

ProtiFi LLC

General Terms and Conditions and End User License Agreement

1. Definitions

“Access Credentials” means the usernames, passwords and other credentials enabling access to the Hosted Services, including access credentials to use both the User Interface and the backend analytical systems.

“Agreement” means this agreement (“General Terms and Conditions and End User License Agreement” or “General Terms and Conditions” or “Terms and Conditions”) including any Annexes, and any amendments to this Agreement from time to time.

“Authorized Users” means the employees, agents, officers, contractors, lab members, directors or other persons acting for or on behalf of Customer.

“Confidential Information” means any non-public information that ProtiFi or its representatives discloses to Customer or its Representatives, whether furnished in writing, orally, electronically, or by means of inspection, which shall include, and which shall not be limited to, the following: (a) Manufacturing information including manufacturing equipment, processes, procedures, facility layouts, design specifications, procurement details, security protocols, qualification standards, and maintenance schedules; (b) Supplier and vendor information regarding the identity of suppliers, manufacturers, vendors and service suppliers, their facilities, equipment, procurement and supply chain information, and findings from audits of ProtiFi’s suppliers; (c) Raw material information including information regarding the identity of raw materials used in, with or to make ProtiFi products; (d) Site visit and audit information including any and all information learned during a site visit and/or audit at any product manufacturing, storage, or distribution facilities; (e) Product and service specifications including product and/or services specifications, drawings, prototypes, technical drawings, schematics, and standard operating policies and procedures; (f) Training and operational information including training materials, cost and pricing information, computer programs, computer network and software systems, or other technology information; (g) Business and financial information including business, marketing, financial, customer, supplier and product development plans or strategies; forecasts, manufacturing capacities, product volumes, financial and market data, customer lists, contact information, and other customer material or data, and information disclosed in response to survey requests; (h) Intellectual Property (as defined below) and technical knowledge; (i) suggestions and improvements including suggestions to improve the Customer’s processes and/or compositions, and findings from audits of a Customer’s suppliers; (j) Organizational information including organization or personnel information. In the event that ProtiFi furnishes samples or equipment to Customer, the items so received and any information learned there from shall be treated as Confidential Information under this Agreement. Additionally, any information which by its nature is confidential and would be judged so under a reasonable standard, or is disclosed, or provided under circumstances reasonably indicating it is confidential or proprietary, shall be considered to be Confidential Information regardless of whether ProtiFi has marked the Confidential Information as such.

“Customer” means any individual(s), entity/entities, or parties, whether acting separately or in conjunction, in the course of business, profession, or as a private person or other entity, including but not limited to employers, business entities, non-profit organizations, academic users, government agencies, or other associated persons and entities, who or that interacts with ProtiFi’s Products and/or Services in any way, as well as their associated current and future employees, agents, officers, contractors, lab members, directors, owners, partners, principals, representatives, managers, successors, assigns, transferees, heirs, affiliates, controlling persons, executors, legatees, administrators, auxiliary personnel, and all other associates and affiliates. This definition applies regardless of whether a purchase or formal engagement has occurred and covers interactions, either directly or indirectly, with ProtiFi’s Products and/or Services specifically including, and not limited to: (a) those to whom the offer of ProtiFi is submitted, or with whom ProtiFi has entered into an agreement, including offers and agreements that pass through third parties such as and not limited to distributors; (b) those to whom the Products and/or Services are or will be delivered or provided (directly or indirectly, through third parties, or distributors), or who will use the Products and/or Services (including trials and/or samples); (c) those visiting or browsing the ProtiFi website; (d) those submitting inquiries, making purchases, participating in trials, samples, or surveys; and (e) any party that interacts with ProtiFi in any manner, whether in-person, via the website, through communication channels, or by using or accessing any ProtiFi Products and/or Services.

“Customer Data” means all data, works and materials uploaded to or stored on the Hosted Services or Software by Customer including and not limited to mass spectrometric data, omics data, analyte quantifications and any other data sets or data files. As specified below, the Parties agree that discoveries made by Customer within its Data and/or Results while using Products and/or Services are fully owned by Customer, and shall not be considered to be intellectual property of ProtiFi.

“Documentation” means any and all information, in electronic, written, oral or other form, in written, video, online or other formats, of ProtiFi made available to Customer including, without limitation, documents, FAQs, (usage) instructions, use statements, conditions of use, product data, product information, safety data sheets, limited use information, protocols, user guides, manuals, tutorials, help information, limitations, specifications, labeling and other informational or instructional or related materials.

“Hosted Services” means the Software as a Service (SAS) SimpliFi.ProtiFi.com, and/or any other SAS, made available by ProtiFi to Customer as a service in accordance with this Agreement.

“Intellectual Property” means all ProtiFi copyrights and copyrightable materials in any form, including Documentation, inventions (patented, patentable, and unpatented including patent applications regardless of their state of publication), trade secrets, research results, formulas, formulations, compositions, methods, approaches, materials, calculations, drawings, models, plans, sets of tools, technologies, engineering details, schematics, and similar data relating to or incorporated in the Products and Software and any accompanying documentation or information derived from the foregoing. Intellectual Property includes and is not limited to the following: (a) Patents and patent applications including descriptions of inventions, filed or unfiled patents, patent applications, and related documentation, regardless of country or publication status; (b) Trade secrets and technical expertise such as formulas, practices, processes, designs, instruments, patterns, compositions, structures, sequences, and compilations of such information, technical expertise, knowledge, methodologies, techniques, and skills unique to ProtiFi; (c) Chemical and manufacturing information such as specific chemical formulas, chemical structures, formulations, molecule sequences, synthesis processes, manufacturing and derivatization routes, and other proprietary methods used in ProtiFi’s products or services; (d) Designs and prototypes including designs, schematics, blueprints, and prototypes for products or their components; (e) All information about software and technologies including proprietary software, source code, algorithms, computer programs, and other technology systems developed or used by ProtiFi including software and code in any format (such as object code, intermediate code, and source code), programming techniques and concepts, methods of processing, application program interfaces (APIs) and all of their specifications, system designs, algorithms, ideas, techniques, processes, and the structure underlying products and/or services; (f) Research and development data including results from scientific research, experimental data, test results, and development projects; (g) Technical documents including technical manuals, engineering drawings, specifications, and other technical documents related to ProtiFi’s products and services; (h) Testing and quality control information including proprietary methods and procedures for analyzing and testing products, including quality control standards; (i) Intellectual property rights including design rights, database rights, design patents and similar; (j) Identifiers and marks including internet names, domain names, email addresses, customer identities and databases, business names, trade or service marks (whether registered or unregistered), brand names, trade names, trade dress(es), user interfaces (UIs), design and feel of user interfaces, logos, color schemes, and other source identifiers (whether registered or not), and slogans used by ProtiFi in connection with its products and/or services from time to time, and the goodwill embodied in all the items of this definition; (k) All licenses ProtiFi may have; (l) All supporting documentation and records that describe, support, or are otherwise related to the information of this definition, including laboratory notebooks, project reports, and technical presentations; and (m) Any rights or forms of protection of a similar nature and/or having equivalent or similar effect to any of the aforementioned which may relate to or be incorporated in the products and/or services offered by ProtiFi LLC, and any accompanying documentation, information, products, or services derived from the foregoing.

“Products” means all movable assets (including, and not limited to, kits, consumables and reagents and expressly including samples, free or paid for) which are subject to any offer, sale, proposal, agreement or any other contract between ProtiFi and Customer, and including any components or materials or derivatives of Products.

“ProtiFi” means ProtiFi LLC.

