

Terms of Service

1. Definitions

- **"BASE10"** or **"we"**, **"us"** or **"our"** means BASE10 Genetics., whose principal place of business is at 8 West Monroe, Suite 2101 Chicago, IL 60603, United States of America.
- **"BASE10 Research"** means scientific research that BASE10 performs with the intent to publish in a peer-reviewed scientific journal. BASE10 Research only uses Genetic and Self-Reported Information from users who have given consent according to the applicable Consent Document. BASE10 Research activities do not include R&D.
- **"R&D"** means research and development activities performed by BASE10 on user data. These activities may include, among other things, improving our Services and/or offering new products or services to you; performing quality control activities; conducting data analysis that may lead to and/or include commercialization with a third party.
- **"Service"** or **"Services"** means BASE10's products, software, services, and Website (including but not limited to text, graphics, images, and other material and information) as accessed from time to time by the user, regardless if the use is in connection with an account or not.
- **"Personal Information"** is information that can be used to identify you, either alone or in combination with other information. BASE10 collects and stores the following types of Personal Information:
 - **"Registration Information"** is the information you provide about yourself when registering for and/or purchasing our Services (e.g. name, email, address, user ID and password, and payment information).

- **"Genetic Information"** is information regarding your genotype (e.g. the As, Ts, Cs, and Gs at particular locations in your genome), generated through the processing of your test by BASE10 or by its contractors, successors, and assignees; or otherwise processed by and/or contributed to BASE10.
- **"Self-Reported Information"** is all information about yourself, including your disease conditions, other health-related information, personal traits, ethnicity, family history, and other information that you enter into surveys, forms, or features while signed in to your BASE10 account. Self-Reported Information is included in BASE10 Research only if it has been indicated for BASE10 Research use on the Website and if you have given consent as described in the applicable Consent Document.
- **"User Content"** is all information, data, text, software, music, audio, photographs, graphics, video, messages, or other materials—other than Genetic Information and Self-Reported Information—generated by users of BASE10 Services and transmitted, whether publicly or privately, to or through BASE10.
- **"Web Behavior Information"** is information on how you use the BASE10 website (e.g. browser type, domains, page views) collected through log files, cookies, and web beacon technology.
- **"Aggregated Test and Self-Reported Information"** is Test and Self-Reported Information that has been stripped of Registration Information and combined with data from a number of other users sufficient to minimize the possibility of exposing individual-level information while still providing scientific evidence.
- **"Website"** means www.BASE10genetics.com

2. Information About Us

The Service is operated by BASE10. We are incorporated in Delaware and our principal place of business is at 8 West Monroe, Suite 2101 Chicago, IL 60603, United States of America.

3. Acceptance of Terms

- You agree to use BASE10's Services (excluding any services provided by BASE10 under a separate agreement) in accordance with these Terms of Service ("**TOS**"). These TOS apply to users based in the United States. BASE10 also may offer other services from time to time that are governed by different terms of service.
- Except as specified herein, these TOS apply to any use of the Services, including but not limited to:
 - submitting a test sample for processing;
 - uploading a digital version of your test Information and interacting with it on the Website; and/or
 - creating and using a free BASE10 account without providing your test sample or Genetic Information.
- By using the Service, you agree to these TOS. You may not use the Services if you do not accept these TOS.
- Where this option is made available to you by BASE10 for any Service, you can also accept the TOS by clicking accept or agree to the TOS.
- When using particular elements of BASE10's Services, you may be subject to additional guidelines or rules applicable to such Services and such guidelines or rules will be made available to you through such Service from time to time. These guidelines or rules form part of the TOS.

4. Eligibility

- You may not use the Services and may not accept the TOS if:
 - you are not of legal age to form a binding contract with BASE10.

- you are a person barred from receiving the Services under the laws of the country in which you are resident or from which you use the Services.
- You may not use the Services if you are, unless authorized by BASE10, using the Services for a business or commercial purpose, or any purpose other than personal use.
- In addition to the conditions above, if you contribute or otherwise provide your own Test Information, you must be eighteen (18) years of age or older to agree to these TOS on behalf of yourself or those for whom you have legal authority to agree.
- If your use of the Services includes creating a BASE10 account, without submitting a test sample or otherwise, you must be thirteen (13) years of age or older to use the Services and accept the TOS.

