



ENTIRE AGREEMENT

THIS DOCUMENT, INCLUDING THE TERMS OF SERVICE AND THE END USER LICENSE AGREEMENT (COLLECTIVELY, THE "AGREEMENT"), CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS, UNDERSTANDINGS, NEGOTIATIONS, AND DISCUSSIONS, WHETHER ORAL OR WRITTEN, BETWEEN THE PARTIES. NO AMENDMENT, MODIFICATION, OR WAIVER OF ANY PROVISION OF THIS AGREEMENT SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. BY USING GENIE'S SERVICES AND SOFTWARE, YOU, THE USER, ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS CONTAINED WITHIN THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A BUSINESS OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES OR SOFTWARE PROVIDED BY GENIE.

GENIE BUILDER TERMS OF SERVICE

THESE TERMS OF SERVICE GOVERN YOUR USE OF THE SERVICES (AS DEFINED BELOW) OF HPC STIPPLE SL (A SPANISH CORPORATION KNOWN AS "**GENIE**"). IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE GENIE'S SERVICES.

BY CREATING AN ACCOUNT AND USING GENIE'S SERVICES IN ANY MANNER, YOU, THE ENTITY YOU REPRESENT AND ANY AFFILIATE OF SUCH ENTITY (COLLECTIVELY, "YOU" or "THE **CUSTOMER**") AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND GENIE'S [PRIVACY POLICY](#) (COLLECTIVELY, THE "**TERMS OF SERVICE AGREEMENT**").

THE TERMS OF SERVICE AGREEMENT IS ENTERED INTO AS OF THE DATE YOU ACCEPT THESE TERMS OR USE THE SERVICES ("**EFFECTIVE DATE**").

1. USE OF THE APPLICATION SERVICES

1.1 **Definitions. "Services"** shall mean the local or web-based version of Genie Builder, a product developed by Genie, ordered by Customer's selection and acceptance of a Subscription Plan by means of (i) the online purchasing process on a website operated by Genie or a third-party reseller or (ii) an executed Order Form. "**Authorized User**" means any individual provided with access to the Services.

1.2. **Provision of Service.** Genie grants you the right to access and use the Services in accordance with this Agreement and your applicable subscription ("Subscription") indicated on the order form and/or online checkout. You will comply with all user documentation and all laws, rules, and regulations applicable to the use of Services.

1.3. **Free Services.** Genie may offer free Subscription Plans or Product Trials for no fees, which have limited features, functionality, and volume tiers for the Services. Genie may modify the free Subscription Plans at any time in its sole discretion or even discontinue them entirely without prior notice to Customer.

1.4. **Subscription to Beta Services.** Genie may offer certain Services as beta services ("Beta Services") for the purpose of testing and evaluation. You agree that we have the sole authority and discretion to determine the period of time for testing and evaluation of Beta Services. Genie will be the sole judge of the success of such testing and the decision, if any, to offer the Beta Services as commercial services. You will be under no obligation to acquire a subscription to use any paid Services as a result of your subscription to any Beta Services. Genie reserves the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to you. You agree that Genie will not be liable to you or to any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of any of the Beta Services for any reason.

1.5. **Restrictions on use of Services.** You may not:

- (i) modify, alter, tamper with, repair, or otherwise create derivative works of the Services; (ii) reverse engineer, disassemble, or decompile the Services or apply any other process or procedure to derive the source code of the Services;
- (iii) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas;
- (iv) rent, transfer, resell, or sublicense the Services;
- (v) attempt to disable or circumvent any security, billing, or monitoring mechanisms used by the Services;
- (vi) use the Services to perform a malicious activity;
- (vii) upload or otherwise process any malicious content to or through the Services; or (viii) benchmark or perform competitive analysis on the Services.

The specific Subscription you select may have limitations as outlined in the applicable Subscription order form and/or online checkout.