“Representatives” in relation to ProtiFi shall mean its subsidiaries, parents, affiliates, divisions, and all of its or their respective successors, assigns, officers, owners, directors, shareholders, representatives, contractors, service providers, agents, and employees including any individual or entity that directly or indirectly controls, is controlled by, or is under common control with ProtiFi, as well as any authorized individual or entity acting on ProtiFi’s behalf. As used herein, “Representative” in relation to Customer shall mean the Customer’s subsidiaries, parents, affiliates, and divisions, and its or their respective officers, owners, directors, shareholders, employees, and permitted successors, permitted assigns, permitted representatives, permitted contractors, and permitted agents. For the purposes of this Agreement, any individual or entity acting on behalf of the Customer must have received prior written authorization from ProtiFi to be considered a permitted Representative.

“Results” means the output of the analysis of Customer’s samples or materials including and not limited to raw data and/or processed raw data, and/or Software-generated results of the analysis of Customer’s data, including, without limitation, any visualization of the data, diagrams, pathways, statistical analysis, quantifications, or evaluation of statistical significance of or relating to any of the foregoing.

“Services” means all activities, including (and not limited to) Hosted Services and/or analytical services, free or paid for and expressly including trials, which are subject to any offer, proposal, agreement or any other contract between ProtiFi and Customer, and includes any components or materials or derivatives of Services.

“Software” means the software products developed and/or provided by ProtiFi, including any new versions thereof, including and not limited to Hosted Services and SimpliFi, accessible at SimpliFi.ProtiFi.com, all software, library, utility, tool, or other computer or program code, in object (binary) or source-code form, firmware, whether such software be

locally installed Customer's systems or accessed by via the Internet or other remote means (such as websites, portals, software-as-a-service ("SAS") and/or "cloud- based" solutions), as well as the related documentation thereto.

"Supported Web Browser" means the current release from time to time of Google Chrome, Brave by Brave Software, Inc. or Apple Safari.

"User Interface" means the interface for the Hosted Services designed to allow individual human users to access and use the Hosted Services.

The use of "or" and/or "and" in this document means "and/or" unless explicitly stated otherwise, or where the use of "and/or" is clearly inappropriate.

Overview

IMPORTANT: THIS GENERAL TERMS AND CONDITIONS AND END USER LICENSE AGREEMENT ("Agreement") IS A CONTRACT BETWEEN THE CUSTOMER AND PROTIFI (as defined above and hereafter referred to as "Protifi," each a "Party" and collectively referred to as the "Parties"). **PLEASE READ THIS LICENSE CAREFULLY BEFORE BUYING OR USING Protifi PRODUCTS AND/OR SERVICES, AND BEFORE ACCESSING AND/OR USING Protifi's WEBSITE(S) AND/OR SERVICES.** ALL SALES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED HEREIN, AND UPON CUSTOMER'S ASSENT THERETO. SALES INCLUDE THE REQUEST AND ACCEPTANCE OF PRODUCT AND/OR SERVICE TRIALS AND/OR SAMPLES. NO VARIATION OF, MODIFICATION OF OR ADDITION TO THESE TERMS AND CONDITIONS WILL BE BINDING UPON PROTIFI UNLESS AGREED TO IN WRITING AND SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF PROTIFI.

This Agreement specifies the terms and conditions under which Customer shall use the Products and/or Services provided by Protifi.

All Products and/or Services, including and not limited to Products, Services, website(s) and all information and tools and related available from Protifi, are provided to Customer conditioned upon Customer's acceptance of all terms, conditions, policies and notices stated in this Agreement, without regard to how Products and/or Services were received or obtained, in particular from and not limited to obtained via distributors. This Agreement and the terms and conditions contained herein constitute the entire agreement between the Parties and supersede all statements, understandings, inducements, conditions, representations, communications, negotiations, arrangements and agreements, whether oral or written, expressed or implied, between the Parties with respect to the subject matter of this Agreement. No cancellation, amendment, modification, deletion, addition or waiver of the terms of this Agreement will be binding on Protifi unless reduced to writing and signed by an authorized officer of Protifi, and in the case of a waiver, will be effective only in the specific instance and for the specific purpose for which given, and will not be construed as a waiver of any subsequent breach. No course of dealing, usage of trade, trade custom, course of performance or Customer's terms and conditions will supplement, explain, or amend any term, condition, or instruction of this Agreement or any shipment or provision of Products and/or Services hereunder. Clerical or computer errors on a Protifi website or on the face of any Protifi quotation, invoice, or other form are subject to correction by Protifi. This Agreement applies to all past, current and future Products and/or Services, and orders thereof. Any new Products and/or Services (including and not limited to Simplifi) including any added features or tools, shall also be subject to these General Terms and Conditions and End User License Agreement. The term of this Agreement begins as soon as Customer accepts this Agreement online, or issues an order, or receives, accesses or uses any Products and/or Services, or accepts these terms via email or otherwise in writing by other means.

By visiting, accessing or using any part of Protifi's website(s) or Hosted Services, and/or purchasing, using, sampling or testing anything from Protifi, including and not limited to any Product and/or Service, and/or by consenting to this Agreement, Customer agrees to be bound by the terms of this Agreement, including those additional terms and conditions and policies referenced herein and/or those available by hyperlink. If Customer does not agree to all the terms and conditions of this Agreement in its entirety, then Customer may not purchase or use Protifi Products and/or Services, and Customer may not access any Protifi website and/or use any Services. By agreeing to this Agreement, Customer represents that it is at least the age of majority in its state or province of residence. If this Agreement is considered an offer, acceptance is expressly limited to these General Terms and Conditions and End User License Agreement.

Protifi reserves the right, at any time and from time to time, to update, change, revise, replace, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions on the use of Protifi Products and/or Services by posting such updates and/or changes to its website(s). Such updates, changes, revisions, replacements, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this Agreement as "Additional Terms") will be effective immediately and incorporated into this Agreement. Customer can review the most current version of the General Terms and Conditions and End User License Agreement at any time on this page at <https://protifi.com/pages/terms-and-conditions>. It is Customer's responsibility to check this page periodically for changes. Customer's continued use of Protifi Products and/or Services following any Additional Terms will be deemed to constitute Customer's acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into this Agreement by this reference.

Limited Use License

This Agreement grants Customer a Limited Use License (as defined below) for Protifi Products and/or Services. Conditioned upon compliance with the terms and conditions of this Agreement including its restrictions and limitations, the purchase of Products and/or Services from Protifi conveys to Customer, and Customer accepts, a personal, limited, revocable, royalty-free, non-exclusive, non-assignable, non-sublicensable and non-transferable license for the Authorized Users to use the purchased amount of Products and/or Services solely in internal research conducted by Customer (the "Limited Use License"), whether Customer is an academic, government, not-for-profit or for-profit entity, or other kind of entity.

Protifi Products and/or Services and/or Intellectual Property are protected by patent, copyright, trademark, trade secret, and other intellectual property laws and protections of the United States and foreign countries. Customer agrees that Protifi retains, reserves and owns all rights, title(s), and interest(s) in its Products and Services and Intellectual Property, including and not limited to all intellectual property rights and/or moral rights, and/or other rights in Products and/or Services related thereto or created, used, or provided by Protifi for the purposes of this Agreement, and any products, works, software used to provide Products and/or Services to Customer.

Conditions, Obligations, Restrictions and Limitations of Use

The Limited Use License granted with this Agreement shall not include any rights other than those expressly set forth herein. This Limited Use License does not imply the right to use the Products and/or Services in combination with any other product(s) covered by any patent. No other right, express or implied, is conveyed by the sale, trial, demonstration, use, gift, license or test of Products and/or Services. Customer agrees that their use of Products and/or Services is subject to the express limited license granted by and terms of this Agreement, and Customer agrees that Protifi may immediately terminate Customer's access to Protifi Products and/or Services upon any breach or violation of this Agreement, in addition to any other remedies available to Protifi at law or in equity.

