

PLEASE READ CAREFULLY BEFORE ACCESSING OR DOWNLOADING ANY SOFTWARE FROM THIS WEBSITE:

This agreement (“**Agreement**”) is a legal agreement between you (“**Customer**” or “**you**”) and Gitlife BioTech Limited (company number 14690170), having its registered office at 3rd Floor Maybrook House, 27-35 Grainger Street, Newcastle Upon Tyne, United Kingdom, NE1 5JE (“**GLB**”, “**us**” or “**we**”) for CellRepo.

We grant you a licence to use CellRepo under the terms of this Agreement. This licence does not constitute a sale of the Software or Documents to you. We remain the owners of the Software and Documents at all times.

IMPORTANT NOTICE TO ALL USERS:

BY DOING ANY OF THE FOLLOWING:

- CLICKING “I ACCEPT”
- USING THE SERVICES;

YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING YOUR USE OF CELLREPO AND YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS LICENCE.

IF YOU ARE ENTERING INTO THIS LICENCE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM “YOU” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS OF THIS LICENCE, YOU MUST NOT USE THE SERVICES.

1 DEFINITIONS

1.1 In this Agreement:

1.1.1 “**Account**” means an individual user or business profile within CellRepo generated by GLB;

1.1.2 “**BioMaterial**” means biological material provided by Customer (or a third party on behalf of Customer) to GLB for the provision of GenoServices;

1.1.3 “**Business Contact Information**” shall have the meaning given to it in Clause 15.3;

1.1.4 “**CellRepo**” means the Software and Documents;

1.1.5 “**Credentials**” means any username, password or log-in details relating to an Account;

1.1.6 “**Customer Content**” means:

- (i) GenoSignature Data; and

- (ii) any code, text, data, articles, images, photographs, graphics, software, applications, packages, designs, features, and other materials that is written or otherwise, created or uploaded by Customer;
- 1.1.7 “**Customer Licence Terms**” means the terms and conditions applicable to the licensing by the Customer of Customer Content to other CellRepo Users or Accounts, for purposes including but not limited to, collaboration, research and development, commercial exploitation or as otherwise determined by Customer; These terms apply solely to the Customer’s licensing of their content to other CellRepo Users or Accounts and do not impose any obligations or restrictions on GLB.
- 1.1.8 “**Documents**” means any documentation in relation to the Software produced and delivered by GLB or made available at www.cellrepo.com;
- 1.1.9 “**Event Outside Our Control**” means any act or event beyond GLB’s reasonable control, including without limitation failure of public or private telecommunications networks;
- 1.1.10 “**Fork**” means that other CellRepo Accounts/Users may make their own copies of Customer Content from your Public Repositories and/or your Private Limited Access Repositories in repositories that they control (and the term “**Forked**” shall be construed accordingly);
- 1.1.11 “**Geno IPR**” means all intellectual property rights in the GenoSignatures in both their digital and biological (i.e. oligomer) forms;
- 1.1.12 “**GenoServices**” means together the GenoSignatures and CellRepo;
- 1.1.13 “**GenoSignature**” means unique codes generated by CellRepo for the inclusions in customer biological material applied through a ‘GenoStamp’, ‘GenoGuard’, ‘GenoSeal’ or any other similar service offered by GLB from time to time pursuant to a GenoSignature Agreement;
- 1.1.14 “**GenoSignature Agreement**” means separate agreement between Customer and GLB for the provision of GenoSignatures;
- 1.1.15 “**GenoSignature Data**” means any data, information or records relating to GenoSignatures generated by GLB for, and licensed to, the Customer;
- 1.1.16 “**Licence Terms**” means Customer Licence Terms and/or Third Party Licence Terms (as applicable);
- 1.1.17 “**Personal Data**” shall have the meaning given to it in UK GDPR;
- 1.1.18 “**Private Repository**” shall have the meaning given to it in Clause 4.7;
- 1.1.19 “**Private Limited Access Repository**” shall have the meaning given in Clause 4.4;

- 1.1.20 “**Public Repository**” shall have the meaning given to it in Clause 4.2;
- 1.1.21 “**Repository**” means functionality within an Account which allows Customer to: (i) upload; and (ii) manage permissions relating to the accessibility of Customer Content (or any part thereof);
- 1.1.22 “**Software**” means the biology version control software and the data supplied with it at www.cellrepo.com;
- 1.1.23 “**Third Party Licence Terms**” means the terms and conditions applicable to the licensing by a CellRepo Account to the Customer or to other CellRepo Accounts, for collaboration, research and development, commercial exploitation or as otherwise determined by that Account;
- 1.1.24 “**UK GDPR**” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and
- 1.1.25 “**User**” means any person permitted to use and access CellRepo under an Account.