1.6. **Updates to the Services.** Genie may from time to time make updates to the Services as it deems reasonably necessary, and this Terms of Service Agreement shall apply to such updated Services. Your continued use of the updated Service indicates your acceptance of the updated.

1.7. Third Party Services. Use of the Services may require the use of third party products, software and services ("Third Party Services"). Use of any Third Party Services is at your sole risk and will be governed by separate terms and conditions, separate privacy policies relating to usage of data you may share through the Third Party Services in the course of using the Services, other applicable policies, and may include separate fees and charges. Genie may display content from third parties through the Services or may provide information about or links to Third Party Services. Your interactions with any such third parties, and any terms, conditions, warranties, or representations associated with such interactions, are solely between you and the applicable third parties. Genie is not responsible or liable for any loss or damage of any sort incurred as the result of any such interactions or as the result of the presence of such third-party information made available through the Services.

2. REGISTRATION, SUBSCRIPTION & FEES

2.1 Registration. To register to use the Services, you must provide Genie or the third party platform through which you're accessing Genie services with the information requested in the registration process, including your name and work email address. You are responsible for all activities that occur under your account; Genie and its affiliates are not responsible for unauthorized access to your account. You will contact Genie immediately if you believe an unauthorized third party may be using your account or if your account information is lost or stolen. You will provide complete and accurate information during the registration process and will update it to ensure it remains accurate.

2.2 Subscriptions. Some parts of the Services are billed on a Subscription basis. You will be billed on a recurring and periodic basis ("Billing Cycle") with payment terms as set forth on the applicable order form and/or online checkout. Billing cycles are set either on calendar month or annual basis, depending on the type of Subscription plan you select when purchasing a Subscription. At the end of each Billing Cycle, your Subscription will automatically renew for additional successive periods of equal duration to the initial Subscription term unless you cancel it before the end of the then current Subscription period. If a free trial period applies to you, your Subscription will be charged upon the expiration of any applicable free trial period. Subscriptions canceled prior to the expiration of any trial period will not be charged. You may cancel your Subscription renewal by contacting Genie customer support team through the account management portal where applicable. If you are accessing our services through a third-party platform, please be aware that billing and payment processing may be handled by that third-party platform. In such cases, the third-party platform will charge and bill you directly. We advise you to review the billing and payment terms provided by the third-party platform to understand their billing procedures, as they may differ from ours. We are not responsible for any issues related to the payment processing or billing conducted by third-party platforms. Your access to our services via a third-party platform is subject to the terms and conditions agreed upon between you and the third-party platform.

2.3 Payments. A valid payment method is required to process the payment for your Subscription. You shall provide Genie with accurate and complete billing information including full name, address,

state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Genie to charge all Subscription fees incurred through your account to any such payment instruments. Should automatic billing fail to occur for any reason, Genie will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

2.4 Subscription fees. Genie, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle. Genie will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective. Your continued use of the Services after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

2.5 Currency. Unless otherwise agreed to in the applicable order form, all fees are payable in the currency of Spain through our payment processor ("Stripe"). You will be responsible for all taxes resulting from the performance of the Service other than taxes on Genie's income. If all or any part of any payment owed to Genie under this Terms of Service Agreement is withheld, based upon a claim that such withholding is required pursuant to the tax laws of any country or its political subdivisions and/or any tax treaty between Spain and any such country, such payment shall be increased by the amount necessary to result in a net payment to Genie of the amounts otherwise payable under this Terms of Service Agreement. All fees paid or payable under this Terms of Service Agreement are non-refundable and Subscriptions are non-cancelable during the Subscription term. Genie may change its fees and payment terms at its discretion.