Customer shall use Products and/or Services in a responsible, safe and legal manner in accordance with all applicable laws, regulations, ordinances, statutes, codes, protocols and/or guidelines, whether they be of international, national, state, regional, local or institutional or other origin. Products and/or Services shall not be used for any unlawful, unauthorized, prohibited, fraudulent, or harmful purpose or activity or in any manner inconsistent with this Agreement. Customer agrees to abide by all intellectual property laws and all terms and conditions of this Agreement. Customer agrees to not remove or alter or obscure any notice of copyright, patent, trademark or other proprietary rights or related notices placed on or embedded in Products and/or Services, or any part thereof.

Customer shall understand, perform and use Products and/or Services in accordance and complying with this Agreement and Documentation including and not limited to all protocols, instructions, limitations, specifications, use statements, conditions of use, product data, product information, safety data sheets, limited use information, labeling and materials ("Use Documents") made available by Protifi online at <https://protifi.com/pages/resources> and in other locations. Customer represents and warrants that it is familiar with the characteristics, qualities and uses of the Products and/or Services that it is purchasing from Protifi. Customer agrees to not misuse Products and/or Services in any manner.

The information and/or training provided by Protifi shall not be used to support, maintain or otherwise service a third party's Products and/or Services. Customer shall not defeat, bypass, breach, deactivate, or otherwise circumvent any security device or protection used by Products, or Services, or Software or Hosted Services. Access or use of Software or Hosted Services is only allowed through valid Access Credentials.

Customer expressly represents and warrants to Protifi that Customer is solely responsible for conducting all necessary testing and verification, including for fitness for the intended purpose, prior to the use of Protifi Products and/or Services, and that Customer will properly test and use Products and/or Services, as well as their associated materials or components, in accordance with the practices of a reasonable person who is an expert in the field, and in strict compliance with all applicable laws, regulatory requirements and generally accepted industry standards, now and hereinafter enacted.

Customer understands and agrees that Products and/or Services are intended for **laboratory research use only** (RUO). Customer agrees that Products and/or Services, their components and/or derivatives **shall not** to be used for any other purposes, ex vivo or in vivo or otherwise, including but not limited to: therapeutic or prophylactic purposes; any type of consumption by or application in humans and/or animals; diagnostic, clinical diagnostic or in vitro diagnostic purposes; to provide a diagnostic service, product or procedure; in foods, drugs, medical devices or cosmetics for humans or animals or for commercial purposes; or for intravenous, enteral feeding, implant or life support applications or any other applications wherein malfunctions could compromise or endanger the health, safety or life of a patient. Customer agrees that Products and/or Services are not intended, designed, manufactured, packaged or labeled for use as or as components in any kind of medical devices. Customer agrees not to use Protifi Products and/or Services for or in all such instances. Protifi does not assume any warranty or liability for such illicit uses.

Customer acknowledges that Products and/or Services have not been tested by Protifi for safety and efficacy in food, drug, medical device, cosmetic, commercial or any other use, unless otherwise stated in writing, and acknowledges that there may be hazards associated with the possession and use of the Products. Customer agrees to be responsible to understand and verify any potential hazards of Products, and to conduct any further research as necessary to fully understand potential hazards. Customer shall be responsible for

instructing and warning its employees and all other persons who may come into contact with Products of any such hazards or risks involved in using or handling Products. Customer also shall warn Customer's current and future Representatives, employees, agents, officers, associates, lab members, directors, owners, partners, principals, representatives, managers and any auxiliary personnel (such as freight handlers, etc.), as well as any other relevant persons. Customer realizes that, since Products are, unless otherwise stated, intended for research use only, they may not be on the Toxic Substances Control Act (TSCA) inventory. Customer shall assume responsibility to assure that the Products purchased from ProtiFi are approved for use under TSCA, if applicable.

ProtiFi does not guarantee any results that may be achieved through the use of Products and/or Services, and shall assume no liability whatsoever for the quality and validity of data, results or Results generated thereby. Should Customer transmit data generated with Products and/or Services to third parties, Customer shall indemnify ProtiFi against all claims asserted by third parties against ProtiFi directly or indirectly that arise out of the quality and validity of the data, results or Results. Protocols and instruction and information are provided as ProtiFi's recommendations based on its experience, testing and results, and are subject to change.

Directly or indirectly, Customer (a) shall itself not, and (b) shall not instruct, contract or ask others, in writing, orally or otherwise, to: (i) create derivative works of, or alter, modify or amend any ProtiFi Products and/or Services, or any part thereof; (ii) reverse engineer, decompile, decrypt, or otherwise disassemble, reverse compile or attempt to determine or gain access to the source code, underlying ideas, formulations, compositions, algorithms, structures, properties, constructions, material and/or chemical compositions and derivatizations, methods of manufacture, origin(s), operational modalities, designs, plans or organization of Products and/or Services and/or Intellectual Property, in whole or in part, and including component technologies thereof; (iii) duplicate, copy, recreate, create or attempt to create the same or similar Product(s) and/or Service(s) offered by ProtiFi; (iv) use Intellectual Property to construct, manufacture, make, fabricate, build or assemble similar Product(s) and/or Service(s) offered by ProtiFi; (v) use Products and/or Services, or copies or duplicates or derivatives or modifications or recreations thereof, for the purpose of offering, directly or indirectly, products and/or services that compete with any of ProtiFi's business, Products and/or Services; (vi) give, sell, resell, rent, lease, lend, (re)distribute, give, sublicense, relocate or in any way transfer the Products and/or Services or their components or derivatives or copies or recreations to another party, other than to Customer's own employees, collaborators, and researchers, on an as-needed basis in accordance with this Agreement for the sole purposes of Customer's internal research; (vii) use Products and/or Services or their components or materials or derivatives thereof, for any commercial purposes, explicitly including, and not limited to, resale of Products and/or Services or their components, whether or not Products and/or Services or their components are resold for use in research, without ProtiFi's prior written consent, except as otherwise set forth in this Agreement; and (viii) create or attempt to create patent workarounds, defined as anything of the foregoing which excludes, or circumvents, or replaces, one or more features or elements or steps in the claims of ProtiFi patents of Products and/or Services and/or Intellectual Property. Any use of Products and/or Services other than for internal research as detailed in this Agreement requires prior written permission from ProtiFi, except as otherwise set forth in this Agreement.

Customer agrees to comply with all export and re-export laws, regulations and restrictions of the Department of Commerce or other agency or authority of the United States and other applicable countries. Customer shall not use, sell, export, re-export, transfer, or authorize the transfer of, divert, or otherwise dispose of Products and/or Software (including other materials or goods or service or software derived from or based on the Products and/or Services) except as authorized by the laws of the jurisdiction in which they were obtained. In particular, but without limitation, the Products and/or Software shall not used, sold, exported, re-exported, transferred, diverted, or otherwise disposed of to a prohibited country, destination, entity, or person in violation of export laws, including if applicable export or re-export into any US-embargoed countries or to anyone on the US Treasury

Department's list of Specially Designated Nationals or the US Department of Commerce Denied Person's List or Entity List, or otherwise in violation of any such restrictions or regulations. Customer represents that Customer is not located in any country or on any list where the provision of Products and/or Software would violate applicable law. Customer also agrees not to use or enable use of them for any purposes prohibited by applicable law or export or re-export any Product and/or Software with knowledge that it will be used in the design, development, production or use of chemical, biological, nuclear or ballistic weapons. Laws and regulations change frequently; Customer agrees that it is Customer's responsibility to know the law pertaining to export/import procedures in the country of destination of Product and/or Software. Customer shall defend, indemnify and hold ProtiFi harmless against any liability (including attorneys' fees) arising out of Customer's failure to comply with these Conditions, Obligations, Restrictions and Limitations of Use.

