

## **User License Agreement**

**Last modified Oct 7, 2019**

### **General**

Welcome to the Organoid Databases (the “Database”) at the address of <https://organoid.crownbio.com> (the “Website”), (collectively and separately known as the “Databases”) brought to you (the “User”, “You”) by Crown Bioscience, Inc. (the “CrownBio”, “We”).

This User License Agreement (the “ULA”), is a legally binding agreement for the use of the Databases. By accessing, opening, downloading and/or using the Databases, You agree to be legally bound by this ULA.

### **Changes to User Agreement**

We reserve the right to make necessary changes to these terms of the ULA at any time, without prior notice to You. All changes will take immediate effect after having been published on the Website or within the Databases, and by accessing the Databases or using the Data, you accept and agree to all such changes. “Data” shall mean any information or materials contained in the Databases. Your continued use of the Data or Databases constitutes your acceptance of these terms. If you do not wish to be bound by these terms, please exit the Databases and/or terminate your use (or your attempt of use) of the Data.

### **Authorized Use**

You are hereby granted a limited, non-exclusive, non-sublicensable license to use the Data contained in the Databases solely for model selection to be later conducted in a study project carried out by CrownBio and for no other purposes (“Purpose”). You may allow access to the Data to your employees who require such access in connection with the Purpose; provided that such employees are bound by agreement to retain and use the Data in a manner that is consistent with the terms of this ULA, which agreement shall include confidentiality and non-use obligations that are as stringent as contained herein. Unless otherwise authorized by CrownBio, You shall not hold the Data after the completion of the Purpose (“Holding Period”). Upon the expiration of the Holding Period, You shall remove and/or destroy all Data and any intermediate files associated with and/or generated by the use of the Data or the combination of the Data with any other data sets. Notwithstanding the foregoing, You may keep a copy of their final analysis summary of your use of the Data for the Purpose under this ULA.

### **Restrictions of Use**

We may deny you access to all or part of the Databases or any Data without notice if you engage in any conduct or activities not for the Purpose or that We believes violates any term of this ULA. In particular, You may not:

- (i) adapt, modify, translate or use any similar means to the Data to create derivative works or generate intellectual property;
- (ii) decompile, disassemble or otherwise reverse engineer any Data, or use any similar means to discover its underlying composition, structure, source code or trade secrets;
- (iii) alter or remove any copyright symbol or other identification concerning authorship of any of the Data;
- (iv) transfer, disclose, sub-license, sell, republish, repackage, redistribute any of the Data or any portion of thereof; and
- (v) export or reexport any Data in violation of US or other export control laws or regulations.

### **Confidentiality and Non-Use**

All Data and associated non-public information are confidential and proprietary of CrownBio (“Confidential Information”). You agree to maintain in strict confidence and not to disclose to any third party any Data, whether in written, oral, graphic or electronic form. You shall use the Confidential Information only for the Purpose and for no other purpose. You may disclose Confidential Information to your employees requiring access thereto for the Purpose provided each such employee agrees to maintain the Confidential Information in confidence and to use such information solely to for the Purpose. You will take all steps necessary to ensure your employees will comply with the terms and conditions of this ULA.

The obligations set forth above under this section shall not pertain to any information that You can establish by competent written proof:

- (a) at the time of disclosure to You is in the public domain;
- (b) after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this ULA by you or your employees;
- (c) was in your possession at the time of disclosure;
- (d) was subsequently and independently developed by your employees, officers, agents, independent contractors or affiliates who had no knowledge of or access to the Confidential Information;
- (e) is received by You from a third party with the lawful right to disclose such information and who is not bound by any confidentiality obligations with respect to such information.

