

GenomeQuest Exhibit

The additional terms and conditions set forth in this Exhibit shall apply to any GenomeQuest SaaS Subscription by Customer under the Agreement.

1. Additional Definitions.

- a. “**Database Content**” means the databases of text, sequence records and related information exported or downloaded from the SaaS Subscription.
- b. “**Exports**” means the result sets, databases, sequence records or related information exported or downloaded from the SaaS Subscription.
- c. “**Formatted Reports**” means tangible or electronic documents, including Word, Excel, Plain Text, or PDF files, in a static format that contain the results of queries made in Database Content during the Subscription Term.
- d. “**IP Nucleotide Databases**” means the GQ-Pat Sapphire Nucleotide, GQ-Pat GoldPlus Nucleotide, GQ-Pat Platinum Nucleotide and Geneseq Nucleotide databases.
- e. “**IP Protein Databases**” means the GQ-Pat Sapphire Protein, GQ-Pat GoldPlus Protein, GQ-Pat Platinum Protein and Geneseq Protein databases.
- f. “**Sequence Search**” shall mean the count of each sequence successfully searched against (i) all or a subset of the IP Nucleotide Databases or (ii) all or a subset of the IP Protein Databases, including redo searches and search alerts.
- g. “**SaaS Subscription**” shall include Database Content.

2. License Types.

- a. Customer’s access to the SaaS Subscription is limited to the number and type(s) of users, databases, transactions, operations or other license types specified in the Order Form and shall be used in accordance with the applicable terms for each license type set forth in this Section 2.
- b. Commercial Providers – authorizes Customer and Affiliates to access and use the Service for their own internal business operations.
- c. Authorized Services Provider – authorizes Customer to access and use the SaaS Subscription on behalf of specific clients for internal business operations of such specific clients.

3. Additional Terms; Restrictions.

- a. The content of Formatted Reports may not be edited or aggregated for searching or analysis, nor may it be stored in formats commonly used for such purposes including, without limitation, XML, EMBL, SQL, and databases produced by Licensor’s systems.
- b. For the purpose of clarity, search results containing any Database Content from the SaaS Subscription is *not* considered Customer Data.
- c. All right, title and interest, including all Intellectual Property Rights in and to the Database Content and search results provided under the SaaS Subscription are owned by Licensor or its suppliers, as applicable.
- d. Export and report generation of Database Content records for edit, storage and retrieval in Customer and/or third party applications and/or database systems

(collectively, the “**Content Exports**”) is not allowed unless expressly permitted by the applicable Order Form. If Content Exports are permitted by an Order Form, Customer may distribute those Content Exports provided the Content Exports are only distributed to or made accessible by the Users. Notwithstanding the foregoing, during the Subscription Term, Formatted Reports that contain less than 5,000 records of processed licensed Database Content may, however, be used, and, in this case edited, by employees, contractors, agents and/or collaborators of Customer and/or employees of Affiliates authorized by Customer to use such Formatted Reports who are not Users.

e. Only successful searches are counted; failed or cancelled searches are not counted.

4. **Acknowledgements by Customer.**

Customer acknowledges and agrees that (a) Licensor does not warrant in any way the contents, topicality and accuracy of information, output, timeliness and results obtained by the use of the SaaS Subscription; (b) the SaaS Subscription is inherently complex and Customer possesses the requisite technical expertise to evaluate any information, output and results obtained from the use of the SaaS Subscription and the assumptions underlying the same; (c) Customer shall bear sole responsibility for the selection of the SaaS Subscription and for determining that the SaaS Subscription is appropriate for use in connection with the operation of Customer’s business; and (d) the SaaS Subscription is designed to be used solely for research purposes and may not be used in connection with the diagnosis or treatment of diseases or other conditions.