on whose behalf the person is acting. By accepting these Terms of Service, you represent and warrant that: (i) you have full legal authority to bind such Customer to these Terms of Service; (ii) you have read and understand these Terms of Service; (iii) you agree on behalf of such Customer, to these Terms of Service. If you do not have the legal authority to bind Customer, please do not click the accept option.

Your Use of the Services

ADAPT is only to be used by healthcare organizations that have been approved by Agendia (“**Customer**”). Upon approval, Customer shall be authorized to purchase or otherwise acquire the NGS Kit (“**NGS Kit**”) for specimen collection. Specimens collected with the NGS kit will be processed using Agendia-approved sequencing technology and the resulting output data will be uploaded to ADAPT to generate a MammaPrint technical report (“**Technical Report**”).

By using the Services, you hereby affirm that you are a representative of Customer and you have been determined by Agendia to have the necessary training and qualifications to utilize the Services. You further represent that (i) each specimen collected and processed has been authorized pursuant to a valid order from a qualified healthcare provider (i.e., physician); (ii) all patient data uploaded to ADAPT has been appropriately de-identified; and (iii) the Technical Report generated from analysis of the specimen will be reviewed and interpreted only by a qualified healthcare professional.

To use ADAPT, you first must register a user account (“**User Account**”) by using a unique activation key provided to you by Agendia. You may only register for one User Account,

and you must follow the registration procedures further detailed in the User Guide. Your User Account is personal to you, and you will not share your account or transfer any part of it to anyone else. You must: (i) be 18 years of age or older; (ii) provide accurate, current and complete information in connection with the registration process and keep your account up to date; (iii) keep your password secure and confidential; (iii) notify Agendia immediately of any known or suspected unauthorized use of your User Account.

You are responsible for anything that happens through your User Account prior to closing it or reporting misuse to Agendia and you are responsible and liable to Agendia for all activity that occurs with your User Account. Your User Account may be deleted and your registration may be terminated without warning if we believe (i) that you are under 18 years of age; (ii) that you are under 18 years of age and you represent yourself as 18 or older; or (iii) you have otherwise violated the Terms of Service or used ADAPT in a manner inconsistent with the User Guide. You agree not to create a User Account if we have previously removed your User Account, or we previously banned you from any of our Services, unless we provide written consent otherwise.

You are solely responsible for obtaining, installing and maintaining your own internal equipment and communications services necessary to access and use the Services, including installation of Agendia Service Connector on your device, in compliance with the User Guide. 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.

Rules of Conduct

Agendia hereby grants you a limited, revocable, non-exclusive right to access and use the Services as set forth in these Terms of Service. The foregoing right is expressly conditioned upon your agreement to, and compliance with, and you hereby agree with the following: (a) you will not use the Services for any purpose that is unlawful or prohibited by these Terms of Service, or any other purpose not reasonably intended by Agendia; (b) your use of the Services must be in compliance with all Applicable Law and the User Guide; and (c) you will otherwise comply with these Terms of Service, including the rules of conduct in this Section. You further agree not to use the Services:

For any illegal or unauthorized purpose.

To sell or otherwise transfer your User Account

To upload any content that contains any viruses, Trojan horses, worms, time bombs, cancelbots, or other disabling devices or other harmful component intended to or that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, software, data or information.

In addition, as a condition to accessing the Services, you agree not to (a) reproduce, duplicate, copy, sell, resell or exploit any portion of the Services other than as expressly allowed

under these Terms of Service; (b) use Agendia's name, trademarks, server or other materials in connection with, or to transmit, any unsolicited communications or emails; (c) use any high-volume, automated or electronic means to access the Services (including without limitation, robots, spiders, scripts or web-scraping tools); or (d) interfere with or disrupt the Services or servers or networks associated with the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services.

Intellectual Property Rights

Notwithstanding any information submitted by you through the User Account, all other content available through the Services, including but not limited to information, documents, materials, code, images, text, layouts, arrangements, displays, trademarks, illustrations, audio and video clips, HTML and other mark-up languages and all scripts (collectively, "**Content**"), is owned by or licensed to Agendia and, in many cases, is protected by intellectual property rights under U.S., foreign and international law. Agendia grants you a non-exclusive, non-transferable, non-sub-licensable limited right to access, use and display the Content pursuant to these Terms of Service and solely about your use of the Services. All rights not expressly granted by these Terms of Service are reserved by Agendia and its licensors, and no license is granted hereunder by estoppel, implication or otherwise. Without limiting the foregoing, except as expressly permitted in these Terms of Service, you may not copy, sell, display, reproduce, publish, modify, create derivative works from, transfer, distribute or commercially exploit in any manner the Content. Agendia logos, trademarks and service marks which may appear during your use of the Services, are the property of Agendia and are protected by law. Except as expressly set forth herein, you may not use or display such logos, trademarks or service marks in any manner without Agendia's prior written permission. All other trademarks, service marks and logos used in connection with the Services, with or without attribution, are the trademarks, service marks or logos of their respective owners. All rights are reserved therein.

