

Sema4.ai End User License Agreement

Version 1.0

Effective Date: May 20, 2024

Last Updated Date: May 20, 2024

IMPORTANT - PLEASE READ THE TERMS OF THIS SEMA4.AI END-USER LICENSE AGREEMENT (THE “**EULA**”) CAREFULLY. THIS EULA IS A BINDING, CONTRACTUAL AGREEMENT BETWEEN YOU AND SEMA4.AI, INC. (“**SEMA4**”) AND APPLIES TO YOUR USE OF SEMA4’S DOWNLOADABLE SOFTWARE (THE “**SOFTWARE**”). THIS EULA, AND YOUR USE OF THE SEMA4 SERVICES, ARE ALSO SUBJECT TO THE SEMA4 TERMS AND CONDITIONS ON THE SEMA4.AI WEBSITE. BY ACCEPTING THE TERMS OF THIS EULA, YOU ALSO ACKNOWLEDGE AND AGREE THAT YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS.

BY CLICKING THE BUTTON BELOW LABELED “YES, I AGREE,” BY INSTALLING OR USING THE SOFTWARE, YOU ARE INDICATING YOUR ACCEPTANCE AND AGREEING TO ALL THE TERMS AND CONDITIONS OF THIS EULA. BY ACCEPTING THE EULA AS DESCRIBED ABOVE, YOU (1) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS EULA; (2) REPRESENT THAT YOU OF LEGAL AGE TO FORM A BINDING CONTRACT; AND (3) REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS EULA PERSONALLY. ONLY INDIVIDUALS MAY ENTER INTO THIS EULA.. IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS EULA, OR IF YOU DO NOT HAVE SUCH AUTHORITY, YOU MUST NOT ACCEPT THIS EULA OR ACCESS, USE OR INSTALL THE SOFTWARE.

PLEASE READ THE TERMS OF THIS EULA CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST SEMA4 TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SEMA4 ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST SEMA4 RESOLVED BY A JURY OR IN A COURT OF LAW.

Sema4’s goal is to provide helpful and accurate information through the Software, but Sema4 makes no endorsement, representation or warranty of any kind about any information displayed therein. Sema4 is not responsible for the accuracy, reliability, effectiveness, or correct use of information you receive through the Software. If you rely on any such information, you do so solely at your own risk.

1. Software.

1.1. **License.** Subject to your compliance with this EULA, Sema4 grants you a limited, non-exclusive, non-transferable, non-sublicensable, license to download, install and use a copy of the Software on a computer that you own or control and to run such copy of the Software solely for your internal business use. For clarity, the foregoing is not intended to prohibit you from installing the Software on another personal computer with respect to which you also agreed to the EULA. Each instance of this EULA that you agree to in connection with downloading the Software grants you the aforementioned rights in connection with the installation and use of the Software on one personal computer.

1.2. **Open-Source Software.** Certain software code incorporated into or distributed with the Software may be licensed by third parties under various “open-source” or “public-source” software licenses (such as the Apache License) (collectively, the “**Open Source Software**”). Notwithstanding anything to the

contrary in this EULA, the Open Source Software is not licensed under Section 1.1 and instead is separately licensed pursuant to the terms and conditions of their respective open-source software licenses. You agree to comply with the terms and conditions of such open-source software license agreements.

1.3. **Data.** In addition to the data displayed through the Software, the Software may, from time to time, automatically report back information to Sema4's servers related to usage of the Software, without notice to you ("**Usage Data**"). Usage Data may be used by Sema4 in compliance with all applicable laws, including helping diagnose and resolve technical and performance issues in relation to the Software. By using the Software, you hereby consent to such collection, transmission, and use of data and agree to get all necessary consents from any authorized user for such contemplated usage.

1.4. **Ownership.** You agree that Sema4 and its suppliers own all rights, title and interest in the Software. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Software. Other than the limited license set forth in Section 1.1 above, no right is granted to you herein. Third party components included in the Software are subject to the applicable third party terms and conditions.