2.6 Payments through Stripe. In order to make payments to Genie, you may be required to provide your credit card details to Stripe. Payment processing services by Stripe are subject to the Stripe Security Policy, found here: <https://stripe.com/docs/security/stripe>, and the Stripe Privacy Policy, found here: <https://stripe.com/privacy>, which Stripe may update from time to time. As a condition of Genie enabling payment processing services through Stripe, you agree to provide Genie accurate and complete information about you and your business, and you authorize Genie to share it and transaction information (exclusive of any credit or debit card numbers, details or associated passwords) related to your use of the payment processing services provided by Stripe. You expressly agree that Genie, or its payment processor, is permitted to bill you any applicable fees, any applicable tax and any other charges you may incur with Genie in connection with your use of the Services. The fees will be billed to the credit card or other payment account you provide in accordance with the billing terms in effect at the time the fees are due and payable. You acknowledge and agree that Genie will automatically charge your credit card or other payment account on record with Genie. If payment is not received or cannot be charged to your credit card account for any reason, Genie reserves the right to either suspend or terminate your access to the Service and terminate this Terms of Service Agreement.

2.7 Electronic communications. By using the Services, you consent to receiving electronic communications from Genie. These electronic communications may include notices about applicable fees and charges related to the Services and transactional or other information

concerning or related to the Services. These electronic communications are part of your relationship with Genie and you receive them as part of your use of the Services. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

2.8 Acceptable Use. In addition to the prohibitions set forth in Section 1(5) above, you agree not to, and not to allow third parties to use the Services: to violate, or encourage the violation of, the legal rights of others (for example, infringing or misappropriate the intellectual property rights of others); to engage in, promote or encourage illegal activity; for crypto mining; for any unlawful, invasive, infringing, defamatory or fraudulent purpose (for example, this may include phishing, creating a pyramid scheme or mirroring a website); to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature; to interfere with the use of the Service, or the equipment used to provide the Service, by customers, authorized resellers, or other authorized users; to disable, interfere with or circumvent any aspect of the Service; to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations ("spam"); or to use the Service, or any interfaces provided with the Service in a manner that violates the terms of this Terms of Service Agreement. If you become aware of any use or content that is in violation of the foregoing Acceptable Use restrictions, you agree to promptly remedy such use or content. If you fail to do so, Genie may suspend or disable access to the Service (including Your Data) until you comply.

2.9 Inactive User Accounts. We reserve the right to terminate unpaid user Accounts that are inactive for a continuous period of 120 days. In the event of such termination, all data associated with such user Account will be deleted. We will provide you prior notice of such termination and option to back-up your data.

3. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

3.1 Genie Rights. This Terms of Service Agreement does not transfer any right, title or interest in any intellectual property right to each other, except as expressly set forth in this Terms of Service Agreement. Genie owns all rights, title and interest in and to the Service. There are no implied rights. Genie reserves all rights not expressly granted herein.

3.2 User Feedback. We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Service ("Feedback"). Any feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you and without the obligation to identify you.

3.3 Your Rights in Your Data. You represent and warrant to Genie that: (1) you own all right, title, and interest in and to any and all permitted electronic data uploaded and stored by you in the Service ("Your Data"); (2) You have all rights in your Data necessary to grant the rights contemplated by this Terms of Service Agreement; and (3) none of your Data violates this Terms of Service

Agreement, any applicable law or regulation or any third party's intellectual property or other right. For the avoidance of doubt, as between Genie and You, you will retain all right, title and interest in all your Data and to all models and analyses created by you or your authorized personnel using the Services.

4. YOUR DATA

4.1 **Customer's Responsibility.** You are solely responsible for the development, content, operation, maintenance, and use of your Data. You will ensure that your Data, and your use of it, complies with this Terms of Service Agreement and any applicable laws and regulations. You are responsible for properly configuring and using the Services and taking your own steps to maintain appropriate security, protection and backup of your Data. You hereby consent that Genie may use your Data, the queries and models you submit to the Service, and metadata about your usage of the Service to measure and improve the Service and support your usage of the Service.

