TERMS OF USE

Last Updated: September 7, 2023

These Terms of Use ("**Terms**") are entered into between Vcreate, Inc. ("**Vcreate**") and Licensee (defined below) and govern Licensee's use of Vcreate's proprietary web-based software application for analyzing T-cell receptors (TCRs), major histocompatibility complex (MHC) alleles, and presented peptides ("**Software**"). As used in these Terms: (1) "**Licensee**" means: (a) in the case of an individual who accepts these Terms or otherwise accesses the Software on his or her own behalf, such individual; or (b) in the case of an individual who accepts these Terms or otherwise accesses the Software on behalf of a company or other legal entity, the company or legal entity; and (2) "**Party**" refers to Licensee or Vcreate individually and "**Parties**" refers to Vcreate and Licensee collectively.

By accepting these terms through the required process or otherwise accessing the software, the licensee agrees that the licensee has read, understood, and agrees to be bound by these terms. If the licensee does not agree to these terms, then the licensee may not use the software.

1. **General.**

(a). Overview.
The Software is designed to allow Licensee to: (1) upload a dataset of TCR sequences (2) enter a target peptide as a sequence of amino acids; (3) optionally select a MHC allele from a dropdown list (4) analyze potential interactivity between the uploaded TCR sequences and provided peptide and MHC, obtaining the results of such evaluations ("**Results**") as displayed on the website and provided as a link to download. The TCR-target combinations described in the preceding (1), (2), and (3) that Licensee may submit to the Software for evaluation are referred to in these Terms as "**Queries**." The number of Queries that Licensee may submit to the Software will be uncapped. Vcreate may publish and disclose information related to Queries submitted to the software, including, without limitation, the name of the organization that submitted the query.

(b). Eligibility. The person who accepts these terms or otherwise accesses the software must be at least 18 years of age and otherwise have the legal capacity to enter into a binding contract. If such a person is not at least 18 years of age and does not otherwise have such legal capacity, then such person cannot accept these terms.

(c). Accounts. To obtain access to the Software, Licensee must register an account ("**Account**") with Vcreate on the website located at https://vcreate.io/tapir. Licensee must register with an email address associated with a company or an academic or scientific institution. If Licensee is unable to provide an email address associated with a company or an academic or scientific institution that is recognized by Vcreate, then Licensee may email Vcreate at support@vcreate.io with a detailed description of any present affiliation with a company or an academic or scientific institution that will enable Vcreate to verify Licensee's identity, and Vcreate will determine Licensee's eligibility for an Account in its sole discretion. No more than one (1) Account may be created by or on behalf of Licensee. Following Account registration, Vcreate will issue to Licensee credentials for Licensee's Account. Licensee may not share these credentials with any third party (except Authorized Users (defined in Section 2(c)), if applicable). Licensee is solely responsible for the security of Licensee's Account and all use of the Software attributable to Licensee's Account. Vcreate has the right to monitor use of Licensee's Account to ensure compliance with these Terms.

(d). Privacy and Communications. Licensee's use of the Software is also subject to Vcreate's Privacy Policy. By using the Software, Licensee consents to receiving certain electronic communications from Vcreate as further described in the Privacy Policy. Please read the Privacy Policy to learn more about Licensee's choices regarding Vcreate's electronic communications practices. Licensee agrees that any notices, agreements, disclosures, or other communications that Vcreate sends to Licensee electronically will satisfy any legal communication requirements, including, without limitation, that such communications be in writing.

(e). Consideration. Vcreate currently provides access to the Software for free. In return for enjoying this free access, Licensee acknowledges and agrees that Vcreate may generate revenues, increase goodwill or otherwise increase the value of Vcreate in connection with Licensee's use of the Software, and Licensee will have no right to share in any such revenues, goodwill or value. Vcreate, in its sole discretion, may eventually charge fees to access the Software. Vcreate will provide advance notice of any such fees before they take effect.

(f). <u>Support</u>. Licensee may request that Vcreate provide commercially reasonable support services in an effort to correct any reproducible malfunctions with the Software by emailing Vcreate at support@vcreate.io. Vcreate has no obligation to provide such support services. Vcreate may decide to provide support services, on a case-by-case basis, in its sole discretion and on terms to be dictated solely by Vcreate. Vcreate providing support services in one instance does not entitle Licensee to support services in any other instance.

