Archer Analysis Unlimited (AAU) - SOFTWARE TERMS OF SERVICE

(for Archer Analysis Unlimited v 7.0 and later)

Terms last updated February 24, 2023.

These AAU - Software Terms of Service ("**Terms**") are entered into between the entity listed on the Order Form ("**Client**") and Integrated DNA Technologies Inc., together with its subsidiaries ("**Company**" or "**IDT**") (Client and Company together, the "**Parties**," and each separately a "**Party**"), as of the earlier of the date of listed on a corresponding order form, or the execution of these Terms, or the date Client first uses the Application as defined below.

These Terms govern any access to and use of Company's online software-as-a service solutions made available by Company through a website or online portal owned or controlled by Company ("**Site**"). These Terms set out Client's payment obligations (if any) for use of the Application(s), limit Company's liability and obligations to Client, set out rules for Client's use of the Application(s), grant Company certain rights in Client Data (as defined below). These Terms also allow Company to change, suspend or terminate Client's access to and use of the Application(s) under certain circumstances. These Terms are subject to modification from time to time as described below.

If Client has submitted or entered into one or more of Company's service agreement forms, registration forms, or other similar ordering documents with the Company, whether online, in written form or otherwise (each an "**Order Form**"), specifying various details about Client's subscription or access to one or more Applications, such as pricing, usage parameters and/or other applicable terms, such Order Form shall be incorporated into these Terms by reference and shall apply to Client's use of the Application(s) hereunder. Any applicable terms stated or linked to where Client signs up or registers for an Application on the applicable Site shall be deemed part of these Terms. The terms and conditions of these Terms shall take precedence over the terms and conditions of any Order Form, including terms added by Client, and to the extent of any conflict exists between these Terms and any Order Form, purported agreement between the Parties, or any other terms whatsoever, these Terms shall govern and apply, except to the extent any Order Form expressly states that the Order Form terms shall take precedence over these Terms (in which case such Order Form terms shall apply solely for purposes of that Order Form).

THE PERSON ACCEPTING THESE TERMS ON BEHALF OF A BUSINESS OR A LEGAL ENTITY (AS CLIENT HEREUNDER), WHETHER PURSUANT TO EXECUTION OF ANY ORDER FORM OR USE OF ANY APPLICATION, HEREBY REPRESENTS AND WARRANTS THAT SUCH PERSON HAS THE AUTHORITY TO BIND THAT BUSINESS OR LEGAL ENTITY TO THESE TERMS AND THAT SUCH PERSON'S AGREEMENT TO THESE TERMS WILL BE TREATED AS THE AGREEMENT OF THE BUSINESS OR LEGAL ENTITY. FOR THE AVOIDANCE OF DOUBT, "CLIENT" REFERS HEREIN TO

THAT BUSINESS OR LEGAL ENTITY.

Section 1.
PRODUCTS & SERVICES

1.1 Products. IDT offers a suite of cloud-based software products related to genetics and related professional services ("Products"). The specific Product provided by IDT and used by Client shall be identified on an Order Form ("**Application**").

1.2 Access & Use. Access to and use of said Application is achieved via either a web-based access option ("Web-Based Access Option") or via an integration option ("**Integrated Option**"). The Web-Based Access Option means, in accordance with these Terms and the applicable Order Form, that Client shall obtain web-based access to the Application via the internet location provided by IDT, and the Integrated Option means that Client shall obtain access to the Application, in accordance with the terms of these Terms, via integration into the client system ("**Client System**") identified in an applicable Order pursuant to an Order Form. "Client System" means Client's internal data management system that is connected to the Application if Client selects the Integrated Option. The specific method of access and use shall be indicated on the applicable Order Form, or determined by IDT if not specified on the Order Form.

1.3 Implementation. IDT shall perform the implementation and other services identified on an Order Form (the "**Professional Services**") and provide the items specifically identified as "Deliverables" to Client ("**Deliverables**"). IDT shall not be liable for any delay in performance directly or indirectly resulting from acts of Client, its agents, employees, or subcontractors.

1.4 SaaS Services. The method of accessing and/or utilizing a Product (either via the Web-Based Access Option, or the Integration Option) shall be referred to as "**SaaS Services**", and "**Services**" means the specific SaaS Services and any Professional Services set forth in one or more Order Forms. During any Term, as identified in an Order Form with respect to the Applications, the SaaS Services will be subject to any service levels identified in the applicable Order Form, and IDT will provide support in accordance with the support policy described in the applicable Order Form.

1.5 Client's Use. IDT shall provide a non-exclusive, nontransferable right to access and use the Application in the Territory in accordance with the documentation, these Terms, and the corresponding Order Form.

1.6 Authorized Users; Patients/Specimens. Client shall provide IDT with the identities of Client's employees and agents that will

be provided password protected access to the SaaS Services (the "**Authorized Users**"). Additional limitations and restrictions may be set forth in the applicable Order Form (e.g., maximum number of Authorized Users). Furthermore, Client's usage of the Application and SaaS Services is limited to the maximum number of patients or specimens which may be specified on the applicable Order Form. Client is responsible for compliance by its affiliates and each Authorized User with the Terms. Client acknowledges and understands that all

Authorized Users will have access to all information and data in Client's account and Client is solely responsible for their access and use of information. Client is responsible to notify IDT when Authorized Users are no longer authorized to have access to Client's Account and request that IDT revoke each such Authorized User's account privileges. Client shall notify IDT immediately of any unauthorized use of any password or account or any other known or suspected breach of security or misuse of the Services. Client is responsible for the use of the Application and the SaaS Services by any and all employees, contractors, or other users that access the Application or the SaaS Services utilizing Client's System, SaaS Service, or account and/or access credentials. Client shall implement appropriate safeguards to ensure that Authorized Users do not share passwords or access information with each other or anyone else.

1.7 Territory. The "Territory" shall mean United States of America, unless the territory in the applicable Order Form specifies otherwise. The Services are only available in the Territory and Client therefore acknowledges and agrees that Client will access the Application and use the SaaS Services only in the Territory and only in connection with services Client performs in the Territory.

