

## STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions (the “**Standard Terms**”) govern the contractual relationship between us - the NaturalAntibody and you - the Customer (jointly as “**Parties**”) in any agreement with NaturalAntibody which states that it is subject to these Standard Terms as applicable.

By clicking “I Agree,” “Accept,” or by otherwise indicating assent through an electronic acceptance mechanism provided by NaturalAntibody (with respect to the SaaS Products) or by downloading, installing or using the Software (with respect to the On-Prem Product), you - the Customer acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions together with the End User License Agreement (“**EULA**”). Such click-through or use-based acceptance constitutes the Customer's agreement to both documents, which together form the entire binding agreement between the Customer and NaturalAntibody. Such click-through or use-based acceptance shall have the same legal force and effect as execution of this Agreement by written signature and shall be binding upon the Customer and its permitted successors and assigns.

The Standard Terms are directly related to the use of NaturalAntibody's Software and constitute a contract concluded directly with NaturalAntibody and its acceptance by the Customer is an essential condition for the use of NaturalAntibody's Software. These Standard Terms together with the accompanying documents such as EULA and appendices thereto, which you as the Customer accept either through click-through (checkbox) or use-base acceptance, jointly constitute an agreement (the “**Agreement**”).

FOR THE LAWFUL AND PERMITTED USE OF THE SOFTWARE PROVIDED BY US, ACCEPTANCE OF THESE STANDARD TERMS AND THE EULA IS A CONDITION PRECEDENT. IF YOU DO NOT ACCEPT THE PROVISIONS OF THE STANDARD TERMS OR THE EULA, YOU MUST NOT REGISTER FOR OR USE THE SOFTWARE. ANY USE OF THE SOFTWARE IN VIOLATION OF THE STANDARD TERMS OR THE EULA CONSTITUTES UNAUTHORIZED USE AND MAY RESULT IN LEGAL CONSEQUENCES. THEREFORE, BEFORE USING THE SOFTWARE, PLEASE READ THESE STANDARD TERMS AND THE EULA CAREFULLY, AS THEY APPLY TO YOUR ORGANIZATION AS WELL AS TO EACH INDIVIDUAL USER ACTING ON ITS BEHALF.

### 1. Definitions and interpretation

- 1.1. Terms written in these Standard Terms with a capital letter shall have the meanings given to them in the Supplement A [Glossary] to these Standard Terms, unless the content of a given part indicates something else.
- 1.2. In these Standard Terms, unless specified otherwise:
  - 1.2.1. references to a “section”, “point”, “attachment” and “provisions” or similar terms are references to these Standard Terms unless the reference expressly states otherwise;
  - 1.2.2. the words “herein,” “hereof,” “hereunder,” and other words of similar import when used in these Standard Terms refer to these Standard Terms as a whole, and not to any particular

Section;

- 1.2.3. the headings in these Standard Terms do not affect its construction or interpretation;
  - 1.2.4. unless the context requires otherwise, words in the singular include the plural, words in the plural include the singular, and words importing any gender shall be applicable to all genders. If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb);
  - 1.2.5. any wording introduced by the terms “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
  - 1.2.6. any reference to a “breach” of any obligation shall mean a reference to the non-performance or improper performance of such obligation as such concept is interpreted under Applicable Law and/or the Agreement;
  - 1.2.7. any reference to “use” of the Software by the Customer applies to such a use by any natural person whose access to the Software has been facilitated by the Customer, which applies both to persons using the Software lawfully and to third parties who should not have gained such access;
  - 1.2.8. any reference to a certain number of days, it is a reference to calendar days, unless it specifically references “business days,” in which case the counting of days will take place in accordance with the Applicable Law;
  - 1.2.9. the phrase “if applicable”, excluding references to applicable law, refers to the provisions of these Standard Terms, which apply depending on the scope.
  - 1.3. Customers acknowledge that regarding the use of the Software EULA provisions are crucial and decisive. In the event of any conflict or inconsistency between the provisions of these Standard Terms and the EULA, the provision that is more restrictive or more onerous for the Customer shall prevail.
  - 1.4. Under no circumstances may any arrangements, provisions or requirements conducted prior to the Agreement, present or in the future constitute the basis for the interpretation of the provisions of the Agreement as a whole or its particular parts.
- ### 2. General representations and warranties
- 2.1. Customer represents and warrants to the NaturalAntibody that:
    - 2.1.1. is duly organized and validly existing and is in good standing under the laws of the jurisdiction of its incorporation and is qualified to do business;
    - 2.1.2. has the corporate power and authority and the legal right to enter into this Agreement, and this Agreement is a legal and valid obligation binding upon such Party and enforceable in accordance with its terms.
  - 2.2. Customer hereby warrants that the rights and obligations set forth herein do not, and during the term of the Agreement will not, conflict with any other right or obligation provided under any other agreement that

such Party has with any third party.

