

## HELIGENICS ACADEMIC DATA USE LICENSE AGREEMENT

This Academic Data Use License Agreement ("Agreement") is entered into by and between Heligenics, Inc. ("Heligenics") and the person or entity accepting these terms ("User"). By creating an account, accessing, or using the Heligenics data portal (the "Portal"), User agrees to be bound by this Agreement.

### 1. RESEARCH USE ONLY; PORTAL AND MATERIALS DISCLAIMER

#### 1.1 Research Use Only (RUO)

All information, data, software, documentation, analyses, tools, reports, scores, and other materials made available through the Portal (collectively, "Materials") are provided for research use only and are not intended for use in any clinical, diagnostic, therapeutic, or medical decision-making context.

#### 1.2 No Clinical or Diagnostic Use

The Portal and Materials are not medical devices, are not validated for clinical or diagnostic use, and must not be used to provide, guide, or support diagnosis, treatment, or any clinical decision-making for any individual patient or population, including exploratory or validation activities that may influence patient management.

#### 1.3 No Medical or Professional Advice; Cross-Reference to Portal Disclaimer

The "No Medical or Professional Advice" section of the separate Portal Disclaimer continues to apply in full and is not limited by this Agreement. For clarity, nothing in the Portal, the Materials, or this Agreement shall be construed as medical, clinical, diagnostic, therapeutic, or other professional advice, and the Portal Disclaimer's warnings and user responsibilities regarding medical and professional advice apply to all use of the Portal and the Materials. User should always seek the advice of qualified healthcare or other appropriate professionals with any questions regarding medical conditions, procedures, treatments, research findings, or other applications.

### 2. LICENSE GRANT AND RESTRICTIONS

#### 2.1 Limited Noncommercial Academic License

Subject to this Agreement, Heligenics grants User a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Portal and Materials solely for internal, noncommercial, academic research purposes.

#### 2.2 No Commercial Use

User shall not use the Portal or Materials for any commercial purpose. "Commercial use" includes any use intended for or directed toward commercial advantage or

monetary compensation, including sponsored research funded by industry, consulting, contract research organization (CRO) work, internal product or service development, fee-for-service activities, commercial diagnostics, and any paid or revenue-generating services or offerings.

### 2.3 Absolute Bar on Clinical and Diagnostic Use

User shall not use the Portal or Materials, directly or indirectly, for any clinical, diagnostic, therapeutic, prognostic, or patient management purpose, including clinical decision-support, stratification, triage, or validation activities that could reasonably affect clinical care.

### 2.4 No Distribution and Derivative Datasets

User shall not distribute, disclose, publish, sublicense, transfer, or otherwise make the Materials, or any substantial portion thereof, available to any third party, whether in raw, processed, or derived dataset form. User may internally curate subsets, annotations, and cleaned versions of the Materials solely for User's noncommercial academic research, but shall not sell, license, transfer, or provide any such derivative datasets or data products to any third party, nor use them to provide any fee-for-service or similar activities. User may disclose minimal, irreversibly aggregated statistics in academic publications, provided such outputs cannot reasonably be used to reconstruct individuals or the underlying Materials.

### 2.5 No AI Training (Limited Exception)

User shall not use the Materials to train, fine-tune, or evaluate machine learning or artificial intelligence systems for any commercial purpose; to develop models intended for clinical, diagnostic, or therapeutic use; or to create models that can be used to reconstruct the Materials or a substantial portion of them. A narrow exception is permitted for noncommercial academic methods development where (a) the models and outputs cannot reasonably be used to reconstruct the Materials, (b) the models are not used in or for commercial products or services, and (c) the use otherwise complies with this Agreement.

### 2.6 No Rights Granted or Waived

Except for the limited license expressly set forth in Section 2.1, no rights, licenses, or waivers of any kind are granted, created, or implied under this Agreement. Without limitation, no patent rights, no trademark rights, no copyrights, no database rights, and no other intellectual property or proprietary rights are granted or waived, whether by implication, estoppel, exhaustion, or otherwise. All rights not expressly granted are reserved.

## 3. ACCESS, ACCOUNTS, AND TECHNICAL RESTRICTIONS

### 3.1 Account Registration

Access to the Portal requires a registered user account. User is responsible for ensuring that registration information is accurate and kept up to date.

### 3.2 No Account Sharing

User shall keep credentials confidential and shall not share accounts, passwords, tokens, or other access credentials with any other person or entity. User is responsible for all activities occurring under User's account.