4.2 **Personal information.** If you include any data about any individual in your use of the Service, (1) Genie will hold and store your Data on your behalf, and you are the data controller of such data; (2) Genie will process personal data in compliance with this Section, your instructions and in accordance with Genie's [privacy policy](#); and (4) You warrant that: (a) Your instructions to Genie comply with applicable privacy and data protection laws and regulations, (b) You have all appropriate consents and an appropriate lawful basis to provide the data to the Service, and (c) You have provided proper privacy notifications to individuals as required by applicable laws and regulations. If you are located in the European Union or will transmit any of your Data that includes personal data regarding a resident of the European Union, you may contact us at admin@geniecloud.io to request a data processing addendum. You agree that under this Terms of Service Agreement, Genie is merely a data processor. Genie will use commercially reasonable efforts designed to prevent the unauthorized disclosure or destruction of your Data stored with Genie.

4.3 **HIPAA Data.** You agree not to upload to any Service any HIPAA data unless you have entered into BAA with Genie. Unless a BAA is in place, Genie will have no liability under this Terms of Service Agreement for HIPAA data, notwithstanding anything to the contrary in this Terms of Service Agreement or in HIPAA or any similar federal or state laws, rules or regulations.

4.4 **AI-Generated Data:** In order to enhance the user experience and provide enriched content, our service integrates with Genie's information database. This integration allows for the generation of prompts that are tailored to the user's needs and preferences. By using our service, you acknowledge and agree that: a) The prompts generated by you while using our service may be enriched with data obtained from Genie's information database. This process is designed to enhance the relevance and quality of the content provided to you. b) In order to facilitate this enrichment process, the prompts you generate may be sent to OpenAI, the entity behind Genie's information database. The transmission of data will be conducted in a secure manner, adhering to industry-standard encryption protocols. The use of Genie's information database is subject to [OpenAI's Privacy Policy](#). We encourage you to review OpenAI's Privacy Policy to understand how

your data is handled and protected. By agreeing to these terms, you consent to the sharing of your data with OpenAI for the purposes outlined above.

We do not control and are not responsible for the privacy practices of OpenAI or any third-party services. It is your responsibility to be aware of and understand OpenAI's Privacy Policy and any other third-party services you may interact with through our service.

You have the right to opt-out of this data sharing by discontinuing the use of our service or by utilizing the specific features provided by our service to control the sharing of your data. Please note that opting out may affect the functionality and the personalized nature of the service provided to you.

We reserve the right to modify or update this clause at any time. Such modifications will be effective immediately upon posting of the modified clause. We will provide notice of significant changes to this clause by posting a notice on our service or by sending you a notification. Your continued use of our service after any such changes constitutes your acceptance of the new terms.

5. CONFIDENTIAL INFORMATION

5.1. "Confidential Information" shall mean all written or oral information, disclosed by either party to the other, related to the operations of either party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. The parties acknowledge that during the performance of this Terms of Service Agreement, each party will have access to certain of the other party's Confidential Information or Confidential Information of third parties that the disclosing party is required to maintain as confidential. Both parties agree that all items of Confidential Information are proprietary to the disclosing party or such third party, as applicable, and will remain the sole property of the disclosing party or such third party. You and Genie will maintain the confidentiality of Confidential Information.

Confidential Information does not include information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure by the disclosing party; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing party without restriction.

6. TERM; TERMINATION

6.1 Term. The term of this Terms of Service Agreement commences when you accept this Terms of Service Agreement (such as by creating an account or proceeding with the use of the Service) and will remain in effect until terminated in accordance with this Terms of Service Agreement. You may

terminate this Terms of Service Agreement at any time by canceling Your account by contacting Genie's customer service or through the account management portal where applicable.