- 2.3. NaturalAntibody provides the Software in good faith on an “as is” and “as available” basis. To the maximum extent permitted by Applicable Law, this excludes any and all warranties, guarantees, representations, or conditions, whether express, implied, statutory, or otherwise. The Software is provided without warranty, duty, or condition of any kind, including without limitation any warranties of merchantability, fitness for a particular purpose, title, or non-infringement.
  - 2.4. IN ADDITION, THE CUSTOMER REPRESENTS AND WARRANTS THAT:
    - 2.4.1. THERE ARE NO CIRCUMSTANCES LIMITING HIS RIGHT TO CONCLUDE THIS AGREEMENT UNDER THE CONDITIONS SET OUT THEREIN;
    - 2.4.2. THE SCOPE OF THE LICENSE OF THE SOFTWARE SPECIFIED IN THESE STANDARD TERMS IS UNAMBIGUOUS AND UNAMBIGUOUS FOR HIM, IN PARTICULAR IN TERMS OF NON-EXCLUSIVITY AND LIMITATION OF THE LICENSE OR ACCESS;
    - 2.4.3. UNDERTAKES TO STOP USING THE SOFTWARE AFTER THE END OF THE AGREEMENT AND TO REMOVE, UN-INSTALL AND IRRETRIEVABLY DELETE AND DESTROY ALL COPIES, FILES AND DATA RELATED TO SOFTWARE FROM CUSTOMER'S HARDWARE INFRASTRUCTURE, AND AT THE REQUEST OF THE NATURALANTIBODY, SUBMIT AN APPROPRIATE STATEMENT ON SUCH REMOVAL IN THE FORM OF A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE WITHIN 14 DAYS FROM SUCH REQUEST;
    - 2.4.4. HAS READ THE STANDARD TERMS AND ACCEPTS THEIR CONTENT.
  - 2.5. The Customer undertake that while performing the Agreement they will not infringe the Third Parties Rights, including copyrights specified in accordance with Applicable Law.
- 3. Obligations of the Parties**
- 3.1. Given that the Software is provided free of charge, NaturalAntibody does not undertake, and expressly disclaims, any obligation to perform any services, support, maintenance, updates, implementations, cooperation or assistance of any kind including any obligation related to any due diligence or professional care that might otherwise be required in the case of paid services. The Customer acknowledges and accepts that the Software is provided “as is,” without any commitment by NaturalAntibody to ensure performance, error correction, availability, or fitness for any particular purpose.
  - 3.2. The Customer understands and accepts that the NaturalAntibody is not obliged to provide any maintenance, updates, or repairs related to the Software, and any maintenance or services provided by default or with the sole intention of the NaturalAntibody are not burdened with a deadline for implementation.
  - 3.3. The Customer is permitted to use the Software within the scope and Fields indicated in EULA.
  - 3.4. The NaturalAntibody may engage the services of subcontractors in performance of its obligations under the Agreement.

#### **4. No Fees**

- 4.1. The Software is provided by NaturalAntibody free of charge. The Customer shall not be required to pay any fees, charges, or other consideration for the download, installation, or use of the Software, unless expressly agreed otherwise in writing with NaturalAntibody. The Customer acknowledges that the absence of payment constitutes the basis for the exclusions of warranties, obligations, and liabilities set out in these Standard Terms and the EULA.
- 4.2. NaturalAntibody may, at its sole discretion, limit, suspend, or terminate access to the Software at any time, with or without notice, and without any liability to the Customer. The Customer acknowledges and accepts that NaturalAntibody has no obligation to ensure continuous availability of the Software or any of its features.
- 4.3. Each Party shall be solely responsible for its own tax obligations and settlements with the relevant tax authorities. The Customer acknowledges and accepts that, due to the non-paid nature of the access and use of the Software, certain tax consequences (including but not limited to income tax obligations related to the receipt of benefits in kind or free-of-charge services) may arise on the Customer's side, for which the Customer shall remain solely responsible.