1.5. **Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to Sema4 through its suggestion, feedback, wiki, forum or similar pages ("**Feedback**") is at your own risk and that Sema4 has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Sema4 a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Software.

2. **Use of the Software.**

2.1. **Certain Restrictions.** As a condition of use, you agree not to use the Software for any purpose that is prohibited by the EULA or by applicable law. You shall not (and shall not permit any third party): (a) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Software, (b) copy the Software onto any public or distributed network, except for an internal and secure cloud computing environment (c) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Software except to the extent the foregoing restrictions are expressly prohibited by applicable law; (d) interfere with or attempt to interfere with the proper functioning of the Software; (e) attempt to engage in or engage in, any potentially harmful acts that are directed against the Software or Sema4, including but not limited to violating or attempting to violate any security features of the Software; (f) access the Software in order to build a similar or competitive website, software or service; or (g) use any Software in violation of any applicable laws and regulations (including any export laws, restrictions, national security controls and regulations) or outside of the license scope set forth herein. Any future release, update or other addition to the Software shall be subject to this EULA. Sema4, its suppliers and service providers reserve all rights not granted in this EULA. Any unauthorized use of the Software shall permit Sema4 to terminate the licenses granted pursuant to this EULA.

2.2. **Generative AI.**

2.2.1. **Generated Output.** Certain features of the Software permit you to provide prompts, scripts, queries or other input (collectively, "**Input**") to the Software in order to receive output generated and returned by the Software based on such Input ("**Output**"). You agree not to state or suggest that Output was human-generated when it is not. The Software is not intended to be used, and you agree not to use the Software to generate any Output, for: any illegal activity; child sexual abuse material or any content that exploits or harms children; generation of hateful, harassing, or violent content; generation of viruses or malware; any activity that has high risk of physical harm; any activity that has high risk of economic harm; fraudulent or deceptive activity; adult content, adult industries or dating apps; political campaigning or

lobbying; activity that violates people's privacy; unauthorized practice of law or offering tailored legal advice without a qualified person's review; offering tailored financial advice; diagnosing a certain health condition, or providing treatment instructions; providing diagnostic or treatment services for serious medical conditions; triaging or managing life-threatening issues that need immediate attention; or high risk decision-making. In addition, you will comply with any third party terms, guidelines, policies or the like to which we link in connection with your generation of Output.

2.2.2. Ownership of Input and Output. As between you and Sema4, and to the extent permitted by applicable law, you own all Input and, subject to your compliance with the terms and conditions of this EULA and solely to the extent Sema4 obtains any ownership in any copyrights in your Output, Sema4 hereby assigns to you our ownership interest in such copyrights to your Output. You are responsible for all Input and Output, including for ensuring that it does not violate any applicable law or this EULA.

2.2.3. Similarity of Output. Due to the automated content generation, Output may not be unique across users and the Software may generate the same or similar output for you, Sema4 or a third party. Other users may also provide similar Input and receive the same or similar Output. Responses that are requested by and generated for other users are not considered your Output. You hereby irrevocably release, acquit and forever discharge, and agree not to sue, Sema4 and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, "**Sema4 Parties**") with respect to any liability for direct or indirect copyright, trademark or other infringement, misappropriation or violation of any rights with respect to the Output.

2.2.4. Accuracy. Use of the Software may in some situations result in incorrect Output that does not accurately reflect real people, places or facts. You agree to evaluate and be responsible for the accuracy of any Output as appropriate for your use case.

