
Fabric Genomics Terms of Use

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The following Terms of Use ("TOU" or this "Agreement") govern any access to and use of the websites, services and applications (collectively "Company Services") offered or made available by Fabric Genomics Inc. ("Company" or "us") at www.fabricgenomics.com, or through corresponding sites on social media outlets or through corresponding applications on mobile devices (collectively, the "Site"), including associated applications, forums, databases and related services, products and information of Company. This TOU is subject to modification from time to time as described below and You can review the most current version at any time at: www.fabricgenomics.com/terms-of-use.

By accessing and/or using the Site or any Company Services, you ("You") accept and agree to be bound by, and become a party to, the terms and provision of this TOU. If You do not agree to the terms and conditions of this Agreement or if You are not authorized to enter into or be bound by this Agreement, then do not access or use the Company Services or Site. This TOU is a legal agreement between You and Company and applies to You whether You are a user of the Site and/or Company Services, a visitor just browsing the Site, or any other individual or entity accessing or using the Company Services and/or Site (collectively, "Users"). This TOU and the other policies posted on the Site or made available via the Company Services govern your access to and use of the Site and Company Services, including any content, information, products or services therein. All such access and use is subject to the terms and conditions of this Agreement and conditioned upon You becoming a party hereto.

USE OF SITE AND COMPANY SERVICES

Provided You have agreed to comply with and are bound by this Agreement, You may use this Site and any generally, publicly available Company Services thereon, subject to and in compliance with this Agreement and all applicable local, state, national and international laws, rules and regulations. If you are accessing or using the Fabric Enterprise Genome Interpretation System, Fabric Clinical Services, or other Company Services requiring separate registration or sign up before use is authorized, your use and access to such Company Services are subject to the terms and conditions of separate services agreement entered into between You and the Company upon such sign up or registration. The terms of any such separate agreement shall supersede and take precedence over this TOU to the extent conflicting or inconsistent.

You acknowledge that you are fully assuming the risks of any products, services or information on or obtained through use of the Company Services or Site and any related transactions when using the Company Services and Site. You agree that Company shall not be liable or responsible for (and You release Company from, and waive any rights to bring or assert any claims for) any damages, liabilities, costs, harms, business disruptions or expenditures of any kind that may arise as a result of or in connection with any such risks. Company does not guarantee, represent, warrant or otherwise verify or have any responsibility for the quality, reliability or results of any products, services or information on or obtained through the Company Services or Site.

PRIVACY POLICY

Registration data and other information about or submitted by You are subject to Company's privacy policy ("Privacy Policy"). For more information, see the full Company Privacy Policy at www.fabricgenomics.com/privacy-policy. You understand that through your use of the Site and/or Company Services You consent to the collection, storage and use of this information as described in this Agreement and in accordance with such Privacy Policy.

COMPANY INFORMATION AND MATERIALS

Company makes certain information and other content available through the Site and the Company Services. "Company Materials" mean all information, content, software and other materials originating from Company (or its non-User licensors) and made available

through the Site and Company Services, including, without limitation, information, data, graphics and files made available through the Site and Company Services as well as the Company logo, and all Company designs, text, data, graphics, other files, and the selection and arrangement thereof. Company and its licensors own and reserve all rights, title and interest, including all worldwide intellectual property rights in and to, the Site, Company Services, Company Materials, and the trademarks, service marks and logos contained therein, other than any User Content (as defined below). You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Company Materials, User Content or related products and services. You will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Site, Company Materials, User Content (other than your own User Content). No rights or licenses are granted by Company hereunder, by implication or otherwise, except solely to the limited extent expressly stated herein or in any separate agreement between You and Company.

The “Fabric Genomics” and “Fabric Enterprise” names and logo are trademarks of Company, and, along with any other marks, names or logos of Company or its suppliers or licensors (collectively, “Company Marks”), may not be copied, imitated or used, in whole or in part, without the prior written permission of Company or the applicable trademark holder. In addition, all page headers, custom graphics, button icons, scripts and the Site’s look and feel are service marks, trademarks and/or trade dress of Company, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Company. You may not use any metatags or any other “hidden text” utilizing any Company Marks without our prior written permission.