#### **5. Copyrights and Intellectual Property**

- 5.1. Software is protected by copyright. Based on the Agreement, the NaturalAntibody grants to the Customer a non-exclusive, non-transferable License for the purpose of a use of the Software in accordance with the terms set out in EULA.
- 5.2. In terms of copyrights, Intellectual Property and Licenses, the provisions of the EULA are crucial, and their violation constitutes a violation of the provisions of the Agreement itself, including these Standard Terms. In this respect, the provisions of the EULA are incorporated into the Agreement, including these Standard Terms by reference. For the avoidance of any doubt, the lack of replication of the provisions of the EULA in regard to copyrights, Intellectual Property and Licenses in these Standard Terms results from their direct application as a uniform part of the Agreement.

#### **6. Liability**

- 6.1. The Agreement does not impose any obligation on NaturalAntibody to provide the Software, to grant or maintain any License, or to perform any services or actions in connection therewith. Any provision of the Software, License, or related activities by NaturalAntibody shall be at NaturalAntibody's sole discretion, will, and convenience. NaturalAntibody provides the Software on a voluntary basis and expressly disclaims any warranties, guarantees, representations, duties, or conditions of any kind, whether express, implied, statutory, or otherwise.
- 6.2. Except as otherwise expressly set forth in the Agreement, NaturalAntibody makes any representation or extends any warranties of any kind either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, noninfringement or validity of any patents issued or pending. For the avoidance of doubt, the NaturalAntibody does not take responsibility for the inconsistencies and correctness of the Software and any damages that might result from using the NaturalAntibody's Software in any way.

- 6.3. In regard to Liability, the provisions of the EULA apply directly. In this respect, the provisions of the EULA are incorporated into the Agreement, including these Standard Terms by reference. For the avoidance of any doubt, the lack of replication of the provisions of the EULA in regard to copyrights, Intellectual Property and Licenses in these Standard Terms results from their direct application as a uniform part of the Agreement.

## 7. Unforeseen Event

- 7.1. NaturalAntibody shall not be liable for any delays or nonperformance resulting from Unforeseen Event.
- 7.2. In case that the event constituting Force Majeure exceeds thirty (30) consecutive days, NaturalAntibody shall have the right to terminate the Agreement in accordance with the rules provided for in the Standard Terms.

## 8. Confidentiality & Marketing

- 8.1. Each Party undertakes that, both during the term of the Agreement and five (5) years after its termination or expiration, it will treat as confidential all technical, commercial and other information, Know-How, Documents (hereinafter "**Confidential Information**") disclosed to it directly or indirectly by the other Party for the purposes of implementing the Agreement and that it will use this Confidential Information solely for the purposes of the Agreement.
- 8.2. A Party may disclose information that would otherwise constitute Confidential Information to the extent that:
- 8.2.1. this is required by Applicable Law – in which case the obligated Party shall notify the other Party of this fact;
- 8.2.2. the other Party has given prior written consent to such disclosure;
- 8.2.3. such information was publicly known or made generally available prior to the time of disclosure by the disclosing Party;
- 8.2.4. becomes publicly known or made generally available after disclosure by the disclosing Party through no wrongful action or inaction of the receiving Party.
- 8.3. During the Term, as well as after its termination or expiration of the Agreement, the Parties undertake not to disclose the content of the Agreement, which for avoidance of doubt shall be treated as Confidential Information in its entirety. The obligations of each Party receiving Confidential Information under the Agreement shall continue in full force and effect for five (5) years after termination or expiration of the Agreement. In respect with abovementioned limitations, the Parties are entitled to publicly inform about the fact of establishing cooperation on the basis of the Agreement.

## 9. Electronic communication

- 9.1. Customer knows and accepts the risk associated with communication via electronic means, in particular: defects in the security system, delivery reliability and possible breach of confidentiality. NaturalAntibody shall not be liable for any risk related to communication via the Internet.
- 9.2. To the extent that the implementation of the subject of the Agreement involves the use of the Internet, including in relation to the Saas Product, the Customer confirms that he is aware of the risks related to potential security breaches and any other risks typical

for this type of software.