### 3.3 No Bots, Scraping, or Automated Access

User shall not use any automated means to access, query, or interact with the Portal, including bots, crawlers, scrapers, spiders, scripts, browser automation, or similar tools. User shall not engage in scraping, indexing, or other automated collection of Materials.

### 3.4 No Circumvention

User shall not attempt to circumvent or interfere with any technical, security, or access-control measures, including CAPTCHAs, rate limits, geographic controls, authentication, or authorization mechanisms, nor attempt to access any portions of the Portal or systems not intentionally made available to User.

### 3.5 No Bulk Download Beyond Portal Functions

User shall not engage in bulk or systematic downloading of Materials beyond what is expressly enabled by Portal export functions and permitted under this Agreement.

## 4. BIOSECURITY AND ACCEPTABLE USE

### 4.1 Biosecurity Restrictions

User shall not use the Portal or Materials to design, construct, enhance, optimize, or propagate organisms, toxins, nucleic acids, or genetic elements of concern, including agents reasonably likely to be used as biological weapons, agents on applicable select agent lists (such as U.S. Select Agents and Toxins lists) or other national lists, or agents, sequences, or constructs covered by international export control regimes (including the Australia Group and similar mechanisms).

### 4.2 No Circumvention of Screening and Safeguards

User shall not use the Portal or Materials to bypass, undermine, or interfere with nucleic acid or gene synthesis screening mechanisms, or other biosecurity safeguards, including efforts to evade or defeat sequence screening, customer vetting, or similar controls prescribed or informed by the 2023 HHS Screening Framework for Synthetic

Nucleic Acids and International Gene Synthesis Consortium (IGSC) screening protocols.

#### 4.3 Compliance with Screening Frameworks and Laws

User shall ensure that any activities involving synthetic nucleic acids, gene synthesis, or related work informed by the Materials are conducted in compliance with all applicable screening frameworks, institutional policies, and local, national, and international laws and regulations, including any frameworks derived from or consistent with the 2023 HHS Screening Framework for Synthetic Nucleic Acids and IGSC harmonized screening protocols.

#### 4.4 Prohibited Conduct

In addition to the above, User shall not use the Portal or Materials in any way that: (a) is unlawful, harmful, fraudulent, deceptive, or abusive; (b) infringes or misappropriates any third-party rights; or (c) is reasonably likely to create material biosecurity, public health, or safety risks.

### 5. INTELLECTUAL PROPERTY AND OWNERSHIP

#### 5.1 Ownership

As between the parties, Heligenics and its licensors retain all right, title, and interest in and to the Portal, Materials, software, documentation, and all associated intellectual property and proprietary rights, including all copies and derivatives made by or for Heligenics.

#### 5.2 No Patent Rights

No license, right, or immunity is granted or implied under any patents, patent applications, or similar rights of Heligenics or any third party, and nothing in this Agreement shall be construed as a waiver, exhaustion, or limitation of any patent rights.

#### 3 No Trademark License

No rights are granted to use any trademarks, service marks, trade names, logos, or branding of Heligenics or its affiliates, except as expressly permitted in Section 6 solely for factual attribution.

#### 5.4 No Independent IP Carve-Out

Nothing in this Agreement authorizes User to file or prosecute patents that claim, are directed to, or require the Materials, or any Heligenics intellectual property, as such. Any patent or other IP filings by User must be based on independent data or work and must not claim the Materials themselves or proprietary aspects of the Portal.

## 6. ATTRIBUTION, NAMES, AND NO ENDORSEMENT

### 6.1 Attribution in Publications

In any academic publication or presentation that relies materially on the Materials, User shall provide appropriate attribution in a standard scientific citation format, referencing Heligenics and the Portal in accordance with Heligenics' then-current citation guidance (if any).

### 6.2 Permitted Factual Reference

User may make purely factual, non-prominent references to Heligenics or the Portal solely to identify the source of Materials in methods sections or acknowledgments (e.g., "Materials obtained from the Heligenics portal"), provided such use does not suggest endorsement, partnership, or sponsorship.

### 6.3 No Endorsement

User shall not state or imply that Heligenics, its affiliates, sponsors, or funders endorse or sponsor User, User's activities, or any products or services. No use of names, marks, logos, project names, domain names, abbreviations, program names, or funding entity names of Heligenics or its partners is permitted in advertising, marketing, or promotional materials.

