## **END USER LICENSE AGREEMENT**

This End User License Agreement ("Agreement"), is a binding agreement between Takara Bio USA, Inc. ("Licensor") and the applicant who is identified on the request form as defined below and who downloads the Application defined below ("Licensee").

The applicant shall complete the request form provided on Licensor's website ("Request Form"). Upon applicant's online submission of the Request Form, applicant will be given access to a website with a url for applicant to download the Application defined below. Once the applicant downloads the Application defined below from the website, applicant will be the Licensee of the Application defined below.

Licensor provides the SMARTer® Human scTCR Demultiplexer ("Application") solely on the terms and conditions set forth in this Agreement and on the condition that Licensee accepts and complies with them. By clicking the "Accept" button on the Request Form, Licensee accepts and is legally bound by the terms of this Agreement. If Licensee does not agree to the terms of this Agreement, Licensor will not and does not license the Application to Licensee and Licensee must not download or install the Application.

#### **LICENSE**

Licensor grants Licensee a revocable, nonexclusive, nontransferable, limited license to download, install and use the Application solely for Licensee's non-commercial purposes strictly in accordance with the terms of this Agreement. Notwithstanding the foregoing, Licensee may use the Application in providing commercial services to third-parties so long as such commercial services do not include resale or transfer of the Application.

## **INTELLECTUAL PROPERTY RIGHTS**

Licensee acknowledges and agrees that the Application is provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions and restrictions under this Agreement. Licensor and its licensors and service providers, if any, retain their entire right, title and interest in and to the Application and other property rights arising out of or relating to the Application except as expressly granted to the Licensee under this Agreement. Licensee shall safeguard the Application (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access. Licensee shall promptly notify Licensor if Licensee becomes aware of any infringement of Licensor's intellectual property rights in the Application and fully cooperate with Licensor in any legal action taken by Licensor to enforce such intellectual property rights.

#### **THIRD-PARTY MATERIALS**

The Application includes software, content, data or other materials, including related documentation, that are owned by persons other than Licensor and that are provided to Licensee on licensee terms that are in addition to and/or different from those contained in this Agreement ("Third-Party License"). A full text of the Third-Party License is hereby provided in Appendix A of this Agreement. Licensee is bound by and shall comply with the Third-Party License. Any breach by Licensee or any of its authorized users of any Third-Party License is also a breach of this Agreement.

#### RESTRICTIONS

Licensee agrees not to and will not permit others to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third-party. Licensee further agrees to use the Application only in conjunction with products purchased from Licensor and no other products.

## RESPONSIBILITY FOR USE OF APPLICATION

Licensee is responsible and liable for all uses of the Application on through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Application by its authorized users or by any other person to whom Licensee or an authorized user may provide access to or use of the Application, whether such access or use is permitted by or in violation of this Agreement.

#### **WARRANTIES**

THE APPLICATION IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, IF ANY, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED APPLICATION WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

# LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a) IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, IF ANY, BE LIABLE TO LICENSEE OR ANY THIRD-PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE APPLICATION, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL LICENSOR'S OR ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', IF ANY, COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE LICENSOR PURSUANT TO THIS AGREEMENT.

#### MODIFICATIONS TO APPLICATION

Licensor reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to Licensee.

# **TERM AND TERMINATION**

This Agreement shall remain in effect until terminated as follows:

- (a) Licensee may terminate this Agreement by ceasing to use and destroying all copies of the Application and any related documentation.
- (b) Licensor may, at its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.
- (c) This Agreement will terminate immediately, without prior notice from Licensor, in the event that Licensee fails to comply with any provision of this Agreement.

Upon termination of this Agreement, Licensee shall immediately cease all use of the Application and delete all copies of the Application from any and all devices.

# **MISCELLANEOUS**

- (a) All matters affecting the interpretation, validity, and performance of this Agreement shall be governed by the laws of the State of California, applicable to contracts entered into and to be wholly performed within said State, without reference to choice or conflict of law rules otherwise applicable.
- (b) If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- (c) All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing to:

VP, Corporate Development Takara Bio USA, Inc. 1290 Terra Bella Avenue Mountain View, CA 94043 Licensing@takarabio.com

- (d) This Agreement, together with the Request Form and all other documents that are incorporated by reference herein, constitutes the sole and entire agreement between Licensee and Licensor 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.
- (e) Licensee shall not assign or otherwise transfer any of its 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 Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under this Agreement for which Licensor's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this section is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- (f) Licensor reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, Licensor will provide at least thirty (30) days' notice prior to any new terms taking effect. Licensor, at its sole discretion will determine whether a change is considered to be a material change.

# APPENDIX A THIRD-PARTY LICENSE

The MIT License (MIT)

Copyright (c) <year> <copyright holders>

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.