6.2 Termination. Genie may terminate this Terms of Service Agreement at any time on thirty (30) days advance notice. Genie may also terminate your account and this Terms of Service Agreement, or suspend your account, immediately if (i) Genie changes the way Genie provides or discontinues the Services; (ii) Your account was suspended and you have not remediated the reason for the suspension; or (iii) Genie determines that: (1) Your use of the Services poses a security risk to the Services or any third party; (2) Your use of the Services may adversely impact other users of the Service; (3) Your use of the Service may subject Genie, Genie's affiliates, or any third party to liability; (4) Your use of the Service may be fraudulent; (5) You are in breach of this Terms of Service Agreement; or (6) You have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

6.3 Effect of Termination. Upon termination of this Terms of Service Agreement (i) all your rights under this Agreement immediately terminate and you must cease using the Service, (ii) You are solely responsible for deleting or retrieving your Data from the Service prior to termination for any reason, and (iii) You must pay all unpaid fees to Genie. If either party terminates your account or this Terms of Service Agreement, Genie will provide You with a reasonable opportunity to retrieve your Data from the Service, if you so request. Such a request must be sent by email to Genie at admin@geniecloud.io within seven (7) days after you receive notice regarding the termination. In any event, your Data will be deleted from the Service no earlier than thirty (30) days after the termination notice regarding your account has been sent to you.

6.4 You understand and agree that Genie may change, suspend or discontinue any part of the Services and Services as a whole. Genie will notify you of any material change to or discontinuation of the Service by email or via Genie's website. If Genie discontinues the Service (excluding for your breach), you will receive a pro-rata refund for any pre-paid but unused fees.

7. WARRANTY; WARRANTY DISCLAIMER

7.1 GENIE PROVIDES THE SERVICE ON AN "AS IS" BASIS. GENIE DOES NOT MAKE ANY WARRANTIES REGARDING THE PERFORMANCE OF THE SERVICE OR UPTIME OF THE SERVICE, OR THAT YOUR USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR FREE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. GENIE EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GENIE HAS NO RESPONSIBILITY FOR LOSS OF YOUR DATA OR INABILITY TO USE THE SERVICE FOR ANY REASONS, INCLUDING, WITHOUT LIMITATION, IF DUE TO THE ACTS OR OMISSIONS OF ITS THIRD PARTY HOSTING PROVIDERS.

8. LIMITATION OF LIABILITY

8.1 YOU AGREE THAT GENIE AND ITS AFFILIATES SHALL IN NO EVENT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR DAMAGES ARISING FROM LOSS OF USE, LOSS OF QUERIES, CONTENT OR DATA OR ANY ACTUAL OR ANTICIPATED DAMAGES, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES MAY BE BASED, AND EVEN IF GENIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GENIE AND GENIE'S AFFILIATES' AGGREGATE LIABILITY FOR ANY PERMITTED DIRECT DAMAGES UNDER THIS TERMS OF SERVICE AGREEMENT WILL BE LIMITED TO THE GREATER OF (i) THE AMOUNT OF ONE HUNDRED EUROS; OR (ii) THE FEES THAT YOU HAVE ACTUALLY PAID OR PAYABLE TO GENIE FOR THE RELEVANT SERVICES WITHIN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES.

9. INDEMNIFICATION

9.1 Customer will defend, indemnify and hold harmless Genie, its suppliers and licensors, and its respective subsidiaries, affiliates, officers, agents, employees, representatives, and assigns, from any costs, damages, expenses, and liability caused by Customer's use of the Application Services, Customer's violation of this Terms of Service Agreement, Customer Content, or Customer's violation of any rights of a third party through use of the Application Services.

10. GENERAL

10.1 **Independent Contractors.** In making and performing this Terms of Service Agreement, Customer and Genie act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Terms of Service Agreement will be construed or implied to create an agency, joint venture, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either party make commitments or incur any charges or expenses for, or in the name of the other party. Any fees, expenses or other amounts paid by Customer to Genie hereunder shall not be considered salary for pension or wage tax purposes and neither Genie nor its personnel will be entitled to any fringe benefits, including sick or vacation pay, or other supplemental benefits of Customer, unless otherwise required by law.