All data, articles, publications and other information available on the Site or through the Company Services (whether Company Materials or User Content, as defined below) are provided for your convenience only on an “as is” basis without warranty of any kind. Company does not endorse, support, represent or guarantee the qualifications, expertise, experience or identity of the providers of any such Company Materials or User Content, and Company does not warrant, guarantee, support, verify or otherwise have any responsibility for the completeness, truthfulness, accuracy or reliability of any Company Materials or User Content, including without limitation any information contained therein or any opinions or communications posted on, obtained from or available through, the Company Services or the Site. All use of and reliance upon any such information (or any Company Materials or User Content generally) by You shall be solely your responsibility and at your sole risk.

USER CONTENT

You understand that all information, communications, listings, data, text, software, sound, photographs, graphics, video, messages or other materials, in any event excluding all Company Materials, submitted, posted, uploaded, provided or otherwise made accessible to the Site and/or Company Services (“User Content”), whether publicly posted, privately transmitted or otherwise, are the sole responsibility of the person from which such User Content originated. If You are submitting User Content on behalf of one or more entities or persons then You confirm and warrant that You are authorized to act on behalf and bind such entity(s) or person to the applicable terms of this Agreement. You understand that by using Company Services, You may be exposed to User Content that is offensive, indecent, inaccurate, objectionable or otherwise inappropriate. We may or may not (and are not required to) screen, monitor or control the User Content posted on the Site or accessible through the Company Services, including any communications, information or other User Content from other Users or other parties. Under no circumstances will Company be liable in any way for (and You release Company from, and waive any rights to bring or assert any claims for, any liabilities arising from) any User Content, including any errors or omissions in any User Content, or any loss or damage of any kind incurred as a result of the use of or reliance upon any User Content.

You, or a third party licensor, as appropriate, retain any intellectual property rights in the User Content You submit, post, upload or otherwise provide to, on or through the Site or the Company Services. Subject to the restrictions described in the Privacy Policy above, by submitting, posting, uploading or otherwise providing User Content on to, or through the Site or Company Services, You grant Company, under all intellectual property rights in, to and under such User Content, an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, fully paid-up, sublicensable license to distribute, reproduce, modify, sell, perform, transmit, publish and display and otherwise use such User Content in, to or with the Company Services and/or the Site (as well as any services or sites which incorporate or are successors to the Company Services and/or the Sites). By submitting User Content, You authorize Company to use any of your trademarks, service marks, trade names, proprietary logos, domain names and any other source or business identifiers contained in such User Content in connection with the Company Services or the Site. Notwithstanding the foregoing, certain User

Content You submit through separately registered Company Services, like Fabric Enterprise, are subject to the terms and conditions of the separate services agreement entered into between You and the Company.

Company reserves the right to remove, delete or edit User Content at any time without prior notice and in its sole discretion.

USER CONDUCT

You agree that You are responsible for your own conduct and User Content while using the Site and/or Company Services and for any consequences thereof. You agree to use Company Services and the Site only for purposes that are legal, proper and in accordance with the Agreement and any applicable laws, regulations, rules, policies or guidelines. By way of example, and not as a limitation, You agree that when using Company Services and the Site, You will not:

- defame, abuse, harass, stalk, spam, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- upload, post, email or transmit or otherwise make available any inappropriate, defamatory, infringing, obscene, or unlawful User Content;
- upload, post, email or transmit or otherwise make available any User Content that infringes, misappropriates or violates any patent, trademark, copyright, trade secret or other proprietary right or privacy right of any party;
- upload, post, email or transmit or otherwise make available messages that promote pyramid schemes, chain letters or disruptive commercial messages or advertisements, or anything else prohibited by law, the Agreement or any applicable policies or guidelines.
- download any file posted by another that You know, or reasonably should know, cannot be legally distributed in such manner;
- impersonate or misrepresent your affiliate with another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material;
- restrict or inhibit any other user from using and enjoying Company Services or the Site;
- modify, adapt, appropriate, reproduce, distribute, translate, reverse engineer, create derivative works of, publicly display, sell, trade, or exploit the Company Services or Site (including any Company Materials or User Content (other than Your own User Content)), except as expressly authorized by Company;
- use Company Services or the Site for any illegal or unauthorized purpose;
- remove or modify any copyright, trademark or other proprietary rights notices contained in or on the Company Services or the Site;
- interfere with or disrupt (or access non-public parts of) the Company Services or the Site or servers or networks connected to the Company Services or the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Company Services or the Site;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of Company Services or the Site or collect information about users for any unauthorized purpose;
- frame the Site as part of another website or otherwise incorporate all or parts of the Site into another website (through in-line linking or otherwise) without Company's prior written consent;
- submit User Content that falsely expresses or implies that such User Content is sponsored or endorsed by Company;
- create user accounts by automated means or under false or fraudulent pretenses;
- remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site or Company Services, features that prevent or restrict the use of copying of the Site or Company Services or features that enforce limitations on the use of the Site or Company Services;
- promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual; or
- transmit or submit links to any viruses, worms, defects, Trojan horses, or any items of a destructive or malicious nature.

