

ENZYME CORPORATION

TERMS & CONDITIONS

Updated April 21, 2016

The following terms and conditions (the “Terms”) govern all use of the Services available to end users provided by Enzyme Corporation. (“Enzyme” or the “Company”), including, but not limited to, the Enzyme website (the “Website”), all content, software, services and products available at or through the Website, and the Enzyme quality management system software (the “Services”).

An individual, entity or organization (the “Customer”) must enter into a separate written Subscription Agreement (an “Agreement”) to access the Services.

Use of the Services is only available for use by Customers who have become parties to an Agreement and any related addenda and made payment for the Subscription Term (each as defined below), and the Users designated by such Customers.

The Services are offered subject to each Customer and User’s acceptance of all of the terms and conditions contained herein, the specific Agreement, any written addenda to these Terms countersigned by Enzyme (each, an “Addendum”), and all other operating rules, policies and procedures (including, without limitation, Enzyme’s Privacy Policy, which is located at www.enzyme.io/legal/privacy) that may be published from time to time on the Website by Enzyme.

Please read these Terms carefully before accessing or using the Website or the Services. By accessing or using any part of the Website or Services, each Customer and User agrees to become bound by the terms and conditions of these Terms, as amended. If a Customer or User does not agree to all of these Terms, then such Customer or User may not access the Website or use any Services.

1. Services and Support.

- a. Subject to these Terms, the Customer’s Agreement and any Addenda, Enzyme will use commercially reasonable efforts to provide Customer the Services in accordance with the Warranties in Section 11 of these Terms.
- b. Unless a Customer’s Agreement specifies support terms, the following Support Terms apply.
 - i. Enzyme will provide Technical Support to Customer via both telephone, electronic mail, and chat on weekdays during the hours of 9:00 am through 5:00 pm Pacific time, with the exclusion of Federal Holidays (“Support Hours”).
 - ii. Customer may initiate a helpdesk ticket during Support Hours by calling (415) 638-9595 or any time by emailing support@enzyme.io.
 - iii. Company will use commercially reasonable efforts to respond to all helpdesk tickets within one (1) business day.

2. Customer and User Accounts.

- a. Customer has ultimate control over the use of such Customer's account (the "Customer Account") and has the ability to designate authorized Users at will, subject to any restrictions on the number of total authorized Users granted to Customer in its Agreement.
- b. Each Customer Account will be administered by one or more Users who are appointed by the Customer as administrators (each an "Administrator"). An Administrator will have special rights in relation to those Customer Accounts they administer, including the ability to grant Users with access to the Customer Account and to remove Users from the Customer Account.
- c. A Customer will have special rights in relation to such Customer's Account, including the ability to grant Administrators and Users with access to the Customer Account and to remove Administrators and Users from the Customer Account. The Customer will, at all times, have access to and ownership of the Content (as defined below) and output of a Customer Account.
- d. In order to access the Services, an end user (each, a "User") will need to create an account (a "User Account"), which account may be created by User or assigned to User by an Administrator (as defined below). When using the Services for the first time, User will be prompted to review these Terms, set up their account by entering certain details, such as name and email address and establishing a profile name and password.
- e. If User creates an account, User is responsible for maintaining the security of User's login information. Enzyme may remove any content, description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause Enzyme liability. User must immediately notify Enzyme of any unauthorized uses of User's User Account or any other breaches of security. Enzyme will not be liable for any acts or omissions by User, including any damages of any kind incurred as a result of such acts or omissions.
- f. Enzyme has and will retain sole control over the operation, provision, maintenance and management of the Services, including the: (i) Website; (ii) locations where any of the Services are performed, including in the United States, in countries outside the United States, or outside the borders of the country; (iii) selection, deployment, modification and replacement of the Services; and (iv) performance of Service maintenance, upgrades, corrections and repairs.
- g. Furthermore, the Customer shall:
 - i. respond promptly to any Enzyme request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Enzyme to perform the Services in accordance with the requirements of these Terms and the Customer Agreement;
 - ii. provide such customer materials or information as Enzyme may request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and

- iii. Where applicable, obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- h. Customer is responsible for all actions of any User under Customer's account.