## 10. Term and Termination

- 10.1. The Agreement comes into force at the Effective Date and is concluded for a Term.
- 10.2. The provisions regarding the suspension or disabling of access to the Software are also specified in the EULA and are directly applicable.
- 10.3. If any provision of the Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by Applicable Law, and the invalid provision shall be reformed to give the fullest effect to the intention of the Parties when executing the Agreement.
- 10.4. Any terms of the Agreement that by their nature extend beyond the expiration or termination of the Agreement, including the provisions of section 5 (Copyrights and Intellectual Property), section 6 (Liability), section 8 (Confidentiality), this section 10.4., shall remain in effect until fulfilled. For avoidance of doubt, termination of the Agreement does not release the Customer from the obligations indicated among others in sections 5 and 6 of the Standard Terms.

## 11. Personal Data processing

- 11.1. If in order to perform the subject matter of this Agreement, it becomes necessary for either Party to make Personal Data available to the other for the fulfillment of legally justified purposes, the Parties shall, at the request of either Party, conclude an appropriate data processing agreement. Such agreement shall be drafted as needed for the specific entrustment and shall form an integral part of this Agreement.
- 11.2. In the event of concluding a contract to entrust the processing of Personal Data, each Party declares that in processing the personal data provided by the other Party, it shall comply with all obligations of a data controller under the General Data Protection Regulation (GDPR).
- 11.3. The Customer undertakes to inform its employees and associates about the principles of processing their Personal Data by NaturalAntibody, as well as their rights and related obligations of NaturalAntibody, which are indicated in NaturalAntibody's privacy policy available at: <https://naturalantibody.com/privacy-policy/>.

## 12. Miscellaneous provisions

- 12.1. For the purposes of this Agreement, all notices, communications, and statements required or permitted under the Agreement shall be made in writing and delivered by electronic means of communication (e-mail). Any notice to the Customer shall be sent to the e-mail address provided by the Customer at the time of registration, or as later updated by the Customer through the account settings. Any notice to NaturalAntibody shall be sent to the e-mail address indicated by NaturalAntibody on its website or otherwise communicated to the Customer. Such notices shall be deemed effectively given upon transmission, provided no delivery failure notification is received, and in any event no later than seventy-two (72) hours from the date of transmission. The Customer acknowledges and agrees that the e-mail address provided during registration constitutes its

binding correspondence address for the purposes of this Agreement.

- 12.2. Parties cannot (voluntarily or involuntarily) assign, delegate, or otherwise transfer the rights, obligations or claims arising from the Agreement without the prior consent of the other Party, given in documentary form under Applicable Law. Any document, instrument or act that claims to make such an assignment or delegation without prior consent will be null and void, and wholly ineffective in regard to the Party which should grant such consent.
- 12.3. As an exception to the provisions of section 12.2. above, either Party may, without needing to obtain consent, assign the Agreement to the surviving entity of a merger to which it is a party, or it may assign the Agreement as part of an assignment of sale of all or substantially all of their respective assets or its business related to this Agreement. However, in either of those cases the assigning Party may only assign the Agreement in its entirety, not in part, and it must require the assignee to agree in writing to assume all of the assignor's accrued and future obligations and liabilities under the Agreement.
- 12.4. The Parties intend to make commitments only to each other under the Agreement, and only for their respective benefits. Accordingly, there are no intended "third party beneficiaries" to this Agreement, and the Parties do not intend to give any third party any right to enforce this Agreement or any part of it.
- 12.5. The Agreement constitutes the entire agreement between the Parties and supersedes all previous written or oral arrangements, regardless of their nature and form, including any offers, forms, correspondence, or responses to inquiries relating directly or even indirectly to the subject matter hereof. In the event of a conflict between the provisions of this Agreement and the provisions of any other parallel agreement or order, the provisions contained in this Agreement shall prevail. The failure of either Party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.
- 12.6. Click-through or use-based (use-wrap) acceptance of these Standard Terms and the EULA by the Customer constitutes execution of and entry into the Agreement between the Customer and NaturalAntibody. No separate signature or additional document is required for the Agreement to be binding and effective.
- 12.7. This Agreement shall be governed by the Applicable Law. All disputes arising or related to this Agreement shall be resolved amicably and in good faith by mutual consultation. All disputes or claims arising out of or in connection with this Agreement, including disputes relating to its validity, breach, termination or nullity, shall be finally settled pursuant to the Arbitration Rules of the Court of Arbitration at the Polish Chamber of Commerce in force on the date of commencement of the proceeding by an arbitrator (one) appointed in accordance with such Rules or court competent for the seat of NaturalAntibody.
- 12.8. NaturalAntibody may amend or update these Standard Terms at any time at its sole discretion. The Customer is responsible for regularly reviewing the current version of the Standard Terms made available by NaturalAntibody. The Customer may also be required to expressly accept the amended Standard Terms through click-through acceptance. Regarding use-based acceptance, continued use of the Software after publication or availability of an updated version of the Standard Terms shall constitute the Customer's acceptance of such updated version. If the Customer