Customer represents and warrants that: (i) it is familiar with and understands the terms of the U.S. Foreign Corrupt Practices Act of 1977 ("U.S. FCPA"), and that it shall comply with the U.S. FCPA and all other applicable anti-bribery or anti-corruption laws or regulations of any other country or jurisdiction that are applicable to the parties' business activities hereunder; (ii) no principal, partner, officer, director, or employee of Customer is or will become an official of any governmental body of any country or jurisdiction (other than the U.S.) that is applicable to the parties' business activities hereunder; and (iii) it has not and shall not offer, pay, give, or promise to pay or give, directly or indirectly (including through a third party or intermediary) any payment or gift of any money or thing of value to any government official, government employee (or employee of any company owned in part by a government), political party, political party official, or candidate for any government or political office (each, a "Government Official") to influence any acts or decisions of such Government Official or to induce such official to use his or her influence with the local government to effect or influence the decision of such government in order to assist either ProtiFi or Customer in its performance of their obligations under this Agreement or to benefit ProtiFi. Failure by Customer to comply with these Conditions, Obligations, Restrictions and Limitations of Use will be deemed a material breach of this Agreement and ProtiFi shall have the right to immediately terminate this Agreement and its performance thereunder without any liability to Customer.

Further information licensing ProtiFi intellectual property may be obtained by contacting the Business Development Department, ProtiFi LLC, PO Box 176 Fairport NY 14450, Email: info@ProtiFi.com. Customer acknowledges that Products may be subject to U.S. export control laws and regulations. Customer represents and warrants that it is the ultimate end-user of the Products.

Hosted Services

Customer shall provide ProtiFi with relevant information to enable ProtiFi to register and provide Customer with an account to access the Hosted Services and/or Software. ProtiFi will provide to Customer Access Credentials necessary for Customer and its Authorized Users to access and use the Hosted Services within three business days of receipt of payment for Services. Customer shall access and use the Hosted Services by means of the User Interface for Customer's internal research purposes using a Supported Web Browser and in accordance with Documentation and this Agreement. This Agreement is available at <https://protifi.com/pages/terms-and-conditions>. Documentation and protocols are available at <https://protifi.com/pages/protocols>. Additional information is available at Evaluations <https://protifi.com/pages/evaluations>, Testimonials <https://protifi.com/pages/testimonials>, Publications <https://protifi.com/pages/publications>, FAQ <https://protifi.com/pages/faq> and Posters <https://protifi.com/pages/posters>.

Customer shall provide, at Customer's own expense, any equipment and software that Customer may require to access the Hosted Services. Customer acknowledges and agrees that it may be necessary for Customer to obtain separate licenses from third parties for use of certain software in connection with Customer's analysis or use of the Software or Hosted Services hereunder, and that ProtiFi will not provide such license rights to Customer.

Customer may use Software and Hosted Services to (i) to upload Customer Data into the Hosted Services, (ii) to analyze Customer Data and to generate Results, (iii) to display, review and analyze the Results, (iv) to share the Results with other users of the Hosted Services, and (v) to export, publish and disclose the Results, all of (i)-(v) as provided for by the Hosted Services' standard functionality and in accordance with this Agreement and Documentation, for Customer's own commercial and non-commercial purposes.

Customer acknowledges and agrees that the Results generated from the use of ProtiFi Products and/or Software and/or Hosted Services are scientific hypotheses and are not intended to be statements of fact or truth, and that they are starting points for further experimental validation by Customer. Customer further understands that ProtiFi may add new features, upgrade or modify the Software and Hosted Services at any time.

Customer is solely responsible for its data and shall comply with all laws applicable to Customer's use of Products and/or Services, including without limitation, all local, state, and federal public records law and privacy and security laws. Customer shall not disclose to ProtiFi or upload to Hosted Service any information that Customer is prohibited from disclosing by any law or regulation or contractual obligation. Customer warrants and shall ensure that all uploaded Customer Data is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint. Customer warrants to ProtiFi that uploaded Customer Data does not infringe the intellectual property rights or other legal rights of any person or legal person and does not breach the provisions of any law, statute or regulation in any jurisdiction and under any applicable law. Customer represents and warrants that it has reviewed this Agreement carefully and has made its own, independent determination whether the levels of privacy, security and uptime set forth herein are sufficient for Customer's use of Products and/or Services. Customer acknowledges and agrees that Products and/or Services, including without limitation the degree of privacy and security provided by Hosted Service, may not comply with special privacy and security requirements relating to the processing, storage or transmission of sensitive information. Customer shall not use Hosted Services to process any information subject to the Health Insurance Portability and Accountability Act ("HIPAA") without prior written authorization of ProtiFi. Customer agrees that if Customer uses Hosted Service to process sensitive or private information, any such use is at Customer's own risk and ProtiFi shall have no liability to Customer or any third party arising out of or relating to such use.

Customer understands and agrees that ProtiFi will have the right and license to host, store, cache, access, process, analyze, display, distribute and transmit Customer Data solely for the purpose of processing Customer requests, transactions, and analyses, as requested and initiated by Customer. ProtiFi maintains security procedures with respect to access and storage of Customer Data. These procedures are intended to provide reasonably appropriate technical and organizational safeguards against unauthorized disclosure or access.

Customer shall not conduct or request that any other person conduct any load testing or penetration testing on Services or Hosted Services without the prior written consent of ProtiFi. Customer shall not use or access the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or impairment of the availability or accessibility of the Hosted Services. Customer agrees to not transmit or distribute malware, including viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or

deceptive nature. Customer shall implement and maintain reasonable security measures relating to the Access Credentials and shall not permit any unauthorized person or application to access or use the Hosted Services or Documentation, and shall ensure the same.

ProtiFi may from time to time suspend the Hosted Services for the purposes of scheduled maintenance and endeavors where practicable to give Customer prior notice of scheduled maintenance that will, or is likely to, affect the availability of the Hosted Services. ProtiFi endeavors to maintain constant availability of Hosted Services and does not guarantee 100% availability. Downtime of Hosted Services may be caused directly or indirectly by a force majeure event, fault or failure of the internet or public telecommunications network(s) or infrastructure, a fault or failure of ProtiFi's or Customer's computer systems or networks, a breach by a Customer of this Agreement, or scheduled maintenance, among other reasons, and ProtiFi shall not be liable for downtime of Software or Hosted Services. For the avoidance of doubt, Customer has no right to access any software code (including object code, intermediate code and source code) of the Hosted Services or Software at any point in time. ProtiFi may suspend Customer access to Products and/or Services and/or Hosted Services if any amount due to be paid by Customer to ProtiFi is overdue.

Hosted Services and Software are trade secrets of ProtiFi; competitors of ProtiFi are specifically prohibited from accessing or using the Hosted Services and Software in any way, on a trial basis or otherwise, to engage in comparative analysis. No part of the Hosted Services and Software may be used by competitors of ProtiFi to develop, design or market functionality, data or content similar to or competitive with the Hosted Services and Software.

Confidential Information

Customer shall maintain in confidence, not disclose to any third party, and not use, except for the specific purpose of performing under this Agreement, all Confidential Information furnished to it by ProtiFi in connection with this Agreement, as a result of discussions, negotiations, or other communications with ProtiFi in relation to the Products and/or Services, or derived from ProtiFi in performance of this Agreement, and shall return to ProtiFi or destroy, upon request, all copies then in Customer's possession of ProtiFi's Confidential Information. Customer shall inform its Representatives of these obligations and shall require them to assume equivalent obligations, and is liable for the acts and omissions of its Representatives with respect to ProtiFi's Confidential Information. As detailed below in Miscellaneous, Customer acknowledges that ProtiFi would not have any adequate remedy at law for the breach or threatened breach by Customer of any one or more of its obligations of this Agreement, and agrees that in the event of any such actual or potential breach, ProtiFi may, in addition to the other remedies that may be available, file a suit in equity to enjoin Customer therefrom. To the extent the parties have entered into a separate confidentiality agreement/non-disclosure agreement ("NDA") and there is a conflict between the NDA and this Agreement regarding Confidential Information and/or the disclosure of such information, the terms of the NDA will control.

