End-User License Agreement

Last updated: Jun 03, 2024

Legal terms and conditions for usage of Seqera's services.

Table of contents:

- 1. Definitions.
- 2. Customer's Access and Use.
- 3. Customer's Responsibilities.
- 4. License Grants; Restrictions.
- 5. Fees, Payments, and Taxes.
- 6. Warranty Disclaimers.
- 7. Term, Termination, and Survival.
- 8. Limitation of Liability.
- 9. Ownership.
- 10. Confidentiality.
- 11. Notices.
- 12. Governing Law, Jurisdiction, Venue, and No Class Action.
- 13. Force Majeure.
- 14. Relationship of the Parties.
- 15. General.

Effective: May 31, 2024

PLEASE READ CAREFULLY THIS END-USER LICENSE AGREEMENT ("AGREEMENT"), WHICH CONTAINS THE EXCLUSIVE AGREEMENT BETWEEN SEQERA LABS S.L. ("SEQERA"), AND YOU ("CUSTOMER"), REGARDING ACCESS AND USE OF THE SEQERA SYSTEM FOR YOUR PERSONAL AND NONCOMMERCIAL PURPOSES ONLY (AND NOT ON BEHALF OF OR IN CONNECTION WITH ANY OTHER PERSON OR ENTITY). YOU REPRESENT AND WARRANT THAT YOU HAVE FULL LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT UNDER ALL APPLICABLE LAWS. BY ACCESSING OR USING THE SEQERA SYSTEM

("ACCEPTANCE"), YOU WILL CREATE A LEGALLY ENFORCEABLE CONTRACT WHERE YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT WITHOUT MODIFICATION. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS. IF YOU CANNOT OR DO NOT AGREE TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT, YOU ARE PROHIBITED FROM ACCESSING OR USING THE SEQERA SYSTEM.

YOUR ACCESSING OR USING THE SEQERA SYSTEM IN ANY WAY MEANS THAT YOU AGREE TO ALL OF THESE TERMS, AND THESE TERMS WILL REMAIN IN EFFECT WHILE YOU USE THE SEQERA SYSTEM. THESE TERMS INCLUDE THE PROVISIONS IN THIS AGREEMENT, AS WELL AS THOSE IN OUR TERMS OF USE AND THE PRIVACY POLICY.

1. Definitions.

1.1 "Seqera Data" means all data generated by the Seqera System, including without limitation, service and usage data. For clarity, Seqera Data excludes Customer Data and Output.

1.2 "Seqera System" means the software-as-a-service service made available to Customer by Seqera, which are hosted on servers under the control or direction of Seqera and provided for Customer to access and use via the internet, including any derivatives, improvements, enhancements and/or extensions related thereto.

1.3 "Confidential Information" has the meaning set forth in Section 10.1 below..

1.4 "Customer Data" means any data or other content or information provided by or on behalf of Customer to Seqera via the Seqera System, including any Output.

1.5 "Intellectual Property Rights" means all rights of the following types, under the laws of any jurisdiction worldwide: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights; (b) trade secret rights; (c) patent and industrial property rights; (d) other proprietary rights of every kind and nature; and (e) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the above.

1.6 "Output" means the report(s) and output files generated directly from Customer Data via the Seqera System, excluding the templates of such reports, including their structure, organization, design, and presentation.

2. Customer’s Access and Use.

Subject to Customer's full compliance with all the terms and conditions of this Agreement, Seqera will provide Customer with access to the Seqera System in accordance with this Agreement solely for Customer’s use of the Seqera System for noncommercial purposes. Seqera may in its sole discretion modify, enhance or otherwise change the Seqera System.

3. Customer's Responsibilities.

3.1 Equipment. Customer will be responsible for obtaining and maintaining at its expense all the necessary computer hardware, software, services, modems, connections to the internet and other items operated or provided by third parties ("Third Party Services") as required for Customer's access and use of the Seqera

System via the internet. Seqera is not responsible for the operation of any Third Party Services nor the availability, compatibility, or operation of the Seqera System to the extent such availability, compatibility, and operation is dependent upon Third Party Services. Seqera does not make any representations or warranties, and shall have no liability, with respect to Third Party Services or any third party providers.