2. **Proprietary Rights.**

(a). <u>Software and Results</u>. Subject to Licensee's complete and ongoing compliance with these Terms, Vcreate hereby grants to Licensee during the Term (defined in Section 4(a)) a non-exclusive, non-transferable (except pursuant to Section 9(c)), non-sublicensable, worldwide, royalty-free and revocable license (exercisable through Authorized Users, if applicable) to: (i) access and use the Software; and (ii) access and use Results, and create a reasonable of number of copies of the Results.

(b). <u>Restrictions.</u> Licensee (and its Authorized Users, if applicable) may not do or attempt to do any of the following: (i) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software or Results; (ii) modify the Software or Results, or sell, lease, license or otherwise commercialize or distribute the Software or Results; (iii) interfere with or disrupt the performance of the Software; (iv) gain unauthorized access to the Software or its related systems or networks; (v) frame or link to the Software or any content or material thereon; (vi) provide any false, incorrect or outdated information to Vcreate in connection with Licensee's use of the Software or Licensee's establishment or maintenance of an Account; (vii) transmit to the Software any virus, worm, spyware or other software code, file or program intended to impair, alter or damage the operation of the Software or its related systems or networks; and (viii) use the Services or Results in any manner that violates any applicable laws, rules or regulations or infringes any third party rights.

(c). <u>Authorized Users</u>. If Licensee is a company or other legal entity, then it: (i) may authorize its employees and consultants to use the Software on its behalf strictly in accordance with these Terms (collectively, "Authorized Users"); (ii) will be liable for any breach of these Terms by any Authorized User; and (iii) will provide Vcreate with a list of all Authorized Users promptly upon Vcreate's request.

(d). <u>Licensee Data and Queries</u>. Licensee hereby grants to Vcreate a non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free and worldwide right to: (i) host, store, reproduce, display and otherwise use Licensee Data to provide and improve their current and future products, services, resources, systems, tools, and businesses; and (ii) publish and disclose the Queries as described in Section 1(a).

(e). <u>Ownership</u>. As between the Parties: (i) Vcreate owns and exclusively retains all right, title and interest in and to the Software, the Results and Queries (subject to Licensee's rights to any Licensee Data that underlies any Query), except to the extent of the license granted in Section 2(a)(i); and (ii) Licensee exclusively owns and retains all right, title and interest in and to Licensee Data and Feedback (defined in Section 2(f)), except to the extent of the licenses granted in Sections 2(d) and 2(f). Each Party retains and reserves all rights that it does not expressly grant to the other in these Terms and does not grant to the other any implied license in these Terms.

(f). <u>Feedback</u>. If Licensee (or any Authorized User, if applicable) makes available to Vcreate, directly or indirectly, feedback, analysis, suggestions and/or comments about any aspect of the Software or Results (collectively, "Feedback"), then Licensee hereby grants to Vcreate a perpetual and irrevocable right to use, exploit and disclose such Feedback to provide and improve their current and future products, resources, systems, tools, services and businesses without any restrictions whatsoever or obligation to provide Licensee with any compensation or credit.

3. **Term and Termination**

(a). <u>Term</u>. These Terms commence upon the first to occur of: (i) Licensee accepting these Terms through the required process; or (ii) the first occasion when Licensee accesses the Software, and will continue until the termination of these Terms ("Term").

(b). <u>Termination</u>. Licensee may terminate these Terms by deleting Licensee's Account. Vcreate reserves the right, in its sole discretion, to restrict or suspend Licensee's access to the Software at any time without prior notice or liability if Licensee breaches any provision of these Terms. Vcreate may further terminate Licensee's Account or these Terms immediately for any or no reason with or without notice to Licensee. Vcreate reserves the right to change, suspend or discontinue all or any part of the Software at any time without prior notice or liability.

(c). <u>Effect of Termination; Survival</u>. Upon termination of these Terms for any reason: (i) the license granted in Section 2(a)(i) will automatically terminate; (ii) the license granted in Section 2(a)(ii) will survive for so long as Licensee exercises such rights in accordance with these Terms.