1.8 Use Restrictions. Client shall neither directly or indirectly, nor permit any party to do any of the following: (i) copy, modify, create derivative works of, publish, license, sublicense, sell, market, distribute or otherwise commercially exploit the Application or SaaS Services; (ii) reverse engineer, decompile, disassemble or otherwise attempt to gain access to the source code form of the Application or SaaS Services; (iii) use the Application, SaaS Services or associated documentation in violation of export control Laws and regulations; (iv) remove any proprietary or legal notices from the Application, SaaS Services, documentation or any other IDT materials furnished or made available hereunder; (v) access the Application or SaaS Services in order to build a competitive product or service; or (vi) copy any features, functions, content or graphics of the Application or SaaS Services; (vii) make the Application or SaaS Services available to anyone other than Authorized Users; (viii) sell, resell, rent or lease the Application or SaaS Services, including, without limitation, use the Application or SaaS Services on a service bureau or time sharing basis or otherwise for the benefit of a third party; (iv) use the Application or SaaS Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (x) use the Application or SaaS Services to store or transmit malicious code; (xi) interfere with or disrupt the integrity or performance of the Application or SaaS Services or any data contained therein; (xii) attempt to gain unauthorized access to the Application or SaaS Services or their related data, systems or networks; (xiii) publish or disclose to third parties any evaluation of the Application or SaaS Services without IDT's prior written consent; (ix) publish or disclose to third parties any data or information related to Client's results from or Client's experience with using the Application or SaaS Services, without IDT's prior written consent; (xx) perform vulnerability, load, or any other test of the Application or SaaS Services without IDT's prior written consent; or (xxi) use the Application or SaaS Services in any manner or for any purpose that infringes or misappropriates any intellectual property right or other right of any person, or that violates any Laws. Client: (a) is solely responsible for the accuracy, quality, integrity and legality of all electronic data or information submitted by Client to the Application or SaaS Services ("**Client's Data**") and of the means by which Client acquired Client's Data; (b) shall prevent unauthorized access to or use of the Application or SaaS Services, and notify IDT promptly of any such unauthorized access or use; and (c) shall use the Application or SaaS Services only in accordance with any user guides, acceptable use policies for the Application or SaaS Services, and all applicable Laws. "**Laws**" means all applicable national, state and local or foreign laws, ordinances, regulations, guidance documents, policies and codes as may be amended from time to time.

1.9 Additional Terms and Conditions Specific to Applications. Additional terms and conditions specific to an Application or SaaS Service may be included in the applicable Order Form.

Section 2.
PAYMENT

2.1 Charges. Client shall pay the fees, charges, and expenses specified in the Order Form in accordance with its terms and these Terms (collectively, an "**Agreement**"). All payments by Client to IDT pursuant to an Agreement are due and payable within 30 calendar days of the date of invoice, unless otherwise agreed in the applicable Order Form. All unpaid past-due invoices are subject to a late fee on the outstanding balance for each month that they remain unpaid equal to the lesser of one and one-half percent (1.5%) per month and the highest rate allowable by applicable law. Starting in the first year following the effective date of the applicable Order Form, IDT may increase its charges for the SaaS Services specified in the applicable Order Form annually upon 60 days' prior written notice. If any amount owing by Client under these Terms or any other agreement for IDT's services is 10 days or more overdue, IDT may, without limiting IDT's other rights and remedies: (i) accelerate Client's unpaid fee obligations under this Agreement; (ii) accelerate Client's fee obligations under any other agreements between the Parties so that all such obligations become immediately due and payable; and (iii) suspend IDT's

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Application, Services and Deliverables to Client until such amounts are paid in full. All payments are nonrefundable and all fees are non-cancellable.

2.2 Taxes. Client will pay sales, use, or similar state or local taxes in connection with the Services or payments to be made under these Terms, excluding taxes based on IDT's net income. Such taxes are not included in any stated pricing on an Order Form and shall be in addition to stated prices.

2.3 Audit. Client shall maintain complete and accurate records to support and document its compliance with these Terms. Upon request, Client shall provide reasonable assistance to IDT or its designated agent to conduct audits to confirm the compliance with these Terms and the terms of any applicable Order Forms. Any such audit will be conducted upon reasonable notice and during regular business hours, and shall be at IDT's expense. However, if such an audit reveals that the Client is not in substantial compliance with these Terms and the terms contained in the relevant Order Form, the cost of said audit and any follow-up audits related to the same discrepancies shall be borne by the Client.

Section 3.

DATA

3.1   Ownership; Rights.

3.1.2 As between the Parties, subject to the BAA, Client shall own all data and information that Client provides and stores using the Application or SaaS Services or has provided and stored on its behalf ("**Client Data**").

3.1.3 IDT may access Client's account and Client Data from time to time as IDT deems necessary or appropriate for purposes of performing the Services, including, without limitation, providing support, performing account administration and generating invoices with respect to Client's use of the Application and receipt of the Services. Except as permitted in these Terms or in the Business Associate Agreement attached hereto as Exhibit A ("BAA") (if applicable with respect to specific Applications and SaaS Services), IDT shall not during the Term edit, delete or disclose the contents of Client Data unless authorized by Client or IDT is required to do so by law or in the good faith belief that such action is necessary to: (1) conform with Laws or comply with legal process served on IDT; (2) protect and defend the rights or property of IDT and its licensors; or (3) enforce these Terms or establish any rights hereunder. Notwithstanding any provision herein to the contrary, IDT may de-identify Client Data, including protected health information ("**PHI**"), and use deidentified data, including data regarding Client's usage of the Application and Services ("**Usage Data**"), to analyze, develop, modify and improve IDT's product and service offerings, including, without limitation, databases with aggregated or deidentified data, algorithms, machine learning models and analysis services. Likewise, Client shall permit IDT to have reasonable access to the Client System to obtain and de-identify Client Data and Usage Data for the purposes described in this subsection. Furthermore, IDT may use Client Data, de-identified data and Usage Data to generate, utilize and publish aggregated or de-identified data, statistics, analytical results and trend information related to the usage of the Application or SaaS Services (such as usage patterns), but only if such information is not attributed to Client and personally identifying information of Client's users is not provided.

3.2 Client is responsible for its Client Data, including its content and accuracy, and agrees to comply with Laws and the Section 1.6 (Use Restrictions) in using the Service. Client represents and warrants that it has made all disclosures and has all rights, consents and permissions necessary to use its Client Data with the Services and grant IDT the rights in Section 3.1, all without violating or infringing Laws, third-party rights (including intellectual property, publicity or privacy rights) or any terms or privacy policies that apply to the Client Data.

3.3 Security. While IDT will use reasonable and appropriate safeguards designed to protect Client Data, Client is solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of all Client Data. Notwithstanding any other agreement between the parties, IDT will have no liability to Client or any third party for the deletion, correction, destruction, loss, infringement or failure of the Application or SaaS Services to process or store any Client Data. IDT reserves the right to establish a maximum amount of storage and a maximum amount of Client Data that Client may store, process, post or transmit on or through any Application or SaaS Services, and said storage capacity shall be governed by the amount stated in the Order Form unless the Parties agree otherwise.

3.4 Business Associate Agreement. "**Business Associate Services**" means Services provided by IDT where IDT acts as a "business associate" as defined by 45 C.F.R. 160.103, and "**Covered Entity Services**" means Services provided by IDT where IDT acts as a "covered entity" as defined by 45 C.F.R. 160.103. If Client provides IDT with any "Protected Health Information" as defined under HIPAA, then the terms of the Business Associate Agreement attached as Exhibit A to these Terms shall apply. The BAA will not govern the use, disclosure and security of PHI with respect to Covered Entity Services.

