



## StratoMineR Free Trial Subscription Terms & Conditions

These Terms & Conditions constitute an End User Subscription Agreement (the "**Agreement**") and is made on the date of registration for a trial subscription, (the "**Effective Date**") between;

### **PARTIES:**

1. **CORE LIFE ANALYTICS B.V.**, having its address at Padualaan 8, 3584 CH Utrecht, the Netherlands, legally represented by Dr. David A Egan, CEO (hereinafter referred to as "**CLA**" or the "**Service Provider**");

and

2. The individual, (hereinafter referred to as the "**Subscriber**"), who has registered for a 30-day trial subscription to a web-based software service provide by the Service Provider.

Service Provider and Subscriber jointly referred to as the "Parties" and individually as a "Party".

### **WHEREAS:**

1. The Service Provider owns the StratoMineR software (as defined below), which is available as a web-based service;
2. Subscriber wishes to acquire a subscription for web-based access and use of the StratoMineR Software in order to evaluate it for use for cell screening purposes.
3. Service Provider is willing to grant such a subscription and user rights to the Subscriber;

### **Have agreed as follows:**

#### **Article 1 - Definitions**

The following capitalized terms shall, for purposes of this Agreement, have the meanings set forth below:

1. "StratoMineR": the current version of the StratoMineR web-based data analysis software as designed and developed by the Service Provider.
2. "Territory": The country in which the Subscriber resides.
3. "Field": Pre-clinical pharmaceutical research
4. "Site Locations": The location at which the Subscriber accesses StratoMineR
5. "Authorized Users": the Subscriber, at the Site Locations, who has been mutually authorized as a legitimate user with own login credentials by the Parties.

6. "Subscriber Data": data generated from HCS experiments by the Authorized User at the Site Locations.
7. "Intellectual Property Rights": Any foreground or background intellectual property rights relating to any data that is analyzed using the StratoMineR Tool.
8. "Confidential Information" means all material, data and information, tangible or intangible, whether in written, graphic, verbal or electronic form, developed by or disclosed or made available by the Disclosing Party to the Receiving Party, its employees or representatives under this Agreement. Confidential Information shall include, without limitation, the terms of this Agreement, trade secrets, know-how, inventions, technical data or specifications, chemical structures, testing methods, business or financial information, research and development activities, product and marketing plans, (pre-) (clinical) development plans and customer and supplier information, including, but not limited to, such information that becomes known to the Receiving Party during visits to the facilities of the Disclosing Party or the Disclosing Party's wholly owned subsidiaries. For clarification, all Subscriber Data and all information relating thereto shall be Confidential Information of the Disclosing Party. Notwithstanding the above, Confidential Information shall not include any information that the Receiving Party can show based on written evidence:
  - (a) was already known to the Receiving Party without any obligations of confidentiality prior to receipt from Disclosing Party;
  - (b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to Receiving Party;
  - (c) became generally available to the public or otherwise part of the public domain after its disclosure, other than through any act or omission of the Receiving Party in breach of any obligation of confidentiality;
  - (d) was disclosed to the Receiving Party, other than under an obligation of confidentiality, by a third party who had no obligation not to disclose such information to others; or
  - (e) was independently discovered or developed by the Receiving Party without the use of Confidential Information.Confidential Information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components, or combinations thereof are now, or become, known to the public.
9. "Disclosing Party" means the Subscriber.
10. "Receiving Party" means the Service Provider.

## **Article 2 – Grant of Rights**

1. Subject to the terms and conditions of this Agreement, Service Provider grants to Subscriber a non-exclusive, non-transferable subscription for web-based access to and use of StratoMineR within the Field and Territory for one Authorized User.
2. The Service Provider shall provide the Subscriber with login details for the Account for the Authorized Users promptly upon registration for the trial subscription.

3. The Subscriber hereby grants to Service Provider a non-exclusive license to temporarily store the Subscriber Data to the extent reasonably required for the performance of the Service Provider's obligations and the exercise of the Service Provider's rights under this Agreement and subject to Article 8 below.

### **Article 3 – Subscriber Data**

1. The Subscriber warrants to the Service Provider that access to Subscriber Data, or the use of Subscriber Data by Service Provider in accordance with the terms of this Agreement, and for the sole purpose of enabling access to and use of StratoMineR, will not breach the provisions of any law, statute or regulation, or infringe the Intellectual Property Rights or other legal rights of any person.
2. The Service Provider shall create a back-up copy of Subscriber Data daily, shall ensure that each such copy is sufficient to enable Subscriber to restore the hosted services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a maximum period of 30 days.