5. Ordering the Service

- You can place orders for the Service with BASE10 by following the process outlined on our Website. You acknowledge that by placing an order with us you will be under an obligation to pay for the Service in that order.
- The BASE10 order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each stage of the order process.
- All orders are subject to acceptance by BASE10. We will send you an email to confirm acceptance. The contract between you and us will only be made when we send you this email to confirm acceptance. BASE10 will charge your chosen payment method after we accept your order.
- If you change your mind about your order, you can cancel your order in accordance with our refund policy prior to us having processed your test sample.
- You must keep the contact details we hold for you up-to-date so that we can contact you if necessary about your order.

6. Payment

- The price of the Service will be as quoted on our Website.
- The price of the Service may change from time to time, but changes will not affect any order BASE10 have accepted.
- The price of the Service excludes delivery costs, which will be added to the total amount due. You can see the relevant delivery charges for the sample collection kit on the shipping page of our order process.
- BASE10 accept payment with the payment methods listed on our Website. You must pay for the Service and any applicable delivery charges in advance.
- By submitting an order through our Website, you are confirming that the payment details provided on your order are valid and correct.

7. Tracking Your Order

- Please note that we only deliver test sample collection kits to addresses in the United States.
- Your estimated delivery date for your test sample collection kits will be as set out in the email confirmation following your order.
- Although we will make every reasonable effort to ensure your sample kit and the results are delivered within the estimated timescales, unfortunately we cannot guarantee that they will not be affected by unforeseen issues affecting the Services or our delivery partner.
- Your order will be completed when we make your results available to you.
- If you have trouble finding out the status of your order or tracking its progress, please contact the company at the number and email on our website.

8. Cancellation and Refunds

- You have a legal right to cancel the contract between you and BASE10 within 14 days after the date on which you receive the order confirmation email (when BASE10 accepts your order).

9. Description of the Services

- The Services include access to the BASE10 public Website and personal genotyping services, including the collection and analysis of your test sample.
- You acknowledge and agree that the Services are provided using the current state of the art research and technology available at the time of providing the Services.
- As research progresses and scientific knowledge and technology evolve, BASE10 is constantly innovating in order to provide the best possible experience for its users. You therefore acknowledge and agree that the form and nature of the Services which BASE10 provides may change from time to time.
- As part of this continuing innovation, you acknowledge and agree that BASE10 may stop (permanently or temporarily) providing some Services (or any features within the Services) to you or to users generally at BASE10's sole discretion.
- You may stop using the Services at any time. You do not need to specifically inform BASE10 when you stop using the Services unless you are requesting closure of your account.
- BASE10 assumes no responsibility for the use of Services outside the terms of this TOS or other applicable terms.
- You must provide all equipment necessary to make such Internet connection, including a computer and modem or other access device. You are solely responsible for providing such equipment. You acknowledge and agree that while BASE10 may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by BASE10 at any time, at BASE10's discretion.

10. Important Issues Regarding BASE10 Services

- **Once you obtain your Test Information, the knowledge is permanent.** You should not assume that any information we may be able to provide to you, whether now or as research advances, will be welcome or positive. You should also understand that as research advances, in order for you to assess the meaning of your test in the

context of such advances, you may need to obtain further services from BASE10 or from your physician or other health care provider.

- **You may learn information about yourself that you do not anticipate.** This information may evoke strong emotions and has the potential to alter your life and worldview. You may discover things about yourself that trouble you and that you may not have the ability to control or change. These outcomes could have social, legal or economic implications.
- **The laboratory may not be able to process your test sample, and the laboratory process may result in errors.** The laboratory may not be able to process your test sample if your test does not contain a sufficient volume of bio sample, you do not provide enough bio sample, or the results from processing do not meet our standards for accuracy. If the initial processing fails for any of these reasons, BASE10 will reprocess the same sample at no charge to you. If the second attempt to process the same sample fails, BASE10 will offer to send another kit to you to collect a second sample at no charge. If you send another sample and BASE10's attempts to process the second sample are unsuccessful, BASE10 will not send additional sample collection kits and you or the person who paid for the Service (if that is not you) will be entitled to a complete refund of the amount paid to BASE10.
- In this event, you will not resubmit another sample through a future purchase of the service. If you breach these TOS and resubmit another sample through a future purchase of the service and processing is not successful, BASE10 will not offer to reprocess the sample or provide you or the person who paid for the Service (if that is not you) a refund.
- Even for processing that meets our high standards, a small, unknown fraction of the data generated during the laboratory process may be un-interpretable or incorrect (referred to as "Errors"). As this possibility is known in advance, users are not entitled to refunds or entitled to make any other claims where these Errors occur.
- The above sets out our sole responsibility to you in the event that we are unable to process your sample.