10.2 **Advertising.** Each Party entitles the other Party to use the other party's name, logo, and a brief description of the services provided for advertising purposes on the Party's website and other marketing or investment materials. Any other use requires the prior consent of the party.

10.3 **Assignment.** The Customer may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Genie (not to be unreasonably withheld or delayed). Notwithstanding any provision in this Terms of Service Agreement, either party may assign this Terms of Service Agreement in its entirety, without the consent of the other party, to its successor in connection with a merger or acquisition (including by operation of law), corporate reorganization, or sale of all or substantially all of its assets. Any attempt by Customer to assign its

rights or obligations under this Terms of Service Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Terms of Service Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.4 **Governing Law.** Enforcement of any dispute relating to this Terms of Service Agreement will be governed by the laws of Spain.

10.5 **Force Majeure.** Genie is not liable for any delay or failure to perform any obligation under this Terms of Service Agreement where the delay or failure results from any cause beyond Genie's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

10.6 **Changes to the Terms.** Genie reserves the right to modify this Terms of Service Agreement at any time in accordance with this provision. If You disagree with the revised Terms of Service Agreement, you may terminate this Terms of Service Agreement with immediate effect by following the procedure described in the "Term and Termination" section. If you do not terminate your Terms of Service Agreement before the date the revised Terms of Service Agreement becomes effective, your continued access to or use of the Services will constitute acceptance of the revised Terms of Service Agreement.

GENIE BUILDER END USER LICENSING AGREEMENT ("EULA")

THIS IS A LEGAL AGREEMENT BETWEEN YOU ("YOU") AND HPC STIPPLE SL ("GENIE"). GENIE IS WILLING TO LICENSE GENIE BUILDER (THE "SOFTWARE") THAT IS PROVIDED TO YOU ONLY, IN BOTH SOURCE AND BINARY FORM AND RELATED DOCUMENTATION, UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT (THE "EULA AGREEMENT"). PLEASE READ THE TERMS AND CONDITIONS CAREFULLY BEFORE CLICKING ON THE "I AGREE" BUTTON OR USING THE SOFTWARE, AS CLICKING ON THIS BUTTON OR USING THE SOFTWARE WILL INDICATE YOUR ASSENT TO THEM. IF YOU DO NOT AGREE TO THE BELOW TERMS AND CONDITIONS, THEN CLICK ON THE "I DO NOT AGREE" BUTTON OR DO NOT USE THE SOFTWARE. IF YOU DO NOT AGREE TO THE BELOW TERMS AND CONDITIONS, GENIE IS UNWILLING TO LICENSE THE SOFTWARE TO YOU, AND YOU MAY NOT USE OR DOWNLOAD THE SOFTWARE.

YOU REPRESENT AND WARRANT THAT IF YOU ARE ENTERING INTO THIS EULA AGREEMENT ON BEHALF OF AN ENTITY OR ORGANIZATION THAT YOU HAVE ALL LEGAL AUTHORITY TO ENTER INTO THIS EULA AGREEMENT ON BEHALF OF SUCH ENTITY OR ORGANIZATION.

1. **License.** Subject to the following terms and conditions, Genie grants to you a nonexclusive, nontransferable limited license to Software (Genie Builder), subject to the limitations in this EULA Agreement. For clarity, the Software includes all of the software programs and packages that are

part of this distribution. You understand that the Software may include certain third party software programs and/or open source code (the "Third Party Components") that are subject to their own licenses including various open source licenses. Notwithstanding anything herein to the contrary, each Third Party Component is subject to the terms of its applicable license agreement. The applicable third party license agreement is included in the source code for the applicable Third Party Component. You hereby agree to abide by the terms of each third party license agreement as it relates to the applicable Third Party Component. In the event of any conflict between the terms of this EULA Agreement and the terms of any third party license agreement with respect to any Third Party Components, the applicable third party license agreement shall control.

2. Term and Termination.

(a) The term of this EULA Agreement shall commence on the date of your download of the Software, and the term shall continue until terminated as set forth herein.