2 GRANT AND SCOPE OF LICENCE

- 2.1 In consideration of Customer agreeing to abide by the terms of this Agreement, GLB grants to Customer a worldwide, non-exclusive, non-transferable, non-sublicensable licence to access and use CellRepo on the terms of this Agreement.
- 2.2 Customer may use any Documents in support of the use permitted under Clause 2.1 and make such copies of the Documents as are reasonably necessary for your lawful use.
- 2.3 GLB hereby reserves all rights in and to CellRepo that are not expressly granted to Customer pursuant to this Agreement.

3 ACCOUNT AND USER CREDENTIALS

- 3.1 GLB will create an Account for Customer.
- 3.2 Customer undertakes to keep, and shall ensure that its Users keep, its/their Credentials secure and confidential and will not allow any other individual to use their Credentials;
- 3.3 Customer will promptly, and in any event within one (1) working day notify, GLB to the email address listed on <https://www.cellrepo.com>, if you become aware: (a) that any Credentials are compromised; (b) of any unauthorised use of any Credentials; (c) of any access to information, content or data through CellRepo which Customer or a User is not authorised to access or use; or (d) of any other breach of security that is known or suspected by Customer.
- 3.4 Customer shall be deemed to have authorised any actions carried out using its and its Users’ then-current Credentials (even where those actions are not authorised by you) until 24 hours after notice has been given by you to us in accordance with Clause 3.3 (which notice will be deemed given immediately on receipt).

3.5 Customer acknowledges that GLB (or GLB’s designated auditor) may audit CellRepo in order to establish Customer’s compliance with the terms of this Agreement. If any of the audits reveal:

3.5.1 that any Credentials have been provided to any other party, then without prejudice to GLB’s other rights, GLB may suspend the Account, and shall not be obliged to issue any new Credentials; or

3.5.2 any material non-compliance by a Customer, then without prejudice to GLB’s other rights, GLB may suspend access to CellRepo;

until such non-compliance is resolved to GLB’s sole satisfaction.

4 **REPOSITORIES AND PERMISSION SETTINGS**

4.1 CellRepo allows each Customer to control access to its Repositories. Customer may change access permissions to its Repositories subject to amending the permission settings in CellRepo.

Public Repositories:

4.2 Customer acknowledges and agrees that, subject to the Repository permission settings selected by Customer, Customer Content can be made publicly accessible (“**Public Repository**”).

4.3 If Customer sets its Repository to be viewed publicly, Customer grants each User a perpetual, non-exclusive, worldwide licence to view, use, or copy Customer Content within Public Repository.

Private Limited Access Repositories:

4.4 Customer acknowledges and agrees that, subject to the Repository permission settings selected by Customer, Customer Content can be shared amongst a selected group of Accounts and/or Users (“**Private Limited Access Repository**”).

4.5 If Customer sets its Repository to be viewed by a limited group, Customer grants each such Account and/or User a perpetual, non-exclusive, worldwide licence to view, use, or copy Customer Content within the Private Limited Access Repository.

4.6 Customer may grant additional Users and/or Accounts access to its Private Limited Access Repository via the Account permission settings.

Private Repository:

4.7 Customer acknowledges and agrees that subject to the Repository permission settings selected by Customer, it may make its Repository private (“**Private Repository**”).

4.8 GLB considers the Customer Content in Private Repositories to be confidential to Customer and its Users. GLB will protect the contents of Private Repositories from unauthorised use,

access, or disclosure in the same manner that GLB protects its own confidential information of a similar nature, and in no event with less than a reasonable degree of care.

