



# Lifebit End-User License Agreement ("EULA")

This End-User Licence Agreement ("Agreement") is a legally binding contract between Lifebit Biotech Inc. ("Lifebit"), and the End Client.

This Agreement governs End Client's access to and use of the Lifebit Platform and associated services.

By accessing or using the Lifebit Platform, End Client confirms that it has read, understood, and agrees to be bound by this Agreement.

## 1. DEFINITIONS

**"Approved User"** means an individual (employee, contractor or researcher) authorised by End Client to access the Lifebit Platform under this Agreement.

**"Client Data"** means any data, information, files, materials or content submitted, uploaded, provided or otherwise made available by or on behalf of End Client or its Approved Users to the Lifebit Platform, including Personal Information and Personal Health Information.

**"Confidential Information"** means business, technical, scientific or other information disclosed by one party to the other that is identified as confidential or that a reasonable person would understand to be confidential.

**"Data Privacy Laws"** means all applicable privacy, data protection, information security, and confidentiality laws and regulations in any jurisdiction relevant to the Parties, including any laws governing the collection, use, processing, storage, transfer or

protection of Personal Information or Personal Health Information, and any successor or supplemental legislation.

**“End Client”** means the entity that accesses the Lifebit Platform pursuant to this Agreement, whether directly or through an authorised reseller or partner, and that agrees to be bound by this Agreement.

**“Feedback”** means feedback, suggestions, ideas, insights, enhancement requests, recommendations or other information provided to Lifebit by the End Client about its Confidential Information and/or products and Services. Lifebit shall be free to use or exploit the feedback provided to it without further consideration or compensation to the End Client.

**“Intellectual Property Rights”** means all present and future right, title and interest in and to, whether by virtue of direct ownership, exclusive or non-exclusive licence or otherwise, patents, inventions, utility models, trademarks, service marks, trade and service names, copyrights, database rights, Feedback and design rights (whether or not any of them are registered, and including applications for registration of any of them), rights in know-how, moral rights, trade secrets and rights of confidence and all rights or forms of protection of a similar nature or having similar or equivalent effect to any of them which may exist anywhere in the world, software programs, designs, mask works, drawings, training materials, any proprietary symbols, and service marks, trade names, logos, domain names, Universal Resource Locators (URLs), IP Addresses, and other designations used to identify a party's products or services, and all other proprietary rights or derivatives thereof.

**“Lifebit Platform”** means Lifebit's proprietary software-as-a-service platform, including its modules, interfaces, features, tools, workflow engines, data science workspaces, analytics tools, and associated documentation.

**“Personal Information”** means any information relating to an identified or identifiable individual.

**“Personal Health Information”** means any Personal Information relating to an individual's physical or mental health, healthcare services, or health status.

**“Services”** means access to and use of the Lifebit Platform and any related services Lifebit provides under this Agreement.

**“Third-Party Services”** means third-party hosted or cloud services integrated into the Lifebit Platform.

## 2. SCOPE

This Agreement is between End Client and Lifebit.

## 3. LICENCE GRANT AND FEES

**3.1 Grant of Licence:** Subject to End Client's compliance with this Agreement, Lifebit grants to End Client a non-exclusive, non-transferable, revocable licence to access and use the Lifebit Platform solely for End Client's internal research, clinical or organisational purposes during the Term.

**3.2 Restrictions:** End Client and Approved Users shall not:

- a. reverse engineer, decompile, disassemble, copy, modify, translate or create derivative works of the Lifebit Platform;
- b. extract, scrape, mine or copy any data or source code;
- c. circumvent security controls, including Airlock;
- d. use the Lifebit Platform to build a competing product;
- e. attempt to re-identify any de-identified or pseudonymised data;
- f. export, transfer or otherwise move Client Data outside the jurisdiction(s) permitted under applicable Data Privacy Laws or End Client's internal data-governance requirements.

**3.3 Reservation of Rights:** All rights not expressly granted to End Client are reserved by Lifebit.

**3.4 Invoicing:** Lifebit will invoice End Client for applicable fees, which End Client shall pay within thirty (30) days, while notifying Lifebit of any disputed amounts within ten (10) days and paying all undisputed sums, with overdue amounts subject to suspension and interest at 2.0% per month (or the legal maximum), and all fees being exclusive of applicable taxes other than taxes on Lifebit's income.

## 4. CLIENT DATA

**4.1 Ownership:** Client Data remains the property of End Client. Nothing in this Agreement transfers ownership to Lifebit.

**4.2 Licence to Lifebit:** End Client grants Lifebit a limited, non-exclusive licence to use, store, display, process and transmit Client Data solely for the purpose of providing the Services.

**4.3 Data Residency:** Client Data will be stored and processed only in the hosting region(s) agreed between the Parties or as required under applicable Data Privacy Laws, unless End Client expressly authorises storage or processing in an alternative jurisdiction.

**4.4 No Data Export Without Approval:** Data export is governed by the Airlock approval process. No export of PHI or sensitive data is permitted unless authorised by the designated data-access administrator.

