

## CAMBRIDGE EPIGENETIX LIMITED SOFTWARE LICENCE AGREEMENT

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**THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR:**

- **RESTRICTIONS ON YOUR USE OF THE SOFTWARE AND DOCUMENTATION IN SECTION 2**
- **A DISCLAIMER OF WARRANTIES IN SECTION 4**
- **LIMITATIONS ON OUR LIABILITY IN SECTION 5.**
- **AN INDEMNITY GIVEN BY YOU TO CEGX IN RESPECT OF THIRD-PARTY CLAIMS ARISING AGAINST CEGX IN CERTAIN CIRCUMSTANCES IN SECTION 6**

**IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, YOU MAY NOT DOWNLOAD, USE OR OTHERWISE ACCESS ANY CAMBRIDGE EPIGENETIX SOFTWARE.**

**You should print a copy of this Licence for future reference.**

### **1 Grant and scope of licence**

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- 1.1 In consideration of your agreeing to abide by the terms of this Licence, we grant to you a non-exclusive, non-transferable licence to use the Software and the Documents on the terms of this Licence.
- 1.2 You may: (i) download, install and use the Software for your internal business purposes only; (ii) provided you comply with the provisions in Section 2, make only sufficient copies of the Software to enable internal use or back-up of the Software (unless otherwise agreed with CEGX in writing) ; (iii) receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as may be provided by us from time to time; and (v) use any Documents in support of the use permitted under this Licence and make a reasonable number of copies of the Documents as are reasonably necessary for its lawful use.

## 2 Restrictions

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- 2.1 You may not provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than your employees without prior written consent from us.
- 2.2 The Software and Documentation are provided for research use only and should not be used for any diagnostic or clinical purposes. Unless expressly stated in the Documentation, the Software is not licensed by any regulatory body, and is not intended to meet any regulatory or other standard.
- 2.3 The Software and Documentation may only be used in conjunction with, or in relation to results derived from, CEGX products, and not for any other purpose.
- 2.4 The Software may contain, be provided with, or be intended to operate or interact with, other CEGX software or firmware, or third-party software or firmware (**Other Software**). Other Software may include open-source software. All Other Software will be subject to the terms, conditions and use restrictions contained in any licence agreements or documentation accompanying, or applicable to such Other Software (**Other Licence Terms**). You may use the Software in combination with Other Software provided you do so in compliance with this Licence. However, nothing in this Licence is intended to restrict or otherwise modify any Other Licence Terms. Where applicable, notice of the inclusion of Other Software in the Software will be set out in the relevant Documents.
- 2.5 Except as expressly set out in this Licence or as permitted by any local law, you undertake: (i) not to copy the Software or Documents except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security; (ii) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documents; (iii) not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs; (iv) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving interoperability of the Software with another software program, and provided that the information obtained by you during such activities: (a) is used only for the purpose of achieving interoperability of the Software with another software program; and (b) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and (c) is not used to create any software which is substantially similar to the Software; (v) to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software; (vi) to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence; (vii) to include our copyright notice on all entire and partial copies you make of the Software on any medium; (viii) to comply with all applicable technology control or

export laws and regulations; and (ix) not use the Software via any communications network or by means of remote access.

### **3 Intellectual property rights**

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- 3.1 You acknowledge that all intellectual property rights in the Software and the Documents anywhere in the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documents other than the right to use them in accordance with the terms of this Licence.
- 3.2 You acknowledge that you have no right to have access to the Software in source code form.
- 3.3 If you make any improvements to the Software (**Improvements**), you hereby grant to CEGX a fully paid up, royalty-free, worldwide, perpetual, transferable, non-exclusive right and license under all intellectual property rights associated with those Improvements, to reproduce, perform, display, distribute, modify and prepare derivative works of, make, use, sell, offer to sell, import and export products, including software products, based upon the Improvements. You agree to notify us of any Improvements promptly in writing.

