

END USER LICENSE AGREEMENT

Last updated: 2024-03-15

HSID analysis software (“**Application**”) is licensed to You (End-User) by pxlence, registered in Belgium as BE 0597.690.838 (“**Licensor**”), for use only under the terms of this License Agreement.

By downloading the Licensed Application You indicate that You agree to be bound by all of the terms and conditions of this License Agreement, and that You accept this License Agreement.

1 THE APPLICATION	8 TERMINATION
2 SCOPE OF LICENSE	9 THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY
3 MAINTENANCE AND SUPPORT	10 INTELLECTUAL PROPERTY RIGHTS
4 USE OF DATA	11 APPLICABLE LAW
5 LIABILITY	12 MISCELLANEOUS
6 WARRANTY	
7 CONTACT INFORMATION	

1 THE APPLICATION

HSID analysis software (“**Licensed Application**”) is a piece of software created to verify the correct identity of sequence data. It verifies this by comparing the genotype information between the sequence dataset and the genotype information generated using pxlence’s HSID kit. The Licensed Application is provided as the combination of a Docker image, containing the code for the actual analyses, with a graphical user interface to configure and launch the analysis.

The sole purpose of the Licensed Application is to confirm the correct identity of sequence data that may be analyzed by other software packages. It does explicitly not make any diagnostic claims and is therefore not tailored to comply with industry-specific regulations such as IVD-R or CFR21 part 11.

2 SCOPE OF LICENSE

2.1 You are given a non-transferable, non-exclusive, non-sublicensable license to install and use the Licensed Application on any Devices that You (End-User) own or control, with

the exception that such Licensed Application may be accessed and used by other accounts associated with You (End-User, The Purchaser) via Family Sharing or volume purchasing.

2.2 This license will also govern any updates of the Licensed Application provided by Licensor that replace, repair, and/or supplement the first Licensed Application, unless a separate license is provided for such update, in which case the terms of that new license will govern.

2.3 You may not share or make the Licensed Application available to third parties, sell, rent, lend, lease or otherwise redistribute the Licensed Application.

2.4 You may not reverse engineer, translate, disassemble, integrate, decompile, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Licensed Application, or any part thereof.

2.5 You may not copy (excluding when expressly authorized by this license) or alter the Licensed Application or portions thereof. You may create and store copies only on devices that You own or control for backup keeping under the terms of this license. You may not remove any intellectual property notices. You acknowledge that no unauthorized third parties may gain access to these copies at any time.

2.6 Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.

2.7 Licensor reserves the right to modify the terms and conditions of licensing.

2.8 Nothing in this license should be interpreted to restrict third-party terms. When using the Licensed Application, You must ensure that You comply with applicable third-party terms and conditions.

3 MAINTENANCE AND SUPPORT

3.1 pxlence is not obligated, expressed or implied, to provide any maintenance, technical or other support for the Licensed Application.

3.2 pxlence and the End-User acknowledge that the Services have no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

4 USE OF DATA

Licensor will not be able to access and adjust Your downloaded Licensed Application content or data.

5 LIABILITY

5.1 Licensor's responsibility in the case of violation of obligations and tort shall be limited to intent and gross negligence. Only in case of a breach of essential contractual duties (cardinal obligations), Licensor shall also be liable in case of slight negligence. In any case, liability shall be limited to the foreseeable, contractually typical damages.

5.2 Licensor takes no accountability or responsibility for any damages caused due to a breach of duties according to Section 2 of this License Agreement.

5.3 Licensor takes no accountability and responsibility for any genetic conclusions or interpretations that may be made on sequences processed by Licensed Application.

6 WARRANTY

6.1 Licensor warrants that the Licensed Application is free of spyware, trojan horses, viruses, or any other malware at the time of Your download. Licensor warrants that the Licensed Application works as described in the user documentation.

6.2 No warranty is provided for the Licensed Application that is not executable on the device, that has been unauthorizedly modified, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, or if there are any other reasons outside of pxlence's sphere of influence that affect the executability of the Licensed Application.

7 CONTACT INFORMATION

For general inquiries, complaints, questions or claims concerning the Licensed Application, please contact: info@pxlence.com

8 TERMINATION

The license is valid until terminated by pxlence or by You. Your rights under this license will terminate automatically and without notice from pxlence if You 1) fail to adhere to any term(s) of this license, or 2) are no longer using pxlence's HSID kits. Upon License

termination, You shall stop all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.

9 THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY

pxlence represents and warrants that pxlence will comply with applicable third-party terms of agreement when using Licensed Application. The HSID software uses the following software packages with corresponding licenses:

- Samtools (v1.14)
 - MIT/Expat license
 - <https://github.com/samtools/samtools/blob/develop/LICENSE>

- GAKT (v4.2.5.0)
 - Apache v2.0 license
 - <https://github.com/broadinstitute/gatk/blob/master/LICENSE.TXT>

- Picard
 - MIT license
 - <https://github.com/broadinstitute/picard/blob/master/LICENSE.txt>

- BWA (v0.7.17)
 - GNU General Public license
 - <https://github.com/lh3/bwa/blob/master/COPYING>

- Docker Desktop
 - Docker Desktop is free for small businesses (fewer than 250 employees AND less than \$10 million in annual revenue), personal use, education, and non-commercial open source projects.
 - <https://www.docker.com/legal/docker-subscription-service-agreement/>

By using the HSID You acknowledge to abide to the licenses described above. Pxlence is not liable for any infractions against the use of these licenses caused by You through the use of the HSID software.

10 INTELLECTUAL PROPERTY RIGHTS

pxlence and the End-User acknowledge that, in the event of any third-party claim that the Licensed Application or the End-User's possession and use of that Licensed Application infringes on the third party's intellectual property rights, pxlence will be solely responsible for the investigation, defense, settlement, and discharge or any such intellectual property infringement claims.

11 APPLICABLE LAW

This License Agreement is governed by the laws of Belgium.

12 MISCELLANEOUS

12.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

12.2 Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.