## 5. PRIVACY & SECURITY COMPLIANCE

**5.1 Compliance with Federal Laws:** Each party shall comply with all applicable Data Privacy Laws relevant to its processing of Personal Information and Personal Health Information.

**5.2 Safeguards:** Lifebit shall maintain administrative, technical, and physical safeguards appropriate to the sensitivity of Client Data, including:

- a. strong encryption in transit and at rest;
- b. access controls and unique user authentication;
- c. audit logging;
- d. privacy and security training for personnel;
- e. breach-response processes.

**5.3 Privacy Breach Notification:** Lifebit will notify End Client without unreasonable delay and no later than 72 hours after becoming aware of any privacy or security incident involving Client Data.

**5.4 Re-Identification Prohibition:** End Client shall not attempt to re-identify any de-identified or pseudonymised dataset accessed through the Platform.

## 6. CONFIDENTIALITY

The obligations in this Section do not apply to information that:

- a. is or becomes publicly available through no breach of this Agreement;
- b. was lawfully known to the receiving party prior to disclosure by the disclosing party;

- c. is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or
- d. must be disclosed under court order, subpoena, regulatory requirement, or other applicable law, provided that the receiving party gives prompt notice to the disclosing party where legally permitted, and cooperates as reasonably requested to limit or contest such disclosure.

## 7. INTELLECTUAL PROPERTY

**7.1 Lifebit IP:** Lifebit retains all right, title and interest in and to its Intellectual Property Rights including the Lifebit Platform, underlying software, algorithms, interfaces, workflows, documentation, analytics engines and platform learnings in relation to the Lifebit Platform.

**7.2 No Assignment:** Nothing in this Agreement transfers any Lifebit IP to End Client.

## 8. THIRD-PARTY SERVICES

End Client acknowledges that Lifebit uses third-party hosting and infrastructure providers (e.g., AWS). Such services are governed by the relevant third-party terms.

## 9. AUDIT & COOPERATION

9.1 Where End Client is subject to regulatory, statutory, or institutional oversight, Lifebit shall reasonably cooperate with required audits, inspections, assessments, or investigations relating to Client Data, subject to Lifebit's obligations of confidentiality and protection of its proprietary materials.

9.2 Audits will not provide access to Lifebit's proprietary materials not relevant to Client Data processing.

## 10. WARRANTIES

10.1 Lifebit warrants that:

- a. it has the right and authority to grant the licence;
- b. the Services will materially conform to published documentation;
- c. it complies with applicable Data Privacy Laws.

10.2 **Disclaimer:** Except as provided above, the Services are provided "as is". Lifebit disclaims all other warranties, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## 11. LIMITATION OF LIABILITY

11.1 **No Indirect Damages:** Neither party is liable for indirect, consequential, punitive or special damages.

11.2 **Liability Cap:** Except for (i) breaches of confidentiality, or (ii) IP infringement claims, each party's total aggregate liability in any 12-month period is limited to the Fees paid by End Client to Lifebit in the preceding 12 months.

11.3 **Privacy Breach Cap:** Lifebit's liability for breaches of data privacy involving Client Data is capped in aggregate at USD \$1,000,000.

## 12. SUSPENSION, TERM & TERMINATION

12.1 This Agreement continues for the Term defined in the applicable SOW.

12.2 Either party may terminate for material breach not cured within 30 working days.

12.3 Upon termination, End Client's access is revoked, and Lifebit will securely return or destroy Client Data upon request.

12.4 Lifebit may suspend or restrict access to the Lifebit Platform where it reasonably determines that (a) this Agreement or any applicable policy has been breached, (b) a security or privacy risk exists, (c) undisputed Fees are overdue, (d) End Client's use is disrupting the Platform or third-party systems, or (e) suspension is required by law or regulatory direction. Lifebit will give prior notice of suspension where reasonably practicable, or otherwise notify End Client promptly thereafter. Restoration. Access will be restored once the underlying issue is resolved to Lifebit's reasonable satisfaction, and suspension does not relieve End Client of payment obligations. Lifebit is not liable for losses arising from a suspension carried out reasonably and in good faith under this clause.

## 13. GOVERNING LAW

This Agreement, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws in force in the jurisdiction in which the Client is incorporated, without regard to conflict-of-laws principles.

The parties irrevocably submit to the exclusive jurisdiction of the courts located in the jurisdiction of the Client's incorporation to settle any dispute arising out of or in connection with this Agreement (including any non-contractual dispute).

## 14. GENERAL

14.1 Assignment requires Lifebit's prior written consent.

14.2 Notices may be delivered by email and are effective upon receipt.

14.3 Invalid provisions will be severed without affecting the remainder.

14.4 This Agreement constitutes the entire agreement regarding its subject matter.

14.5 No reseller or third party may modify this Agreement.

## 15. DISCLAIMER

The Lifebit Platform and its outputs are provided for research and informational purposes only and do not constitute medical, clinical, diagnostic, legal, regulatory, or compliance advice. End Client remains solely responsible for validating all outputs and ensuring that its use of the Platform complies with all applicable laws, regulations, ethical standards, and professional obligations. Lifebit accepts no liability for decisions made or actions taken based on the Platform's outputs.