

Terms and Conditions – Iridescent Bio

Version 1.1 – September 2023

The following Terms and Conditions apply if you use our Service and/or Reports.

1. Definitions

Content: all information that Users upload in the Service or otherwise make available via the Service, such as patents, images, information, text documents and links.

Credits: the digital credits that can be used by the User to pay for the Service.

Report: the reports that are produced by User's use of the Service.

Service: the service provided by us that enables Users to generate reports containing pictures, graphs, and data on protein sequences, or existing patents containing protein sequences.

Terms and Conditions: these terms and conditions that apply to the use of our Service and our Reports.

Iridescent Bio (also referred to as "our(s)", "us", "we"): Simat Istaran B.V., located at Biopartner 1, JH Oortweg 21, 2333CH Leiden, The Netherlands and registered with the Chamber of Commerce under number 90052439.

User: the person acting in the course of his professional practice or business who uses, in accordance with these Terms and Conditions, the Services that have been made available by us.

2. General

2.1 Our Services allow Users to generate reports that contain research information (visualisations, graphs, and data) on protein sequences, or existing patents containing protein sequences. Each time our Service is used, the User pays the amount of Credits as specified in the Service. We reserve the right to alter, update and/or maintain the Service at our sole discretion

2.2 We may unilaterally change these Terms and Conditions at all times. We will inform Users of changes on our website. Any modifications shall take effect immediately once the new Terms and Conditions have been published on our website. If a User does not accept the new Terms and Conditions, the User must cease its use of the Service as of the moment the new Terms and Conditions have been published.

2.3 In the event of violation of these Terms and Conditions, we have the right to suspend the User's access to the Service temporarily or permanently.

3. Subscription, payment terms and trial version

3.1 The User can purchase a subscription for the term and under the conditions as specified on our website. The subscription will periodically grant the user new Credits. The amount of Credits to be received by the User depends on the subscription of the User as specified on our website. The User can purchase additional Credits as long as a subscription is active. Any subscriptions and/or Credits bought are non-refundable, except to the extent we terminate our Service for convenience in accordance with article 8.2.

3.2 Prices on our website are excluding VAT, unless it is clearly stated that VAT is included.

3.3 The User's subscription will automatically renew at the end of the subscription period, unless the User cancels its subscription before the end of the current subscription period.

3.4 We may change the prices of our subscriptions. Price changes of subscriptions will be communicated to current subscribers in advance via the e-mail address known to us. Price changes for subscriptions will take effect at the start of the next subscription period following the date of the price change. Subscription price changes are accepted by continuing the subscription after the price change takes effect. If you do not agree with the subscription price

changes, you have the right to reject the change by cancelling your subscription prior to the price change going into effect.

- 3.5 We may change the amount of Credits that must be paid for using the Service from time to time to reflect changes and updates in the Service provided, to protect the sustainability of our business model and to compensate for cost increases. Such changes will be announced via the Service at least one week prior to the changes going into effect.
- 3.6 In case of a yearly subscription, Credits expire at the end of the subscription period. In case of another subscription term, Credits expire 1 year after they have been added to the account of the User.
- 3.7 If the User cancels its subscription, remaining Credits can be used by the User until the end of the subscription period. At the end of the subscription period, any remaining Credits shall expire. Credits cannot be sold or exchanged.
- 3.8 The User can pay for its subscription and Credits by using one of the payments methods offered on our website. If the payment fails or if no payment method from the website is used, the User will be invoiced its purchases. Invoices must be paid in euro within 30 days after the invoice date.
- 3.9 If the invoice is not paid in full within the payment term, we reserve the right to revoke the User's access to the Service, without liability to User, until the invoice has been paid in full.
- 3.10 As trial version or for testing purposes, we may provide the User Credits free of charge. We may revoke Credits that are provided free of charge at our own discretion.

4. **License**

- 4.1 The intellectual property rights in and/or on (parts of) the Service, the Reports and anything else provided by us to the User vest exclusively with us and/or our contractors.
- 4.2 The intellectual property rights in or on (parts of) the Content, remain with their respective owner(s). The User hereby grants us a world-wide, royalty-free, non-exclusive, non-transferrable and sublicensable right to use the Content to provide the Service to the User and to improve the Service.
- 4.3 On acceptance of and compliance with these Terms and Conditions, we grant the User a royalty-free, non-exclusive, non-transferrable and non-sublicensable right to use the Service and the Reports for internal purposes only.
- 4.4 The User may not distribute or publish the Reports without our prior written consent, provided that the User is allowed to publish a selection of images and graphs as presented in the Report in scientific papers and presentations at conferences.
- 4.5 The User cannot derive any rights from the use of the Service and the Reports other than specified in these Terms and Conditions.