- If your data indicates that you are not at elevated risk for a particular disease or condition, you should not feel that you are protected. The opposite is also true; if your data indicates you are at an elevated risk for a particular disease or condition, it does not mean you will definitively develop the disease or condition. In either case, if you have concerns or questions about what you learn through BASE10, you should contact your physician or other health care provider.
- **Research is not comprehensive.** While we measure many hundreds of thousands of data points from your test sample, only a small percentage of them are known to be related to human traits or health conditions. The research community is rapidly learning more, and an important mission of BASE10 is to conduct and contribute to this research.
- Please note that many ethnic groups are not included in genetic studies. Because interpretations provided in the Services rely on these published studies, some interpretations may not apply to you.
- Please further note that future scientific research may change the interpretation of your test results and the scientific community may show previous research to be incomplete or inaccurate.
- **Test Information you share with others could be used against your interests.** You should be careful about sharing your Test Information with others. Currently, very few businesses or insurance companies request genetic information, but this could change in the future.
- You may want to consult a lawyer to understand the extent of legal protection of your Genetic Information before you share it with anybody.
- Furthermore, Test Information that you choose to share with your physician or other health care provider may become part of your medical record and through that route be accessible to other health care providers and/or insurance companies in the future.
- You acknowledge that Test Information that you share with family, friends or employers may be used against your interests. Even if you share Test Information that has no or limited meaning today, that information could have greater meaning in the future as technology improves and new discoveries are made.

- You should be aware that, if you are asked by an insurance company whether you have learned Test Information about health conditions and you do not disclose this to them, this may be considered to be fraud or a breach of the policy that you subsequently purchase.
- BASE10 does not endorse, promise or guarantee the effectiveness of any specific course of action, resources, tests, physician or other health care providers, drugs, biologics, medical devices or other products, procedures, opinions or other information that may be mentioned on our Website or available through our Service.
- We believe that:
 - Test Information is only part of the picture of any individual's state of being;
 - the state of the understanding of Test Information is rapidly evolving and at any given time we only comprehend part of the picture of the role of genetics; and
 - only a trained physician or other health care provider can assess your current state of health or disease, taking into account many factors, including in some cases your genetics as well as your current symptoms, if any.

11. Your Promises

- By accessing BASE10 Services, you agree to, acknowledge, and promise as follows:
 - You give permission to BASE10, its contractors, successors and assignees to perform testing services on your samples and you specifically request BASE10 to disclose the results of analyses performed on your sample to you and to others you specifically authorize.
 - You promise that you are at least eighteen (18) years of age if you are providing a test sample or accessing your Test Information.

- You are promising that any sample you provide is your sample; if you are agreeing to these TOS on behalf of a person for whom you have legal responsibility, you are confirming that the sample provided will be the sample of that person.
 - You are promising that you are not an insurance company or an employer attempting to obtain information about an insured person or an employee.
 - You are aware that some of the information you receive may provoke strong emotion.
 - You take responsibility for all possible consequences resulting from your sharing with others access to your Genetic Information and your Self-Reported Information.
 - You understand that all your Personal Information will be stored in BASE10 databases and will be processed in accordance with the BASE10 Privacy Statement.
- You understand that by providing any test sample, having your Test Information processed, accessing your Test Information, or providing Self-Reported Information, you acquire no rights in any research or commercial products that may be developed by BASE10 or its collaborating partners. You specifically understand that, unless otherwise offered by BASE10, you will not receive compensation for any research or commercial products that include or result from your Genetic Information or Self-Reported Information.
 - **You agree that you have the authority, under the laws of the country in which you reside, to provide these promises. In case of breach of any one of these promises BASE10 may suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof) and you will reimburse BASE10 and its affiliates against any liability, costs, or damages suffered by BASE10 and its affiliates arising out of the breach of the promises.**

12. Account Creation, Customer Account, Password and Security Obligations

- You agree to:
 - provide true, accurate, current, and complete Registration Information about yourself as prompted by the Service; and
 - maintain and promptly update the Registration Information to keep it true, accurate, current, and complete.
- If you provide any Registration Information that is untrue, inaccurate, not current, or incomplete, or if BASE10 has a reasonable ground to suspect that such information is untrue, inaccurate, not current, or incomplete, BASE10 may suspend or terminate your account and refuse any and all current or future use of the Service (or any portion of it).
- After you have purchased our Service, you will need to create a password and account designation to access the Service.
- You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. If you allow third parties to access the Service through your username and password, you will reimburse BASE10 and its affiliates against any liability, costs, or damages, including attorney fees, arising out of claims or suits by such third parties based upon or relating to such access and use.
- You agree to:
 - immediately notify BASE10 of any unauthorized use of your password or account or any other breach of security; and
 - ensure that you exit from your account at the end of each session.
- BASE10 cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

13. BASE10 Privacy Statement and Disclosure of Information

- Your privacy is important to us. You should read our [Privacy Statement](#) which sets out how we collect, use and share information about you.