While Company prohibits such conduct and User Content in connection with Company Services and the Site, You understand and agree that Company may or may not pre-screen User Content and shall have the right (but not the obligation) in its sole discretion to pre-screen, refuse, remove or move any User Content submitted to the Company Services or the Site at any time.

International users agree to comply with their own local rules regarding online conduct and acceptable content, including laws regulating the export of data to the United States or your country of residence.

LINKS

The Company Services and Site may contain links to third party websites or resources. You acknowledge and agree that we are not responsible or liable for the availability or accuracy of such websites or resources or the content, products or services on or available therefrom. Links to such websites and resources do not imply any endorsement by Company thereof or of the content, products or services thereon. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Copyright Policy

Company respects the intellectual property rights of others and expects users of the Site or Company Service to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If You believe that your User Content has been copied in a way that constitutes copyright infringement, please provide our copyright agent with the following information in accordance with the Digital Millennium Copyright Act: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that You are authorized to act on behalf of the copyright owner.

Notice of alleged copyright infringement or other legal notices regarding User Content appearing on the Site or Company Service shall be sent to [this email](#). We reserve the right to remove User Content alleged to be infringing or otherwise illegal without prior notice and at our sole discretion.

TERMINATION AND MODIFICATION OF COMPANY SERVICES & AMENDMENT OF AGREEMENT

Company reserves the right, in its sole discretion, at any time to modify, augment, limit, suspend, discontinue or terminate the Site and/or Company Services without advance notice, unless otherwise expressly stated by Company in writing. All modifications and additions to the Site and/or Company Services shall be governed by this Agreement, unless otherwise expressly stated by Company in writing. Company may also modify or amend this Agreement in its sole discretion without advance notice by posting the modifications or amended Agreement on the Site. All modified terms and conditions will be effective after they are posted on the Site (unless a longer notice period is required by applicable law). If any modified terms and conditions are not acceptable to You, your sole remedy is to cease using the Site and Company Services, and if applicable, cancel your Company account. By continuing to access or use the Site and/or Company Services after Company makes any such revision, You agree to be bound by the revised Agreement. This Agreement may not otherwise be modified or amended, except with the written agreement of both parties.

Without limiting other remedies, Company may immediately terminate or suspend your access to the Site and/or Company Services and remove any material (including User Content) from the Site or our servers, in the event that You breach this Agreement. Notwithstanding the foregoing, we also reserve the right to terminate, limit or suspend your access to or use of the Site and/or Company Services at any time and for any reason or no reason.

Effect of Termination: After any termination by You or Company: You understand and acknowledge that we will have no further obligation to provide the Company Services or access to the Site nor any obligation to refund, return or credit any amounts paid or payable by User to Company. Upon termination, all licenses and other rights granted to You by this Agreement will immediately cease. Company is not liable to You or any third party for termination of the Company Services or termination of your use of the Company Services or the Site. UPON ANY TERMINATION OR SUSPENSION, ANY INFORMATION (INCLUDING ANY USER CONTENT OR OTHER USER SUBMISSIONS) THAT YOU HAVE SUBMITTED, POSTED, UPLOADED OR OTHERWISE MADE AVAILABLE ON THE SITE AND/OR

COMPANY SERVICES OR THAT WHICH IS RELATED TO YOUR ACCOUNT MAY NO LONGER BE ACCESSED BY YOU. Furthermore, except as may be required by applicable law, Company will have no obligation to store or maintain (or delete or destroy) any User Content or other information stored in our database related to your account or to forward any information to You or any third party.

Any suspension, termination or cancellation will not affect your obligations to Company under this Agreement (including but not limited to ownership, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension, termination or cancellation.