### 6.4 Brand Elements and Prior Permission

Any use of Heligenics' full legal name, logos, domain names, project names, program names, marks, or funding entity references beyond the limited factual attribution permitted by Section 6.2 requires Heligenics' prior written permission. User shall promptly comply with any Heligenics request to modify or remove any attribution or reference that Heligenics deems misleading, confusing, or inconsistent with its brand guidelines, similar in spirit to typical open-source trademark policies.

## 7. EXPORT CONTROLS AND SANCTIONS

### 7.1 User Compliance Obligation

User represents, warrants, and covenants that (a) User and any individuals who access the Portal under User's control are not located in, organized under the laws of, or owned or controlled by any country or person subject to comprehensive trade or economic sanctions, and (b) User's access to and use of the Portal and Materials will comply with all applicable export control, re-export, and sanctions laws and regulations, including U.S. Export Administration Regulations (EAR), U.S. Office of Foreign Assets Control (OFAC) sanctions programs, and applicable EU dual-use and sanctions regimes.

## 7.2 Restricted Territories

User shall not access or use the Portal or Materials from embargoed or restricted territories or on behalf of persons or entities subject to comprehensive sanctions, unless expressly authorized in writing by Heligenics in a manner consistent with applicable law.

## 7.3 Right to Restrict Access

Heligenics may, in its sole discretion, restrict, geo-block, suspend, or terminate access to the Portal or Materials, without liability, where Heligenics reasonably believes such action is necessary or appropriate to comply with applicable export control, sanctions, or similar laws.

## 8. DATA PROTECTION AND CONTROLLER ROLE

### 8.1 No Personal Data in Research Materials

The Materials are intended to exclude personal data as defined by applicable data protection laws. User shall not attempt to identify or re-identify any individual using the Materials.

### 8.2 Heligenics as Data Controller for Account Data

With respect to personal data collected from User in connection with account registration and Portal access, Heligenics acts as an independent data controller and will process such data in accordance with its separate privacy notice. For EU/EEA users, this may involve international transfers to the United States subject to appropriate safeguards under applicable law.

## 9. DISCLAIMERS AND LIMITATION OF LIABILITY

### 9.1 Incorporation of Portal Disclaimer

Heligenics maintains a separate Portal disclaimer that applies to access to and use of the Portal and the Materials (the "Portal Disclaimer"). The Portal Disclaimer, as posted on or linked from the Portal and as may be amended from time to time, is incorporated into and forms part of this Agreement by this reference. In the event of any direct conflict between the Portal Disclaimer and this Agreement with respect to (a) permitted and prohibited uses of the Portal or the Materials or (b) academic/noncommercial and non-diagnostic restrictions, the terms of this Agreement will control. In all other respects, the Portal Disclaimer will continue to apply in addition to this Agreement. If the Portal Disclaimer contains broader exclusions of warranties or limitations of liability, those broader exclusions and limitations shall also apply to User's use of the Portal and the Materials.

### 9.2 As-Is; No Warranties

The Portal and Materials are provided "AS IS," "AS AVAILABLE," and "WITH ALL FAULTS," without any representations, warranties, guarantees, or conditions of any kind, whether express, implied, statutory, or otherwise, including any implied warranties of accuracy, completeness, performance, fitness for a particular purpose, merchantability, or non-infringement. This disclaimer is intended to be consistent with and not to limit the disclaimers in the Portal Disclaimer.

### 9.3 Limitation of Liability

To the maximum extent permitted by law, Heligenics and its affiliates, officers, employees, contractors, licensors, and suppliers shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or any loss of profits, revenues, goodwill, or data, arising out of or in connection with this Agreement, the Portal, or the Materials, whether based on contract, tort, strict liability, or other theory, even if advised of the possibility of such damages. Direct damages, if any, shall in no event exceed one hundred U.S. dollars (USD 100). This limitation is intended to be consistent with and not to limit the limitation of liability provisions in the Portal Disclaimer.

## 10. TERM AND TERMINATION

### 10.1 Term

This Agreement commences on User's acceptance and continues for so long as User has access to the Portal, unless terminated earlier under this Section 10.

### 10.2 Termination for Convenience

Heligenics may suspend or terminate User's access to the Portal or Materials, or this Agreement, immediately for any reason.

### 10.3 Termination by User

User may terminate this Agreement at any time by closing User's account and ceasing all use of the Portal and Materials.