3. Responsibility of Users.

- a. If a User contributes to, comments upon, or otherwise posts any written content, design, process, work of authorship, documentation, formula, data or other material to the Services (together "Content"), that User is entirely responsible for that Content, and any harm resulting from that Content. By making Content available, a User represents and warrants that:
 - i. the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
 - ii. if User's employer has rights to intellectual property User creates, User has received permission from User's employer to post the Content or make the Content available on the Services;
 - iii. User has fully complied with any third-party licenses relating to the Content;
 - iv. the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
 - v. the Content is not spam, is not machine or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material;
 - vi. the Content is not pornographic, does not contain threats or incite violence, and does not violate the privacy or publicity rights of any third party; or
 - vii. use the Services to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, threatening, abusive, hateful, or is otherwise objectionable as reasonably determined by Enzyme.
- b. Users shall not, and shall not agree to, and shall not authorize, encourage or permit any third party to:
 - i. use the Services for any fraudulent or inappropriate purpose;
 - ii. use any robot, spider, other automated device, or manual process to monitor or copy any content from the Website other than copying or exporting of the Content as permitted by Enzyme's policies; or

- iii. rent, lease, distribute, or resell the Software, or use the Software for developing a competitive solution (or contract with a third party to do so), or remove or alter any of the logos, trademark, patent or copyright notices, confidentiality or proprietary legends or other notices or markings that are on or in the Services.
- c. Without limiting any of those representations or warranties, Enzyme has the right (though not the obligation) to, in Enzyme's sole discretion, refuse or remove any Content that, in Enzyme's reasonable opinion, violates any Enzyme policy or is in any way harmful, objectionable, or unlawful. Enzyme will have no obligation to provide a refund of any amounts previously paid.

4. Intellectual Property Rights & Content License

- a. Generally. All right, title and interest in and to the Services and other products of Enzyme, including all any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world (the "Intellectual Property Rights") therein, are and will remain with Enzyme and the respective third-party rights holders. Customer has no right, license or authorization with respect to any of the Services or other products of Enzyme except as expressly set forth in **herein** or an applicable third-party license. All other rights in and to the Services and other products of Enzyme are expressly reserved by Enzyme and the respective third-party licensors.
- b. Resultant Data. In the process of providing the Services, Enzyme may collect information, data and other content that is derived by or through the Services related to usage but which cannot be reverse engineered or otherwise identified with an individual user. Customer hereby unconditionally and irrevocably grants to Enzyme an assignment of all right, title and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.
- c. Ownership of User Content. Except for the licenses set forth in this Section, these Terms do not transfer from Customer or User to Enzyme any right, title and interest in and to Content posted by User.
- d. User Content License. When Users upload, submit, store, send or receive Content to a particular Customer Account using the Services, Users give Enzyme (and those third party contractors Enzyme works with) a license to publish such Content on the Services so as to make it accessible to authorized Users and Administrators with access to the relevant Customer Account, and Enzyme may use, host, store, reproduce, modify, create derivative works (such as those resulting from adaptations or other changes Enzyme makes so that User's Content works better with our Services, or to create the Service's output), communicate, publish, display and distribute such Content for this purpose. The rights Customer and Users grant in this license are for the limited purpose of operating and improving the Services. Enzyme will not disclose or make available to the public Content which is uploaded by Users using the Software.

5. No Obligation to Review Content.

Enzyme has not reviewed, and cannot review, all of the Content posted to the Services, and cannot therefore be responsible for that Content. By operating the Services, Enzyme does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. User is responsible for taking precautions as necessary to protect User's self and User's computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Services may contain Content that is offensive, indecent, or otherwise objectionable, as well as Content containing technical inaccuracies, typographical mistakes, and other errors. The Services may also contain Content that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Enzyme disclaims any responsibility for any harm resulting from the use by Users of Content on the Website or from any downloading by those Users of Content there posted.

6. Fees; Term; Termination.

a. General Terms.

- i. In respect of Services, Customer agrees to pay Enzyme the subscription fees specified in the applicable Agreement.
- ii. Implementation fees, if any, shall be payable upon execution of the Agreement and prior to Enzyme granting Customer access to the Services.
- iii. Following Implementation, Customer agrees to pay by electronic payment or invoice, or any method acceptable to Enzyme within fifteen (15) days of receipt. Payment shall be made in U.S. Dollars by a check drawn on a U.S. bank, by wire transfer to the account listed on the invoice, or via U.S. credit card. Customer agrees to accept electronic invoices.
- iv. Customer will be responsible for paying any sales tax, license and use taxes, additional taxes, fees, or assessments levied by any local, state or federal government or governmental agency relating to, resulting from or based on use of the Services pursuant to the applicable Agreement.

b. Term

- i. The term for the use of Services shall be specified in the relevant Agreement (the "Initial Subscription Term") and shall commence upon Customer's payment of the subscription fee specified in the Agreement for such Initial Subscription Term.
- ii. UPON THE EXPIRATION OF THE INITIAL SUBSCRIPTION TERM, AN AGREEMENT FOR SERVICES SHALL AUTOMATICALLY RENEW FOR ADDITIONAL AND SUCCESSIVE ONE (1) MONTH PERIODS UNLESS EITHER PARTY NOTIFIES THE OTHER PARTY IN WRITING OF ITS ELECTION NOT TO RENEW AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT TERM (THE INITIAL SUBSCRIPTION TERM AND EACH SUCCESSIVE TERM, COLLECTIVELY, THE "SUBSCRIPTION TERM"). UNLESS OTHERWISE AGREED BY THE PARTIES IN WRITING, EACH AUTOMATIC RENEWAL OF THE SUBSCRIPTION TERM SHALL BE ON THE SAME TERMS AND SUBJECT TO THE SAME CONDITIONS AS SET FORTH HEREIN. ENZYME WILL NOTIFY CUSTOMER OF ANY PRICE