14. Limited License

- You acknowledge that all User Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such User Content originated. This means that you, and not BASE10, are entirely responsible for all User Content that you upload, post, email, or otherwise transmit via the Service.
- You acknowledge that the Services content excluding the User Content ("**Services Content**") presented to you as part of the Services, is protected by copyright and/or other intellectual property rights that are owned by BASE10 and/or the licensors who provide that content to BASE10 (or by other persons or companies on their behalf).
- BASE10 grants you a Limited License to copy and use and distribute free of charge, for non-commercial purposes only, any of the Services Content with the exception of content marked as not subject to this Limited License on the Website, provided you:
 - provide the Services Content as it appears on the BASE10 Website with no changes including but not limited to presenting selections which might tend to misrepresent the substance of the Services Content;
 - include the following attribution on the first page of any materials you distribute: © BASE10 Genetics. 2017 – 2020 All rights reserved; distributed pursuant to a Limited License from BASE10;
 - agree you have no right to offer anyone else any further right with respect to this Services content.
- Aside from the Limited License provided in this Section, you may not modify, rent, lease, loan, sell, distribute, or create derivative works based on this Services Content (either in whole or in part) unless you

have been specifically told that you may do so by BASE10 or by the owners of that content, in a separate agreement.

15. Customer Conduct – Unlawful and Prohibited Use

- You must not use the Services:
 - for any purpose that is unlawful or prohibited by these TOS or any notices displayed on our Website;
 - in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services;
 - to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services;
 - to upload, post, email, or otherwise transmit any material that is derogatory, defamatory, obscene, or offensive, such as slurs, epithets, or anything that might reasonably be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or other statutorily protected status;
 - to impersonate any person or entity, including, but not limited to, anyone affiliated with BASE10, or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - to add your own headers, forge headers, or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service;
 - to "stalk" or otherwise harass another;
 - to upload, post, email, or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- to use any information received through the Services to attempt to identify other customers, to contact other customers (other than through features for contacting other users offered pursuant to the Services), or for any forensic use;
- to download any file posted by another user of the Service that you know, or reasonably should know, cannot legally be distributed in such manner;
- to upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of BASE10 or any other party;
- to harm minors in any way;
- to advertise or offer to sell or buy any goods or services for any business purpose, unless such area specifically allows such messages;
- to upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose and only to the extent such content is authorized by law;
- to upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- to use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Website, unless explicitly permitted by BASE10;
- to engage in "framing," "mirroring," or otherwise simulating the appearance or function of BASE10's Website;

- to attempt to or actually override any security component of BASE10 web services;
 - to interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;
 - to violate these TOS, any code of conduct or other guidelines which may be applicable for any particular area of the Service or have been communicated to you by anyone affiliated with BASE10; or
 - intentionally or unintentionally violate any applicable local, state, national or international law or any applicable regulations having the force of law.
- You acknowledge and agree that you are solely responsible for (and that BASE10 has no responsibility to you or to any third party for) any breach of your obligations under the TOS and for the consequences (including any loss or damage which BASE10 may suffer) of any such breach. In case of breach of any one of these agreements BASE10 may suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof) and you will defend and indemnify BASE10 and its affiliates against any liability, costs, or damages arising out of your breach of the TOS.
 - If you breach the terms of this Section and/or BASE10 has a reasonable ground to suspect that you have breached the terms of this Section, BASE10 may suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

16. Export Control and Applicable Laws and Regulations

- You agree to comply with all local rules regarding online conduct and acceptable content.
- You agree that, so far as you are aware:

- providing your sample is not subject to any export ban or restriction in the country in which you reside; and
- your sample and data may be transferred and/or processed outside the country in which you reside.
- You will comply with all applicable laws regarding the transmission of technical data exported from the country from which you access BASE10's Services.
- You should not use our Service if in doing so you will breach any applicable laws.

