Kit and Software Terms and Conditions of Use

1. Definitions:
   - **"Terms":** this term indicates the Terms and Conditions of Use described hereafter.
   - **"SaaS":** this term indicates the Software as a Service owned by Stem Genomics and dedicated to the analysis of the iCS-digital^{TM} kit results.
   - **"Kit":** this term indicates the iCS-digital^{TM} PSC kit.
   - **"User":** this term indicates any physical or legal person using the SaaS.
   - **"Personal Data":** this term indicates the data provided by the User for the creation and management of his online account.
   - **"Analysis Data":** this term indicates the data loaded on the SaaS by the User and the data produced by the SaaS.
   - **"Materials":** this term indicates the SaaS content, features and functionality, including, but not limited to, text, graphics, logos, images and video clips.

2. Restriction of use & copyrights:
   The SaaS shall be exclusively used for the analysis of the results obtained with the iCS-digital^{TM} kit. The User agrees not to use the SaaS for any other purpose. By accepting these Terms and Conditions, the User acknowledges that the Kit and the SaaS will be used only for laboratory and research purposes. The SaaS and its Materials used within or displayed by the instrument are either owned or licensed by Stem Genomics. The User may, view, print and/or download Materials from the SaaS, provided that the User keeps intact all copyright and other proprietary notices.

3. Standard of performance:
   Stem Genomics will use all reasonable efforts to ensure the accurate completion of the analysis produced by the SaaS, taking into consideration Stem Genomics level of experience in the required techniques. The User is aware and acknowledges that the analysis methods rely on statistical sampling. Therefore, it is the User's responsibility to verify the plausibility and validity of the obtained results.

4. Safety Policy:
   The User understands that some of Stem Genomics products may contain potentially harmful items and/or chemicals that could cause injury if misused as may be reported in the Safety Data Sheets. The User agrees to use and store the products only as directed.

5. Confidentiality and results ownership:
   Stem Genomics undertakes to keep confidential and not to use any Analysis Data or Personal Data provided by the User, or produced by the SaaS. However, the User agrees that Stem Genomics has the right to accede to the Analysis Data or Personal Data for maintenance or update purposes. Stem Genomics will only process the Personal Data to the extent, and in such a manner, as it is necessary for the provision of the SaaS. The Personal Data may be subject to processing in accordance with the General Data Protection Regulation (GDPR).
   On its side, the User is committed in keeping the Analysis Data confidential by anonymizing the sample names prior to uploading the input files on the SaaS.
   The User will own all the intellectual property rights on the results generated by the SaaS.

6. Stem Genomics responsibility:
   Stem Genomics is committed to ensure SaaS normal functioning, within the general measures in

effect. Stem Genomics cannot guarantee that SaaS use will be uninterrupted.

Stem Genomics retains the right to temporarily interrupt or modify the SaaS at any time without any prior notification.

7. <u>Liability:</u>

Stem Genomics makes no warranty, express or implied, with respect to the SaaS or the results generated from it, and Stem Genomics hereby expressly disclaims any and all warranties of merchantability, fitness for a particular purpose, accuracy, nature of the content, or non-infringement with respect to the results. The information contained in any results is intended for informational use in connection with, and not as a substitute for the knowledge, expertise, skill, and judgment of the User.

Stem Genomics will do its best to store the Analysis Data on its server for at least one year. However, Stem Genomics cannot be held responsible for any direct or indirect damage or loss of any Analysis Data ensued from the use of the Kit, the SaaS, or ensued from server issues. The User can delete at any time its Analysis Data and Stem Genomics undertakes to permanently discard the Personal Data or Analysis Data upon the User request.

Under no circumstance, shall Stem Genomics be liable to the User for any special, incidental, consequential, or exemplary damage (including, without limitation, loss of profits, business, or damage to goodwill) arising out of or related to the use of the Kit and the SaaS, regardless of the foresee ability of any of those damages, and even if Stem Genomics is informed in advance of the possibility of such damages. Stem Genomics' total aggregate liability under these Terms shall be limited to the actual damage and will not exceed the amount of fees paid to Stem Genomics by the client.

By using Stem Genomics Kit and SaaS, the User agrees to respect the Terms and Conditions of Use specified above.