4. **Representations and Warranties**. Licensee represents and warrants that: (a) Licensee will use the Software and Results in compliance with all applicable laws, rules and regulations and is solely responsible for the same; (b) Licensee Data and Feedback do not, and the use or exploitation of the same as contemplated in these Terms, will not, infringe, misappropriate or violate the privacy rights, publicity rights, intellectual property or other rights of any third party, or any applicable laws, rules or regulations; (c) Licensee has and will have the necessary rights and consents to allow Vcreate to identify Licensee as the source of a Query; (d) all information provided by Licensee in connection with establishing and maintaining Licensee's Account is and shall remain true, accurate, current and complete; (e) entering into these Terms and performing Licensee's obligations under these Terms do not, and will not, breach or otherwise conflict with Licensee's obligations to any third party; (f) Licensee has had the opportunity to consult with independent legal counsel prior to accepting these Terms even if Licensee has chosen not to do so; (g) if Licensee is an individual, then such individual is at least 18 years of age and otherwise has the legal capacity to enter into these Terms; and if Licensee is a company or other legal entity, then it has all required authority to enter into these Terms.

5. **Limitations on Liability and Disclaimers**. Without limiting any terms set forth elsewhere in these Terms, the following terms in this Section 5 apply to the fullest extent permitted by law:

Neither Vcreate nor any of its affiliates, licensors or suppliers represent or warrant that: (i) the software or results will meet any requirements or needs licensee may have or will operate error free or in an uninterrupted fashion; or (ii) any defects or errors in the software or results will be corrected. The software and results are provided "as is" and Vcreate, its affiliates and their respective suppliers and licensors hereby disclaim all implied warranties in connection with the same, including the warranties of merchantability, noninfringement and fitness for a particular purpose.

In no event will the total liability of Vcreate and its affiliates arising out of or related to these terms exceed one hundred dollars ($100). In no event will Vcreate or any of its affiliates have any liability for any indirect, incidental, special, or consequential damages arising out of or related to these terms (including for lost profits, data or other business opportunities), however caused and on any theory of liability, whether for breach of contract, tort (including negligence) or otherwise. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

Any dispute that licensee has with any party other than Vcreate or any of its affiliates in connection with the software or results is solely between licensee and any such party. Accordingly, licensee hereby irrevocably releases Vcreate and its affiliates from any and all claims, demands and damages of every kind and nature, whether known or unknown, arising out of or in any way connected with such disputes.

6. **Indemnification**. To the fullest extent permitted by law, Licensee agrees to defend, indemnify and hold harmless Vcreate and its Affiliates, and their respective officers, directors, employees, consultants, agents, advisors, vendors and suppliers, from and against all expenses, losses or other liabilities incurred in connection with any third party claim (each, a "Claim") arising from or relating to: (a) any use or misuse of the Software by Licensee; (b) Licensee Data; (c) any breach of these Terms by Licensee; and/or (d) any alleged issue or problem arising from any use of Results by Licensee. Vcreate will provide notice to the Licensee of any Claim. Vcreate reserves the right to assume the exclusive defense and control of any Claim if Vcreate determines, in its sole discretion, that Licensee is unwilling or incapable of sufficiently defending Vcreate's interests in connection with the Claim. Under such circumstances, Licensee agrees to cooperate with Vcreate to assist in the defense of the applicable Claim at Licensee's sole expense.

7. **Dispute Resolution**.

(a) <u>General</u>. In the interest of resolving disputes between Licensee and Vcreate in the most expedient and cost effective manner, Licensee and Vcreate agree that any dispute arising out of or in any way related to these Terms or Licensee's use of the Software will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to these Terms, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. Licensee understands and agrees that, by entering into these terms, licensee and Vcreate are each waiving the right to a trial by jury or to participate in a class action and that these terms shall be subject to and governed by the Federal Arbitration Act..

(b). <u>Exceptions</u>. Notwithstanding Section 8(a), nothing in these Terms will be deemed to waive, preclude or otherwise limit the right of either Party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state or local agency if that action is available; (iii) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; (iv) to file suit in a court of law to address an intellectual property infringement claim; or (v) with respect to Vcreate only, to seek injunctive relief in any court of competent jurisdiction for any breach or threatened breach of these Terms as any such breach or threatened breach may cause irreparable injury to Vcreate.

(c). <u>Arbitrator</u>. Any arbitration between Licensee and Vcreate will be governed by the Federal Arbitration Act and the Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, or by calling the AAA at 1-800-778-7879. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of this binding arbitration agreement.