17. Material Posted Through The Service and Takedown

- BASE10 does not check or moderate any User Content before it is added to the Service by users. We may later check, moderate, reject, refuse or delete any User Content if anybody objects to it, or we think that it breaches our TOS.
- As such, we do not guarantee the accuracy, integrity, or quality of any User Content.
- You understand that by using the Services, you may be exposed to content that is offensive, indecent, or objectionable. Under no circumstances will BASE10 be responsible in any way for any User Content, including, but not limited to, any errors or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of any such User Content posted, emailed or otherwise available via the Service.
- You acknowledge and agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content.
- Any person may contact us by sending us an "Infringement Notice" if any content available through our Service infringes their rights or fails to comply with our TOS. The Infringement Notice should be sent either by post to info@BASE10genetics.com

- Please provide the information described below in the Infringement Notice:
 - your name and contact details;
 - a statement explaining in sufficient detail why you consider that the content available through our Service infringes your rights or fails to comply with our TOS; and
 - a link to or such other means of identifying the problematic content.
- We will take the action that we believe is appropriate depending on the nature of the Infringement Notice and will aim respond to you within a reasonable period of time on the action we propose to take.

18. Material Provided to BASE10 – Your Proprietary Rights

- **User Content.** BASE10 does not claim ownership of the User Content you provide to BASE10 (including feedback and suggestions) or post, upload, input, or submit to the Service. Unless otherwise specified, you retain copyright and any other rights you already hold over User Content that you create and submit, post, or display on or through the Services.
- By submitting, posting, or displaying User Content, you give BASE10, its affiliated companies, sublicensees (including but not limited to sublicensees who avail themselves of the Limited License granted in Section [14] above) and successors and assigns a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, distribute, reproduce, edit, reformat, and create derivative works from any User Content that you submit, post, or display on or through the Services.
- You acknowledge and agree that this license includes a right for BASE10 to make such User Content available to other companies, organizations, or individuals with whom BASE10 has relationships, and to use such User Content in connection with the provision of those services.

- The above license does not affect how we use and share information about you which is as set out in our [Privacy Statement](#).
- You understand that BASE10, in performing the required technical steps to provide the Services to our users, may:
 - transmit or distribute your User Content over various public networks and in various media; and
 - make such changes to your content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services, or media. You acknowledge and agree that this license shall permit BASE10 to take these actions.
- You promise to BASE10 that you have all the rights, power, and authority necessary to grant the above license.
- **Test sample and/or Self-Reported Information.** Your test sample, once submitted to and analyzed by us, is processed in an irreversible manner and cannot be returned to you. See our Website for more information on sample processing. Any Test Information derived from your test remains your information which us as set forth in these TOS and our Privacy Statement.
- You understand that you should not expect any financial benefit from BASE10 as a result of having your Test Information processed; made available to you; or, as provided in our Privacy Statement and TOS, shared with or included in Aggregated Test and Self-Reported Information shared with research partners, including commercial partners.
- **Research and Products.** As stated above, you understand that by providing any sample, having your Test Information processed, accessing your TEst Information, or providing Self-Reported Information, you acquire no intellectual property or similar rights in any research or commercial products that may be developed by BASE10 or its collaborating partners. You specifically understand that you will not receive compensation for any research or commercial products that include or result from your Test Information or Self-Reported Information unless otherwise specifically offered by BASE10.

19. Indemnity

- You agree to defend and hold BASE10, and its subsidiaries, affiliates, officers, agents, contractors, partners, employees, successors, and assigns harmless from any claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out your willful, reckless or negligent misconduct in submitting, posting or transmitting User Content through the Service; your use of the Service; your violation of the TOS; or your violation of any applicable laws or rights of another.
- If you have submitted a test sample or otherwise provided your own Test Information, you will defend and hold harmless BASE10, its employees, contractors, successors, and assigns from any and all claims (unless caused by BASE10's negligence) arising out of your use or disclosure of any information obtained from genotyping your test sample and/or analyzing your Genetic Information, which is disclosed to you consistent with our Privacy Statement or results from any third-party add-ons to tools we provide
- If you choose to provide your Test Sample and/or Self-Reported Information to third parties—whether individuals to whom you facilitate access, intentionally or inadvertently, or to third parties for diagnostic or other purposes—you agree to defend and hold harmless BASE10, its employees, contractors, successors, and assigns from any and all claims (unless caused by BASE10's negligence) arising from such disclosure or use of your Genetic and/or Self-Reported Information.

20. General Practices Regarding Use and Storage

- You acknowledge that BASE10 may establish or change any existing general practices and limits concerning use of the Services, including without limitation the maximum number of days that Personal Information and Services content will be retained by the Service, the maximum disk space that will be allotted on BASE10's servers on your behalf, and the maximum number of times (and the maximum

duration for which) you may access the Services in a given period of time.

