

LUMINULTRA™ CLOUD END USER LICENCE AGREEMENT

IMPORTANT – READ BEFORE DOWLOADING, INSTALLING, COPYING OR USING THE LICENCED SOFTWARE.

This Cloud End User Licence Agreement (“**EULA**”), made and entered into as of the time and date you click “I accept” (the “**Effective Date**”), is a legal agreement between you and LuminUltra Technologies Ltd. (“**LuminUltra**”) or its subsidiaries: LuminUltra Technologies UK Ltd. (UK), LuminUltra Technologies Inc. (USA), LuminUltra Technologies SAS (France) or Mastiline B.V. (The Netherlands) and governs the use of the LuminUltra Digital platform software and applications such as LuminUltra Cloud, GeneCount Dashboard, BugCount Online, MyLuminUltra (the “**Software**”) and the documentation made available for use with the Software (the “**Documentation**”) and is not limited to the above-mentioned applications as the Digital platform evolves. By downloading, installing, copying, or otherwise using the Software and/or Documentation, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not download, install, copy or use the Software or Documentation. IF YOU ARE ENTERING INTO THIS EULA ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE ENTITY TO THIS EULA, IN WHICH CASE “YOU” WILL MEAN THE ENTITY YOU REPRESENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS EULA, THEN LUMINULTRA DOES NOT AGREE TO LICENCE THE SOFTWARE TO YOU, AND YOU MAY NOT DOWNLOAD, INSTALL, COPY OR USE IT.

1. LICENCE.

- 1.1. Licence Grant. Subject to the terms of this EULA, LuminUltra hereby grants you a non-exclusive, non-transferable licence, without the right to sub-licence, during the term of this EULA to access and use the Software and, if applicable, use the Documentation provided with the Software as part of a service solution provided to you by LuminUltra.
- 1.2. Limited Rights. Your rights in the Software are limited to those expressly granted in Section 1.1 of this EULA, and no other licences are granted whether by implication, estoppel or otherwise. LuminUltra reserves all other rights, title and interest in and to the Software not expressly granted under this EULA.
- 1.3. Third Party Licence Obligations. You acknowledge and agree that the Software may include or incorporate third-party technology (collectively the “**Third-Party Components**”), which is provided for use in or with the Software and not otherwise used separately. If the Software includes or incorporates Third-Party Components, then the third-party pass-through terms and conditions (the “**Third-Party Terms**”) for the particular Third-Party Component will be bundled with the Software or otherwise made available online as indicated by LuminUltra and will be incorporated by reference into this EULA. In the event of any conflict between the terms of this EULA and the Third-Party Terms, the Third-Party Terms shall govern. Copyright to Third-Party Components are held by the copyright holders indicated in the copyright notices indicated in the Third-Party Terms.

2. USE OF SOFTWARE. Licence Restrictions. Except as expressly authorized under this EULA, you agree that you will not (nor allow third parties to):

- i. copy and use Software outside of the authorized Software as a service solution;
- ii. reverse engineer, decompile, disassemble (except to the extent applicable laws specifically require that such activities be permitted) or attempt to derive the source code, underlying ideas, algorithm or structure of Software provided to in in object code form;
- iii. sell, transfer, assign, distribute, rent, loan, lease, sub-licence or otherwise make available the Software or its functionality to third parties in any way;
- iv. modify, translate or otherwise create any derivative works of any Software;
- v. use the Software, or allow its use, transfer, transmission or export in violation of any applicable control laws, rules or regulations;
- vi. distribute, permit access to, or sub-licence the Software as a standalone product;

- vii. bypass, disable, circumvent or remove any form of copy protection, encryption, security or digital rights management, authentication mechanism, or account registration system used by LuminUltra in connection with the Software;
- viii. use the Software for the purpose of developing competing products and/or technologies or assisting a third party in such activities;
- ix. use the Software with any system or application where the use or failure of such system or application can reasonably be expected to threaten or result in personal injury, death, or catastrophic loss;
- x. distribute any modification or derivative work you make to the Software under or by reference to the same name used by LuminUltra; or
- xi. use the Software, or cause the Software to be used, in any manner that would threaten the functionality and integrity of the Software.

3. ACCOUNTS AND SECURITY.

- 3.1. Accounts. Certain areas of the Software may require registration or may otherwise ask you to provide information to participate in certain features or access certain content. If you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Software.
- 3.2. Registration. In order to use the Software, you must complete the specified registration process by providing LuminUltra with current, complete and accurate information as requested by the applicable online registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data and any loss caused by your failure to do so is your responsibility. You must maintain and update the registration data and any other information you provide to us. You are responsible for any and all activities that occur under your account. You agree to notify LuminUltra of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any user ID, password, or other information which provides you access to the Software. LuminUltra is not liable for any loss that you may incur as a result of someone else using your account, either with or without your knowledge.

- 4. **TERM AND TERMINATION.** This EULA and your licence rights hereunder shall become effective upon the Effective Date and shall remain in effect for the duration of your licence, unless earlier terminated as provided in this section. This EULA may be terminated upon written notice in the event of breach of any of the terms of this EULA. Termination of this EULA shall not release the parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this EULA to survive termination. Notwithstanding the foregoing, the party terminating this EULA shall incur no additional liability merely by virtue of such termination. Termination of this EULA regardless of cause or nature shall be without prejudice to any other rights or remedies of the parties and shall be without liability for any loss or damage occasioned thereby. Upon any expiration or termination of this EULA, you must promptly discontinue use of the Software. Upon written request, you will certify in writing that you have complied with your obligations under this section.