Technical Assistance

At Customer's request, ProtiFi may, at ProtiFi's discretion, furnish technical assistance and information with respect to ProtiFi's Products and/or services. Such technical assistance may include responding to a reasonable number of questions about the functionalities and usage of Products and/or Services, helping to understand and read generated data, results or Results, and identifying and troubleshooting technical problems including bugs.

PROTIFI MAKES NO REPRESENTATIONS, WARRANTIES, INDEMNIFICATION OBLIGATIONS, CONDITIONS OR COVENANTS OF ANY KIND OR NATURE, EXPRESS, IMPLIED, STATUTORY, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE OR OTHERWISE, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY PROTIFI OR PROTIFI'S PERSONNEL, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUALITY, DURABILITY, RELIABILITY, USEFULNESS, AVAILABILITY, ACCURACY, TITLE OR NON-INFRINGEMENT. ANY SUGGESTIONS BY PROTIFI REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE PRODUCTS AND/OR SERVICES SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF PROTIFI.

No Warranty, Exclusion, Restrictions and Limitation of Liability

PRODUCTS AND/OR SERVICES ARE PROVIDED AS-IS. EXCEPT AS SET FORTH HEREIN AND SUBJECT TO APPLICABLE LAW, PROTIFI MAKES NO REPRESENTATIONS, WARRANTIES, INDEMNIFICATION OBLIGATIONS, CONDITIONS OR COVENANTS OF ANY KIND OR NATURE, EXPRESS, IMPLIED, STATUTORY, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE OR OTHERWISE, WITH RESPECT TO PRODUCTS AND/OR SERVICES OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUALITY, DURABILITY, RELIABILITY, USEFULNESS, AVAILABILITY, ACCURACY, TITLE OR NON-INFRINGEMENT. PROTIFI EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, INDEMNIFICATION OBLIGATIONS, CONDITIONS AND COVENANTS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ARISING OUT OF, OR RELATED TO, PRODUCTS AND/OR SERVICES, OR THEIR PERFORMANCE OR NONPERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER PROTIFI NOR ANY OF ITS SUPPLIERS WARRANT THAT PRODUCTS AND/OR SERVICES OR SOFTWARE OR HOSTED SERVICES, OR ANY PART THEREOF, WILL MEET CUSTOMER'S REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, AVAILABLE, SECURE OR ERROR-FREE, OR THAT ANY ERRORS WILL BE CORRECTED, OR REGARDING THE ACCURACY OR RELIABILITY OF ANY CONTENT OR ANALYSIS.

CUSTOMER HEREBY ACKNOWLEDGES THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND PROTIFI DOES NOT AND CANNOT GUARANTEE THAT CUSTOMER DATA OR OTHER INFORMATION CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. IN PARTICULAR, THE HOSTED SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION, INCLUDING CUSTOMER DATA, OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT PROTIFI DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE THE HOSTED SERVICES AND/OR CUSTOMER DATA. PROTIFI SHALL NOT BE RESPONSIBLE OR LIABLE FOR SUCH ACTIVITIES. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF CUSTOMER'S INFORMATION AND SYSTEMS.

LIMITATION OF LIABILITY: IN NO EVENT WILL PROTIFI HAVE ANY OBLIGATION OR LIABILITY FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, COMPENSATORY, SPECIAL, EXEMPLARY, MULTIPLE, OR CONSEQUENTIAL DAMAGES OR LIABILITIES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR PROTIFI PRODUCTS AND/OR SERVICES, OR THE FURNISHING, PERFORMANCE OR USE OR INABILITY TO USE PROTIFI PRODUCTS AND/OR SERVICES, OR RELATED MATTERS HEREUNDER (INCLUDING DAMAGES TO BUSINESS, PROPERTY DAMAGE, BUSINESS INTERRUPTION, DOWNTIME, PLANT SHUTDOWN, LOSS OF USE OR LOSS OF WORK IN PROGRESS; COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY OR SERVICES OR EQUIPMENT OR FACILITIES; LOSS OF INFORMATION OR DATA; PECUNIARY LOSS, LOSS OF REVENUE OR OPPORTUNITIES OR PROFITS OR BUSINESS OR USE OR PRODUCTIVITY OR GOODWILL, LOST SAVINGS; COST OF CAPITAL, RECALL, COVER, ADVERTISING, PROMOTION, SALES, WAREHOUSING, TRANSPORTATION OR ADMINISTRATION; ANY LOSS OCCURRING FROM INFRINGEMENT OF PATENT OR OTHER IP RIGHTS; DAMAGES FOR (PERSONAL) INJURY OR DEATH; LIABILITIES OR DAMAGES OR COSTS RELATING TO THE TERMINATION OF EMPLOYEES OR AGENTS, OR RELATING TO ANY LABOR; LOSS OF PRODUCTS OR SERVICES OF CUSTOMER, OR ANY LIABILITY OF CUSTOMER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS; OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED FOR ANY REASON), WHETHER BASED ON CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF STATUTORY DUTY OR ANY OTHER THEORY OR FORM OF ACTION SUCH AS AND NOT LIMITED TO BREACH OF WARRANTY, BREACH OF CONTRACT, REPUDIATION OF CONTRACT, TERMINATION, NEGLIGENCE, OR OTHERWISE, AND REGARDLESS OF WHETHER PROTIFI HAS BEEN ADVISED OF THE POSSIBILITY THEREOF AND WHETHER OR NOT SUCH DAMAGES ARE REASONABLY FORESEEABLE. NOTHING IN THIS CLAUSE SHALL LIMIT OR EXCLUDE LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

Customer shall indemnify, defend, and hold harmless each of ProtiFi and its Representatives (each, a "Customer-Indemnified Party") from and against, and in respect of, any and all actions, claims, proceedings, causes of action, suits, judgments, damages, liabilities, losses, settlement payments, demands, fines, penalties, costs, and expenses (including and not limited to attorney's fees and legal fees) of every kind whatsoever (collectively, "Damages") arising out of, from, or in connection with any: (i) Customer's use of Products and/or Services; ii) any breach or violation of any provision of this Agreement and its representations and warranties and terms; iii) defects in Products and/or Services, and/or material defects (as defined below); (iv) patent, copyright, or trademark infringement, or violation of any other proprietary right, arising out of the use of any Product and/or Service, or any specifications, data or content furnished by Customer; (v) personal injury, wrongful death, or property damage arising out of or relating to (a) ProtiFi and its Representatives, or (b) Customer's receipt, handling, storage, possession, transportation, disposal, purchase, resale, incorporation into another product or any use of any Product (whether used singly or in combination with other products, and whether prohibited by this Agreement or not); (vi) act or omission, negligence, recklessness or willful misconduct by Customer or any of its Representatives; (vii) noncompliance with any applicable law or regulation; and (viii) failure by Customer or its Representatives to comply with applicable law; provided, that this will not obligate Customer to indemnify any Customer-Indemnified Party to the extent such Damages are directly attributable to, and directly caused by, the negligence of a Customer-Indemnified Party. Customer may not settle any such claim against a Customer-Indemnified Party without the prior written consent of such Customer-Indemnified Party. If Customer elects not to assume such defense, the Customer-Indemnified Party may elect to do so and Customer shall pay all costs and expenses of counsel selected by such Customer-Indemnified Party in connection with such defense. Any legal counsel appointed by Customer to defend such a claim must be experienced in the type of litigation involved and must be reasonably satisfactory to the Customer-Indemnified Party. Customer and each Customer-Indemnified Party shall cooperate fully in connection with all matters related to the defense of any such claim. ProtiFi shall not in any case be liable for any damages or claims or liabilities that arise due to Customer's use or misuse or inability to use Products and/or Services, and/or publication, processing, storage or transmission of any information in violation of any law.