- Where BASE10 establishes or changes such general practices and limits which has a significant impact on your use of the Service, BASE10 will give you reasonable notice to familiarize yourself with such general practices and limits or changes and allow you to take any steps you consider necessary to mitigate the impact of any such general practices and limits or change.
- You acknowledge and agree that BASE10 has no responsibility or liability for the deletion of or failure to store any messages, other communications, or other content maintained or transmitted by the Services unless caused by BASE10's negligence; or for the loss of Test Information due to malfunction or destruction of data servers or other catastrophic events unless caused by BASE10's negligence.

21. Modifications to Service

- BASE10 may at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) to reflect changes in technology, commercial practice, behaviors, our business and the way users use our Service and applicable law and rules.
- BASE10 will use reasonable efforts to notify you of any significant changes to the Service.
- You acknowledge and agree that these changes may result in a delay in computations for some of the BASE10 features or Service and may affect your past activities on the Service, features that you use and your User Content ("**Service Elements**"). Any changes to the Service could involve Service Elements being deleted or reset.
- You agree that a key characteristic of our Service is that changes to the Service will take place over time and this is an important basis on which BASE10 grants you access to the Service. Once we have made changes to the Service, your continued use of the Service will show that you have accepted any changes to the Service.

- You acknowledge and agree BASE10 shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or any Service Elements.
- The software that you use may from time to time automatically download and install updates from BASE10. These updates are designed to improve, enhance, and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules, and completely new versions. You agree to receive such updates (and permit BASE10 to deliver these to you) as part of your use of the Services.
- You acknowledge that BASE10 may offer different or additional technologies or features to collect and/or interpret Test Information in the future and that your initial purchase of the Service does not entitle you to any different or additional technologies or features for collection or interpretation of your Test Information without fee, and that you may have to pay additional fees in order to have your Test Information collected, processed, and/or interpreted using any future or additional technologies or features.

22. Termination

- The TOS will continue to apply until terminated by either you or BASE10 as set out in this Section.
- If you want to terminate your legal agreement with BASE10, you may do so by notifying BASE10 at any time in writing, which will entail closing your accounts for all of the Services that you use. Your notice should be sent, in writing, to BASE10's address, which is set out at the beginning of the TOS, or via email to info@BASE10genetics.com. If you provide notice via email, BASE10 will send you an email asking you to confirm your request, and your notice will be effective following receipt of a second email confirmation from you.
- BASE10 may, at any time, by notice terminate its legal agreement with you (and in conjunction therewith, your password and account(s)) if:

- you have breached any provision of the TOS (or have acted in manner which shows that you do not intend to, or are unable to comply with, the provisions of the TOS) and have failed to remedy such breach on fifteen [15] days notice in writing to you;
- BASE10 is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful);
- the partner with whom BASE10 offered the Services to you has terminated its relationship with BASE10 or ceased to offer the Services to you;
- BASE10 is transitioning to no longer providing the Services to users in the country or state in which you reside or from which you use the Services; or
- the provision of the Services to you by BASE10 is, in BASE10's opinion, no longer commercially viable.
- Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Services may be referred to appropriate law enforcement authorities. You acknowledge and agree that BASE10 shall not be liable to you or any third party for any termination of your access to the Services.

23. Survival of Terms

- When the TOS come to an end, all of the legal rights, obligations, and liabilities that you and BASE10 have benefited from, been subject to (or which have accrued over time while the TOS have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of sections 1.(Definitions); 3.(Acceptance of Terms); 4.(Eligibility); 9.(Description of the Services); 10.(Important Issues Regarding BASE10 Services); 11.(Representations); 12.(Account Creation, Customer Account, Password and Security Obligations); 13.(BASE10 Privacy Statement and Disclosure of Information); 15.(Customer Conduct - Unlawful and Prohibited Use); 16.(Export Control and Applicable Laws and Regulations); 17.(Material Posted Through the Service and

Takedown); 18.(Material Provided to BASE10 - Your Proprietary Rights); 19.(Indemnity); 22.(Termination); 23.(Survival of Terms); 24.(Dealings with Information Providers and Listed Resources); 25.(Hyperlinks and BASE10 Website); 26.(BASE10 Proprietary Rights); 27.(DISCLAIMER OF WARRANTIES); 28.(LIMITATION OF LIABILITY); 29.(Notice); and 31.(Miscellaneous), shall continue to apply to such rights, obligations, and liabilities indefinitely.

24. Dealings with Information Providers and Listed Resources

- Your correspondence or business dealings with—or participation in promotions of—information providers, vendors, and/or resources found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such information provider or resource.
- You acknowledge and agree that BASE10 shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such information provider or resources on the Service.