3.2 Access. Customer shall only use their personal email address not associated with any entity with which Customer has an employment, consulting, advisory, or research relationship with to sign up for Seqera's System under this Agreement if Customer intends to use the Seqera System solely for their personal purposes. Customer acknowledges and agrees that Customer's use of an email address associated with any such entity within the Seqera System constitutes Customer's acknowledgment and agreement that their use shall only be for, on behalf of, or in connection with Customer's work or responsibilities for such entity, and not for Customer's own personal purposes, and such use shall be governed by the master services agreement between such entity and Seqera, whether Seqera's MSA or a separate written agreement ("Enterprise Agreement") or, in the absence of such an Enterprise Agreement, the Terms of Use.

3.3 Account and Unauthorized Use. Customer will be responsible for maintaining the security of Customer account, password(s) and files, and for all uses of Customer account with or without Customer's knowledge or consent. Customer will use reasonable efforts to prevent any unauthorized use of the Seqera System, Seqera Data or the Software (as defined in Section 4.2 below), and will promptly notify Seqera in writing of any unauthorized use that comes to Customer's attention and provide all reasonable cooperation to prevent and terminate such use.

3.4 Terms of Use, Acceptable Use Policy, and Privacy Policy. Customer further acknowledges, agrees to and is bound by Seqera's Terms of Use, Acceptable Use Policy, and Privacy Policy (as they may be updated from time to time), except to the extent expressly and directly in conflict with the terms hereof.

4. License Grants; Restrictions.

4.1 License to Customer. Subject to Customer's full compliance with all the terms and conditions of this Agreement, Seqera hereby grants Customer a limited, non-exclusive, non-transferable license, without right of sublicense, during the Term, to access and use the Seqera System solely for noncommercial purposes.

4.2 Restrictions. Customer shall not, and shall not permit any third party to: (a) decompile, disassemble or reverse engineer the Seqera System, or otherwise attempt to discover the source code, object code, logic, process or underlying methodology, structure, ideas or algorithms of the Seqera System, or related trade secrets, or any software, documentation or data related to the Seqera System ("Software"); (b) use the Seqera Data or Seqera System (or any portion thereof) for, on behalf of, or in connection with any other person or entity (including in connection with any relationship of employment, consulting, or advisory relationship) with another person or entity, institution, university, lab, or any other entity; (c) use the Seqera Data or Seqera System (or any portion thereof) except to the extent permitted in Section 4.1, or other than (i) in accordance with this Agreement and (ii) in compliance with all applicable laws and regulations; (d) modify or create any derivative work of any part of Seqera Data or Seqera System (or any portion thereof); (e) market, sublicense, publish, distribute, reproduce, resell, assign, transfer, rent, lease, loan, or otherwise permit third parties to use the

Seqera Data or Seqera System (or any portion thereof); (f) use the Seqera Data or Seqera System (or any portion thereof) for commercial time-sharing or service-bureau use, or for any purpose other than Customer's own internal noncommercial use; or (g) publish any results of benchmark tests run on the Seqera System.

4.3 Customer Data Usage. Customer hereby grants Seqera a license to use Customer Data and Output for the sole purposes of: (a) providing the Seqera System and related services to Customer as set forth in this Agreement; (b) testing, improving, and providing Seqera's products and services; and (c) enforcing its rights under this Agreement.

4.4 Reservation of Rights. Seqera reserves all rights to the Seqera Data or Seqera System (or any portion thereof) not otherwise expressly granted in this Section 4.

5. Fees, Payments, and Taxes.

5.1 Fees. Currently, Customer's use of the Seqera System under this Agreement is free. In the event that Customer selects a free plan in violation of the requirements set forth in the Terms of Use, Customer's use of the Seqera System shall be subject subject to the applicable rate charges set forth on Seqera's then-current Plan and Price List (see www.seqera.io/pricing for more information) according to Customer's use.

5.2 In the event any fees are assessed hereunder, Customer agrees to pay such invoiced fees without any right of set-off or deduction, which payments will be due within thirty (30) days of Customer's receipt of an invoice from Seqera. Customer

agrees fees will be paid within thirty (30) days of the applicable invoice date as direct wire transfer to the bank account specified by Seqera, without deductions or charges of any kind. Except as expressly set forth herein, all fees paid by Customer are non-refundable and cannot be set off or abated against any other sums due or payable. Customer will pay Seqera an additional sum equivalent to the legal interest rate prevailing at that time increased by three percent (3%) per annum or the maximum amount permitted by applicable law, whichever is less, on any fees not fully paid when due under this Agreement until any such amount is paid in full.

5.3. Taxes. Any fees assessed hereunder are exclusive of any taxes. Customer will be responsible for all taxes, including sales, use, or withholding taxes, VAT, export or import taxes, excluding taxes on Seqera's net income.