(d). <u>Notice; Process</u>. A Party who intends to seek arbitration must first send a written notice of the dispute to the other Party by U.S. Mail ("Notice"). Vcreate's address for Notice is: 1546 San Antonio Ave, Menlo Park, Attention: General Counsel. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). The Parties will make good faith efforts to resolve the claim directly, but if the Parties do not reach an agreement to do so within 30 days after the Notice is received, Licensee or Vcreate may commence an arbitration proceeding.

(e) <u>No Class Actions</u>. Licensee and Vcreate agree that each may bring claims against the other only in its individual capacity and not as a plaintiff or class member in any purported class or representative. Further, unless both Licensee and Vcreate agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

(f). <u>Modifications to this Arbitration Provision</u>. If Vcreate makes any future change to this arbitration provision, other than a change to Vcreate's address for Notice, Licensee may reject the change by sending written notice within 30 days of the change to Vcreate's address for Notice, in which case these Terms and Licensee's right to access the Software will automatically terminate, and this arbitration provision, as in effect immediately prior to the changes Licensee rejected, will continue to govern any disputes between Licensee and Vcreate.

8. **Miscellaneous**.

(a). <u>Governing Law; Venue</u>. If Section 7 is void, then all disputes arising under or in connection with these Terms will be: (i) governed by the laws of California and (ii) heard exclusively in courts of competent jurisdiction in San Mateo California, and each Party waives all rights to challenge such venue on any theory.

(b). <u>Assignment</u>. These Terms bind and are for the benefit of the successors and permitted assigns of each Party. Licensee may not assign these Terms to any third party without Vcreate's prior express written consent, which Vcreate may withhold in its sole discretion. "Assign" as used in the prior sentence includes any changes of control or sale of stock or assets of Licensee. Vcreate may assign these Terms in its sole discretion. Any attempt to assign these Terms other than as permitted in this Section 9(c) will be void.

(c). <u>Severability</u>. If any provision in these Terms is held by a court of competent jurisdiction to be unenforceable, then: (i) it will be severed from these Terms; (ii) the court of competent jurisdiction will replace the severed provision with another provision that most closely reflects the Parties' original intent to the fullest extent permitted by law; and (iii) these Terms will remain in full force and effect.

(d). <u>Entire Terms; Order of Precedence</u>. These Terms constitute the entire agreement between the Parties with respect to the subject matter set forth in these Terms and supersede any previous or contemporaneous communications, whether oral or written, express or implied.

(e). <u>Waivers; Amendments</u>. All waivers of rights arising under these Terms must be made in writing by the Party waiving rights. Licensee understands and agrees that Vcreate may change these Terms at any time without prior notice. Vcreate will endeavor to provide Licensee with prior notice of any material changes to these Terms. Licensee may read a current, effective copy of these Terms at any time by selecting the appropriate link on the website where these Terms appear. The revised Terms will become effective at the time of posting on the Software, and Licensee's use of the Software after such time will constitute Licensee's acceptance of the revised Terms. If any change to these Terms is not acceptable to Licensee, then Licensee's sole remedy is to stop using the Software and to cancel Licensee's Account as described in Section 4(b). Notwithstanding the preceding sentences of this Section 9(f), no revisions to these Terms will apply to any dispute between Licensee and Vcreate that arose prior to the effective date of those revisions.

(f). <u>Notices</u>. All notices required or permitted under these Terms will be in writing and will be effective upon: (i) personal delivery; (ii) the second business day after mailing; or (iii) in the case of Vcreate providing Licensee with notice, the day an electronic mail was sent. All notices to Vcreate will be sent to 1546 San Antonio Ave, Menlo Park CA, Attention: General Counsel. All notices to Licensee will be sent pursuant to the contact information provided to Vcreate during Account registration. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section.

(g). <u>Interpretation</u>. Unless a clear contrary intention appears: (i) any term defined in the singular includes the plural when required by the applicable context; (ii) all references in these Terms to "Sections" are intended to refer to Sections in these Terms; and (iii) the headings in these Terms are for convenience of reference only, will not be deemed to be a part of these Terms, and will not be referred to in connection with the construction or interpretation of these Terms.

(h). <u>Relationship of the Parties</u>. The Parties are independent contractors, and these Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between them.