

# END USER LICENSE AGREEMENT (EULA)

*Tamarind Bio Software & SaaS Applications*

**IMPORTANT NOTICE:** PLEASE READ THIS END USER LICENSE AGREEMENT ("EULA") CAREFULLY BEFORE ACCESSING, DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, API, AND WEB-BASED SERVICES PROVIDED BY TAMARIND BIO. BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (THE "CUSTOMER"), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AUTHORIZED USERS.

This End User License Agreement ("Agreement") is a legal contract between the individual user or entity authorized to use the platform ("You" or "User") and **Tamarind Bio** ("Company") governing your access to and use of the Company's proprietary web-based Software-as-a-Service solution, client software applications, APIs, databases, machine learning algorithms, and related technical documentation.

## 1. Definitions

- **"SaaS Services"** means the web-based software-as-a-service solutions, user interfaces, cloud infrastructure, and data processing capabilities made available by the Company via the internet.
- **"Software"** means Company's computer programs, object code, algorithms, collection of machine learning and artificial intelligence models, downloadable executable files, tools, and application programming interfaces (APIs) provided for execution or deployment.
- **"Documentation"** means the user manuals, online help files, demonstrations, guidelines, and technical materials made generally available by the Company.
- **"Customer Data"** means all data, biological sequences, files, records, text, or processed results uploaded, submitted, transmitted, or generated through the User's deployment of the platform.

## 2. License Grant & Scope of Use

Subject to compliance with the terms of this Agreement and the Master Service Agreement (MSA) executed by the governing Customer, Company hereby grants the

User a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the active subscription term to:

- a) Access and interact with the SaaS Services via the authorized web interface or API solely for internal research, analytics, and business operations.
- b) Install, run, and execute downloadable client applications or authorized executable files provided by the Company locally on designated, secure physical hardware or private corporate environments.
- c) Utilize, reproduce, and reference the structural contents of the Documentation strictly to support permitted interactions with the Services.

### 3. Usage Restrictions & User Compliance

You shall not, and shall not permit any third party to, directly or indirectly execute any of the following restricted actions:

- i) Reverse engineer, decompile, disassemble, or otherwise attempt to discover, reconstruct, parse, or extract the source code, object code, underlying software structures, data schemas, or algorithmic training methodologies relevant to the Services or Software.
- ii) Modify, translate, refactor, adapt, or create any derivative configurations or works based upon the Services, Software, or accompanying structural assets.
- iii) Utilize the platform capabilities, compute allocations, or software infrastructure for timesharing, commercial service bureau frameworks, or out-sourced data processing operations for the functional benefit of un-entitled third parties.
- iv) Remove, obscure, alter, or deface any structural copyright warnings, proprietary trademarks, electronic watermarks, or ownership tags embedded inside the Software interface or output files.

### 4. Regulatory Compliance & Biosecurity Controls

As an absolute condition of system access, the User explicitly represents, warrants, and covenants that:

- **Export Control Compliance:** You will not remove, export, re-export, or transmit the Services, Software, source logic, or any direct analytical output outside the United States, nor handle them in clear defiance of regulatory directives overseen by the

United States Department of Commerce or the United States Department of the Treasury Office of Foreign Assets Control (OFAC).

- **ITAR & EAR Restrictions:** You shall strictly prohibit the upload, entry, or processing of any technological assets, source data, software scripts, or biological materials that are categorically restricted under the U.S. International Traffic in Arms Regulations (ITAR) or cataloged as controlled "dual-use" items demanding a validated government export license under the Export Administration Regulations (EAR).
- **Biosecurity Screening:** You will not input biological sequences or synthetic strains that provoke heightened screening restrictions under global biosecurity frameworks, and assume absolute responsibility for ensuring full alignment with all valid biosecurity and "know your customer" regulations.

## 5. Data Privacy, Training Protections & Proprietary Rights

- **Ownership Boundaries:** The Customer and User retain total right, title, and interest in all transmitted Customer Data, proprietary biological methods, and raw analytics generated specifically for the Customer. The Company reserves exclusive global ownership over the software ecosystem, cloud infrastructure, functional methodologies, and subsequent structural product enhancements.
- **AI/ML Model Training Protection:** The Company is strictly prohibited from deploying Customer Data, sequences, or analytics to train, refine, adjust, tune, or optimize any neural networks, deep learning tools, machine learning modules, artificial intelligence engines, or systemic internal evaluation algorithms. All input data remains isolated exclusively to run the localized workflows initiated by the User.
- **Confidentiality Bounds:** Users must treat structural design components, logic models, system behaviors, and benchmarking metrics associated with the platform as confidential Proprietary Information, taking strict safeguards against unauthorized distribution.

## 6. Term, Suspension & Termination

This agreement takes effect upon initial authorization, software download, or user profile creation and persists throughout the valid timeline of the underlying Customer MSA. The Company explicitly maintains the administrative right to immediately freeze, isolate, or suspend system access credentials upon discovering any material software misuse,

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export control violations, or upon receiving notice of payment delinquency exceeding ten (10) calendar days from the administrative tracking framework. Upon full termination, the User must immediately wipe, erase, and completely uninstall all local installations of the software files, scripts, and cached local assets.

## **7. Warranty Exclusions & Limitation of Liability**

THE SAAS SERVICES, SOFTWARE, ALGORITHMS, AND TECHNICAL DOCUMENTATION ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL STRUCTURAL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE OBLIGATIONS OF MERCHANTABILITY, DATA CORRUPTION RECOVERY, UNINTERRUPTED UPTIME, AND FITNESS FOR SCIENTIFIC GOALS.

EXCEPTING CASES OF PROVEN BODILY INJURY, IN NO EVENT SHALL THE COMPANY, ITS UPSTREAM COMPUTE INFRASTRUCTURE SUPPLIERS, OR DISTRIBUTORS BE HELD LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY LOSSES, DATA DELETION, PROCUREMENT COSTS FOR ALTERNATIVE CODE, OR FINANCIAL COMPENSATIONS EXCEEDING THE AGGREGATE PLATFORM FEES TRANSFERRED TO THE COMPANY BY THE ACTIVE CUSTOMER OVER THE TWELVE (12) MONTHS ANTECEDENT TO THE SPECIFIC LIABILITY EVENT.

## **8. Governing Law**

This Agreement, alongside any operational disputes arising out of structural platform interaction, shall be interpreted, adjusted, and legally bound according to the statutory frameworks of the State of Delaware, disregarding conflict of law frameworks.