GLB Access:

- 4.9 By entering into this Agreement, Customer grants GLB access to Customer Content:
 - 4.9.1 to maintain the integrity of CellRepo;
 - 4.9.2 as necessary in response to a security threat or other risk to security;
 - 4.9.3 in accordance with the licence granted in Clause 8.6; and/or
 - 4.9.4 to comply with applicable law or the order of any court of competent jurisdiction.

5 PRODUCTS AND SERVICES

GenoSignatures:

- 5.1 Subject to entering into a GenoSignature Agreement, the Customer may provide BioMaterial to GLB in order to receive GenoSignatures.
- 5.2 Unless otherwise agreed in the GenoSignature Agreement, on creation of GenoSignature Data GLB shall upload the GenoSignature Data into Customer's relevant Repository maintaining the original Repository permissions
- 5.3 Customer will abide by, and will not knowingly cause GLB or its affiliates to contravene, any and all laws, regulations, rules, and industry guidelines that are applicable to its use or sharing of Customer Content (including GenoSignature Data) via CellRepo or otherwise.

CellRepo Transactions:

- 5.4 Customer acknowledges that CellRepo allows Customer to access the public repositories of, Fork content from, and correspond with, other CellRepo Users and that Customer does so solely at its own risk.
- 5.5 Except for any GenoSignature Data, GLB makes no representation, warranty or commitment, and shall have no liability or obligation whatsoever in relation to:
 - 5.5.1 the content or data on any repositories;
 - 5.5.2 use by Customer of any content, data on any repository
 - 5.5.3 any correspondence with any other CellRepo Account/User;
 - 5.5.4 and any Licence Terms adopted or displayed;

- 5.5.5 any transactions completed via CellRepo (including the sharing of BioMaterials or Customer Content which is facilitated by CellRepo); or
 - 5.5.6 any other contract entered into by Customer with any other CellRepo Account/User.
- 5.6 Any Licence Terms or contract entered into, and any transaction completed, is between Customer and the other CellRepo Account/User and not GLB. GLB recommends that the Customer refers to the applicable Licence Terms prior to using or copying any content or biomaterial.
- 5.7 Except for any GenoSignature Data, GLB does not endorse or approve the data, biomaterial or content (including Customer Content) made available via CellRepo.

General:

- 5.8 Customer will not use GenoServices other than as expressly permitted under this Agreement and the GenoSignature Agreement.

6 LICENCE TERMS

- 6.1 Customer shall decide, at its sole discretion, the Customer Licence Terms.
- 6.2 GLB may provide template material transfer agreements and content licence agreements via CellRepo which Customer may choose to adopt or not. For the avoidance of doubt, GLB shall not be party to any Licence Terms. The Licence Terms are strictly between Customer and other CellRepo Account(s)/User(s).
- 6.3 GLB does not actively monitor the content of Licence Terms, and gives no warranty or representation, and shall have no liability to Customer or any other person as a result of using any Licence Terms (including any template terms and conditions available by GLB) or any reliance placed on any Licence Terms accessible via the CellRepo.
- 6.4 If another CellRepo Account/User adds content to CellRepo containing Third Party Licence Terms, that user is licensing that content under those Third Party Licence Terms, and Customer agrees to comply with such Third Party Licence Terms when using such content.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 Customer acknowledges that:
- 7.1.1 all intellectual property rights in CellRepo anywhere in the world belong to GLB,
 - 7.1.2 rights in the Software are licensed (not sold) to Customer;
 - 7.1.3 Customer has no rights in, or to, the Software or the Documents other than the right to use them in accordance with the terms of this Agreement;
 - 7.1.4 it has no right to have access to the Software in source code form;