Feedback

We welcome feedback, comments and suggestions for improvements to the Services ("**Feedback**"). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of Agendia, and Agendia may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to Agendia any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

Modifications of Terms of Service

Agendia reserves the right to change or modify these Terms of Service at any time at its sole discretion. Any change or modification made by Agendia will be effective immediately

upon being posted on the ADAPT entry point. Your continued use of the Services after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future terms and conditions, do not use or access (or continue to access) the Services. Changes can be viewed by clicking on the Terms of Service link from the ADAPT entry point, and we encourage you to do so, and to review these Terms of Service from time to time.

Disclaimer of Warranties and Limitations of Liability

Disclaimer of Warranties

You expressly agree that your use of the Services is at your sole risk and responsibility. The Services are provided “AS IS” and “as available,” to the fullest extent permitted by law. Agendia, its agents, officers, principals and employees disclaim all warranties of any kind, express, implied, statutory or otherwise, regarding the Services, including without limitation warranties of merchantability, fitness for a particular purpose and non-infringement. Except as otherwise provided in these Terms of Service, Agendia makes no representations or warranties (i) that the Services will be uninterrupted or error-free; (ii) that defects in Services will be corrected; (iii) that the Services are free of viruses, bugs or other harmful components; or (iv) that any information generated from your use of the Services (i.e., Technical Report) is accurate, reliable, complete, current or timely. Agendia does not warrant or make any representations regarding use of the Services, whether in terms of correctness, accuracy, reliability or otherwise. You (and not Agendia) are solely responsible for all information contained and submitted through your User Account and you assume the entire risk of any reliance on the Services.

Limitations of Liability

UNDER NO CIRCUMSTANCES SHALL AGENDIA BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF AGENDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF THESE TERMS OF SERVICE OR RESULTING FROM ANY ASPECT OF YOUR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE SERVICES, FROM INABILITY TO USE THE SERVICES, YOUR RELIANCE ON ANY INFORMATION OR DATA PROVIDED THROUGH THE SERVICES, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE SERVICES. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SERVICES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SERVICES. WITHOUT LIMITING THE FOREGOING, AGENDIA’S AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM YOUR USE OF THE SERVICES SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).

Exclusions and Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that Agendia may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Agendia's liability shall be the minimum permitted under such applicable law.

Indemnity

You agree to indemnify and hold Agendia, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, harmless from any claim or demand, including reasonable attorneys' fees and court costs, made by any third party due to or arising out of your (or anyone accessing the Services using your User Account) use of the Services or your violation of these Terms of Service (including without limitation your breach of any of the representations and warranties herein) or your (or anyone accessing the Services using your User Account) violation of any rights of another.

Notice and Procedure for Making Claims of Copyright Infringement

Agendia respects the intellectual property rights of others and requires users of the Services to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Agendia Legal the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the copyright owner; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the allegedly infringing material is located; (d) your address, telephone number and email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are, or are authorized to operate on behalf of, the copyright owner. Agendia Global Marketing Department for notice of claims of copyright infringement can be reached as follows:

By mail:

Agendia, Inc.
Global Marketing Department
22 Morgan
Irvine, CA 92618 USA

Application of Terms of Service

These Terms of Service constitute the entire agreement between you and Agendia with respect to your use of the Services, superseding any prior agreements between you and Agendia. These Terms of Service and the relationship between you and Agendia shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and Agendia agree to submit to the personal and exclusive jurisdiction of the courts located within Orange County, California. The failure of Agendia to exercise or enforce any right or

provision of these Terms of Service shall not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms and Service are for convenience only and have no legal or contractual effect. The Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Agendia without restriction. These Terms of Service is accepted upon your use of the Services and is further affirmed by you establishing a User Account. Your agreement with Agendia with respect to use of the Services will always include these Terms of Service at a minimum. These Terms of Service operate to the fullest extent permissible by law. If any provision of these Terms of Service is unlawful, void or unenforceable, that provision is deemed severable from these Terms of Service and does not affect the validity and enforceability of any remaining provisions.

You may contact us regarding the Terms of Service at: 22 Morgan Irvine CA 92618, by phone at (888) 321-2732 or by e-mail at customercare@agendia.com