ProtiFi's entire liability (including its contractors and agents), if any, for any damages relating to this Agreement, or any cancellation, modification or rejection of any order, or any Product or Service, without exception, is limited to reimbursement of Customer's purchase price of the Products and/or Services delivered or provided (if any, and the maximum being the lesser of the amount paid by Customer and the suggested retail price as listed by ProtiFi) in respect to which such damages might arise, in no event to exceed \$US10,000 per customer per calendar year, in exchange for the return of the Products and/or Services, their components, their derivatives and all protocols, usage instructions, papers and

manuals, and all materials that constitute a transfer of limited use license from Customer back to ProtiFi. All claims by Customer must be brought within one (1) month of receipt of Products and/or Services, regardless of their nature.

ProtiFi reserves the right to make changes in design, production, manufacture, or characteristics of Products and/or Services or to improve Products and/or Services at any time and in any way, without incurring any obligations to replace or modify any Products previously sold. Deviations from the product specification that impair the use of fitness of Products (hereafter referred to as “material defects”) may be present. Should Customer encounter a material defect, it shall immediately notify ProtiFi in writing, specifying how the material defect manifests itself, what effect it has and under what circumstances it occurs by emailing info@protifi.com. Having received notification of the material defect and having established that a material defect actually exists, ProtiFi may, at its sole option and discretion, remedy such material defect.

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This document might contain references to third-party sources of information, hardware or software, Products and/or Services and/or third-party websites (collectively the “Third-Party Information”). ProtiFi does not control, and is not responsible for, any Third-Party Information, including, without limitation the content, accuracy, copyright compliance, status of patent infringement, compatibility, performance, trustworthiness, legality, decency, links, or any other aspect of Third-Party Information. The inclusion of Third-Party Information in this document does not imply endorsement by ProtiFi of the Third-Party Information or the third party in any way. ProtiFi does not in any way guarantee or represent that satisfactory results will be obtained by using ProtiFi Products and/or Services, or that any results at all will be achieved. Information and protocols provided by ProtiFi are recommendations based on its use and experience. Customer assumes all risk in connection with its use of ProtiFi Products and/or Services.

Force Majeure

Without liability, fault or negligence, ProtiFi may delay, reduce or cancel orders or deliveries or access of Products and/or Services if it is hindered, delayed or prevented through circumstances beyond its reasonable control including, but not limited to, acts of God, failures of the internet or public telecommunications networks, infrastructure failures (of power, telecommunications, data transmission, water, sewer, dams, gas distribution, etc.), hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, industrial disputes affecting any third party, changes to the law, embargo or other governmental act, regulation or requests affecting the conduct of ProtiFi’s business, disasters, epidemics, pandemics, explosions, fires, riots, terrorist attacks, wars or acts of war, employment disputes or strikes or other labor difficulties (including those involving its own employees), accidents, shortages of operating resources, breakdown of plant or machinery, shortages of raw materials, transport problems or shortages or delays, or governmental action or inaction, landslides and other mass- movement hazards (rock falls, avalanches, etc.), drought, hurricanes, typhoons and other cyclones, monsoons, tornadoes, hailstorms, frost, extreme heat or cold, meteor(oid) explosions or strikes, sandstorms, wildfires, thunderstorms, fog, floods, storms, earthquakes, windstorms, hurricanes, lightning, volcanic activity, tsunamis, adverse weather conditions and other natural events, transportation breakdowns, accidents and disasters, economic failure, insurrections, revolts, demonstrations, strikes, famine, theft, vandalism, or inability to obtain necessary labor, fuel, materials, supplies or power at current prices.

Ownership

Customer shall retain title to all intellectual property rights that it may have in the Customer Data and/or Results. In particular, for the avoidance of doubt, the Parties agree that discoveries made by Customer within its Data and/or Results while using Products and/or Services are fully owned by Customer, and shall not be considered to be intellectual property of ProtiFi. Customer acknowledges and agrees that it shall itself be responsible for and assume the risk of the accuracy, integrity and legality of Customer Data and/or Results, and of the means by which Customer acquires, uploads, transmits and processes Customer Data and/or Results.

As described herein, Customer has a limited license to use ordered Products and/or Services containing ProtiFi Intellectual Property subject to the use restrictions described herein. Customer acknowledges that the Products and/or Services provided to Customer embody Intellectual Property of significant value to ProtiFi, its licensees and licensors, and that such Intellectual Property and/or Products and/or Services are protected by the laws of patents, copyrights, trade secrets, and other laws and forms of protection. Customer recognizes the great value of the goodwill associated with ProtiFi’s Intellectual Property, Products and Services, and hereby acknowledges and agrees that the Intellectual Property, Products and Services and all of the rights therein and the goodwill pertaining thereto belong exclusively to ProtiFi, and that the Intellectual Property, Products and Services have acquired secondary meaning and value in the minds of the consuming public. Customer acknowledges and agrees that neither this Agreement nor the purchase of Products and/or Services by Customer shall be construed as a transfer of any title or the grant of any rights in and to the Intellectual Property embodied in the Products and/or Services owned, developed or licensed by ProtiFi.

ProtiFi has no knowledge that the use or sale of the Products and/or Services delivered, themselves or in combination with other Products and/or Services, or in the operation of any process, under this agreement is infringement of any patent claims covering the product and services in any country. ProtiFi does not warrant that the use or sale of its Products and/or Services, themselves or in combination with other Products and/or Services, or in the operation of any process, under this agreement will not infringe on any patent claims covering the product and services in any country.

User Comments and Feedback

If and to the extent ProtiFi receives, directly or indirectly, whether online, by email, by postal mail, orally, in presentations, or otherwise, from Customer, or if Customer makes or communicates or shares or presents or develops any (i) suggestions, improvements, comments, ideas, know how, feedback, error identifications, creative ideas, proposals, plans, protocols, inventions, schematics, designs, compositions, workflows or other information, or anything similar, of or related to ProtiFi Products and/or Services and/or Intellectual Property; and/or any (ii) derivatives, improvements, alterations, modifications, amendments, duplications, copies, recreations, patent workarounds or similar or related, of or related to any ProtiFi Products, Services or Intellectual Property, whether or not in direct or indirect connection with Customer’s testing, evaluation and/or use of ProtiFi Products and/or Services and/or Intellectual Property (collectively, “Feedback”), Customer hereby acknowledges and agrees that all such Feedback shall be ProtiFi’s sole and exclusive property, and Customer irrevocably assigns to ProtiFi all its rights, title and interests in and to all such Feedback, and in the event any such Feedback can not be assigned to ProtiFi for any reason, Customer hereby grants to ProtiFi a fully paid-up, irrevocable, perpetual, transferable, sublicensable, worldwide, exclusive license to such Feedback. Without limitation, ProtiFi will have the right to: (i) use and exploit such Feedback, including and not limited to using Feedback to modify or improve any of ProtiFi Products and/or Services, or develop new Products and/or Services and/or Intellectual Property and (ii) use, copy, edit, publish, distribute, translate, prepare derivative works of, display, make, sell and otherwise make and distribute any Products and/or Services incorporating or utilizing such Feedback. ProtiFi is not and shall not be under any obligation (i) to maintain any Feedback in confidence; (ii) to pay or provide any kind of compensation for any Feedback; or (iii) to respond to any Feedback.