- 7.1.5 any suggested improvements or feedback in relation to CellRepo vest in GLB;
- 7.2 Customer acknowledges that GLB owns the Geno IPR and licences the Geno IPR to customers in accordance with the terms of the GenoServices Agreement.
- 7.3 GLB acknowledges and agrees that Customer owns all Customer Content and BioMaterials (other than GenoSignature Data).
- 7.4 Customer permits and grants a royalty-free non-exclusive, non-transferable license to GLB to use Customer's name, trademark and logo(s) on GLB's websites and in marketing and other materials of GLB to identify Customer as a customer or user of CellRepo and/or GenoServices (as applicable). Subject to the foregoing, all names, trademarks and logos of Customer are the exclusive property of Customer and its suppliers, and GLB has not and will not acquire any proprietary rights therein by reason of this Agreement.
- 7.5 Customer permits and grants a royalty-free, non-exclusive, non-transferable license to GLB to use, host, publish, and share store, archive, parse, and display Customer Content, and make incidental copies, as necessary to provide CellRepo. Subject to the terms of Clause 4 (Repositories and Permission Settings) this licence includes the right to:
 - 7.5.1 copy Customer Content to our database and make backups;
 - 7.5.2 display Customer Content to Customer and other Accounts/Users;
 - 7.5.3 parse Customer Content into a search index or otherwise analyse or model Customer Content on our servers; and
 - 7.5.4 share Customer Content with other Accounts/Users.
- 7.6 The licence granted pursuant to Clause 7.5 does not grant GLB the right to sell Customer Content or to otherwise distribute or use Customer Content outside of CellRepo.

8 **CUSTOMER CONTENT**

- 8.1 The Customer shall own all right, title and interest in and to all of the Customer Content (other than GenoSignature Data) and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Content (other than GenoSignature Data).
- 8.2 Customer agrees that it shall only submit Customer Content that it has right to post, upload, link or make available via CellRepo and warrants that it has fully complied with all third party licences relating to Customer Content posted, uploaded, linked or made available.
- 8.3 Except for GenoSignature Data, the Customer warrants to GLB that the Customer Content will not: (a) infringe the Intellectual Property Rights or other legal rights of any person; and (b) breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.
- 8.4 Save as expressly set out in the GenoSignature Agreement in respect of GenoSignature Data, GLB does not actively monitor the substance of the Customer Content, and gives no warranty

or representation, and shall have no liability to the Customer or any other person as a result of decisions made using CellRepo or any reliance placed on any Customer Content accessible via CellRepo.

- 8.5 Customer is solely liable for the substance of, and for any harm resulting from, any Customer Content that you post, upload, link to or otherwise make available via CellRepo. GLB is not responsible for any public display or misuse of Customer Content.
- 8.6 The Customer hereby grants to GLB a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Content to:
 - 8.6.1 the extent reasonably required for the performance of GLB's obligations and the exercise of GLB's rights under this Agreement;
 - 8.6.2 generate GLB data (including aggregation/summaries of Customer Content) for its internal business purposes, including deriving insights, developing new products and features, and improving our services as well as for the purposes of forensic provenance. GLB may also create such data on the basis of Customer's usage of CellRepo. GLB may use all such data created in accordance with this Clause 8.6.2 on a perpetual basis.

9 **RESTRICTIONS**

- 9.1 Except as expressly set out in this Agreement and notwithstanding contrary provisions of local law, Customer undertakes:
 - 9.1.1 not to copy, modify, translate, merge, adapt, vary enhance, alter, duplicate, create derivative works from, frame, mirror, republish, display, transmit, or distribute all or any portion of the CellRepo or Geno IPR (as applicable) in any form or media or by any means, except for copying which is incidental to normal use of CellRepo, or where it is necessary for the purpose of back-up;
 - 9.1.2 not to rent, lease, sub-license, loan, or modify CellRepo or the Geno IPR;
 - 9.1.3 not to make alterations to, or modifications of, the whole or any part of CellRepo or the Geno IPR, nor permit CellRepo, the data contained therein, or any part of it to be combined with, or become incorporated in, any other programs;
 - 9.1.4 not to disassemble, decompile, or reverse-engineer the whole or any part of CellRepo or the Geno IPR, nor attempt to do any such thing;
 - 9.1.5 to supervise and control use of the Software and Documents and ensure that the Software and Documents are used by your employees and representatives in accordance with the terms of this Agreement;
 - 9.1.6 not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person (other than making the Software available to Customer's Users) without prior written consent from us;