(b) You may terminate the license granted under this EULA Agreement at any time by ceasing use of the Software and deleting all copies of the Software, if any, retained on your computer(s). In the event of termination of this EULA Agreement for any reason, all the sections of this EULA Agreement will survive except for Section 1.

(c) Genie may terminate this EULA Agreement at any time upon written notice to you in the event that you breach any term or condition of this EULA Agreement.

(d) Upon termination of this EULA Agreement for any reason, you agree that any and all rights you may have to use the Software shall automatically terminate.

3. You may not transfer the Software to another entity or person. You shall not rent, sell, time-share, lease, sublicense, transfer, copy, disclose, display or otherwise make available the Software or copies thereof to others. Any breach of the above terms and conditions shall immediately terminate this EULA Agreement. You hereby certify and agree that the Software will not be shipped, transferred, or re-exported, directly or indirectly, into any country prohibited by the United States Export Administration Act and the regulations thereunder, and the Software will not be used for any purpose prohibited by the same. You shall not attempt to modify or tamper with the normal function of any license manager that may regulate usage of the Software.

4. You may not erase, delete or modify any copyright, trademark or other proprietary notices included in the Software. You agree that if you infringe Genie's intellectual property rights or breach the terms of this EULA Agreement, Genie will be irreparably injured and may seek a court order to enjoin you from further use of the Software.

5. Software Support and Maintenance Services. If you have purchased Software support pursuant to a commercial purchase, Genie shall provide development support and maintenance services to you solely as set forth in the Agreement or if there is no such Agreement, as set forth in this End User License Agreement.

6. Scope and Terms. The scope and terms of your Software license depends on the type of license you are provided by Genie. The variety of license types are set forth below.

(a) FREE LICENSE: If you obtained the Software pursuant to a free download or are using the Software pursuant to free online usage, you may use the Software as per terms and conditions specified in clause 1. above; provided, however, that in all events, Genie Builder may be used only for Non-Commercial Purposes (as defined below). "Non-Commercial Purposes" means the use of the Software for non-commercial academic teaching and research purposes or other non-commercial not-for-profit scholarly purposes. In no event may you use the Software either for yourself or for the benefit of a third party: (i) to perform services for a fee; (ii) for the production, commercialization or manufacture of software programs for sale, license, transfer, or distribution to third parties; or (iii) for the production, commercialization or manufacture of software programs for use, publication or embedding on a device (tablet, phone, etc.) which would permit or facilitate the use of the Software on a commercial basis to allow making of individualized recommendations to patients.

(b) EVALUATION LICENSE: If You obtained the Software pursuant to an evaluation license, you may use the Software only for internal evaluation purposes and only for the term of the evaluation period, as specified by Genie. NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS EULA AGREEMENT, YOU MAY USE THE SOFTWARE ONLY FOR EVALUATION PURPOSES AND ONLY FOR THE TERM OF THE EVALUATION, YOU MAY NOT DISTRIBUTE ANY PORTION OF THE SOFTWARE, AND THE APPLICATION AND/OR PRODUCT DEVELOPED BY YOU MAY ONLY BE USED FOR EVALUATION PURPOSES AND ONLY FOR THE TERM OF THE EVALUATION. You may install copies of the Software on a reasonable number of computers to conduct your evaluation provided that you are the only individual using the Software and only one copy of the Software is in use at any one time.

(c) EDU LICENSE. If You obtained the Software pursuant to an EDU license, you may use the Software only for educational and teaching purposes, as specified on Genie's website. NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS EULA AGREEMENT, YOU MAY USE THE SOFTWARE ONLY FOR EDUCATIONAL PURPOSES, YOU MAY NOT DISTRIBUTE ANY PORTION OF THE SOFTWARE, AND THE APPLICATION AND/OR PRODUCT DEVELOPED BY YOU MAY ONLY BE USED FOR EDUCATIONAL PURPOSES.

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