

Atrandi Biosciences End User Software License Agreement (EULA)

PLEASE CAREFULLY REVIEW ALL OF THE TERMS SET FORTH IN THIS EULA BEFORE CLICKING "I AGREE," SIGNING, OR OTHERWISE INSTALLING, USING, OR ACCESSING THE SOFTWARE, AS BY DOING SO, YOU ("CUSTOMER") ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTAND THIS EULA AND ARE AGREEING TO BE BOUND BY ALL OF ITS TERMS.

1. General.

1.1 This EULA relates to the license, installation, and/or use by Customer of the Software identified herein and/or that accompanies these license terms, including any and all associated modules, documentation, and updates or revisions thereto.

1.2 By agreeing and/or otherwise proceeding with the installation of, use of, or other access to the Software, Customer acknowledges that it has read and understood all of the terms of this EULA, and that it is agreeing to be bound by all of the terms set forth herein. Company's rejection of any conflicting or additional terms presented by Customer, and the treatment of purchase orders, invoices, or similar documents, are as set forth in Section 2 of the Terms and Conditions. Any additional software provided by Company may be subject to additional and/or different terms and conditions. This EULA, together with the Terms and Conditions, governs Customer's use of the Software; provided that in the event of any conflict between this EULA and the Terms and Conditions with respect to Software-specific restrictions, this EULA shall control, consistent with Section 8.1 of the Terms and Conditions.

2. Definitions.

"Company" means Atrandi Biosciences, Inc., Droplet Genomics, UAB, or any other Atrandi affiliate expressly identified as the seller in the applicable Quotation, Order Acknowledgment, or other transaction document.

"Customer" means the person or entity that purchased or licensed one or more Products and/or Software from Company and that is bound by this EULA.

"Customer Data" means any data generated by Customer through use of the Software in connection with one or more Company Products.

"EULA" means this Atrandi Biosciences End User Software License Agreement, which governs Customer's use of the Software in conjunction with the applicable Atrandi Biosciences Terms and Conditions of Sale.

"Software" means any software, firmware, scripts, utilities, applications, tools, modules, updates, upgrades, patches, documentation, or other software-related materials provided, licensed, or otherwise made available by Company to Customer, whether embedded in a Product, downloaded, hosted online, or otherwise distributed by Company.

"Terms and Conditions" means Company's then-current Atrandi Biosciences Terms and Conditions of Sale governing Customer's purchase or license of Products, as may be amended from time to time.

Capitalized terms not defined herein shall have the definition set forth in the Terms and Conditions.

3. License Grant.

Software is licensed, not sold, and Customer receives only the limited rights expressly granted under this EULA. Subject to the terms and conditions of this EULA and the Atrandi Biosciences Terms and Conditions of Sale, Company hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to install and use the Software solely for Customer's internal research use and in accordance with the applicable Documentation and any software-specific terms provided by Company. Company reserves all rights not expressly granted in this EULA. This license shall automatically terminate, without further notice, upon Customer's breach of any material term of this EULA.

4. Data-Source Restriction.

Customer shall use the Software solely for its intended purpose as described in the applicable Documentation and in connection with Customer's internal research activities. Where the Software is intended for the analysis of data, Customer shall use such Software primarily with Customer Data generated using Company Products. Customer may use a de minimis amount of data not generated using Company Products solely to the extent reasonably necessary for benchmarking, comparison, validation, quality control, or other similar research purposes.

5. Restrictions.

Customer is not licensed or authorized to, and agrees not to, directly or indirectly: (a) copy the Software, except that Customer may make one (1) copy of the Software solely for backup purposes and reasonable copies of the Documentation for internal use; (b) modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software, or otherwise attempt to discover the source code of the Software; (c) rent, lease, lend, sell, sublicense, assign, distribute, or otherwise transfer the Software to any third party; or (d) remove, alter, or obscure any proprietary notices on the Software. If Customer believes that it has additional rights, or the right to act contrary to the restrictions in clause (b) above, under mandatory law (including national laws implementing Directive 2009/24/EC on the legal protection of computer programs), Customer must provide Company with at least thirty (30) days' prior written notice, and any reasonably requested information, before exercising such rights, to allow Company to offer alternatives at Company's sole discretion.

6. Feedback.

Any feedback, suggestions, or improvements relating to the Software provided by Customer ("Customer Suggestions") shall be governed by, and are subject to the license granted to Company under, Section 5 of the Terms and Conditions.

7. Usage Data.

In addition to Company's rights under Section 5 of the Terms and Conditions, such usage data rights extend to data regarding Software performance, and Company may use and disclose such data, including through the use of third-party analytics tools, for marketing purposes, subject to Company's Privacy Policy, available at <https://atrandi.com/privacy-policy>, and applicable data protection law.

8. Data Protection; Privacy.

Company collects and processes personal information in accordance with its Privacy Policy, available at <https://atrandi.com/privacy-policy>, and applicable data protection laws. If future software offerings require additional data processing terms, Company may make a Data Processing Addendum available where appropriate.

9. Research Use Only.

Customer acknowledges that the Software has not been subjected to regulatory review or approved or cleared by the United States Food and Drug Administration ("FDA") or any other entity, or otherwise reviewed, cleared, or approved under any statute, law, rule, or regulation for any purpose, whether research, commercial, diagnostic, or otherwise. Accordingly, Customer acknowledges that the Software is intended FOR RESEARCH USE ONLY and NOT FOR USE IN DIAGNOSTIC PROCEDURES. The Software is NOT intended, authorized, or approved for any clinical, therapeutic, or other diagnostic use, and NOT FOR USE IN any human or

animal in-vivo application. Customer is solely responsible for determining whether its intended use of the Software complies with all applicable laws and regulatory requirements. Any use of the Software other than as expressly permitted in this Section 8 is unauthorized and at Customer's sole risk and constitutes a breach of this Agreement subject to Section 10 (Indemnification by Customer).

10. Warranty Disclaimer.

Company's warranty obligations with respect to the Software, and Company's disclaimer of all other warranties, are as set forth in Sections 10.3 and 10.5 of the Terms and Conditions.

11. Indemnification by Customer.

Customer's indemnification obligations with respect to the Software, including for clinical, therapeutic, diagnostic, or fee-for-service use of the Software or its results, are as set forth in Section 9.3 of the Terms and Conditions. Company's indemnification obligations, if any, with respect to the Software are as set forth in Section 9.1 of the Terms and Conditions and are not duplicated or expanded by this EULA.

12. Limitation of Liability.

The limitation of liability set forth in Section 11 of the Terms and Conditions applies to Customer's use of the Software under this EULA.

13. Third-Party and Open Source Software.

The Software may include or be provided together with software owned by a third party and licensed to Customer on terms separate from this EULA ("Other Software"). Any Other Software is licensed to Customer subject to the license terms accompanying such Other Software ("Other License Terms"), and, to the extent of any conflict between this EULA and the Other License Terms, the Other License Terms shall control solely with respect to the applicable Other Software. Company makes no warranty of any kind with respect to any Other Software.

14. Entire Agreement; Relationship to Terms and Conditions. This EULA, together with the Terms and Conditions, constitutes the entire agreement between the parties with respect to Customer's use of the Software and supersedes all prior discussions, communications, agreements, and understandings of any kind and nature between the parties with respect to such subject matter. No amendment to this Agreement will be effective unless in writing and signed by both parties.