6. Warranty Disclaimers.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SEQERA DATA, THE SEQERA SYSTEM (OR ANY PORTION THEREOF), AND ALL RELATED INFORMATION, TECHNOLOGY, AND SERVICES PROVIDED BY OR ON BEHALF OF SEQERA ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SEQERA EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF ADVISED OF THE PURPOSE), ACCURACY, TITLE, AND/OR NON-INFRINGEMENT. IN ADDITION, SEQERA DOES NOT WARRANT THAT ACCESS TO SEQERA DATA OR THE SEQERA SYSTEM (OR ANY PORTION THEREOF) WILL BE UNINTERRUPTED OR ERROR FREE, THAT SEQERA DATA OR THE SEQERA SYSTEM (OR ANY PORTION THEREOF) WILL MEET CUSTOMER'S

NEEDS, OR THAT DATA WILL NOT BE LOST, OR THAT SEQERA DATA OR THE SEQERA SYSTEM (OR ANY PORTION THEREOF) IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

7. Term, Termination, and Survival.

7.1 Term. This Agreement shall commence on the date of Acceptance by Customer, until terminated by either party pursuant to this Agreement.

7.2 Termination. Either party may terminate this Agreement on thirty (30) days' prior written notice to the other party with or without cause. Seqera may suspend or terminate Customer's free access to the Seqera System immediately at any time upon notice to Customer for any breach of this Agreement by Customer.

7.3 Survival. Upon termination or expiration of this Agreement, all licenses granted hereunder shall immediately terminate. The following provisions shall survive any termination or expiration of this Agreement: Sections 1, 4.2(b) and (c), 4.3, 4.4, 5, 6, 7.3, and 8 through 15 (inclusive).

8. Limitation of Liability.

THE AGGREGATE LIABILITY OF SEQERA (OR ITS LICENSORS OR SUPPLIERS) IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION CONTRACT, STRICT LIABILITY, NEGLIGENCE AND/OR OTHER TORT, SHALL IN NO EVENT EXCEED FIVE HUNDRED U.S. DOLLARS ($500). IN NO EVENT WILL SEQERA (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION

DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR DATA USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY RELATED TO THE PROCUREMENT OF SUBSTITUTE GOODS. THE FOREGOING LIMITATIONS FORM AN ESSENTIAL BASIS FOR THIS AGREEMENT AND SHALL SURVIVE REGARDLESS OF THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE.

9. Ownership.

9.1 Seqera's Ownership Rights. Subject only to the limited license expressly granted under this Agreement, as between Seqera and Customer, Seqera shall retain all right, title, and interest in and to the Seqera Data or Seqera System (and all portions thereof) (excluding the Customer Data), and all Intellectual Property Rights therein. Nothing in this Agreement will confer on Customer any right of ownership or interest in the Seqera Data or Seqera System (or any portion thereof) (excluding the Customer Data), and all Intellectual Property Rights therein. To the extent Customer has or obtains any right, title, or interest in the Seqera Data or Seqera System (or any portion thereof) (excluding the Customer Data), or any Intellectual Property Rights therein, Customer hereby assigns, and agrees to assign, without further consideration, to Seqera all such right, title, and interest Customer may have or obtain.

9.2 Customer's Ownership Rights. Subject only to the limited license expressly granted hereunder, as between Customer and Seqera, Customer shall retain all right, title and interest in and to the Customer Data and Output, and all Intellectual Property Rights therein. Nothing in this Agreement will confer on Seqera any right of ownership or interest in the Customer Data, or the Intellectual Property Rights

therein. Notwithstanding the foregoing, Customer acknowledges and agrees that if Customer uses the Seqera System for, on behalf of, or in connection with any entity, such entity may have certain rights over the Customer Data and Output (such as the right to access, edit, export, or delete, or right to grant access to third parties) and may request Seqera to transfer the Customer Data and Output for which it has rights from Customer's Personal Account over to such entity. Customer further acknowledges and agrees that Customer may be subject to any agreement Customer has entered into with such entity, and such agreement and/or such entity, not this Agreement or Seqera, decides and controls what rights such entity may have over Customer's Customer Data and Output.

9.3 Feedback. Either party may voluntarily provide feedback, suggestions, ideas, enhancement requests, recommendations or other information (the "Feedback") to the other about the other party's Confidential Information and/or products and services. Each party shall be free to use or exploit the Feedback provided to it without further consideration or compensation to the other party.