INCREASES FOR SERVICES AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT SUBSCRIPTION TERM AND, IF CUSTOMER DOES NOT ACCEPT SUCH PRICE INCREASE IN WRITING PRIOR TO THE END OF THE THEN CURRENT SUBSCRIPTION TERM, THEN THE SUBSCRIPTION TO THE SERVICES SHALL EXPIRE AT THE CONCLUSION OF THE THEN CURRENT SUBSCRIPTION TERM. CUSTOMER MAY CANCEL THEIR SUBSCRIPTION AT ANY TIME BY NOTIFYING ENZYME AT (415) 638-9595 OR VIA EMAIL AT SUPPORT@ENZYME.IO.

c. Late Payments.

- i. Customer shall pay interest on any unpaid balance of (a) ten percent (10%) of the outstanding amount on the date the payment becomes overdue, and (b) two percent (2%) per calendar month on the outstanding balance from and including the date the payment becomes overdue until the date of payment, or the maximum rate of interest that can legally be charged to Customer, if lower.
- ii. Notwithstanding anything to the contrary contained herein, Enzyme may suspend the Services in the event that any amount due remains unpaid for more than thirty (30) days after the date the payment becomes due.

d. Termination.

Either party may terminate their subscription to the Services in the event of a material breach of these Terms, the Agreement or any Addendum by the other party. In such instance, the terminating party shall give the defaulting party ten (10) business days' prior written notice of termination and the breach; provided, however, that such termination will not be effective if the defaulting party has cured such material breach prior to the expiration of such ten (10) business day notice period.

Customer may terminate this agreement at any time by immediately ceasing their use of the Services and cancelling their User account and subscription according to the cancellation procedures provided. If the Customer terminates during a given month, then it shall not be provided a refund for that month, but if the Subscription Term is longer than a month then it shall receive a prorated portion of the Subscription Fee.

e. Effect of Termination.

Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

- i. all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate;
- ii. Except for any data described in Section 4(b) above, Enzyme shall immediately cease all use of any Customer data or Customer's confidential information and (i) promptly return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Customer data or Customer's

- confidential information; and (ii) permanently erase all Customer data and Customer's confidential information from all systems Enzyme directly or indirectly controls;
- iii. Customer shall immediately cease all use of any Services or Enzyme Materials and (i) promptly return to Enzyme, or at Enzyme's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Enzyme's Confidential Information; (ii) permanently erase any and all Enzyme materials and Enzyme's confidential information from all systems Customer directly or indirectly controls; and (iii), if requested, certify to Enzyme in a signed and notarized written instrument that it has complied with the requirements of this Section;
 - iv. Enzyme may disable all Customer and authorized User access to the Services and Enzyme Materials;
 - v. if Customer terminates this Agreement pursuant to a demonstrated and uncured breach, Customer will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and Enzyme will refund to Customer any Fees paid in advance for Services that Enzyme has not performed as of the effective date of termination; and
 - vi. if Enzyme terminates this Agreement pursuant to a demonstrated and uncured breach, all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously-accrued but not yet paid Fees, on receipt of Enzyme's invoice therefore.

7. Data Privacy.

Refer to Enzyme's Privacy Policy at www.enzyme.io/legal/privacy

8. Backup/Recovery.

- a. All Content entered into the Services by a Customer shall be continuously backed up after a period of no greater than 24 hours.
- b. All Content shall be retained in a secure data store suitable for rapid restoration (if necessary) for a period of no fewer than fourteen (14) calendar days. A request by a Customer subscribing for Services to restore a prior backed-up copy of Content may be subject to additional charges if it is determined that the circumstances leading to the request are not due to operational issues or errors or defects in the Services, or are not otherwise deemed to be the fault/ responsibility of Enzyme.

9. Copyright Infringement and DMCA Policy.

As Enzyme asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If a User believes that material located on the Enzyme Website or linked to by Enzyme violates User's copyright, User is encouraged to notify Enzyme in accordance with Enzyme's Digital Millennium Copyright Act ("DMCA") Policy. Enzyme will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Enzyme will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the

copyrights or other intellectual property rights of Enzyme or others. In the case of such termination, Enzyme will have no obligation to provide a refund of any amounts previously paid to Enzyme.