does not agree to the amended Standard Terms, the Customer must immediately cease using the Software. Continued use of the Software after the amended Standard Terms have been made available shall constitute the Customer's acceptance of such amended Standard Terms.

#### **Standard Terms Glossary:**

- (1) **Agreement** - means the contractual relationship between NaturalAntibody and the Customer formed by the Customer's click-through or use-based acceptance of these Standard Terms and the EULA, which together constitute the entire binding agreement between the Parties;
- (2) **Applicable Law** - means substantive laws of Poland and any then-current law or statute, and any rule, regulation or guideline issued by an authority, as well as any judicial, governmental, or administrative order, judgment, decree or ruling, in each case as applicable to the subject matter;
- (3) **Attachment(s)** - means attachments to Standard Terms and/or EULA which are binding and constitute an integral part of the Agreement;
- (4) **Customer** - means the individual accepting these Standard Terms and the EULA, or, where acceptance is made on behalf of a legal entity or organization, such entity or organization together with any employee, contractor, or other individual who accesses or uses the Software, whether or not duly authorized by such entity or organization; any User who accepts these Standard Terms and the EULA without authorization or without the knowledge of their organization shall, for the purposes of this Agreement, be deemed to act on behalf of such organization, while remaining personally responsible for any consequences of such unauthorized acceptance or use in their relationship with that organization;
- (5) **Confidential Information** - has the meaning set out in Section 8.1 of the Standard Terms;
- (6) **NaturalAntibody** - means NATURALANTIBODY, Niemierzyńska 17A/F1/110 st., Szczecin (71-441), Poland, Tax ID 8522668876, Company Register No. 0000887528;
- (7) **Effective Date** - means the date on which the Customer accepts these Standard Terms and EULA either (i) through click-through acceptance (by clicking "I Agree," "Accept," or otherwise indicating assent through the electronic mechanism provided by NaturalAntibody) or (ii) through use-based acceptance by first downloading, installing, or using the Software. From the Effective Date, this Standard Terms and EULA shall be binding upon the Customer;;
- (8) **Intellectual Property** - has the meaning set out EULA Glossary;
- (9) **License(s)** - has the meaning set out EULA Glossary;
- (10) **Parties** - means jointly NaturalAntibody and the Customer;
- (11) **Party** - means individually the NaturalAntibody or the Customer;
- (12) **Personal Data** - means any information relating to an identified or identifiable natural person (data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- (13) **SaaS Product(s)** - has the meaning set out EULA Glossary;
- (14) **Software** - has the meaning set out EULA Glossary;

- (15) **Standard Terms** - means the NaturalAntibody's Standard Terms and Conditions set forth in this document;
- (16) **Term** – means the period during which this Agreement remains in force, commencing on the Effective Date and continuing until its termination or expiration, regardless of the cause or reason for such termination or expiration;
- (17) **Third Party Rights** - mean the Intellectual Property of any person or legal entity other than the Parties and their respective Affiliates;
- (18) **Unforeseen Event** - means any *force majeure* event or circumstance beyond the reasonable control of a Party which results in or causes that Party's failure to perform any or all of its obligations under the Agreement;
- (19) **User** - means any individual employee, agent or contractor of Customer accessing or using the Software on Customer's behalf as an authorized individual;
- (20) **Subscription** – has the meaning set out in EULA Glossary;