2.2.5. Limitations of AI-Generated Output. You acknowledge and agree that, in addition to the limitations and restrictions set forth in this EULA, there are numerous limitations that apply with respect to artificial intelligence (AI)-generated Output due to the fact that it is automatically generated, including that (a) it may contain errors or misleading information, (b) AI systems are based on predefined rules and algorithms that lack the ability to think creatively and come up with new ideas and can result in repetitive or formulaic content, (c) AI systems can struggle with understanding the nuances of language, including slang, idioms, and cultural references, which can result in Output that is out of context or does not make sense, (d) AI systems do not have emotions and cannot understand or convey emotions in the way humans can, which can result in Output that lacks the empathy and emotion that humans are able to convey, (e) AI systems can perpetuate biases that are present in the data used to train them, which can result in Output that is discriminatory or offensive, (f) AI systems can struggle with complex tasks that require reasoning, judgment and decision-making, (g) AI systems require large amounts of data to train and generate content, and the data used to train AI systems may be of poor quality or biased, which will negatively impact the accuracy and quality of the generated Output, and (h) AI-generated Output can lack the personal touch that comes with content created by humans, which can make it seem cold and impersonal.

2.2.6. Disclaimers Regarding the use of Generative AI; Not Professional Advice. Under no circumstances will Sema4 be liable in any way for any Output, including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any Output. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such Output. Sema4 is not in the business of providing legal or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

2.3. Third Party Services. Sema4, via the Software or otherwise, may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Sema4 has no control over such sites and resources and Sema4 is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Sema4 will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any

content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Software are between you and the third party, and you agree that Sema4 is not liable for any loss or claim that you may have against any such third party.

3. Registration.

3.1. **Accounts.** In order to download and use the Software, you may be required to register an account with Sema4. You acknowledge and agree that you are bound by the terms and conditions of this EULA with respect to such account and your access to any other services made available by Sema4. You agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Sema4 account registration form. You are responsible for use of the Software by any and all employees, contractors, or other users that it allows to access the Software. Registration data and certain other information about you are governed by our Privacy Policy.

3.2. **Necessary Equipment.** You must provide all equipment and software necessary to connect to the Software, including but not limited to, a computer that is suitable to use the Software. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing or using the Software.

4. Indemnification.

To the extent permitted under applicable law, you agree to indemnify and hold the Sema4 Parties harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) any data you submit to or through the Software; (b) your use of, or inability to use, the Software; (c) your violation of this EULA; (d) your violation of any rights of another party, or (e) your violation of any applicable laws, rules or regulations. Sema4 reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Sema4 in asserting any available defenses. You may not settle or compromise any claim against the Sema4 Parties without Sema4's written consent. You agree that the provisions in this Section will survive any termination of this EULA.

5. Disclaimer of Warranties.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK, AND THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. THE SEMA4 PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE SEMA4 PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SOFTWARE WILL MEET YOUR REQUIREMENTS; (2) THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR- FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. THE SEMA4 PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY DATA THROUGH THE SOFTWARE.

6. Limitation of Liability.

6.1. **DISCLAIMER OF CERTAIN DAMAGES.** YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL SEMA4 PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT SEMA4 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL

DISTRESS ARISING OUT OF OR IN CONNECTION WITH THIS EULA, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE THE SOFTWARE; (2) DATA YOU SUBMIT THROUGH THE SOFTWARE; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (4) ANY OTHER MATTER RELATED TO THE SOFTWARE.

6.2. **CAP ON LIABILITY.** UNDER NO CIRCUMSTANCES WILL THE SEMA4 PARTIES BE LIABLE TO YOU IN THE AGGREGATE FOR MORE THAN THE AMOUNT YOU HAVE PAID SEMA4 IN THE LAST SIX (6) MONTHS, OR, IF GREATER TEN DOLLARS (\$10.00).

6.3. **BASIS OF THE BARGAIN.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SEMA4 AND YOU.

6.4. **EXCLUSIONS.** SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THIS EULA, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SOFTWARE. IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "INDEMNIFICATION", "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

7. Term and Termination.

7.1. **Term.** This EULA will commence on the date when you accept it (as described in the preamble above) and remain in full force and effect until terminated in accordance with this Section 7.