- 9.1.7 not to access all or any part of CellRepo or the Geno IPR in order to build a product or service which competes with CellRepo and/or the GenoServices;
- 9.1.8 not to violate (or attempt to violate) the security of the GLB's network, information systems, and data including by attempting to:
- (a) probe, scan, or conduct any load testing or penetration testing or otherwise test the vulnerability of any GLB's networks, information systems and data;
 - (b) introduce (or permit the introduction) of any virus, worms, corrupt files, Trojan horses, logic bombs or other forms of corruptive code, or any other content that may compromise the Software or GLB's network and information systems;
 - (c) breach or circumvent any security or authentication measures used by GLB; or
 - (d) attempt to gain (or knowingly permit, or acquiesce, to any attempt by a third party to gain) unauthorised access to GLB's systems, networks, or data.
- 9.2 For the avoidance of doubt, the Customer has no right to access the Software code (including object code, intermediate code and source code) of CellRepo at any time.
- 9.3 The Customer and CellRepo Accounts/Users have no rights to reproduce and/or otherwise use CellRepo, the Customer Content or any other content, material or data obtained from/located within CellRepo in any manner:
- 9.3.1 for purposes of developing, fine tuning, validation or training artificial intelligence / LLM technologies or models; or
 - 9.3.2 for conducting, enabling or permitting any text or data mining or web scraping; or
 - 9.3.3 to generate works, including technologies that are capable of generating works, in the same style or genre as the GenoSignatures
- nor does Customer nor any CellRepo Account/User have the right to sub-license or permit others to do any of the foregoing.
- 9.4 The Customer shall not access, store, distribute or transmit any material during the course of its use of CellRepo that:
- 9.4.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 9.4.2 facilitates illegal activity;
 - 9.4.3 depicts sexually explicit images;

- 9.4.4 promotes unlawful violence;
 - 9.4.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 9.4.6 is otherwise unlawful, illegal, fraudulent or causes damage or injury to any person or property.
- 9.5 GLB reserves the right, without liability or prejudice to its other rights to Customer, to disable the Customer's access in the event that the Customer breaches the provisions of this Clause 9.

10 **WARRANTIES**

- 10.1 GLB warrants to Customer that:
- 10.1.1 GLB has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
 - 10.1.2 GLB will comply with all applicable laws and regulatory requirements applying to the exercise of GLB's rights and the fulfilment of GLB's obligations under this Agreement;
 - 10.1.3 CellRepo will conform in all material respects with the specification set out in the Documents;
 - 10.1.4 it shall use reasonable endeavours not to introduce any material defects into the Software;
 - 10.1.5 it shall use reasonable endeavours to ensure that CellRepo will be free from viruses and vulnerabilities; and
 - 10.1.6 CellRepo will incorporate security features reflecting the requirements of good industry practice.
- 10.2 The warranty at Clause 10.1.3 does not apply: (a) if the defect or fault in the Software results from Customer having altered or modified the Software; or (b) if the defect or fault in the Software results from Customer having used the Software in breach of the terms of this Agreement.
- 10.3 The Customer warrants and undertakes to GLB that it shall:
- 10.3.1 comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - 10.3.2 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner;
 - 10.3.3 use CellRepo in accordance with the terms and conditions of this Agreement;

- 10.3.4 obtain and shall maintain all necessary licences, consents, and permissions necessary: (a) with respect to its activities under this Agreement; or (b) for GLB to perform their obligations under this Agreement;
 - 10.3.5 be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from Customer's information systems and networks to GLB's information systems and networks, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's information systems, networks connections or telecommunications links, or caused by the internet.
- 10.4 The Customer shall defend, indemnify, and hold harmless GLB against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and all legal fees) arising out of or in connection with the Customer's use of CellRepo.

11 **LIMITATION OF LIABILITY**

- 11.1 Customer acknowledges that the Software has not been developed to meet Customer's individual requirements, and that it is therefore Customer's responsibility to ensure that the facilities and functions of the Software as described in the Documents meet your requirements.
- 11.2 Except as expressly and specifically provided in this Agreement:
- 11.2.1 Customer assumes sole responsibility for: (a) results obtained and conclusions drawn from; and (b) all transactions completed using; CellRepo.
 - 11.2.2 GLB shall have no liability for any damage caused by errors or omissions in any: (a) Customer Content (other than GenoSignature Data in accordance with Clause 8.4); (b) third party content; (c) any information or instructions provided to GLB by Customer; or (d) any actions taken by GLB at Customer's direction;
 - 11.2.3 the Software and the Documents are provided to Customer on an "as is" and "as available" basis.
- 11.3 GLB shall not in any circumstances whatever be liable to Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for any direct or indirect:
- 11.3.1 loss of profits, sales, business, or revenue;
 - 11.3.2 business interruption;
 - 11.3.3 loss of anticipated savings;
 - 11.3.4 wasted expenditure;
 - 11.3.5 loss or corruption of data or information;