3.5 Data Processing Addendum. If Client provides IDT with any "personal data" as defined under the General Data Protection Regulation (or other applicable privacy regulations that requires the Parties to enter into similar terms), then the terms of the Data Processing Addendum ("**DPA**") attached as Exhibit B to these Terms shall apply with regard to that data.

Section 4.

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Last Updated: 10 February 2023

WARRANTIES; COMPLIANCE WITH LAW

4.1   Service and Performance Warranty.   IDT represents and warrants that the applicable Application or SaaS Services will conform to the applicable published end user documentation in all material respects during the Term (the "**Warranty Period**"). In the event the Services or Deliverables do not conform to this warranty in any material respect, as Client's exclusive remedy, IDT will, at no cost or expense to Client, promptly correct, re-perform and, as applicable, redeliver the Services and Deliverables. For each day during the Warranty Period that the Deliverables do not conform to the warranty, the Warranty Period shall be extended by one day.

4.2   Mutual Warranties. Each party represents and warrants to the other that: (i) it is organized and validly existing under the Laws of the state of its formation and has full authority to enter into these Terms and to carry out its obligations hereunder; (ii) these Terms are a legal and valid obligation binding upon such party and enforceable against such party, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar Laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity); and (iii) neither the execution of an Order Form referring to these Terms, nor the delivery and performance of Services under these Terms conflicts with any agreement, instrument or contract, oral or written, to which such party is bound.

4.3   Disclaimers.

4.3.1 EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. FOR THE AVOIDANCE OF DOUBT, IDT DOES NOT WARRANT THAT THE APPLICATIONS OR SERVICES WILL MEET CLIENT'S NEEDS OR REQUIREMENTS, THAT THE APPLICATIONS OR THE PROVISION OF THE SERVICES WILL BE UNINTERRUPTED OR THAT THE APPLICATIONS OR SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR ERROR-FREE, OR THAT THE APPLICATION OR SERVICES WILL RESULT IN ANY PARTICULAR HEALTH OUTCOMES. FURTHER, IDT DOES NOT WARRANT THAT ALL ERRORS IN THE APPLICATIONS OR SERVICES ARE CORRECTABLE OR WILL BE CORRECTED.   Client acknowledges that, notwithstanding the taking by IDT of security precautions, use of, or connection to, the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Services and Client Data. Accordingly, IDT cannot and does not guarantee the privacy, security, integrity or authenticity of any information so transmitted over or stored in any system connected to the Internet or that any security precautions taken will be adequate or sufficient.

4.3.2   Client   Review. Without limiting the generality   of   the   disclaimers   in Section   4.3.1,   Client acknowledges and agrees that:

4.3.2.2 Products / Services are for Research Use Only. Research Use Only Products and/or Services shall be identified on their Order Forms. the Client agrees to take full responsibility for knowing and adhering to the use limitations associated with the Research Use Only designation applied to the products and services. The Client further acknowledges that Research Use Only Products and/or Services have not been approved for use in any clinical, diagnostic, or therapeutic applications or procedures or for any other use requiring compliance with any law or regulation regulating clinical, diagnostic, or therapeutic products or any similar products. Client acknowledges that the Products have not been tested or validated for any particular use or purpose or for safety or effectiveness. It is Client's responsibility to take any actions necessary for any specific use or applications and to ensure the Products and/or Services and data/materials that may be generated by or through the use of the Products and/or Services meet applicable requirements for such use. Furthermore, the Client agrees to ensure that all Products and/or Services are utilized by end-users for research use and are not used for the purpose of providing patient-specific information for the diagnosis, prevention, or treatment of any disease or impairment of, or the assessment of the health of, individual patients. The Client accepts fully responsibility for using and allowing others to use Research Use Only Products and/or Services outside of a research context, and agrees to bear full and exclusive responsibility for providing the required documentation to any regulatory reviewing entity and obtaining any license(s) or other approvals necessary to use Products and/or Services in proprietary applications or in any non-research (e.g., clinical) applications or contexts. IDT will not be responsible or liable for any losses, costs, expenses, or any other forms of liability arising out of the unauthorized or unlicensed use of Products.

4.3.2.3   Client   Review. Before   any Application or Service is placed into a live production environment, it is Client's responsibility to review and test the Application and Service as implemented, make independent decisions about system settings and configuration based upon Client's needs, practices, standards and environment, and reach its own independent determination that the Application or SaaS Services is appropriate for such live production use. Any use by Client or its Authorized Users of an Application of Service will constitute Client's acceptance and agreement that it has complied with the foregoing.

4.3.3 Updates. IDT uses commercially reasonable efforts to keep the information in the Application and SaaS Services accurate and up-to-date. However, there is no

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Confidential - Company Proprietary

guarantee that information will be updated on a regular basis or will continue to be updated for an unlimited period of time. There is also no guarantee that all adverse or important outcomes will be reported in the literature and incorporated in the Application or SaaS Service. CLIENT AND ITS AUTHORIZED USERS MUST EXERCISE THEIR INDEPENDENT PROFESSIONAL JUDGMENT AT ALL TIMES.

4.3.4. No FDA Approval. The Applications and SaaS Services have not been reviewed, cleared, authorized, or approved by the United States Food and Drug Administration and cannot be used to prevent, diagnose or treat any disease or other health condition.

4.4 Disclaimers Specific to Applications. In addition to, and without limiting the other disclaimers in these Terms, additional disclaimers apply to the specific Application or SaaS Services identified in the applicable Order Form.

4.5 Compliance with Law. Client and its affiliates shall use the Product and Services in compliance with the requirements of all Laws.

Section 5.
INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5.1 Intellectual Property. As between the Parties and except for the limited express rights granted to Client under Section 1.2 of these Terms, IDT owns all right, title and interest, including all related intellectual property rights, in and to the Application, SaaS Services and all Deliverables, along with any improvements or modifications thereto. Client acknowledges that the limited rights granted under these Terms do not provide Client with title to or ownership of the Application or the Services, the Deliverables, any customizations thereto, or any intellectual property therein. For clarity, no right or license to the intellectual property of either party is granted pursuant to these Terms except for the limited rights expressly granted in these Terms or any applicable Order Form. In the event that Client provides comments or feedback relating to IDT, the Application or SaaS Services, Deliverables, or any of its products or services ("**Feedback**"), any such Feedback shall be owned exclusively by IDT.