Orders, product form, returns

Orders arising hereunder, including quantities and/or prices and other parameters of orders submitted by ordering online, by email, phone or otherwise, may be changed or amended only by written agreement signed by both Customer and ProtiFi, setting forth the particular changes to be made and the effect, if any, of such changes on the price and time of delivery. Customer may not cancel this order unless such cancellation is expressly agreed to in writing by ProtiFi. In such event, ProtiFi will advise Customer of the total charge for such cancellation, and Customer agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on ProtiFi by its suppliers, and any other cost resulting from cancellation of this order by Customer which is permitted by ProtiFi. Certification of such costs by ProtiFi’s accountants shall be conclusive on the Parties hereto. Customer acknowledges and agrees that ProtiFi may fill Customer’s order with any number of units of Products. Such units may be more units than Customer ordered. Customer will not be charged extra for any adjustments made by ProtiFi. In the event that activity is significantly different between lots, ProtiFi reserves the right to fill the order with that number of units which is sufficient to fill Customer’s order and such adjustments shall constitute a fulfilled order. If, at any time, in ProtiFi’s opinion, there is a shortage of supply of Products for any reason, then ProtiFi may allocate its inventory with no liability on ProtiFi’s part for failure to deliver the quantity or any portion thereof specified on any order, and Customer waives any right to assert a claim against ProtiFi in that regard. Products may not be returned for credit except with ProtiFi’s permission, and then only in strict compliance with ProtiFi’s return shipment instructions. Any returned items may be subject to a 50% processing fee and must be returned within 90 days of purchase.

Delivery, claims, delays

All sales are EXW from ProtiFi’s shipping point unless otherwise noted. If shipping and handling charges are quoted or invoiced, they will include charges in addition to actual freight costs. Delivery of the Products to the carrier at ProtiFi’s shipping point shall constitute delivery to Customer and Customer shall bear all risk of loss or damage in transit. The general method of shipment for each item is provided on ProtiFi’s website. However, ProtiFi reserves the right, in its discretion, to determine the exact method of shipment. ProtiFi reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of Customer’s obligations to accept remaining deliveries. Immediately upon Customer’s receipt of any Products shipped hereunder, Customer shall inspect the same and shall notify ProtiFi in writing of any claims for shortages, defects or damages and shall hold the Products for ProtiFi’s written instructions concerning disposition. If Customer shall fail to so notify ProtiFi within five days after Customer has received the Products, such Products shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by Customer. ProtiFi shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause including, without limitation, unsuccessful experiments or research, act of Customer or force majeure events as defined in this Agreement.

Payment

In consideration for ProtiFi Products and/or Services, Customer shall pay ProtiFi the fees set forth in the applicable purchase order (if any). Terms of sale are net 30 days of date of invoice, unless otherwise stated. If the financial condition of Customer results in the insecurity of ProtiFi, in its sole and unfettered discretion, as to the ultimate collectability of the purchase price, ProtiFi may, without notice to Customer, delay or postpone the delivery of the products; and ProtiFi, at its option, is authorized to change the terms of payment to payment in full or in part, in advance of shipment of the entire undelivered balance of said products. In the event of default by Customer in the payment of the purchase price or otherwise, of this or any other order, ProtiFi, at its option, without prejudice to any other of ProtiFi's lawful remedies, may defer delivery or cancel the order, or sell any undelivered products on hand for the account of Customer and apply such proceeds as a credit, without set-off or deduction of any kind, against the contract purchase price, and Customer agrees to pay the balance then due to ProtiFi on demand. Customer agrees to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by Customer in any of the terms hereof. If payment is not made when due, ProtiFi is entitled to charge at any time from the invoice date interest of 1.5% per month (18% per year) on the amount outstanding. In addition, Customer shall pay ProtiFi collection expenses in the amount of US\$40.00 for the first and any subsequent payment reminder. ProtiFi also reserves the right to claim from Customer compensation for any further damages including but not limited to collection agency or legal fees. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between ProtiFi and Customer shall be paid by Customer in addition to the prices quoted or invoiced. In the event ProtiFi is required to pay any such tax, fee or charge, Customer shall reimburse ProtiFi therefore; or, in lieu of such payment, Customer shall provide ProtiFi at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge. Product prices are in US dollars unless otherwise stated and are subject to change. Shipment will be made promptly even if prices have been nominally increased. Price reductions will be automatically applied to invoices.

If Customer fails to pay the total sum due hereunder within sixty (60) days of shipment, then, in addition to the remedies afford to ProtiFi above, ProtiFi hereby reserves and Customer hereby grants a purchase money security interest or other applicable security interest in the Products sold hereunder and the proceeds thereof. In the event of default by Customer of any of its obligations to ProtiFi, ProtiFi shall have the right to repossess the Products sold hereunder without liability to Customer. Customer hereby authorizes ProtiFi to file one or more financing statements signed only by ProtiFi without Customer's signature and to use a copy of this Agreement as an exhibit to any financing statement. Customer also authorizes ProtiFi to execute, on Customer's behalf, financing statements and such other instruments necessary to perfect or maintain ProtiFi's security interest in such Products. ProtiFi is entitled to all applicable rights and remedies of a security party under applicable law.

Compliance with laws, regulations

ProtiFi certifies that to the best of its knowledge its Products and Services are produced in compliance with applicable requirements of the Fair Labor Standards Act, as amended, and the Occupational Safety and Health Standards Act of 1970 and regulations, rules and orders issued pursuant thereto.

Notices

All notices or other communications required or permitted to be given under or in connection with this Agreement shall be in writing and in English, and shall be deemed to have been given and received (i) when personally delivered, or delivered by same-day courier; or (ii) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (iii) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (iv) when sent by email or facsimile and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated facsimile or email confirmation of delivery or read receipt shall not constitute such confirmation; and, in any case addressed to either Party, and in the case of the Company, to the CEO, at its normal business or residential address, which address may be updated by either Party in writing from time to time. Notices to ProtiFi shall be communicated to ProtiFi LLC, PO Box 176 Fairport NY 14450, or via email to info@ProtiFi.com. Any notice to be given hereunder shall be given prior to the expiry of a term or deadline set forth in this Agreement or by applicable law.

Trademarks

Tryp-N, S-Trap, S-Trap Turbo, Si-Trap, SimpliFi and ProtiFi and their respective logos (including and not limited to "Bringing precision omics to life," "Innovative omics solutions") are trademarks of ProtiFi LLC and may not be used without the express written permission of ProtiFi. All other brands, product names, company names, trademarks, and service marks are the properties of their respective owners.

Miscellaneous

This Agreement is made pursuant to, and shall be construed and interpreted and enforced exclusively in accordance with, the substantive laws of the State of New York (and U.S. federal law, to the extent applicable) without giving effect to otherwise applicable principles of conflicts of law. Any lawsuit arising from or related to this Agreement shall be brought exclusively before the applicable state or federal court of New York State in ProtiFi's choice of court, should such choice be possible, and each Party hereby irrevocably attorns, submits and consents to the jurisdiction of any such court. The Parties hereby expressly exclude the application of The United Nations Convention on Contracts for the International Sale of Goods to this Agreement, including Article 35(2) thereof. EACH PARTY HERETO EXPRESSLY AND IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY TRANSACTION CONTEMPLATED IN ANY SUCH DOCUMENTS. CUSTOMER AND PROTIFI EACH ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY. CUSTOMER EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE NOW OR LATER TO THE VENUE OR JURISDICTION OF ANY ACTION, INCLUDING BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, FORUM NON-CONVENIENS, OR SIMILAR GROUNDS. ANY ACTION OR CLAIM BY CUSTOMER ARISING UNDER THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) MONTH FROM THE DATE THAT THE CAUSE OF ACTION AROSE.