5. SOFTWARE UPDATES.

- 5.1. Updates. LuminUltra may make available for download certain Software updates or upgrades to the Software to update, enhance or further develop the Software (the “**Software Updates**”). The license granted herein allows you to download and use the Software Updates to update the Software on any device that you own or control. This EULA does not allow you to update devices that you do not own or control, and you may not make the Software Updates available over a network where it could be used by multiple devices or multiple computers at the same time. You may not make any copies of the Software Updates, unless such copy is authorized in writing by LuminUltra.

5.2. Automatic Updates. LuminUltra may, at its discretion, automatically download Software Updates to your device. You agree to accept these Software Updates. You must comply with all domestic and international export laws and regulations that apply to the Software and Software. These laws include restrictions on destinations, end users and end use.

6. **CONSENT TO COLLECTION AND USE OF INFORMATION.** You hereby agree and acknowledge that the Software may access, collect non-personally identifiable information about, update, or configure your device systems in order to i) properly optimize such systems for use with the Software; ii) deliver software and services, or content through the Software; iii) optimize, maintain, repair and/or administer LuminUltra products and services; and/or iv) deliver LuminUltra marketing communications to you. You also hereby agree and acknowledge that the Software may access and collect, on a non-personally identifiable and non-attributable basis, information and data relating to your substantive use of the Software for LuminUltra's own use in the research and development of LuminUltra products and/or services. Information accessed and collected by the Software includes, but is not limited to, hardware configuration and ID, operating system and driver configuration, installed applications, applications settings, performance and usage metrics of the Software, raw data and/or sample data submitted through the use of the Software, and testing and/or data analysis results. To the extent that you use the Software, you hereby consent to all of the foregoing, and represent and warrant that you have the right to grant such consent.
7. **OWNERSHIP OF DATA.** All data and information submitted to or collected by LuminUltra under this EULA (the "Collected Data") is and shall remain your exclusive property and shall be considered your confidential information. The Collected Data (a) shall not be used by LuminUltra other than pursuant to this EULA, (b) shall not be disclosed, sold, assigned, leased, or otherwise provided to third parties by LuminUltra except LuminUltra's affiliates and/or subsidiaries, and (c) shall not be commercially exploited by or on behalf of LuminUltra, except to the extent described in and permitted under Section 6 of this EULA.
8. **INTELLECTUAL PROPERTY OWNERSHIP.** The Software and all modifications, and all of the respective intellectual property rights therein, including but not limited to all patents, trade-marks and copyrights, are and will remain the sole and exclusive property of LuminUltra or its licensors, whether the Software is separate from or combined with any other products or materials. You shall not engage in any act or omission that would impair LuminUltra's and/or its licensors' intellectual property rights in the Software or any other materials, information, processes or subject matter proprietary to LuminUltra. LuminUltra's licensors are intended third-party beneficiaries with the right to enforce provisions of this EULA with respect to their confidential information and/or intellectual property rights.
9. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, LUMINULTRA OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL), OR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE USE OR PERFORMANCE OF SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION AND WHETHER OR NOT LUMINULTRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **NO WARRANTIES.** THE SOFTWARE IS PROVIDED BY LUMINULTRA "AS IS" AND LUMINULTRA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. LUMINULTRA DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. YOU ACKNOWLEDGE THAT LUMINULTRA'S OBLIGATIONS UNDER THIS EULA ARE FOR THE BENEFIT OF YOU ONLY. Nothing in this

warranty section affects any statutory rights of consumer or other recipients to the extent that they cannot be waived or limited by contract under applicable law.

11. MISCELLANEOUS.

- 11.1. Compliance with terms. During the term of this EULA and for a period of three (3) years thereafter, you will maintain all usual and proper books and records of account relating to the Software provided under this EULA and cooperate with LuminUltra or its affiliates to verify your compliance with the terms of this EULA.
- 11.2. Entire Agreement. This EULA constitutes the entire agreement of the parties with respect to the use of the Software and supersedes all prior negotiations, conversations, or discussions between the parties relating to the subject matter hereto, oral or written, and all past dealings or industry practice.
- 11.3. Conflicting Terms. Any conflicting terms and conditions on purchase order(s), service agreement, product agreement, or any other documents issued are null, void, and invalid.
- 11.4. Assignment. This EULA and the rights and obligations hereunder may not be assigned by you, in whole or in part, including by merger, consolidation, dissolution, operation of law, or any other manner, without written consent from LuminUltra, and any purported assignment in violation of this provision shall be void and of no effect. LuminUltra may assign, delegate or transfer this EULA and its rights and obligations hereunder, and if to a non-affiliate you will be notified.
- 11.5. Independent Contractor. Each party acknowledges and agrees that the other is an independent contractor in the performance of this EULA, and each party is solely responsible for all of its employees, agents, contractors, and labour costs and expenses arising in connection therewith. The parties are not partners, joint ventures or otherwise affiliated, and neither party has any authority to make any statements, representations or commitments of any kind to bind the other party without prior written consent.
- 11.6. Governing Law and Forum. The parties agree that this EULA will be governed by and construed under the laws of the Province of New Brunswick and the laws of Canada applicable therein. The parties consent to the exclusive jurisdiction of the federal and provincial courts located in the City of Fredericton, New Brunswick.
- 11.7. Severability. If any court determines that any provision of this EULA is illegal, invalid, or unenforceable, the remaining provisions remain in full force and effect.
- 11.8. Notice. Any notice delivered by LuminUltra to you under this EULA will be delivered via mail, email or fax. Please direct your notices or other correspondence to LuminUltra Technologies Ltd., 520 King Street, Fredericton, New Brunswick, Canada E3B 6G3.
- 11.9. International Sale of Goods Act (New Brunswick). Pursuant to Section 6 of the *International Sale of Goods Act*, RSNB 2011 c177, the parties agree to expressly exclude the application of the *United Nations Convention on Contract for the International Sale of Goods* to this EULA.