25. Hyperlinks and the BASE10 Website

- The Service provides, and third parties may provide, links to other sites and resources on the Internet. Because BASE10 has no control over such sites and resources, you acknowledge and agree that BASE10 is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.
- You further acknowledge and agree that BASE10 shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such hyperlinked site or resource.

26. BASE10's Proprietary Rights

- You acknowledge and agree that BASE10 (or BASE10's licensors, as applicable) own all legal right, title, and interest in and to the Services, including any intellectual property rights (including but not limited to patents) which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by BASE10 and that you shall not disclose such information without BASE10's prior written consent.
- You further acknowledge and agree that the Services and any necessary software used in connection with the Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws.
- Except as expressly authorized by BASE10, you agree not to-and not to permit anyone else to-modify, rent, lease, loan, sell, distribute, or create derivative works of, reverse engineer, decompile, or otherwise attempt to extract the source code of the Services or Software or any part thereof, in whole or in part. Software, if any, that is made available to download from the Services, excluding software that may be made available by end-users through the Services, is the copyrighted work of BASE10 and/or its suppliers. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("**License Agreement**"). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms.
- BASE10 Genetics, BASE10, and other BASE10 logos and product and service names are trademarks of BASE10 and these marks together with any other BASE10 trade names, service marks, logos, domain names, and other distinctive brand features are the "BASE10 Marks". Unless you have agreed otherwise in writing with BASE10, other than through the Limited License in Section 14, nothing in the TOS gives you a right to use any BASE10 Marks and you agree not to display, or use in any manner, BASE10 Marks.

- You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) that may be affixed to or contained within the Services.
- For any Software not accompanied by a License Agreement, BASE10 grants you a personal, non-transferable, and non-exclusive right and license to use the object code of its Software on a single computer. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by BASE10, in the manner permitted by the TOS.
- You may not (and may not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in the Software unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by BASE10, in writing.
- Unless BASE10 has given you specific written permission to do so, you may not assign (or grant a sublicense of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.
- You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service.
- You agree not to access the Service by any means other than through the interface that is provided by BASE10 for use in accessing the Service. Any rights not expressly granted herein are reserved.

27. Disclaimer of Warranties

- ALTHOUGH BASE10 ATTEMPTS TO PROVIDE THE SERVICES USING A COMMERCIALY REASONABLE LEVEL OF SKILL AND CARE, AS SET OUT IN THIS CLAUSE 27 THERE ARE CERTAIN THINGS THAT WE DO NOT PROMISE ABOUT OUR SERVICES.
- BASE10 DOES NOT MAKE ANY PROMISES ABOUT THE SERVICES. WE DO NOT GUARANTEE THAT THE SERVICES

WILL MEET YOUR REQUIREMENTS, BE RELIABLE OR BE AVAILABLE WHEN YOU WANT TO ACCESS THE SERVICES, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE AND THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS.

- DUE TO THE INHERENT NATURE OF SOFTWARE, THE INTERNET, TELECOMMUNICATIONS NETWORKS AND WEBSITES, BASE10 DOES NOT GUARANTEE THAT THE SERVICES WILL BE AVAILABLE WHEN YOU WANT TO USE THEM, ERROR-FREE OR THAT ANY COMMUNICATIONS MADE USING THE SERVICES OR ANY INFORMATION OR CONTENT PROVIDED THROUGH THE SERVICES WILL BE SECURE.
- CERTAIN TERMS MAY BE AUTOMATICALLY INCLUDED INTO THIS AGREEMENT BY LAW. THESE TERMS RELATE TO THE QUALITY OF THE SERVICE PROVIDED, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT THAT BASE10 IS ALLOWED DO SO BY LAW, WE EXCLUDE THESE TERMS FROM THIS AGREEMENT.
- BASE10 DOES NOT GUARANTEE THAT THE SERVICES ARE FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS AND BASE10 WILL NOT BE RESPONSIBLE TO YOU FOR ANY DAMAGE ARISING FROM ANY VIRUS OR OTHER HARMFUL COMPONENT IN ANY OF THE SERVICES. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU ARE ADVISED TO BACK-UP OR STORE SECURELY YOUR CONTENT AND USER CONTENT.
- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BASE10 OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY PROMISE NOT EXPRESSLY STATED IN THESE TOS.