5. **Obligations of the User**

- 5.1 The User shall at all times comply with the following obligations when using the Service and/or Reports:
 - (a) The Service and Reports shall only be used in accordance with the license as granted to the User under articles 4.3 and 4.4;
 - (b) Login details are confidential information and must be handled as such. Login details may not be shared with others;
 - (c) The Service and Reports may not be altered without our prior written permission nor may the User remove and/or edit any product-, brand-, and/or other indications of Iridescent Bio in the Reports;
 - (d) Except to the extent allowed under these Terms and Conditions, it is not allowed to reproduce, decompile, reverse engineer modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any

portion of the Service and Reports and/or any information and/or data contained therein;

- (e) It is not allowed to take any action with the aim or intent to avoid the security measures of the Service and Reports or to discover or obtain the source code of the Service;
- (f) It is not allowed to make unreasonable or disproportionate demands on the infrastructure of the Service or otherwise interfere with the functionality of the Service;
- (g) As a user of the Service, the User may not upload or otherwise make available or use any Content on or through the Service that:
 - (i) contains information that includes material that infringes the rights of third parties;
 - (ii) contains viruses, malware, trojan horses, worms, bots or other software;
 - (iii) damages, renders useless, renders inaccessible, erases or appropriates any automated work, connection and/or data;
 - (iv) bypasses the security measures of our Service;
 - (v) infringes our rights, reputation and/or interests and/or those of third parties; and/or
 - (vi) is in any other way unlawful or contrary to morality and/or public order.

6. **Indemnification by the User**

The User indemnifies us for any third party claims and damages (including legal costs) that we may incur due to the User:

- (a) violating articles 4.3 4.4 and 5; and/or
- (b) sharing Content with us.

7. **Warranty and exclusion of liability**

7.1 User acknowledges and agrees that the Services and Reports depend on the accuracy of the information provided to us and we shall have no obligation to verify whether the provided information is complete or accurate. Any incorrect or incomplete information may result in deviating Reports for which we accept no responsibility or liability.

7.2 The Service is provided as a research tool and therefore:

- (a) we do not guarantee that the Service and/or Report can be used for the intended purpose of the User or that the Service and/or Report is accessible;
- (b) the Service is provided as-is and use of the Service is at the User's own risk. We give no guarantee regarding the Report or its usability. The Report may contain errors and the User may not assume that the Report is correct and/or complete; and/or

7.3 We do not guarantee the safekeeping of the Content uploaded to us via the Service. Any Content shared with us is shared at the User's own risk. The User must make sure that any Content shared with us is not of a confidential nature.

7.4 To the extent permitted by law, we exclude our liability for all financial loss and damages caused by our Services and/or the Reports and/or suffered as a result of the use of the Service and/or (the information included in) the Reports. We are never liable for any damage whatsoever, if the damage suffered by the User or a third party is (partly) the result of or related to the circumstance that the User has not completely or incorrectly fulfilled one or more obligations from these Terms and Conditions.

7.5 We are never liable for or obliged to repair corrupted or lost data and we are not liable or responsible for the information and/or data, or the correctness of the information and/or data that is used and/or processed and/or converted by the User for or in combination with the Results.

8. **Termination**

- 8.1 If the User violates these Terms and Conditions or refuses to comply with our reasonable instructions, we may terminate the User's license and his right to use our Service without giving prior notice. The User shall not be compensated in any way and shall not be reimbursed for the remaining duration of its subscription period and/or any unspent Credits.
- 8.2 We may terminate our Service or the User's license and his right to use our Service for convenience at any moment giving one week's prior notice via the e-mail address known to us. In such case, the User shall be reimbursed for the remaining duration of its subscription.
- 8.3 In case of termination of the Services or the provision thereof to the User, the User will be informed in advance via the e-mail address known to us.

9. **Governing law and disputes**

- 9.1 These Terms and Conditions and the use of the Service and Reports is governed exclusively by the law of the Netherlands. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is excluded.
- 9.2 Any disputes arising out of these Terms and Conditions or the use of the Service or Reports shall be subject to the exclusive jurisdiction of the Dutch court. If we invoke this article and the User is a natural person who does not act in the exercise of a profession or business, the User is granted a term of one month after this article has been invoked to opt for settlement of the dispute by the competent court according to the law.

10. **Contact**

If you have any questions about our Service, the Reports or these Terms and Conditions, you can contact us via email at: legal@iridescent.bio.