5.2 Confidential Information. "**Confidential Information**" means any software, data, business, financial, operational, client, vendor or other information disclosed by one party to the other and not generally known by or disclosed to the public. Notwithstanding anything herein to the contrary, Confidential Information does not include information that is: (a) already known to or otherwise in the possession of a Party at the time of receipt from the other Party, provided such knowledge or possession was not the result of a violation of any obligation of confidentiality; (b) publicly available or otherwise in the public domain prior to disclosure by a Party; (c) rightfully obtained by a Party from any

third party having a right to disclose such information without breach of any confidentiality obligation by such third party; (d) developed by a Party independent of any disclosure hereunder, as evidenced by a Party's records or (e) Protected Health Information (which is governed by the BAA rather than these confidentiality terms).

5.3 Confidentiality Obligations. Each party shall maintain all of the other Party's Confidential Information in confidence and will protect such information with the same degree of care that such Party exercises with its own Confidential Information. If a party suffers any unauthorized disclosure, loss of, or inability to account for the Confidential Information of the other Party, then the disclosing Party shall promptly notify and cooperate with the Party suffering the disclosure or loss and take such actions as may be necessary or reasonably requested by the Party suffering the disclosure or loss to minimize the damage that may result therefrom. Except as provided in these Terms, a Party shall not use or disclose (or allow the use or disclosure of) any Confidential Information of the other Party without the express prior written consent of such Party. If a Party is legally required to disclose the Confidential Information of the other Party, the Party required to disclose will, as soon as reasonably practicable, provide the other Party with written notice of the applicable order or subpoena creating the obligation to disclose so that such other Party may seek a protective order or other appropriate remedy. In any event, the Party subject to such disclosure obligation will only disclose that Confidential Information if the Party is advised by counsel that it is legally required to disclose the information. In addition, such Party will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Access to and use of any Confidential Information shall be restricted to those employees and persons within a Party's organization who have a need to use the information to exercise rights under or perform these Terms or, in the case of Client, to make use of the Services and Deliverables, and are subject to a contractual, professional or other obligation to keep such information confidential. A Party's consultants and subcontractors may be included within the meaning of "persons within a party's organization," provided that such consultants and subcontractors have executed confidentiality agreement with provisions similar to those contained in this section. A Party may only disclose information concerning these Terms and the transactions contemplated hereby, including providing a copy of these Terms, to the following: (a) potential acquirers, merger partners, investors, lenders, financing sources, and their personnel, attorneys, auditors and investment bankers, solely in connection with the due diligence review of such Party by persons and provided that such disclosures are made in confidence, (b) the Party's outside accounting firm, or (c) the Party's outside legal counsel. A party may also disclose these Terms in connection with any litigation or legal action concerning these Terms.

5.4   Return of Confidential Information.   All of a Party's Confidential Information disclosed to the other Party, and all copies thereof, are and shall remain the property of the disclosing Party. All such Confidential Information and any and all copies and reproductions thereof shall, upon request of the disclosing party or the expiration or termination of these Terms, be promptly returned to the disclosing Party or destroyed (and removed from the Party's computer systems and electronic media) at the disclosing Party's direction, except as prohibited by applicable law, and except that to the extent any Confidential Information is contained in a party's backup media, databases and e-mail systems, then such Party shall continue to maintain the confidentiality of such information and shall destroy it as soon as practicable and, in any event, no later than required by such Party's record retention policy.   In the event of any destruction hereunder, the Party who destroyed such Confidential Information shall, if requested, provide to the other Party written certification of compliance therewith within fifteen days after destruction.

5.5   Equitable Relief.   The receiving Party acknowledges that unauthorized disclosure of Confidential Information could cause substantial harm to the disclosing Party for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure by the receiving Party the disclosing Party will be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law or equity.

Section 6.
TERM AND TERMINATION

6.1   Term.   These Terms are valid for the duration of time expressed on the corresponding Order Form. Services will be provided for the term specified in the applicable Order Form (the "Initial Term"). Following the end of the Initial Term, unless otherwise indicated in the applicable Order Form, the Order Form and these Terms will renew for successive one year periods (each such successive term, the "Successive Terms", and together with the Initial Term, are referred to herein as the "Term") unless a Party notifies the other in writing of its intent not to renew the Order Form and these Terms at least 90 days prior to the end of the then-current Term.

6.2   Termination.   In the event a Party materially breaches these Terms or terms of an Order Form, the breaching Party is in default and the non-breaching party may terminate without penalty or fee upon 30 days' advance written notice to the breaching Party, if the breach is not cured within such the 30 day period. Any failure to pay charges hereunder is a material breach of these Terms.

6.3   Effect of Termination. The termination or expiration of the applicable Order Form or these Terms for any reason shall not affect Client's or IDT's rights or obligations that expressly or by their nature continue and survive (including without limitation, the payment terms and the provisions concerning ownership, confidentiality, limitation on liability, indemnity and the warranty disclaimers), and Client shall promptly pay all amounts owed to IDT for Product, Services, and Deliverables. Termination of these Terms will also result in the termination of all Order Forms covered by these Terms.   Client acknowledges that, due to the limited nature of these Terms and any applicable Order Forms, no Application or SaaS Services should be used in order to maintain any records, and that the Client Data may be destroyed at any time after 60 days following termination of these Terms and/or an Order Form.

6.4   Termination and Non-Renewal Rights are Absolute.   The rights of termination set forth in these Terms are absolute, and the Parties have considered the possibility of such termination and the possibility of loss and damage resulting therefrom, in making expenditures pursuant to the performance of these Terms and/or pursuant to any applicable Order Forms.   Neither Party shall be liable to the other for damages or otherwise by reason of the termination or expiration of these Terms and/or any applicable Order Form as provided for herein.

6.5   Remedies. Where a breach of certain provisions of these Terms may cause either Party irreparable injury or may be inadequately compensable in monetary damages, either Party may seek equitable relief in addition to any other remedies which may be available. The rights and remedies of the Parties under these Terms are not exclusive and are in addition to any other rights and remedies available at law or in equity.

Section 7.
INDEMNITY AND LIMITATION ON LIABILITY

7.1   Client Obligations. Client shall defend IDT against any cause of action, suit or proceeding (each a "Claim") made or brought against IDT by a third party arising out of or attributable to Client's use of the Application, Deliverables, or Services (other than as expressly set forth in Section 7.2 below), and shall indemnify IDT for any damages finally awarded against, and for reasonable attorney's fees incurred by, IDT in connection with the Claim, on condition that IDT (a) promptly gives Client written notice of the Claim (provided, however, that the failure to give such notice shall not relieve Client of its indemnification obligations hereunder except to the extent that Client is materially prejudiced by such failure); (b) gives Client sole control of the defense and settlement of the Claim (provided that Client may not settle any Claim unless the settlement unconditionally release IDT of all liability); and (c) provides reasonable assistance in connection with the defense (at Client's reasonable expense).