7.2. **Termination by Sema4.** If you have breached any provision of this EULA or Sema4 suspects that you have breached any provision of this EULA, or if Sema4 is required to do so by law (e.g., where the provision of the Software, or your use of the Software, is, or becomes, unlawful), Sema4 has the right to suspend or terminate any services provided to you. You agree that all terminations for cause shall be made in Sema4's sole discretion and that Sema4 shall not be liable to you or any third party for any termination of your account. In addition, the provision of certain functionality provided by Sema4 through the Software will automatically terminate if you no longer use or have access to the equipment.

7.3. **Termination by You.** If you want to terminate any services provided by Sema4 through the Software, you may do so by deleting the Software.

7.4. **Effect of Termination.** Sema4 will not have any liability whatsoever to you for any suspension or termination. All provisions of this EULA which by their nature should survive, shall survive termination of this EULA, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

8. Dispute Resolution by Binding Arbitration; Class Action Waiver.

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

8.1. **Agreement to Arbitrate.** You agree that any and all disputes or claims that have arisen or may arise between you and Sema4, whether arising out of or relating to this EULA (including any alleged breach thereof), the Software, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Section. Arbitration will be conducted by a neutral arbitrator in accordance with the

American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Section, the applicable terms of this Section will control unless the arbitrator determines that the application of the inconsistent terms of this Section would not result in a fundamentally fair arbitration. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. To the extent any Arbitration Fees are not specifically allocated to either Sema4 or you under the AAA Rules, Sema4 and you shall split them equally; provided that if you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of such Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of any Arbitration Fees, Sema4 will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sema4 will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules. The arbitrator must also follow the provisions of this EULA as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Section. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under this EULA and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

8.2. **Prohibition of Class and Representative Actions and Non-Individualized Relief.** YOU AND SEMA4 AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SEMA4 AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

9. General Provisions.

9.1. **Electronic Communications.** The communications between you and Sema4 use electronic means. For contractual purposes, you (1) consent to receive communications from Sema4 in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Sema4 provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

9.2. **Release.** You hereby release the Sema4 Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage that is either directly or indirectly related to or arises out of the Software or your use thereof. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.

9.3. **Assignment.** This EULA, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Sema4's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Sema4 may assign or transfer this EULA, in whole or in part, without restriction.

9.4. **Force Majeure.** Sema4 shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

9.5. **Governing Law.** This EULA will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Sema4 agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within San Francisco County, California.

9.6. **Limitations Period.** YOU AND SEMA4 AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS EULA MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

9.7. **Notice.** Where Sema4 requires that you provide an e-mail address, you are responsible for providing Sema4 with your most current e-mail address. In the event that the last e-mail address you provided to Sema4 is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by this EULA, Sema4's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Sema4 at support@Sema4.com.

9.8. **Waiver.** Any waiver or failure to enforce any provision of this EULA on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

9.9. **Severability.** If any provision of this EULA is, for any reason, held to be invalid or unenforceable, the other provisions of this EULA will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

9.10. **Export Control.** You may not use, export, import, or transfer the Software except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Software, and any other applicable laws. In particular, but without limitation, the Software may not be exported or re-exported (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Software, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Software for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Sema4 are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Sema4 products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

9.11. **U.S. Government Rights.** As defined in 48 C.F.R. §2.101, DFAR §252.227-7014(a)(1) and DFAR §252.227-7014(a)(5) or otherwise, Software and all related documentation provided in connection with this EULA are "commercial items," "commercial computer software" and/or "commercial computer software documentation." consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the Government shall be governed solely by the terms of this EULA and shall be prohibited except to the extent expressly permitted by the terms of this EULA.

9.12. **Entire Agreement.** This EULA is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software.

9.13. **Privacy**. At Sema4, we respect the privacy of our users. For details please see our Privacy Policy. By using the Software, you consent to our collection and use of personal data as outlined therein.