

ILLUMINA OPEN SOURCE SOFTWARE LICENSE 1 “LICENSE”

“Contributor” means someone who Modified the Software.

“Commercial Entity” means for-profit entities. Academic universities and other bona fide non-profit entities are not Commercial Entities.

“Commercial Use” and grammatical variations (e.g., “Commercial” and “Commercialize”) means any use that is undertaken for the purpose of profit or other commercial gain, except use or sale of the Software as part of a SaaS Bundle, which is prohibited; see below. Sale of Software or products that include Software, use of Software in the provision of sequencing and other data-generating services (except not as a SaaS Bundle), and software support services are three examples (non-limiting) of Commercial Use.

“Modifications” means any changes made to the Software, including combinations with other software; “Modify” means to make Modifications.

“Redistribution” means giving (by any means, including selling) the Software to anyone else, whether inside or outside of your organization.

“SaaS Bundle” means a bundle of software that are used, offered, provided or sold as a local or hosted solution provided for a fee or other compensation, including (without limitation) providing software at no cost in connection with, or to induce, a sale of computing equipment. “SaaS” means software as a service.

“Software” means the software that is provided to you under the terms of this License, *with or without* Modifications.

1. Redistribution and Use of Software. Subject to the terms and conditions of this License, you are permitted to Redistribute and use the Software in source and binary forms, with or without Modification, provided that the following conditions are met:

- (a) Redistributions of Software source code must retain the above copyright notice, this list of conditions (a-e) and the disclaimer that follows;
- (b) Redistributions of Software in source or in binary form must include a copy of this License in the read-me file, documentation and other materials provided with the Distribution;
- (c) The name of Illumina, Inc. or the names of any Contributors must not be used to endorse or promote products derived from this Software without specific prior written permission from Illumina or the Contributor(s);
- (d) Commercial Use of the Software (including sale of the Software, use to provide sequencing services, or use in a service to provide Software support) in connection with *non-Illumina-branded* equipment requires the specific prior written permission of Illumina (see Paragraph 4b); and
- (e) This License gives you the right to (i) use the Software for all non-Commercial Uses to process data generated on any brand of equipment, (ii) use the Software for Commercial Use in connection with *Illumina-branded equipment* (e.g., sell Software for use on Illumina equipment, use Software to process data generated on Illumina-branded equipment, provide support for Software designed to run on Illumina equipment), and (iii) only after receiving specific prior written permission from Illumina (see Paragraph 4b), use the Software for Commercial Use in connection with *non-Illumina-branded equipment* in accordance with Illumina’s written permission.

2. Modifications to Software. Subject to the terms and conditions of this License, you are permitted to Modify the Software source code provided that the following conditions are met:

- (a) You make the Modifications (source) publicly available (e.g., posting at a designated website);
- (b) You ensure and hereby agree that the modified Software is subject to the terms and conditions of this License;
- (c) You do not make any Modifications that could require that this Software be licensed under terms other than those in this License (e.g., do not subject this Software to terms of a GPL license); and

(d) *For Commercial Entities only*, you inform Illumina (address below) of the Modifications you make, in addition to making the Modifications publicly available.

3. Software Support. It is Illumina's intent and desire that the Software be continuously developed through a robust and collaborative community effort. We chose the terms and conditions in this License to encourage such innovation, and purposely avoided burdensome legal obstacles that can stall a community development project. It is our hope that the development community will be a rich resource of answers, fixes, and other technical assistance in open user forums and other venues that will provide technical support to users of Modified Software. Accordingly, Illumina does not provide technical support or warranty (see paragraph 5 below) for Modified versions of the Software. Illumina will, however, continue to offer our usual technical support for the identified version of Software posted at the download section of the Illumina website www.illumina.com.

4. Commercialization. Subject to the terms and conditions of this License:

(a) If you are interested in moving beyond development and would like to Commercialize the Software for use in connection with *Illumina-branded equipment* (such as selling the Software, including the Software in Commercial products, or providing services to support the Software), then this License gives you the right to do so pursuant to Paragraph 1(e)(ii).

(b) If you would like to Commercialize the Software, including sell the Software, using it in services, or provide a service to support the Software, all in connection with *non-Illumina branded equipment*, then you are required to request and receive Illumina's permission before doing so. If this is the case, then contact Illumina (email address at top of this License) before you begin any Commercial activity and let us know what you have in mind. Unless your Commercial plans are contrary to our interests, it is likely that we will grant you permission to develop or use the Software for the Commercial purpose you have in mind.

(c) This License does not give you any right to use or sell the Software (original or Modified; for a fee, other consideration, or for no fee in connection with sale of computing equipment) as a part of a SaaS Bundle and you agree that you will not use or sell the Software as part of a SaaS Bundle, *regardless of whether the sequencing platform is Illumina-branded or non-Illumina branded*.

5. Disclaimer. THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND WITHOUT ANY TECHNICAL SUPPORT (EXCEPT AS MAY BE EXPRESSLY STATED IN THIS LICENSE), UPDATES, OR FIXES. ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

6. Third Party Software. Any third party software that you use with the Software covered under this License, is subject to terms and conditions of the applicable third party software license. You should not use such third party Software unless you agree to the terms and conditions of any applicable third party software license.

7. Rights. You are granted rights under this License to use (for Commercial Uses and non-Commercial Uses only as stated), Redistribute and Modify the Software as expressly stated in this License in exchange for your agreement to abide by the terms and conditions of this License. If you do not or cannot agree to the terms and conditions of this License, then you do not have any rights that would otherwise be granted under this License, including no right to use, Redistribute or Modify the Software.