7.2   IDT Obligations. IDT shall defend Client against a Claim made or brought against Client by a third party alleging that Client's use of any Application, Deliverables, or SaaS Services as permitted under the applicable Order Form on the basis that said use infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Client for any

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damages finally awarded against, and for reasonable attorney's fees incurred by, Client in connection with the Claim, on condition that Client (a) promptly gives IDT written notice of the Claim (provided, however, that the failure to give such notice shall not relieve IDT of its indemnification obligations hereunder except to the extent that IDT is materially prejudiced by such failure); (b) gives IDT sole control of the defense and settlement of the Claim; and (c) provides assistance in connection with the defense . If a Claim is brought or threatened, or IDT believes one is likely to occur or be brought, IDT may, at its option, (i) procure for Client the right to use the applicable Application or SaaS Services, (ii) replace the applicable Application or SaaS Services with other suitable products, or (iii) refund any prepaid fees that have not been earned and terminate the applicable Order Form upon notice. IDT will have no liability under these Terms or otherwise to the extent a Claim is based upon (a) use of any Application, SaaS Services or Deliverables in combination with software, hardware or technology not provided by IDT, if infringement would have been avoided in the absence of the combination, (b) modifications to any Application, SaaS Services or Deliverables not made by IDT, if infringement would have been avoided by the absence of the modifications, (c) use of any version other than a current release of any Application or SaaS Services, if infringement would have been avoided by use of a current release, or (d) any action or omission of Client for which Client is obligated to indemnify IDT under these Terms.

7.3   Exclusive Remedy. This Section 7 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

7.4   Limitation on Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF IDT ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CLIENT HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THESE TERMS OR ANY LIMITED REMEDY HEREUNDER.

7.5   Exclusion of Consequential and Related Damages. IN NO EVENT SHALL IDT HAVE ANY LIABILITY TO CLIENT FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT IDT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THESE TERMS OR ANY LIMITED REMEDY HEREUNDER.

Section 8.

OTHER PROVISIONS

8.1   Marketing. IDT may include and use Client's name on a list of customers and may refer to Client and its logo as a user of the Application and Services and may briefly describe Client's business in IDT's advertising, marketing, promotional, website, and investor materials.

8.2   Notices. Unless otherwise provided herein, any notice, request, or other communication to be given in writing under these Terms will be deemed to have been given by either Party to the other Party upon the date of receipt, if hand delivered, or two business days after deposit in the U.S. mail if mailed to the other Party by registered or certified mail, properly addressed, postage prepaid, return receipt requested, or one business day after deposit with a national overnight courier for next business day delivery, or upon the date of electronic confirmation of receipt of a facsimile transmission if followed by the original copy mailed to the applicable Party at its address set forth in the applicable Order Form or other address provided in accordance herewith.   A Party may change its address for notices by providing written notice to the other party. **All notices to IDT must be sent to the attention of the Legal Department** 1710 Commercial Park, Coralville, IA 52241 cc legal@idtdna.com.

8.3   Assignment. Neither party shall assign its rights under an Order Form without the other party's prior written consent, except that IDT may, without Client's consent, assign an Order Form to an affiliate, or another entity pursuant to a corporate reorganization, merger, acquisition or sale of all or substantially all of its assets to which the applicable Order Form relates. Any attempted assignment or delegation in violation of the foregoing is void. These Terms and each Order Form are binding upon the Parties and their successors and permitted assigns.

8.4   Updates. IDT may, in its discretion from time to time, make updates to these Terms, and such updates shall automatically apply without requiring signature of an additional Order Form. When updates are made, IDT will make a new copy of these Terms available on its website. All changes are effective immediately upon posting and apply to all access to and use of the Services thereafter. The date these Terms were last revised is identified at the top of the page. Client's continued use of the Services following the posting of revised Terms means that Client accepts and agrees to the changes. Client agrees to check this page from time to time so that Client is aware of any changes, as such changes are binding on Client.

8.5   Relationship Defined. Nothing contained herein or done in pursuance of an Order Form shall constitute an employee employer relationship, joint venture, partnership or agency for the other for any purpose or in any sense whatsoever. As such, neither Party shall have the right to make any warranty or representation that such a relationship exists.

8.6   Headings and Captions. Section headings are used for convenience only and shall in no way affect the construction or interpretation of these Terms.

8.7   Counterparts. Order Forms may be executed in counterparts and by facsimile or PDF signature, all of which taken together constitute a single agreement between the Parties. Each signed counterpart, including a signed counterpart reproduced by reliable means (such as facsimile and PDF), will be considered as legally effective as an original signature.

8.8   Waiver and Severability. An individual waiver of a breach of any provision of these Terms or any Order Form requires the consent of the Party whose rights are being waived and such waiver will not constitute a subsequent waiver of any other breach. Any provision of these Terms or any Order Form held to be unenforceable shall not affect the enforceability of any other provisions of these Terms or any Order Form, and the unenforceable provision shall be construed to reflect the economic effect of the unenforceable provision.

8.9   Governing Law. The laws of the State of Delaware govern all matters arising out of these Terms or any Order Form, without regard to any conflict of law principles applied therein. The UN Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transactions Act (UCITA) will not apply to these Terms or any Order Form. The Parties may bring any disputes arising out of or related to these Terms or any Order Form non-exclusively in a court located in New Castle County, Delaware and submit to the personal jurisdiction of such courts. Each party expressly waives its rights to a trial by jury in connection with any dispute arising out of or related to these Terms or any Order Form.

8.10   Entire Agreement. These Terms, all Order Forms, and all exhibits and addenda thereto are incorporated herein and constitute the entire agreement of the Parties with respect to the subject matter hereof and thereof. These Terms and any executed Order Form supersede all prior or contemporaneous negotiations, representations, promises, and agreements concerning the subject matter herein whether written or oral.

8.11 Force Majeure. Except for the payment of money, neither party will be liable for any default or delay in the performance of any Order Form if and to the extent such default, delay, or failure to perform hereunder is caused by an event (including, strikes, lockouts, labor troubles, fire, flood, terrorism, pestilence, earthquake, pandemic-- including that arising in connection with COVID-19 and its variants-- epidemics, embargo, accident, explosion, shortages of power or material or natural resources of any kind, governmental laws, orders, regulations, elements of nature or acts of God, riots, insurrection, or civil disorders) beyond the reasonable control of such Party. However, the foregoing force majeure clause shall never excuse a Party's obligation to adhere to all Applicable Laws. Before taking shelter in this provision, the Client must promptly notify IDT in writing of the occurrence of the event beyond its reasonable control that affects the fulfillment of its obligations under this Agreement.