### 10.4 Effect of Termination

Upon termination or expiration of this Agreement for any reason, User shall immediately cease all use of the Portal and Materials and shall delete all copies of the Materials in User's possession or control, except that User may retain (a) already-published academic works and (b) internal, non-reversible aggregated statistics that cannot reasonably be used to reconstruct the Materials. Upon request, User shall certify in writing that such deletion has been completed. These post-termination obligations apply

in addition to any obligations set forth in the Portal Disclaimer regarding discontinuation of use of the Portal and the Materials.

## 10.5 Survival

Sections 2.2–2.6, 3.2–3.5, 4, 5, 6, 7, 8, 9, 10.4–10.5, and 11–12 shall survive termination or expiration of this Agreement.

## 11. USER RESPONSIBILITY AND INDEMNIFICATION

### 11.1 User Responsibility; Cross-Reference to Portal Disclaimer

User acknowledges and agrees that the "User Responsibility" and "Indemnification" sections of the Portal Disclaimer apply to User's access to and use of the Portal and the Materials under this Agreement. Without limiting the foregoing, User remains solely responsible for ensuring that its use of the Portal and the Materials complies with all applicable laws, regulations, ethical standards, institutional requirements, and the terms of this Agreement.

### 11.2 Indemnification by User

By accessing and using the Portal, User agrees to indemnify, defend, and hold harmless Heligenics, its affiliates, officers, employees, contractors, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or in connection with (a) User's access to or use of the Portal or the Materials, (b) any violation of applicable law, regulation, or rights of any third party by User, or (c) any breach of this Agreement by User. This indemnification is in addition to, and not in limitation of, any indemnification obligations set forth in the Portal Disclaimer.

## 12. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION

### 12.1 Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its conflict-of-law rules.

### 12.2 Exclusive Jurisdiction and Venue

The state and federal courts located in Clark County, Nevada, shall have exclusive jurisdiction over any dispute arising out of or relating to this Agreement, the Portal, or the Materials. User and Heligenics consent to the personal jurisdiction of such courts and waive any objection to venue or forum non conveniens.

### 12.3 Waiver of Class Actions and Jury Trial

To the fullest extent permitted by law, User and Heligenics each waive any right to bring or participate in any class, collective, or representative action, and waive any right to a jury trial, in connection with any dispute arising out of or relating to this Agreement.

#### 12.4 Controlling Language

This Agreement is drafted in English, and the English version shall control in all respects. Any translations are provided solely for convenience and shall not affect the interpretation of this Agreement.

### 13. INSTITUTIONAL USE AND HIGHER-RISK PROJECTS

#### 13.1 Click-Through Acceptance

This Agreement is accepted via individual click-through at the time of account registration or access. For institutional users, the individual accepting hereby represents that they have authority to bind the institution or are acting on behalf of such institution within the scope of their role.

#### 13.2 Higher-Risk Projects and Institutional Sign-Off

For projects that Heligenics determines to present elevated biosecurity, regulatory, or ethical risk (including certain EU university or hospital projects), Heligenics may condition access on execution of an additional institutional or project-specific agreement or acknowledgment. If such additional terms are required and not accepted, Heligenics may restrict or deny access without liability.

### 14. MISCELLANEOUS

#### 14.1 Entire Agreement

This Agreement, together with the incorporated Portal Disclaimer and any additional written terms agreed between Heligenics and User for specific projects, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous understandings relating to the same subject.

#### 14.2 Amendments

Heligenics may update this Agreement from time to time. Continued use of the Portal after updated terms are presented or posted constitutes acceptance of the updated Agreement.

#### 14.3 Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

#### 14.4 Assignment

User may not assign or transfer this Agreement or any rights or obligations hereunder without Heligenics' prior written consent. Heligenics may assign this Agreement in connection with a merger, acquisition, reorganization, or sale of assets.

#### 14.5 No Third-Party Beneficiaries

This Agreement does not create any third-party beneficiary rights.

#### 14.6 Reservation of Rights

Heligenics reserves the right, at any time and without prior notice, to modify, suspend, withdraw, or permanently discontinue the Portal, the Materials, or any portion thereof, without liability of any kind. Heligenics has no obligation to update, correct, supplement, or maintain the Materials, nor to continue providing access to the Portal, and may modify, suspend, or terminate access at any time without notice.

#### 14.7 Acceptance of Agreement

By accessing or using the Portal, User acknowledges and agrees that User has read, understood, and accepted this Agreement in its entirety, including the incorporated Portal Disclaimer. If User does not agree, User must immediately discontinue access and use.