INDEMNIFICATION; DISCLAIMER OF WARRANTIES

You agree to defend, indemnify, and hold Company, its officers, directors, employees and agents, harmless from and against any and all claims, suits, actions, proceedings, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with (i) your access to or use of the Site, Company Services, Company Materials and User Content; (ii) your violation of the Agreement; (iii) your violation of any applicable laws, rules or regulations; (iv) any User Content posted, uploaded or provided by You; or (v) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE COMPANY SERVICE, SITE, COMPANY MATERIALS AND USER CONTENT IS AT YOUR SOLE RISK AND COMPANY SHALL NOT BE LIABLE FOR ANY INABILITY TO USE, OR ANY DELAYS, ERRORS OR OMISSIONS WITH RESPECT TO, THE COMPANY SERVICES OR SITE. THE COMPANY SERVICES, SITE, COMPANY MATERIALS AND USER CONTENT AND ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED THEREIN, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE COMPANY SERVICES, SITE, COMPANY MATERIALS AND USER CONTENT, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

COMPANY MAKES NO WARRANTY THAT (i) THE SITE OR COMPANY SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SITE AND COMPANY SERVICES WILL BE UNINTERRUPTED, AVAILABLE FOR USE AT ANY GIVEN TIME, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR COMPANY SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE OR COMPANY SERVICES WILL BE ACCURATE, RELIABLE OR OTHERWISE MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN ANY SOFTWARE AVAILABLE THROUGH THE SITE OR COMPANY SERVICES WILL BE CORRECTED.

ANY DOWNLOADING OR USE OF ANY CONTENT OR MATERIAL VIA THE SITE OR COMPANY SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR SOFTWARE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT OR MATERIAL OR OTHER USE OF THE SITE OR COMPANY SERVICES.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY, AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSORS, SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE, COMPANY SERVICES, COMPANY MATERIALS, USER CONTENT, INFORMATION AND RESULTS AND OTHER CONTENT AND INFORMATION AVAILABLE THROUGH THE SITE OR COMPANY SERVICES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IN NO EVENT WILL COMPANY'S (OR ITS AFFILIATES', OFFICERS', DIRECTORS', EMPLOYEES', AGENTS' AND LICENSORS') CUMULATIVE LIABILITY TO YOU EXCEED US \$1,000, EXCEPT TO THE EXTENT SUCH LIMITATION IS NOT PERMITTED BY APPLICABLE LAW.

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or

incidental damages, so the limitations above may not apply to you to the extent applicable law so requires.

GENERAL INFORMATION

The Agreement (together with any applicable Company Services agreement) governs your use of the Company Services and the Site and constitutes the entire agreement between You and Company regarding its subject matter, superseding any prior agreements, understandings or arrangements between You and Company. You also may be subject to additional terms and conditions that may apply when You use affiliated or other third party services in connection with the Site and/or Company Services (if applicable), third-party content or third-party software. You may not assign the Agreement or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Company. Any purported assignment or delegation by You without the appropriate prior written consent of Company will be null and void. Company may assign the Agreement or any rights hereunder without your consent. The Agreement and the relationship between You and Company shall be governed by the laws of the State of California, without regard to or application of its conflict of law or choice of law provisions, rules and principles. The failure or delay of Company to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision to the full extent consistent with applicable law, and the other provisions of the Agreement remain in full force and effect. You and Company are independent contractors and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

Company may provide notices to You with respect to this Agreement, the Site or the Company Services by posting such notices to the Site or by sending them to the e-mail address or other contact address You provide upon registration or setting up your account. Any such notices shall be deemed properly and timely given to You hereunder. You consent to the use of: (a) electronic means to complete this Agreement and to provide You with any notices given pursuant to this Agreement; and (b) electronic records to store information related to this Agreement or your use of the Site and Company Services.

VIOLATIONS AND COMMENTS

Please report any violations of the Agreement or provide any comments or questions by emailing us at [this address](#). You agree, however, that: (i) by submitting ideas regarding the Company Services or Site to Company or any of its employees or representatives, You automatically forfeit your right to any intellectual property rights in these ideas; and (ii) ideas regarding the Company Services of the Site submitted to Company or any of its employees or representatives (including any improvements or suggestions) automatically become the property of Company. You hereby assign and agree to assign all rights, title and interest You have in such comments and ideas to Company together with all intellectual property rights therein.