8.12 Compliance. By entering into an Order Form, the Parties specifically intend to comply with all Applicable Laws, including but not limited to: (i) the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 301 et. seq. and all United States Food and Drug Administration ("FDA") regulations; (ii) the federal anti-kickback statute (42 U.S.C. 1320a-7(b) and its implementing regulations); and (iii) the federal physician selfreferral law, also referred to as the "Stark Law" (42 U.S.C. 1395nn and its implementing regulations); (iv) the federal Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and their implementing regulations, including the Privacy Standards adopted by the U.S. Department of Health and Human Services, as well as but not limited to the obligations set forth in the BAA attached as Exhibit A; and (v) and any other federal, state, local or foreign law, regulation, guidance document or policy that is concerned with the design, manufacturing, marketing, promotion, sale, use, safety, efficacy, or reliability of, or the postmarket surveillance over, medical devices, or components thereof, which are subject to change from time to time. Accordingly, the Parties agree that IDT has not conditioned Client's access to the Services upon any agreement by Client to purchase, use or recommend or influence another person's decision to purchase or use any product or service offered by IDT or any affiliate of IDT.

The following terms apply depending on the Application(s) subscribed to in the Order Form:

PRODUCT TERMS
  1. Archer Analysis Unlimited (AAU) Application Terms 1.1.
       SUPPORT SERVICES.
              1.1.1.   IDT will provide to Client the support services described in this Section 1 for the support and maintenance of the Application and SaaS Services provided in the applicable Order Form ("AAU Support Services").
              1.1.2.   Support Channel. Client may make a request for AAU Support Services by emailing IDT at archercustomersuccess@idtdna.com or through other such other method as may be designated by IDT. IDT will use commercially reasonable efforts to respond to emails received during Business Hours within two hours and assign the request a Severity Level. IDT will use commercially reasonable efforts to respond to emails received outside of Business Hours within two hours on the next Business Day after the email is received and assign the request a Severity Level. "Business Days" means Monday through Friday, except for

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generally recognized U.S. holidays, and "<u>Business Hours</u>" means 8:00 am to 5:00 pm Pacific Time Zone adjusted for daylight saving time during Business Days.

1.1.3. <u>Updates</u>. Updates (if any) are included at no additional charge during the term of the applicable Order Form. If applicable, Client agrees to install any Updates provided by IDT in a timely manner. IDT is under no obligation to offer any Updates or Upgrades. "<u>Updates</u>" means, collectively, any modifications, alterations, enhancements and updates to the SaaS Services offered in the applicable Order Form.

1.1.4. <u>Limitations</u>. IDT shall not be obligated to provide AAU Support Services with respect to: (a) any modifications, customizations, alterations or additions to the SaaS Services made by Client; or (b) any computer program incorporating all or any part of the SaaS Services; (c) use of the SaaS Services in a manner not in accordance with these Terms or in conjunctions with any unauthorized other software, equipment or operating environments; or (d) gross negligence or intentional misconduct by any user of the SaaS Services. AAU Support Services does not include any services to be performed at Client's location or any other location outside of IDT's premises.

1.1.5. <u>Additional Services.</u> Any additional support services rendered by IDT and not specified in this Section 5, will be charged to Client on an hourly basis at IDT's then-current service fee.

1.1.6. <u>Sole Remedy</u>. Provision of AAU Support Services as described in this Section 1 is IDT's sole obligations and Client's sole remedy with respect to maintenance and support of the SaaS Services described in the applicable Order Form IDT shall not have other liability or obligation with respect to any errors or other problems with the SaaS Services described in the applicable Order Form.

Exhibit A

Integrated DNA Technologies, Inc. (ACTING AS BUSINESS ASSOCIATE) BUSINESS ASSOCIATE AGREEMENT

Last Updated: February 10, 2023

This Business Associate Agreement ("BAA") is by and between the customer purchasing services from IDT pursuant to a written agreement ("Customer") and IDT Corporation, a Delaware corporation having its principal place of business at 1710 Commercial Park, Coralville IA 52241, together with its subsidiaries, ("IDT") (each a "Party" and collectively the "Parties") to comply with the federal Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and their implementing regulations as amended from time to time, including the Privacy Standards adopted by the U.S. Department of Health and Human Services, 45 C.F.R. part 160 and part 164, subparts A and E ("the Privacy Rule"), the Security Standards adopted by the U.S. Department of Health and Human Services, 45 C.F.R. parts 160 and 162, and part 164, subparts A and C ("the Security Rule"), and the Breach Notification Standards adopted by the U.S. Department of Health and Human Services, 45 C.F.R. part 164, subpart D (the "Breach Notification Rule") (collectively, "HIPAA").

BACKGROUND

Archer Analysis Unlimited Software Terms of Service
Last Updated: 10 February 2023

IDT provides software and professional services ("Services") to healthcare customers. Customer has entered into a separate, written agreement with IDT relating to the Services, which includes Archer Analysis Unlimited Software Terms of Service (the "Agreement"). Pursuant to the Agreement, Customer, in its capacity as a covered entity or business associate, may disclose to IDT, in its capacity as a business associate or subcontractor (respectively), Protected Health Information ("PHI") (as defined below) regulated under HIPAA. This BAA is intended to comply with HIPAA, which requires that Customer receive adequate assurances regarding IDT's safeguarding of PHI that may be created, received, maintained, transmitted, used, or disclosed by IDT as part of the provision of Services to Customer. The Parties agree that the terms of this BAA will have no effect unless and until IDT provides Services to Customer that involve the creation, receipt, maintenance or transmission of PHI by IDT and shall only have effect in connection with that PHI.

AGREEMENT

In consideration of this background and the mutual promises in this BAA and the Agreement, the Parties agree as follows:

1. **Definitions**. Unless otherwise defined herein, all capitalized terms in the BAA will have the same meaning as provided under HIPAA. "Protected Health Information" or "PHI", as defined by the Privacy Rule, for this BAA means PHI that is created, received, maintained, transmitted, used, or disclosed by IDT in connection with providing the Services.

2. **Compliance with Laws**. The Parties agree to comply with HIPAA to the extent applicable to the provision of the Services.

3. **Use and Disclosure of PHI**.

   a. Permitted Uses and Disclosures. IDT may use or disclose PHI only as necessary to provide Services, as otherwise expressly permitted under this BAA, or as Required by Law, but will not otherwise use or disclose any PHI.

   b. Uses for Proper Management and Administration. IDT may use or disclose PHI as necessary for the proper management and administration of IDT, or to carry out its legal responsibilities.

   c. De-identification. IDT may use PHI to create de-identified health information in accordance with the HIPAA de-identification requirements. IDT may use and disclose de-identified health information for any purpose permitted by law and such de-identified health information shall not be subject to this BAA.

   d. Disclosure to Subcontractors. If IDT discloses PHI received from Customer to a Subcontractor or engages a Subcontractor to create, receive, maintain, transmit, use, or disclose PHI in connection with the Services, IDT shall require the Subcontractor to enter into a written agreement meeting the requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a)(2). IDT shall ensure that the written agreement with each Subcontractor obligates the Subcontractor to comply with restrictions and conditions that are at least as stringent as the restrictions and conditions that apply to IDT under this BAA, including by requiring such Subcontractor to comply with the HIPAA Security Rule.