### **Article 4 – Service & Support**

1. The Service Provider will provide access StratoMineR at <https://cla.stratominer.com>. The technical specifications of the deployment are outlined in Appendix I.

### **Article 6 – No warranties and indemnification; Intellectual Property Claims**

1. Service Provider will provide this subscription and support in accordance with all applicable laws and regulations and to the best of its ability.
2. The Service Provider will not assume any liability for damages through the use of StratoMineR. The Service Provider provides access to StratoMineR without any warranty of any kind, either express, implied, or statutory, including but not limited to, any implied warranties of merchantability, or fitness for a particular purpose.
3. In no event will either Party's liability towards the other Party include any indirect damages. (indirect damages meaning: loss of profit, loss of revenue and loss of business opportunities)
4. The subscription and support made available in the context of this Agreement are made available "as is" and each Party understands and agrees that, except as expressly set forth herein, such subscription and support are made available without any representation or warranty, express or implied, including any implied warranty of merchantability or fitness for any particular purpose or any warranty that the use of the same will not infringe or violate any patent or other proprietary rights of any third party.
5. The Service Provider makes no representations that StratoMineR is error-free or that use of StratoMineR will not impinge any patents or the proprietary rights of third parties.

### **Article 7 - Term and Termination**

1. This Agreement and the subscription granted therein will become effective on the Effective Date as first stated above and will remain in force for 30 days.
2. In the event of involuntary liquidation or a moratorium of a Party (the "Insolvent Party"), the other Party is entitled to terminate this Agreement with immediate effect by

notification to the Insolvent Party to this effect by registered post, without any entitlement to compensation arising. The Insolvent Party is obliged to inform the other Party at the earliest opportunity of any involuntary liquidation or moratorium.

3. The Service Provider shall be entitled to terminate this Agreement forthwith at any time without advance notice.

#### **Article 8 – Protection of Confidential Information**

1. During the term of this Agreement, the Receiving Party: (i) shall keep strictly confidential all Confidential Information, (ii) shall not disclose to any third party any Confidential Information except as expressly permitted under this Agreement, and (iii) shall use the Confidential Information only for the purposes expressly permitted by this Agreement.
2. Any and all Confidential Information shall remain the property of the Subscriber, or of any of its affiliates - as the case may be. The Service Provider shall, upon written request of the Subscriber, destroy, any and all Confidential Information received from the Subscriber within thirty (30) days of receipt of such written request.
3. The Service Provider shall, at the Termination of this Agreement, have the right to destroy, any and all Confidential Information received from the Subscriber.
4. Confidential Information may be disclosed by the Receiving Party only to its employees, agents or consultants, but only to the extent required to accomplish the purposes of this Agreement and only if such employees, agents and consultants to whom disclosure is to be made are subject to an obligation of confidentiality and non-use at least as restrictive as those set forth in this Agreement. The Receiving Party shall be responsible for any breaches of the confidentiality and/or non-use obligations set forth in this Agreement by any of its employees, agents and consultants.
5. Notwithstanding any provision of this Article 8, the Receiving Party shall be permitted to disclose Confidential Information solely to the extent that such disclosure is required by law or by order of any court or governmental authority; provided, however, that the Receiving Party shall first have given advance notice to the Disclosing Party so as to permit the Disclosing Party to attempt to obtain a protective order requiring that the Confidential Information to be so disclosed be used only for the purposes for which the order was issued or for such other legal requirement, and that the Receiving Party cooperates with the Disclosing Party in such efforts.

#### **Article 8 – Personal Data Privacy**

1. During the term of this Agreement, the Service Provider may use the subscribers email address to contact the Subscriber with regard to the use of StratoMineR and with regard to new product developments concerning StratoMineR
2. Cookies are used for the temporary storage of web sessions, the Subscriber's internet browser type, operating system, and ip-address.
3. IP addresses are checked in order to confirm that the location of the user is as registered.
4. Personal data will be deleted within 90 days of the end of the agreement.

#### **Article 9 - Miscellaneous**

1. This agreement shall be governed by, and construed and enforced in accordance with the laws of The Netherlands.
2. Any controversy, claim or dispute arising out of or in relation to this Agreement, including without limitation the interpretation of any provision hereof or the breach,

termination or invalidity hereof which cannot be resolved through good faith negotiations between the Parties, shall be exclusively settled by the district court in The Hague, The Netherlands, as the competent court to take cognizance of disputes arising from this Agreement.