### **4 Disclaimer of warranties**

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- 4.1 Except to the extent expressly set out in any Documentation, or otherwise agreed in writing with CEGX, CEGX does not give any warranty to you, and hereby disclaims (to the extent permitted by English law) all such warranties (whether express, statutory, or implied), in relation to the Software and Documentation, and any results which may be derived from the use of the Software.

### **5 Limitation of liability**

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- 5.1 You acknowledge that the Software is provided 'AS IS', and has not been developed to meet your individual requirements, including any particular cybersecurity requirements you might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documents meet your requirements.
- 5.2 We only supply the Software and Documents for internal use by your business, and you agree not to use the Software or Documents for any re-sale purposes, or to provide services to any third party.
- 5.3 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for: (i) loss of profits, sales, business, or revenue; (ii) business interruption; (iii) loss of anticipated savings; (iv) loss or corruption of data or information; (v) loss of business opportunity, goodwill or reputation; (vi) where any of the losses in (i) to (v) are direct or indirect; or (vii) any special, indirect or consequential loss, damage, charges or expenses.
- 5.4 Other than the losses set out in Section 5.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to either: (i) a sum equal to 100%

of any fees paid by you to CEGX for the use of the Software, or (ii) £500, whichever is greater. This maximum cap does not apply to Section 5.5.

- 5.5 Nothing in this Licence shall limit or exclude our liability for: (i) death or personal injury resulting from our negligence; (ii) fraud or fraudulent misrepresentation; (iii) any other liability that cannot be excluded or limited by English law.
- 5.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documents. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documents which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## **6 Indemnity**

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- 6.1 You agree to indemnify CEGX on demand against any third-party claim, proceeding or action (**Claim**) made against CEGX arising from or in connection with your use of the Software: (i) in breach of this Licence; (ii) for any clinical purpose or application, (iii) in violation of any applicable law or regulation; or (iv) in the provision of services under any 'fee for service' agreement or other arrangement. You agree to pay all damages awarded, and settlements approved by you, in connection with this indemnity, provided that: (a) CEGX provides to you written notice of the Claim within 30 days of receipt by us of such Claim, (ii) CEGX allows you to control the defence and settlement of the Claim, and (iii) CEGX provides you with reasonable assistance in connection therewith, at no charge to you. We may employ counsel at our own expense to assist you with respect to any such Claim, provided that this shall not obligate you or your counsel to consult with or advise our counsel, nor affect your control of the defence and settlement of the Claim.

## **7 Termination**

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- 7.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 7.2 On termination for any reason: (i) all rights granted to you under this Licence shall cease; (ii) you must immediately cease all activities authorised by this Licence; and (iii) you must immediately and permanently delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software and Documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## **8 Communications between us**

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- 8.1 We may update the terms of this Licence at any time on notice to you in accordance with this Section 8. Your continued use of the Software and Documents following the deemed receipt and service of the notice under Section 8.4 will constitute your acceptance to the terms of this

Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Software and Document on the deemed receipt and service of the notice.

- 8.2 If we have to contact you, we will do so by email or by pre-paid post to the address you provided during the download process, or otherwise in accordance with your order for, or registration of, the Software.
- 8.3 If you need to contact us at any time, you can do so at [info@cambridge-epigenetix.com](mailto:info@cambridge-epigenetix.com).
- 8.4 Note that any notice: (i) given by us to you will be deemed received and properly served 24 hours after it is first posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter; and (ii) given by you to us will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.
- 8.5 In proving the service of any notice, it will be sufficient to prove, in the case of posting on our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

## 9 Events outside our control

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- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below, in Section 9.2.
- 9.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.
- 9.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence: (i) our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and (ii) we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

## 10 How we may use your personal information

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Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Software and the Documents and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided at [www.cambridge-epigenetix.com/legal](http://www.cambridge-epigenetix.com/legal), and it is important that you read that information.

## 11 Other important terms

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- 11.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 11.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 11.3 This Licence and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Licence, or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence or any document expressly referred to in it.
- 11.4 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 11.5 Each of the Sections of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining Section will remain in full force and effect.
- 11.6 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.