4. **Safeguards**. IDT shall maintain appropriate safeguards to prevent use or disclosure of PHI in violation of this BAA. IDT shall comply with the HIPAA Security Rule with respect to electronic

PHI and implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits in providing Services to Customer.

5. **Individual Rights**.

    a. Individual Right to Copy or Inspection. To the extent Customer uses IDT or its Subcontractors to maintain PHI in a Designated Record Set, if an Individual requests access to PHI in a Designated Record Set pertaining to him or her, IDT may make the PHI in the Designated Record Set directly available to such Individual.

    b. Amendment of an Individual's PHI or Record. To the extent Customer uses IDT or its subcontractors to maintain PHI in a Designated Record Set, if an Individual makes a request for an amendment of his or her PHI in a Designated Record Set pertaining to him or her, IDT will make the PHI in the Designated Record Set available to Customer for amendment within ten (10) business days of receiving a request from the Customer for such PHI so that Customer can comply with 45 CFR § 164.526. If instructed to do so by Customer, IDT will incorporate amendments in accordance with Customer's instructions and within ten (10) business days of receiving such instructions. If IDT receives a request for amendment of PHI in a Designated Record Set directly from an Individual, IDT will forward the request to Customer within five (5) business days. Customer will be solely responsible for making all determinations regarding the grant or denial of an Individual's request for an amendment, and IDT will make no such determinations.

    c. Accounting of Disclosures. IDT agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and to make this information available to Customer upon Customer's request, to allow Customer to respond to an Individual's request for accounting of disclosures. Such accounting is limited to disclosures that were made in the six (6) years prior to the request, provided that IDT will be obligated to provide the accounting only for as long as IDT maintains the PHI to which it pertains. If IDT receives a request for an accounting of disclosures directly from an Individual, IDT will forward the request to Customer within five (5) business days. Except as Required by Law, Customer will be responsible for preparing and delivering the accounting to the Individual. IDT will not provide an accounting of disclosures directly to any Individual.

6. **Internal Practices, Policies and Procedures**. Except as otherwise specified herein, IDT shall make available its internal practices, policies, and procedures relating to the use and disclosure of PHI received from or on behalf of Customer, to the Secretary of the Department of Health and Human Services or his or her agents for the purpose of determining Customer's and IDT's compliance with HIPAA. Nothing in this Section will waive any applicable privilege or protection, including with respect to trade secrets and confidential commercial information.

7. **Reporting Requirements**.

    a. Security Incidents. IDT will report to Customer any Security Incident of which IDT becomes aware without unreasonable delay and no later than thirty (30) days after the date on which IDT first learns of the Security Incident. The Parties agree that this Section shall hereby serve as notice, and no additional reporting shall be required by IDT, of any

attempted or unsuccessful Security Incident(s), such as pings, broadcast attacks on firewalls, port scans, or unsuccessful log-in attempts.

b. <u>Unauthorized Uses and Disclosures</u>. IDT will report to Customer any acquisition, access, use, or disclosure of PHI in violation of this BAA or HIPAA by IDT, its employees, other agents or contractors, or by a third party to which IDT disclosed PHI (each an "Unauthorized Use or Disclosure") of which IDT becomes aware without unreasonable delay and no later than thirty (30) days after the date on which IDT first learns of the Unauthorized Use or Disclosure.

c. <u>Breaches of Unsecured PHI</u>. IDT will report in writing to Customer any Breach of Unsecured Protected Health Information, as defined in the Breach Notification Rule without unreasonable delay and no later than five (5) business days after the date on which IDT first learns of the incident giving rise to the Breach. IDT will provide such information to Customer as required in the Breach Notification Rule.

8. **Obligations of Customer**.

a. <u>Permissible Requests</u>. Customer shall not request IDT to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Customer (except as permitted under HIPAA and this BAA).

b. <u>Minimum Necessary PHI</u>. When Customer discloses PHI to IDT, Customer shall provide the minimum amount of PHI necessary for the accomplishment of IDT's purpose.

c. <u>Permissions; Restrictions</u>. Customer warrants that it has obtained and will obtain any consents, authorizations and/or other legal permissions required under HIPAA and other applicable law for the disclosure of PHI to IDT that is disclosed to IDT hereunder. Customer shall notify IDT of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect IDT's use or disclosure of PHI. Customer shall not agree to any restriction on the use or disclosure of PHI under 45 C.F.R. § 164.522 that restricts IDT's use or disclosure of PHI under this Agreement unless such restriction is Required By Law or IDT grants its written consent, which consent shall not be unreasonably withheld.

d. <u>Notice of Privacy Practices</u>. Except as Required By Law, with IDT's consent or as set forth in the Agreement or this BAA, Customer shall not include any limitation in the Covered Entity's notice of privacy practices that limits IDT's use or disclosure of PHI under the Agreement.

9. **Term and Termination**.

a. <u>Term</u>. The term of this BAA shall commence on the effective date of the Agreement) and shall continue until the sooner of (a) termination of the Agreement or (b) termination of this BAA.

b. <u>Termination for Breach.</u> Either Party may terminate this BAA upon written notice to the other party if the non-breaching Party determines that the other Party has materially breached this BAA, provided that the non-breaching Party will first provide the other Party with written notice of the breach of this BAA and afford the other Party the opportunity to

cure the breach within thirty (30) days of the date of such notice. If the other Party fails to timely cure the breach, the non-breaching Party may terminate this BAA.

c. <u>Effect of Termination</u>. Upon termination of this BAA for any reason, IDT agrees to return or destroy all PHI received from Customer or created or received by IDT on behalf of Customer and that IDT still maintains in any form within thirty (30) days of termination. If IDT's return or destruction of PHI is not feasible, IDT shall extend the protections of this BAA to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as IDT retains the PHI. Either Party may terminate the Agreement as to any Services that involve PHI, and IDT may terminate the provision of any Services that involve PHI, following a termination of this BAA for any reason.

10. **Miscellaneous**.

a. <u>Amendments</u>. This BAA may not be changed or modified in any manner except by in writing and signed by an authorized officer of each of the Parties hereto. The Parties agree that any future amendments to HIPAA that affect IDT agreements are hereby incorporated by reference into this BAA as if set forth in this BAA in their entirety, effective on the later of the effective date of this BAA or such subsequent date as may be specified by HIPAA.

b. <u>No Waiver</u>. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this BAA may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

c. <u>Severability</u>. The provisions of this BAA shall be severable, and if any provision of this BAA shall be held or declared to be illegal, invalid or unenforceable, the remainder of this BAA shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

d. <u>No Third Party Beneficiaries</u>. Nothing in this BAA shall be considered or construed as conferring any right or benefit on a person not a party to this BAA nor imposing any obligations on either Party hereto to persons not a party to this BAA.

e. <u>Interpretation</u>. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA. The provisions of this BAA shall prevail over the provisions of any other prior agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this BAA or HIPAA.