10. Confidentiality.

10.1 "Confidential Information" means any nonpublic information disclosed by or on behalf of one party (as discloser) to the other party (as recipient) under this Agreement in any form, which (i) the discloser identifies as "Confidential" or "Proprietary" or (ii) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Confidential Information includes Seqera pricing, technical and performance information about the Software and Support as well as all technology, software, or proprietary information underlying its products and services, and trade secrets of either party.

10.2 The party receiving Confidential Information ("Receiving Party") from the other party ("Disclosing Party") agrees not to use or disclose it to any third party except as expressly permitted in this Agreement, without the Disclosing Party's prior written consent. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to its and its Affiliates' consultants and contractors who reasonably need to know such Confidential Information and which consultants and contractors are bound by obligations of confidentiality substantially similar to the terms of this Agreement, provided that the Receiving Party shall be liable for any disclosure of Confidential Information by its consultants and contractors.

10.3 The Receiving Party shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of the Disclosing Party's Confidential Information, but in no event less than reasonable care. In the event of any termination or expiration of this Agreement, each party will either return or, at the Disclosing Party's request, destroy the Confidential Information of the other party; provided however, that each Receiving Party may retain copies of the Disclosing Party's Confidential Information for routine backup and archival purposes, subject to the confidentiality obligations set forth in this Agreement.

10.4 Notwithstanding the foregoing, the obligations set forth in this Section 10 shall not apply with respect to any information that: (i) prior to disclosure by the Disclosing Party, was already in the possession of the Receiving Party without confidentiality restrictions; (ii) is already or becomes generally available to the public other than as a result of the Receiving Party's breach of this Agreement; (iii) was rightfully disclosed to it by a third party without restriction; or (iv) is independently developed by the Receiving Party without use of the Confidential

Information of the Disclosing Party. The Receiving Party may make disclosures required by law or court order provided that, if practicable, the Receiving Party provides adequate notice and assistance to the Disclosing Party for the purpose of enabling the Disclosing Party to prevent or limit the disclosure.

11. Notices.

All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.

12. Governing Law, Jurisdiction, Venue, and No Class Action.

This Agreement is governed and interpreted in accordance with the laws of Spain, and parties hereby submit to the exclusive jurisdiction of the courts of the City of Barcelona (Spain) and the Customer hereby irrevocably consent to the exclusive jurisdiction and venue of these courts. The parties agree that any dispute resolution proceeding under this Agreement will take place on an individual basis and that class arbitrations and class actions are not permitted. CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER AND SEQERA IS EACH WAIVING THEIR RIGHT TO PARTICIPATE IN A CLASS ACTION.

13. Force Majeure.

Neither party shall be liable for delay or failure in any of its performance hereunder (other than an obligation to pay fees) due to causes beyond its reasonable control, including but not limited to, an act of God, strike, blockade, war, act of terrorism,

riot, Internet or utility failures, natural disaster, or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent.

14. Relationship of the Parties.

The relationship between the parties shall only be that of independent contractors. Neither party is an agent, representative, partner, employer, or employee of the other party, and neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

15. General.

Customer shall not assign nor transfer any of its rights, obligations or benefit under this Agreement to any third party without the prior written consent of Seqera, except that Customer may transfer the Customer Data and Output (or portion thereof) to an entity that has an Enterprise Agreement with Seqera. Seqera may freely assign or transfer this Agreement without consent of Customer. Any purported transfer or assignment in violation of this section is void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Agreement (including the Terms of Use, Acceptable Use Policy, and Privacy Policy referenced herein) is the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, and all prior and contemporary proposals and discussions relating to the subject matter of this Agreement, and controls over the preprinted terms of any purchase order or similar document. Any waiver by either

party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or different kind. All waivers under this Agreement must be in a writing executed by a duly authorized representative of each of the parties. If any provision of this Agreement is determined to be unenforceable, that provision will be replaced with the valid one that most closely achieves the parties' intent and the remainder of this Agreement will remain enforceable. Seqera reserves the right to change the terms of this Agreement at any time upon prior notices to Customer. Customer may opt out of the changes within 30 days after the notice, in which event Customer may not be able to use the Seqera System, or portions thereof. Customer's continued use of the Seqera System after the 30-day period shall constitute its acceptance of the changes. Except for changes by Seqera as described here, no other amendment or modification of this Agreement will be effective unless in writing and signed by both parties.