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective successors and permitted assigns, designees, transferees, heirs, controlling persons, officers, representatives, directors, owners, agents, executors, legatees, and administrators. Provided, however, Customer shall not transfer, assign or delegate its rights or obligations under this Agreement or any portion thereof without the prior written consent of ProtiFi, which may be withheld in ProtiFi's sole discretion. To the extent that ProtiFi approves of any assignment, Customer shall cause each such assignee to be bound in writing by this Agreement, which may be deemed applicable thereto and Customer shall deliver to ProtiFi the written agreement of any such assignee to be so bound. Customer and such assignee shall be jointly and severally responsible for compliance with this Agreement. ProtiFi may, without notice, assign this Agreement, in whole or in part, to any of its affiliates or in connection with the transfer or sale of all or substantially all of ProtiFi's business related to this Agreement. Further, ProtiFi will have the right, without the prior approval of Customer, to appoint contractor(s) or agent(s) to perform certain services hereunder. No assignment or delegation relieves the assigning or delegating party of its obligations which arose prior to the effective date of the permitted assignment. Any purported assignment in violation of these terms shall be void and of no effect.

In the event of any ambiguity or conflict between this Agreement and other related agreement(s), the terms and provisions of this Agreement shall control and supersede any such inconsistency, conflict or ambiguity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by or invalid under applicable law, or be held, considered or become invalid, unlawful, void or otherwise unenforceable, then such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting the validity and enforceability of the remainder of such provision, or the remaining provisions of this Agreement. Both Parties agree to replace the invalid provision with a valid provision that most closely approximates to the commercial objective(s) of this Agreement. The Parties recognize that the provisions herein are reasonable and properly required for the adequate protection of ProtiFi. No failure, waiver or delay in exercising any right, term, provision, remedy or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, at any time, shall operate or be construed as a waiver thereof, continuing or otherwise, nor shall any single or partial exercise of any right, term, provision, remedy or condition prevent any further exercise thereof, or the exercise of any other right or remedy. ProtiFi's failure to strictly enforce any right, term, provision, remedy or condition of this Agreement or to exercise any right arising hereunder shall not constitute a waiver of ProtiFi's right to strictly enforce such terms and/or conditions or exercise such right thereafter. No waiver of any kind shall be effective unless it is in a writing and signed by the Party against whom the waiver sought to be enforced. Notwithstanding anything contained in this Agreement to the contrary, the Parties acknowledge and agree that a breach or threatened breach by Customer of any of this Agreement's representations, warranties, covenants, agreements, terms, provisions, obligations or undertakings hereunder will cause ProtiFi irreparable damage and harms by vitiating the intent and purpose of the transactions and obligations contemplated hereby. Accordingly, Customer acknowledges and agrees, without requisite to show or prove any actual damage(s), that the remedy at law for such a breach or threatened breach or proposed breach hereunder will be inadequate, and agrees that ProtiFi will be entitled to: (i) immediate injunctive relief and/or other appropriate equitable relief, including and not limited to the right to enjoin, and relief to restrain or limit any such breach or threatened breach, including and not limited to removal of breaching material(s) and all other available remedies to stop or prevent any such irreparable harm, loss or dilution; (ii) recover all damages including and not limited to all lost profits, all lost future profits, damage(s) to reputation, business and goodwill, and any other damages or losses, including and not limited to incidental or consequential losses; (iii) specific performance of its rights under this Agreement; (iv) all profits, compensation, remuneration, monies, accruals, increments and other benefits arising or derived or received as the result of such breach, an accounting thereof and punitive damages therefor; and (v) other remedies that may be available to it. These rights and remedies shall be cumulative and nonexclusive and in addition to, and not in lieu of, any other rights and remedies available to ProtiFi under law or in equity. Customer waives, to the extent permitted by law, the requirement that ProtiFi post bond prior to entry of an injunction and also waives in such injunction proceeding the defense that ProtiFi has an adequate remedy at law. Customer consents to the jurisdiction of the applicable municipal, county, state, federal and/or national courts where the injunction and/or equitable relief is sought to be enforced. In addition to any other relief to which it may be awarded or entitled, ProtiFi shall be entitled to all costs and expenses (including legal fees and related fees) of every kind whatsoever incurred by ProtiFi in any dispute, controversy, claim or action arising out of or relating to this Agreement, or litigation or other action taken to enforce this Agreement, its terms and obligations. The right to collect such damages, fees and expenses shall survive any termination of this Agreement. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW OR AS OTHERWISE MAY BE PROVIDED IN THIS AGREEMENT, CUSTOMER VOLUNTARILY AND KNOWINGLY WAIVES ANY CLAIM FOR COMPENSATION, DAMAGES OR PENALTIES, INCLUDING ANY RIGHTS IT MAY HAVE UNDER APPLICABLE LAW AS A RESULT OF THE TERMINATION OF THIS AGREEMENT. EXCEPT AS OTHERWISE MAY BE PROVIDED IN THIS

AGREEMENT, ALL SUCH REMEDIES OF CUSTOMER OTHERWISE AVAILABLE AT COMMON LAW, IN EQUITY OR BY STATUTE ARE EXPRESSLY EXCLUDED. In consenting to this Agreement, Customer represents and warrants that it: (i) has full right, power and authority to enter into this Agreement, and is authorized to enter into this Agreement; (ii) consents to be bound by, and become a party to, this Agreement and its enforcement, and the person executing this Agreement on behalf of Customer is authorized to do so; (iii) has, or has obtained as the case may be, all appropriate consents or permissions to perform its obligations under this Agreement, and to disclose any information or data to ProtiFi; (iv) is not, by entering into this agreement, violating or in violation of the terms or conditions of any contract or other agreement to which it may be a party; (v) owns all right, title, and interest in and to, or has full and sufficient right and authority and facilities to use all Products and/or Services, and related materials and components, in the manner contemplated by this Agreement; (v) understands and agrees that the Products and Services provided by ProtiFi are intended for purchase and use by persons or entities acting in a professional, business, or trade capacity (each, a “Commercial Customer”), and are not intended for purchase or use by consumers for personal, family, or household purposes, and that by ordering Products and/or Services, and Customer represents and warrants that it is a Commercial Customer engaging in a commercial transaction; (vi) understands and agrees that ProtiFi is not a contract manufacturer, as defined in the U.S. Food, Drug & Cosmetic Act, 21 USC Chapter 9 or other applicable law, unless otherwise agreed to in an executed and delivered writing signed by an officer of ProtiFi; (vii) shall comply with all applicable law (including permitting, registration and licensing requirements) related to its performance hereunder and in the receipt, handling, storage, possession, transport, disposal, purchase, resale, or use of any Product and/or Service; and (viii) has provided true and correct information to ProtiFi. If Customer does not agree to, or cannot comply with, all of the terms of this Agreement, Customer cannot order and shall not access or use Products and/or Services.

Any provision or term of this Agreement which, either expressly or by its terms, is intended to survive termination of this Agreement, shall remain in full force and effect following any termination of this Agreement. This Agreement is not intended to and will not be construed to give any third party any interest or rights (including any third party beneficiary rights) with respect to or in connection with the subject matter of this Agreement, except as otherwise expressly provided for in this Agreement. Neither Party nor its employees, permitted contractors, or agents will, under any circumstances, be considered to be an agent, partner, joint venturer, franchisee/franchisor, employee or representative of the other Party, or anything other than an independent contractor for all purposes of this Agreement, and except as may be authorized specifically in writing, neither Party has express or implied authority to bind the other or pledge the credit of the other in any manner whatsoever by virtue of this Agreement. Further, neither Party is not granted any right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the other in any manner whatsoever. The paragraph headings herein are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. It is the express intent that this Agreement be written in English, and that only the English version of this Agreement bind the parties. All communications and proceedings, judicial or otherwise, of any kind related to this Agreement shall be in the English language. Any translation of this Agreement into another language shall be for information purposes only. Other than as expressly set forth in this Agreement, no person other than the Parties shall have any rights or benefits under this Agreement, and nothing in this Agreement is intended to confer on any person other than the Parties any rights, benefits or remedies. The foregoing is the Agreement by which Customer may access and use ProtiFi Products and/or Services, which Customer may assent to by clicking the check box on the website indicating “I agree to the Terms and Conditions”, by agreeing to this Agreement via email, or by other written means.

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