

CELLENION

A BICO COMPANY

cellenPIPE: Terms of Use (v1.2, 11/05/2023)

Intended use: Analysis of single-cell RNA sequencing data from Cellenion products (e.g. cellenCHIP384-3'RNA Seq Kit) for Research Use Only (RUO)

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Contact for customer support: ticket@cellenion.com

More information about cellenPIPE: www.cellenion.com/cellenpipe

The cellenPIPE Terms of Use were posted on 29 Jun 2022 and last updated on 11 May 2023. Please read these Terms of Use carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms of Use:

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Account** means a unique account (meaning a set of credentials) created for You to access our Service or parts of our Service. You will have 1 Account per Product (e.g. cellenCHIP) associated with a limited number of possible Runs per Account (3 Runs).
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Cellenion.
- **Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **Demo** refers to the demo version of the Service, reserved to demo accounts, including but not only the accounts requested by, created for and used by You.
- **Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- **Documentation** corresponds to any documentation or instruction provided to You by Us in connection with Our Service.
- **DPA** means the Data Protection Agreement related to Our Service, that you can also consult in Our Service interface.
- **Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **Products** refer to the products or items giving access to Our Service and for which the Service is intended, e.g. the cellenCHIP 384-3'RNA-seq Kit.
- **Orders** mean a request by You to purchase Products from Us.
- **Results** refer to the content generated by Our Service (e.g. figures, matrices, reports).
- **Run** refers to an analysis made with Our Service.

- **Service** refers to the cellenPIPE application.
- **Subject** refers to the legal person whose genomic, epigenomic, transcriptomic, proteomic data is uploaded in Our Service.
- **Terms of Use** (also referred as "Terms" or "Terms and Conditions") mean these Terms of Use that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to www.cellenion.com, accessible from <https://www.cellenion.com>
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms of Use governing the use of this Service and the agreement that operates between You and the Company. These Terms of Use set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms of Use. These Terms of Use apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms of Use. If You disagree with any part of these Terms of Use then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with Our DPA. Our DPA describes Our policies and procedures on the collection, use, disclosure and protection of Your personal information and the Subject's personal information (if applicable) when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our DPA carefully before using Our Service.

Research use only

Our Service is mainly a research and development tool and can not be sufficient to assess a diagnosis or a prognosis of a patient. You warrant that You are the only responsible for any diagnosis, prognosis or treatment decisions based on the use and Results of Our Service.

Our Service is intended to be used with Our Products, according to the Documentation you will find on Our Website. You warrant to use Our Service and the Results only for this purpose.

User Accounts

You are responsible for safeguarding the credentials that are indicated in Our Products or emails

to access and use Our Service.

You agree not to disclose the credentials to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

Our Service allows three Runs per Account. They are included in Our Products packages. Depending on the situation, you may need more Runs. Send your request to ticket@cellenion.com and We will evaluate it.

We reserve the right to inactivate an Account, at any moment and especially if you breach these Terms of Use or the DPA or use Our Service in an unreasonable manner (e.g. by overloading Our systems).

Content

Your Right to Post Content

Our Service allows You to post Content. You are responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness.

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Your Right to Upload Subjects' Sequencing Data

Our Service allows You to upload the Subject's sequencing data. If the Content is a Subject's sequencing data, You are responsible for the Subject's sequencing data that You upload to the Service, including its legality, reliability, and appropriateness.

You represent and warrant that the Subject gave you their consent to upload their sequencing data in Our Service.

Content Restrictions

The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account. You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access

to any data or other information of a third person.

- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Terms, refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner any Content. The Company can also limit or revoke the use of the Service if You post such objectionable Content. As the Company cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

Content Backups

Although regular backups of Content are performed, the Company do not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state. You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

Warranties

Responsibility of data: Credentials, Content and Results

You warrant you are solely responsible of 1) the content uploaded in Our Service, especially but not only concerning Subject data (maliciousness, overload weights, anonymization and more), 2) the use and protection of the Results downloaded from Our Service, 3) the confidentiality of the information provided by email, 4) the credentials to access Our Service and provided through Our Products.

Efficiency of the Service

We do not warrant a full efficiency of Our Service, especially if used with data obtained without Our Products. Because of the inherent complexity of living material, the variability in the source of the data, we cannot warrant a total absence of errors in Our Service. It will depend a lot on the quality of the Content (sequencing data) uploaded in the Service.

Continuity of the Service

We do not warrant a fully continuous Service. We will allow ourselves to stop temporarily the Service to fix, maintain, update the Service systems, without any compensation for You.

Previous versions of the Service

We will propose different versions of Our Service but do not warrant the access to every previous versions of Our Service. You will not be able to ask for any compensation if a previous version becomes unavailable.

Copyright Policy

Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our copyright agent via email (see ticket@cellenion.com) and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our copyright agent via email (see ticket@cellenion.com). Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors. The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

The Service belongs to the Company. As consequence, You are not allowed to distribute, commercialize, sell, license, reverse-engineer in any way any part or the whole Service (interface, pipeline, design, and more) directly or indirectly.

Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the Terms of Use and privacy policies of any third-party web sites or services that You visit.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms of Use.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects

without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of France, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union user, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms of Use may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms of Use

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Limitations related to the Demo

The Terms of Use also apply to the Demo. However, You understand and agree that the Demo version of the Service is limited in the following features but not only: 1) the Demo does not process, and produce any results from and related to, Your uploaded Content, 2) the Run is merely simulated and shortened, 3) the storage of the uploaded Content and the Demo Results is significantly reduced (e.g. from 4 weeks to 1 day).

How to cite the Service

When citing analyses performed by the Service, You must include the Service, the application you selected, the version number, the Company and the link to the Service web page.

Example: "The bioinformatic analyses were realized using cellenPIPE for cellenCHIP 384-3'RNA-Seq Kit v1.1 (Cellenion®; www.cellenion.com/cellenpipe)."

Contact Us

If you have any questions about these Terms of Use, You can contact us:

- ticket@cellenion.com