- YOU SHOULD ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFYING INFORMATION ABOUT YOURSELF OR THOSE FOR WHOM YOU HAVE LEGAL AUTHORITY.
- BASE10 DOES NOT CONTROL OR ENDORSE ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES AND, THEREFORE, BASE10 SPECIFICALLY DOES NOT ACCEPT ANY RESPONSIBILITY WITH REGARD TO YOUR ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES.
- BASE10 DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF OR SCREEN THE PERSONS USING THE SERVICES. BASE10 DOES NOT HAVE ANY OBLIGATION TO MONITOR THE USE OF THE SERVICES BY OTHER USERS OF THE SERVICE. AS SUCH, BASE10 WILL NOT BE RESPONSIBLE FOR ANY DAMAGE YOU SUFFER AS A RESULT OF YOUR INTERACTIONS WITH AND THE CONDUCT OF OTHER USERS AND FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION.
- BECAUSE WE CANNOT CONTROL THE BEHAVIOR OF OUR USERS BASE10 DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY USER CONTENT OR ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE CONDUCT OF ANY USERS OR FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENTS THEY MAKE.

28. Limitation of Liability

- TO THE EXTENT PERMITTED BY LAW, BASE10'S TOTAL RESPONSIBILITY FOR ANY AND ALL CLAIMS YOU MAKE UNDER THESE TOS (INCLUDING IMPLIED TERMS) OR RELATED TO THE USE OF THE SERVICES SHALL BE LIMITED TO THE AMOUNT YOU PAID (OR SOMEONE PAID TO US ON YOUR BEHALF) FOR ACCESS TO THE SERVICE OR ONE HUNDRED (\$100) US DOLLARS, WHERE NO AMOUNT IS PAID TO US.

- IN EVERY CASE, BASE10 WILL NEVER BE RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.
- TO THE EXTENT PERMITTED BY LAW, BASE10 WILL, UNLESS CAUSED BY OUR NEGLIGENCE, IN EVERY AND ALL CASES NEVER BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM:
 - THE USE OR THE INABILITY TO USE THE SERVICES;
 - ANY ACTION YOU TAKE BASED ON THE INFORMATION YOU RECEIVE IN THROUGH OR FROM THE SERVICES;
 - YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;
 - THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES;
 - UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
 - THE IMPROPER AUTHORIZATION FOR THE SERVICES BY SOMEONE CLAIMING SUCH AUTHORITY; OR
 - STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES.

29. Notice

- Notices to you may be made via either email or regular mail. BASE10 may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on or through the Services.
- Official notices related to this TOS must be sent to us at:

BASE10 Genetics

ATTN: Legal
8 West Monroe, Suite 2101
Chicago, IL 60603

- Any notices that you provide without compliance with this Section on Notices shall have no legal effect.

30. Changes to the Terms of Service

- BASE10 may make changes to the TOS from time to time to reflect changes in our Service, technology, commercial practice, behaviors, our business and the way users use our Service and applicable law and rules. When these changes are made, BASE10 will make a new copy of the TOS available on its Website and any new additional terms will be made available to you from within, or through, the affected Services.
- BASE10 will use reasonable efforts to notify you of any significant changes to the TOS.
- You acknowledge and agree that if you use the Services after the date on which the TOS have changed, BASE10 will treat your use as acceptance of the updated TOS.

31. Miscellaneous

- BASE10 intends to rely on these TOS as setting out the written terms of our relationship with you unless we have both agreed to a separate written agreement between us that expressly governs over this TOS. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software.
- For any dispute with BASE10, you will first contact us at info@BASE10genetics.com and attempt to resolve the dispute with us informally. In the unlikely event that BASE10 has not been able to resolve a dispute it has with you after attempting to do so informally, we will discuss with you and agree the most effective way of resolving our dispute using mediation or arbitration based on the nature of our

dispute. Nothing in this section shall prevent either of us from seeking injunctive (emergency) relief or other equitable relief from the courts for matters relating to data security, intellectual property or any other proprietary rights.

- These TOS shall be governed by the laws of United States of America and we each agree that any dispute that goes to court will be heard in the courts of the United States of America.
- If you do not comply with this Agreement and we do not take action immediately, this does not mean that we have given up any rights that we may take action in the future.
- A printed version of these TOS and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this TOS to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- The section titles in the TOS are for convenience only and have no legal or contractual effect.
- If any provision or portion of these TOS is found to be unenforceable, this will not affect the remaining provisions or portion.
- You may not transfer any rights or obligations under this TOS. Any transfer will be ineffective. We may freely transfer or delegate all rights and obligations under this TOS and you consent to such transfers.

Updated 6.11.2020