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Exhibit B

Integrated DNA Technologies, Inc.
Data Processing Addendum (IDT as Processor)

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Last Update: February 10, 2023

Integrated DNA Technologies, Inc., together with its subsidiaries, ("IDT") provides software and professional services ("Services") pursuant to a written Agreement ("Agreement") between IDT and the

customer completing the Agreement ("Customer"). Under such Agreement and this Data Processing Addendum ("DPA"), IDT process data that Customers provide to IDT ("Customer Data"). Customer Data may include information that relates to, identifies or is linked to an individual and special categories of personal data (health and genetic data) (such information included in Customer Data, "Personal Data").

1. **Instruction**. Customer instructs IDT to process and use Personal Data as specified in the Agreement and as necessary to perform the Services. IDT acts as a processor in performance of the Services.

2. **Audits**. IDT submits to reasonable data security and privacy compliance audits and will share information relating to its audits with Customer on request.

3. **Breach Notifications**. IDT will notify Customer of unauthorized access to or acquisition of Personal Data without undue delay and as required by applicable law.

4. **No Third Party Beneficiary Rights**. This DPA shall not create third party beneficiary rights.

5. **Security**. IDT applies appropriate technical, administrative and organizational data security measures in order to protect Personal Data and the rights and freedoms of the subjects of that data, as further described in Appendix 1. IDT may update and modify these measures from time to time, provided that IDT must not reduce the level of security provided thereunder.

6. **Subprocessors**. In the event that IDT provides Personal Data to a third-party for the purpose of performing some portion of the Services (a "Subprocessor"), IDT shall remain responsible for such Subprocessor and shall contractually require such Subprocessor to comply with data protection obligations no less protective than those set forth in this DPA. IDT shall make a list of its Subprocessors available to Customer upon request. Customer hereby approves the use of all such Subprocessors. In the event that IDT begins to use a new Subprocessor, IDT shall notify Customer of such new Subprocessor by any reasonable means and Customer shall have a right to object to the use of that Subprocessor for five (5) business days. If Customer reasonably objects to the use of a particular Subprocessor, IDT and Customer shall negotiate in good faith to resolve the objection, provided that, if the Parties cannot resolve such objection, Customer shall have a right to remove its Personal Data from any products or environments to which such Subprocessor would have access.

7. **Use and Disclosure of Personal Data**. IDT shall use and disclose Personal Data solely: (i) as instructed by Customer; (ii) as set forth in the Agreement or this DPA; and (iii) as required by law.

8. **Data Transfers**. In the event that applicable law requires the Parties to enter into additional agreements in connection with the transfer of the Personal Data between countries, the Parties shall negotiate in good faith to enter into the minimum set of terms that would satisfy such legal obligation.

Appendix 1

IDT'S TECHNICAL AND ORGANIZATIONAL MEASURES

IDT maintains a comprehensive Information Security Program ("Security Program") to manage information within IDT that includes administrative, technical, and physical safeguards designed to

Archer Analysis Unlimited Software Terms of Service
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protect the confidentiality, integrity and availability of Customer Data. IDT's Security Program includes following elements:

1. **Policies and Procedures**

IDT maintains policies and procedures to ensure the confidentiality, integrity, and availability of Customer Data and protect it from accidental, unauthorized or improper disclosure, use, alteration or destruction.

2. **Access Controls**

IDT maintains policies, procedures, and operational processes that:

2.1. limit physical access to Customer Data and the facility or facilities in which it is stored to properly authorized persons;
2.2. limit access to Customer Data to members of the IDT workforce (including contractors) who require access to Customer Data;
2.3. authenticate and permit access only to authorized individuals and prevent members of IDT workforce from providing Customer Data or information relating thereto to unauthorized individuals;
2.4. assign a unique ID to each person with computer access to Customer Data;
2.5. restrict access to Customer Data to only those people with a "need-to-know" for a permitted purpose;
2.6. regularly review the list of people and services with access to Customer Data, and remove accounts that no longer require access;
2.7. maintain and enforce "account lockout" by disabling accounts with access to Customer Data when an account exceeds a threshold number of consecutive incorrect password attempts;
2.8. regularly review access logs for signs of malicious behavior or unauthorized access.

3. **Security Awareness and Training**

IDT maintains an ongoing security awareness and training program for all members of IDT's workforce (including contractors and management).

4. **Security Incident Procedures**

IDT maintains policies and procedures to detect, respond to, and otherwise address security incidents, including procedures to monitor systems and to detect actual and attempted attacks on or intrusions into Customer Data or information systems relating thereto, and procedures to identify and respond to suspected or known security incidents, mitigate harmful effects of security incidents, and document security incidents and their outcomes.

5. **Contingency Planning**

IDT maintains policies, procedures, and operational processes for responding to an emergency, or other occurrence (for example, fire, vandalism, system failure, and natural disaster) that damages Customer Data or systems that contain Customer Data.

6. **Device and Media Controls**

IDT does not permit Customer Data to be downloaded, or otherwise stored on laptops or other portable devices, unless they are subject to all of the protections required herein. Such protective measures shall include, at a minimum, that all devices accessing Customer Data shall be encrypted and use up-to-date anti-malware detection prevention software.

7. **Audit Controls**

IDT maintains hardware, software, services, platforms and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic information, including appropriate logs and reports concerning these security requirements and compliance therewith.

8. **Storage and Transmission Security**

IDT maintains technical security measures to guard against unauthorized access to Customer Data that is being transmitted over an electronic communications network. IDT will:

8.1. maintain a working and up-to-date network firewall to protect data accessible via the Internet;
8.2. use anti-malware software at all times and will keep the anti-malware software upto-date;
8.3. maintain technical and security measures to encrypt Customer Data in transit and at rest;
8.4. regularly review access logs for signs of malicious behavior or unauthorized access;
8.5. keep IDT's systems and software up-to-date with the latest applicable upgrades, updates, new versions and other modifications necessary to ensure security of Customer Data.

9. **Assigned Security Responsibility**

IDT has a designated security official responsible for the development, implementation, and maintenance of the Security Program.

10. **Testing**

IDT regularly tests key controls, systems and procedures of IDT's Security Program to ensure that they are properly implemented and effective in addressing the threats and risks identified.

11. **Third Party Vendor Management**

IDT performs a security and privacy risk-based assessment of prospective vendors before working with vendors to validate that they meet IDT's privacy and security standards.

12. **Updates**

IDT continually monitors, evaluates, and adjusts, as appropriate, the Security Program in light of any relevant changes in technology or industry security standards, the sensitivity of the Customer Data, and internal or external threats to Customer Data.