- 11.3.6 loss of business opportunity, goodwill or reputation;
- 11.4 GLB shall not in any circumstances whatever be liable to Customer, any special, indirect or consequential loss, damage, charges or expenses.
- 11.5 Other than the losses set out in Clauses 11.3 and 11.4 (for which we are not liable), our maximum aggregate liability under or in connection with this Agreement whether in contract, tort (including negligence) or otherwise, shall:
 - 11.5.1 for Customer accessing CellRepo on a free-to-use subscription basis, in all circumstances be limited to a sum equal to £1; or
 - 11.5.2 for Customer accessing CellRepo on a paid subscription basis, in all circumstances be limited to 100% of fees paid by Customer in the 12 months prior to the claim giving rise to liability.

Notwithstanding the foregoing this maximum cap does not apply to Clause 11.6.

- 11.6 Nothing in this Agreement shall limit or exclude a party's liability for:
 - 11.6.1 death or personal injury resulting from negligence;
 - 11.6.2 fraud or fraudulent misrepresentation;
 - 11.6.3 any other liability that cannot be excluded or limited by English law.
- 11.7 This Agreement sets out the full extent of GLB's obligations and liabilities in respect of the supply of the Software and Documents.
- 11.8 Except as expressly stated in this Agreement, there are no conditions, warranties, representations or other terms, express or implied, that are binding on GLB. Any condition, warranty, representation or other term concerning the supply of the Software and Documents which might otherwise be implied into, or incorporated in, this Agreement whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

12 **TERMINATION**

- 12.1 GLB may terminate this Agreement immediately by written notice to Customer if Customer commits a material or persistent breach of this Agreement which Customer fails to remedy (if remediable) within 14 days after the service of written notice requiring Customer to do so.
- 12.2 Customer may terminate this Agreement by deleting its Account on CellRepo.
- 12.3 On termination of this Agreement for any reason:
 - 12.3.1 Customer must immediately cease all activities authorised by this Agreement;
 - 12.3.2 all licences granted by GLB under this Agreement shall immediately terminate and Customer shall immediately cease all use of the Software and/or the Documents;

- 12.3.3 GLB shall for a period of 30 calendar days from the date of termination, allow Customer to extract Customer Content from the Account; and
 - 12.3.4 regardless of whether the Customer has exercised its rights under Clause 12.3.3, GLB shall destroy or otherwise dispose of any Customer Content in its possession no later than 60 calendar days after the effective date of the termination of this Agreement. (For the avoidance of doubt, and subject to Clause 8.6.2, some Customer Content may remain in encrypted backups but cannot be recovered once your Account is deleted).
- 12.4 The licences Customer grants to GLB will terminate on GLB's exercise of its rights of deletion/disposal pursuant to Clause 12.3.4. Notwithstanding Clause 12.3.4, GLB will not delete Customer Content that Customer has contributed to other CellRepo Accounts or that other CellRepo Users/Accounts have Forked and GLB may also continue to use GLB data generated pursuant to Clause 8.6.2 and in accordance with that clause.
- 12.5 For the avoidance of doubt termination of this Agreement shall not affect any licensing of content (including Customer Content) between: (a) Customer and GLB pursuant to the GenoSignature Agreement; or (b) any Licence Terms agreed between Customer and other Accounts/Users of CellRepo; which shall continue to be governed by such terms.
- 12.6 Except to the extent that this Agreement expressly provides otherwise, any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination existed at or before the date of termination shall not be affected or prejudiced.