Notwithstanding the above, You may disclose certain Confidential Information, without violating the obligations of this ULA, to the extent the disclosure is required by a valid order of a court or other governmental body having jurisdiction, provided that You give reasonable prior written notice to CrownBio of such required disclosure and makes a reasonable effort to obtain, or to assist CrownBio in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

### **Ownership & Intellectual Property**

Except as otherwise set forth hereunder, all right, title and interest in and to the Data and the inventions, discoveries, patent rights, confidential information, copyrights, know-how, trade secrets, raw data, technical knowledge or any other intellectual property relating to the Data shall remain the sole property of CrownBio. Except as expressly provided in this ULA, nothing in this ULA shall be construed as conferring on You any express or implied license or option to license the Data or the Confidential Information. ANY INTELLECTUAL PROERTY DISCOVERED OR GENERATED THROUGH YOUR USE OF THE DATABASES/ DATA IN VIOLATION OF THIS ULA SHALL BE SUBJECT TO CROWNBIO'S INTELLECTUAL PROPERTY RIGHTS IN SUCH DATA.

Any results, data, information, or materials generated by You by using the Data for the Purpose under this ULA remain the sole property of You, EXCLUDING:

- (a) Any results, data, information, or materials generated by You by using ONLY the raw data/information and/or any other genomic data/information;
- (b) Any results, data, information, or materials generated by You by using ONLY the efficacy data/information and/or any other standard of care data/information; and;
- (c) Any results, data, information, or materials generated by You by using ONLY the raw data/information and/or any genomic data/information, and the efficacy data/information and/or any other standard of care data/information;

CrownBio retains all right, title, ownership and interest in and to the data and information provided in Section (a), (b) and (c), and You shall not publish papers on or apply for patent for the data and information provided in Section (a), (b) and (c) without first obtaining the CrownBio's consent.

### **Indemnification**

In no event shall CrownBio be liable for any use by User of the Data. You hereby agree to indemnify, defend and hold CrownBio, its Affiliates and their respective officers, directors, employees, independent contractors and agents harmless from all losses, liabilities, damages, costs and expenses of any kind resulting from any suit, action, claim, demand or proceeding of whatsoever kind or nature that may arise from the use of the Data by You.

### **Disclaimer**

THE DATABASES AND ANY DATA CONTAINED THEREIN ARE PROVIDED AS IS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CROWNBIO BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS OF BUSINESS OR PROFITS, OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF, OR INABILITY TO USE, THE DATABASES OR ANY DATA CONTAINED THEREIN EVEN IF CROWNBIO IS PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY OTHER CLAIM BY YOU OR ANY OTHER PERSON.

CrownBio does not warrant that the Database will operate without interruption, that the Data are free of errors, that defects will be corrected or that the Data are free of viruses. You agree that it is your responsibility to conduct adequate procedures regarding virus control (including anti-virus and other security checks) to ensure the particular requirements for accuracy and functionality of data services.

### **Termination**

Your right to use the Data/Databases continues until terminated by CrownBio, which may terminate this ULA and your license to use the Databases at any time, without cause and without notice. You may terminate this agreement at any time by stop accessing the Databases and/or using the Data. This ULA will automatically terminate if you fail to comply with any of the terms of this ULA. Upon termination, you agree to stop using and to stop accessing the Databases and using the Data.

### **Governing Law**

This ULA, and the relationship between You and CrownBio are governed by the laws of the state of California, USA, without regard to its conflict of law principles. Any dispute arising out of or related to your use of the Database and/or Data will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the County of San Diego in the State of California, USA.

### **Injunction**

You acknowledge and agree that with respect to the nature of the Confidential Information, there may be no adequate remedy at law for any breach of your obligations under the confidentiality and non-use provisions of this ULA, that any such breach may result in irreparable harm to CrownBio, and therefore, that upon any such breach, CrownBio shall be entitled to seek equitable relief, in addition to whatever remedies it might have at law, including injunctive relief, specific performance or such other relief as such CrownBio may request to enjoin or otherwise restrain any act prohibited hereby, as well as the recovery of all costs and expenses, including reasonable attorneys' fees.

### **Severability**

If any provision of this ULA is found by a court or other governmental authority of competent jurisdiction to be unenforceable or invalid, such unenforceability or invalidity shall not render this ULA unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law.

### **Entire Agreement**

This ULA sets forth complete and final agreements of CrownBio and You and supersedes and terminates all prior agreements and understanding, written or oral, between the parties hereto, with respect to the subject matter hereof. This ULA may be amended only by a writing signed by the parties.