10. Changes.

Enzyme reserves the right, in its sole discretion, to add, modify, or delete portions and/or functionality of the Services, so long as such changes do not adversely affect, in the aggregate, Customer's ability to use the Services. Customer shall cooperate with Enzyme in respect of implementing or adopting any updates to the Services which are recommended by Enzyme to comply with applicable regulations or guidelines relevant to the quality or regulatory processes managed by the Services. Enzyme reserves the right, at its sole discretion, to modify or replace any part of these Terms relating to Services (but not, for the avoidance of doubt, the specific terms of an Agreement or any Addendum). The revised Terms will be effective immediately upon being made available on the Website. Customer's use of the Services after modifications to these Terms become effective constitutes binding acceptance of such changes by the Customer. It is Customer's responsibility to check these Terms periodically for changes.

11. Representations and Warranties of Enzyme

- a. Except for the warranties specifically set forth in Sections 11 (c), (d) and (e), Enzyme and its suppliers hereby disclaim all warranties of any kind in respect of the Services, including, without limitation, the warranties of merchantability, fitness for a particular purpose. Neither Enzyme nor its suppliers makes any warranty that the Services will be error free. Customer and Users understand that Customer's and Users' use of the Services are at Customer's and Users' own discretion and risk.
- b. Enzyme does not make any warranties concerning the outcome of any quality or regulatory function undertaken using the Services including, without limitation, the outcome of any application to any regulatory or governmental agency.
- c. Guaranteed Uptime/Availability
 - i. Scheduled Maintenance - Enzyme reserves, solely at its discretion, the right to make the Services unavailable for access for up to 1 hour per week for scheduled maintenance and such downtime shall not be counted against any availability guarantees specified in this Section 11. Scheduled maintenance operations shall be preceded by no less than 24 hours notification via email to Users of Services and/or posted to the Services.
 - ii. Unexpected Downtime - Beyond the aforementioned scheduled maintenance, Enzyme warrants that the Services shall be available with a minimum of 99.5% software uptime. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons

beyond Enzyme's control will also be excluded from any such calculation.

- iii. Customer's sole and exclusive remedy, and Enzyme's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one (1) hour, Enzyme will credit Customer 5% of Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Enzyme (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Enzyme in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Enzyme will only apply a credit to the month in which the incident occurred. Enzyme's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.
- d. Data Storage and Transmission – All Content entered or uploaded to the Services shall be transmitted via Secure Sockets Layer (SSL), using HTTPS. All internal Enzyme service calls and data transfers relating to the Services are similarly encrypted via SSL/SSH.
- e. Enzyme utilizes Amazon Web Services (AWS) infrastructure (<http://aws.amazon.com>). Content uploaded to the Services, is securely stored in AWS facilities according to industry best practices with respect to computer software Security and Privacy. See the AWS Security site (<http://aws.amazon.com/security/>) for information about AWS security and privacy capabilities and policies, including information on physical site security and data redundancy/availability capabilities.
- f. Access to Content uploaded to the Services is restricted to only those Enzyme personnel who absolutely must have access to said data to perform their job functions.

12. Representations and Warranties of the Customer.

- a. Each Customer and User represents and warrants that (i) such Customer or User's use of the Website and Services will be in strict accordance with these Terms, the applicable Agreement and any Addendum, and with all applicable laws and regulations (including without limitation any local laws or regulations in such Customer or User's country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which such Customer or User resides) and (ii) such Customer or User's use of the Website and Services will not knowingly infringe or misappropriate the intellectual property rights of any third party.
- b. Customer hereby agrees to indemnify and hold harmless Enzyme against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services.

- c. Although Enzyme has no obligation to monitor Customer's use of the Services, Enzyme may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.
- d. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

13. Limitations of Liability.

- a. EXCLUSION OF DAMAGES. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT WILL ENZYME OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (d) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b. CAP ON MONETARY LIABILITY. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF ENZYME AND ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE AMOUNT PAID PURSUANT TO THIS AGREEMENT IN THE LAST TWELVE (12) MONTHS. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14. Miscellaneous.

- a. Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

- b. Notices. Except as otherwise expressly set forth in this Agreement, all notices, requests, consents, claims, demands, waivers and other communications under this Agreement have binding legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section or the Customer Agreement):

If to Enzyme: Enzyme Corporation
E-mail: legal@enzyme.io
Attention: Jared Seehafer, Chief Executive Officer

Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the fifth (5th) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

- c. Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments and appendices mean the sections of, and exhibits, schedules, attachments and appendices attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- d. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- e. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the

subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, attachments and appendices and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its exhibits, schedules, attachments and appendices; (b) second, the exhibits, schedules, attachments and appendices to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

- f. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Provider's prior written consent. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- g. No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- h. Amendment and Modification; Waiver. Enzyme reserves the right to amend or modify this Agreement unilaterally and without notice to Customers. Your continued use of the Services constitutes your agreement to the amended or modified Terms as the case may be. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- i. Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

- j. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the City and County of San Francisco and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

- k. Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

- l. Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under these Terms, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.