13 **COMMUNICATIONS BETWEEN US**

- 13.1 GLB may update the terms of this Agreement at any time on notice to Customer in accordance with this Clause 13.
- 13.2 Customer's continued use of the Software and Documents following the deemed receipt and service of the notice under Clause 13.4 shall constitute Customer's acceptance to the terms of this Agreement, as varied.
- 13.3 If Customer does not wish to accept the terms of the Agreement as varied, Customer must immediately stop using and accessing the Software and Document on the deemed receipt and service of the notice.
- 13.4 If GLB has to contact Customer, GLB will do so by email to the address Customer provided when registering to use CellRepo. Any notice:
- 13.4.1 given by GLB to Customer will be deemed received and properly served: (a) 24 hours after it is first posted on www.cellrepo.com; or (b) 24 hours after an email is sent; and
 - 13.4.2 given by Customer to GLB will be deemed received and properly served 24 hours after an email is sent to GLB to contact@gitlifebiotech.com.
- 13.5 In proving the service of any notice, it will be sufficient to prove, in the case of:

- 13.5.1 posting on www.cellrepo.com, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice;
- 13.5.2 an email, that such email was sent to the email address of the recipient given for these purposes.

14 EVENTS OUTSIDE OUR CONTROL

- 14.1 GLB will not be liable or responsible for any failure to perform, or delay in performance of, any obligations under this Agreement that is caused by an Event Outside Our Control.
- 14.2 If an Event Outside Our Control takes place that affects the performance of GLB's obligations under this Agreement:
 - 14.2.1 GLB's obligations under this Agreement will be suspended and the time for performance of GLB's obligations will be extended for the duration of the Event Outside Our Control; and
 - 14.2.2 GLB will use reasonable endeavours to find a solution by which GLB's obligations under this Agreement may be performed despite the Event Outside Our Control.

15 HOW WE MAY USE YOUR PERSONAL INFORMATION

- 15.1 Customer acknowledges and agrees that GLB will not process Personal Data (other than Business Contact Information) as part of the GenoServices, and both Customer and GLB will use reasonable efforts to monitor and restrict any Personal Data being uploaded or stored on CellRepo.
- 15.2 The Customer acknowledges and agrees that GLB shall be a data controller in respect of any Business Contact Information and shall use Business Contact Information for the purposes of administering the GenoServices, in accordance with its [Privacy Policy](#).
- 15.3 If GLB knowingly receives Personal Data (excluding business contact information such as name, email address of Customer for the purpose of entering into this Agreement (“**Business Contact Information**”)) from Customer (including by upload to CellRepo), GLB will promptly notify Customer and either return or destroy such Personal Data (as instructed by Customer), and Customer shall take steps to promptly rectify the situation to prevent reoccurrence.
- 15.4 Notwithstanding the foregoing, GLB shall maintain appropriate technical and organisational measures (including appropriate policies, effective security measures and regular management and review processes): (i) to prevent any unauthorised or unlawful access to any Business Contact Information it may handle or process under this Agreement; and (ii) guard against accidental loss or destruction of, or damage to, such Business Contact Information.

16 OTHER IMPORTANT TERMS

Waiver:

- 16.1 No failure or delay by a GLB or Customer to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Severance:

- 16.2 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this clause GLB and Customer shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

Assignment and Sub-Contracting:

- 16.3 Customer shall not, without the prior written consent of GLB, assign, transfer, novate, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. GLB may at any time assign, transfer, novate, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

16.4 **Third Party Rights:**

The rights provided under this Agreement are granted to Customer only and shall not be considered granted to any subsidiary or holding company of the Customer. This Agreement is made for the benefit of GLB and Customer and is not intended to benefit any third party or be enforceable by any third party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Entire Agreement:

- 16.5 This Agreement shall constitute the entire agreement between GLB and Customer in relation to the subject matter of this Agreement, and supersedes and extinguishes all previous agreements, arrangements, promises, assurances, warranties, representations and understandings between GLB and Customer, whether written or oral, in respect of that subject matter. Customer acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

No Partnership:

- 16.6 Nothing in this Agreement is intended to or shall operate to create a partnership between GLB and Customer, or authorise GLB or Customer to act as agent for the other, and neither GLB nor Customer shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

Governing Law:

- 16.7 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Jurisdiction:

- 16.8 GLB and Customer irrevocably agree that the courts in England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).