



END USER LICENSE AGREEMENT -- Research Use Only

Important: Read carefully

This End User License Agreement ("Agreement") is a legal document between you and Fluent Biosciences ("Fluent") that governs the use of the product that it accompanies ("Products").

By using the accompanying product or products, you agree to be bound by the terms of this Agreement. You may not use the accompanying product(s) unless you accept all of the terms of this Agreement. If you do not agree, do not use the product(s) and return it to Fluent.

THIS PRODUCT MAY BE USED ONLY FOR NONCOMMERCIAL RESEARCH USE. CLINICAL AND DIAGNOSTIC USES ARE PROHIBITED.

1. General. This Agreement, including any addenda or supplements, governs your use of the enclosed kits, instruments, software and reagents and other products, if any, that accompany this Agreement (collectively, "Products") and any related services ("Services").

2. Limited License. Subject to the terms, conditions, and limitations of this Agreement, Fluent grants you a limited, non-exclusive, non transferable license to use and evaluate the Products for the sole purpose of performing noncommercial research. All rights not expressly granted in this Agreement are reserved to Fluent.

3. Limitations and Restrictions on Use. You shall not:

- a. Use the Products for commercial purposes or for any use other than research use. "Research use" specifically excludes, without limitation, diagnostic or clinical use with human or veterinary subjects. For example, you may not use the Products or data obtained from the Products in a clinical diagnostic or therapeutic setting, or for purposes of diagnosis or treatment of a medical condition.
- b. Use the Products in a live production environment where it may be relied upon to perform in the same manner as a commercially released product.
- c. Use the Products in any manner that violates any intellectual property or other proprietary rights of any third party
- d. Use the Products except in accordance with the accompanying user manual and Fluent protocols.
- e. Sell, rent, lease, sublicense, assign, or otherwise transfer (including by loan or gift) the Products.
- f. Decompile, disassemble or otherwise reverse engineer the Products (including any software), except to the extent that such acts cannot be prohibited under applicable law.
- g. Modify the Products in any way.

4. No FDA Approval. You acknowledge and understand that the Products do not have FDA approval. You may not use the Products in any setting requiring FDA or similar international regulatory approval.

5. User Support. Fluent agrees to replace or repair, at Fluent's discretion and expense, any defective part in a Product as shipped by Fluent for up one (1) year from the date of shipment or expiration of reagents or other consumables, whichever comes first. Fluent may also provide software updates at Fluent's sole discretion at no additional charge for up to one (1) year from the date of shipment of Products. Fluent shall provide up to five (5) hours of reasonable technical support per calendar month for up to one (1) year from the date of shipment of Products. Fluent shall not be obligated to provide any additional technical support. However, if Fluent chooses, in its

discretion, to provide additional technical support or updates for the Products, they will be governed by this Agreement.

6. Feedback. All suggestions, comments, or other feedback concerning your experience with or use of the Products that may be given to Fluent ("Feedback") will be given voluntarily and without obligation or restriction of any kind. Fluent will own all such Feedback and may use it for any purpose. Due to the nature of development work, Fluent will not commit to correcting any reported errors or discrepancies. Feedback will not create any confidentiality obligation for Fluent, even if designated as confidential by you. You will not give Feedback that is subject to license terms that seek to require any product, technology, or service that incorporates or is derived from Feedback, or any intellectual property, to be licensed to or otherwise shared with any third party.

7. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLUENT PROVIDES THE PRODUCTS "AS IS" AND WITH ALL FAULTS. FLUENT AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, GUARANTEES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, AND LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT. THERE IS NO REPRESENTATION, WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT WITH REGARD TO THE PRODUCTS. THE ENTIRE RISK AS TO THE QUALITY OF THE PRODUCTS, ITS USE, OR ITS PERFORMANCE, REMAINS WITH YOU.

8. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FLUENT (OR ITS AFFILIATES, LICENSORS, OR SUPPLIERS) BE LIABLE, WHETHER FOR BREACH OF CONTRACT, IN NEGLIGENCE, STRICT PRODUCT LIABILITY, OR ON ANY OTHER THEORY OF LIABILITY, FOR ANY LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INCIDENTAL, DIRECT, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF OR INABILITY TO USE THE PRODUCTS, THE PROVISION OF OR FAILURE TO PROVIDE SOFTWARE SUPPORT, OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF FLUENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NOTWITHSTANDING ANY LOSS OR DAMAGE THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING WITHOUT LIMITATION ALL LOSS OR DAMAGE REFERENCED ABOVE AND ALL DIRECT OR GENERAL LOSS OR DAMAGE), THE ENTIRE LIABILITY OF FLUENT UNDER OR IN CONNECTION WITH THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING WILL BE LIMITED TO FIFTY U.S. DOLLARS (\$50.00). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS ARE ESSENTIAL TO THIS AGREEMENT, AS FLUENT WOULD NOT HAVE PROVIDED THE PRODUCTS WITHOUT THEM. ACCORDINGLY, THEY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

9. Intellectual Property. Fluent (or its licensors) own all legal right, title, and interest in and to Product made available to you, as well as any and all intellectual property rights, in or relating to the Product, and the content of all training that may be provided by Fluent to you, including but not limited to patents, copyrights, trademarks, trade secrets, algorithms, and know-how (collectively, "IP Rights"). Nothing in this Agreement transfers any such IP Rights to you. You agree to use commercially reasonable means to protect the Product from unauthorized access or use. Nothing in this Agreement gives You any right to use any of Fluent's trade names, trade marks, service marks, logos, domain names, or other distinctive brand features. You shall not remove, obscure, or alter any proprietary rights notices (including patent, copyright, and trademark notices) which may be affixed to or contained within the Product.

10. Termination. Fluent may terminate this Agreement for any reason, or no reason at all, upon thirty (30) days' written notice to you. Upon termination, the rights and licenses granted to you under this Agreement shall terminate, and you shall return the Products to Fluent in accordance with Fluent's instructions.

11. General.

11.1 Modifications. This Agreement and any Addendum may be amended or supplemented only by a writing that refers explicitly to this Agreement and such Addendum and that is signed on behalf of both parties.



11.2 Waivers. The waiver by Fluent of a term or provision of this Agreement or of any Addendum, or of your breach of this Agreement or of any Addendum shall not be effective unless such waiver is in writing and signed by Fluent. No such waiver shall constitute a waiver of any other or subsequent breach.

11.3 Choice of Law; Forum; Attorneys' Fees. This Agreement and each Addendum shall be governed in all respects by the laws of the United States of America and by the laws of the Commonwealth of Massachusetts without regard to its choice of law provisions. The UN Convention for the International Sale of Goods shall have no application to this Agreement or to any Addendum. Each of the parties irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in Boston, Massachusetts for any matter arising out of or relating to this Agreement or any Addendum. In any suit to enforce this Agreement or any Addendum, the prevailing party shall have the right to recover its costs, expenses, attorney's fees, and fees and expenses of expert witnesses. 11.4 Construction; Severability. If any provision of the Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic and legal effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

11.5 Authority. By accepting this Agreement, you represent and warrant that you are authorized and empowered to bind your employer to all of the terms and conditions set forth in this Agreement and all applicable Addenda.

11.6 No Conflicting Funding. You represent and warrant that your use of the Products is not governed by any funding, grant or other terms or conditions, whether from the United States government or other institution, that would prevent you from complying with all of the terms and conditions of this Agreement and any Addendum.

11.7 Independent Contractors. Nothing in this Agreement or in any Addendum is intended to, or shall be construed to, create a partnership, agency, joint venture, employment or similar relationship between you and Fluent. 11.8 Assignment. You shall not assign, by operation of law or otherwise, this Agreement or any Addendum or any of its rights or delegate any of its obligations under this Agreement or any Addendum to any third party without the prior express written consent of Fluent. Any attempted assignment in violation of this section shall be void. 11.9 Equitable Relief. A breach of this Agreement or of any Addendum by you will cause irreparable damage to Fluent for which money damages is not an adequate remedy. Therefore, if you breach, or threaten or attempt to breach any term of this Agreement, Fluent shall be entitled to obtain equitable relief, in any appropriate court or forum notwithstanding Section 11.3, to protect its interests, including but not limited to injunctive relief, as well as monetary damages and any other appropriate relief, without obligation to post bond.

11.10 Headings. The headings to the sections of this Agreement or of any Addendum are used for convenience only and shall have no substantive meaning.

11.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and is the final, complete, and exclusive statement of the terms of the Agreement, superseding all prior and contemporaneous representations, discussions, negotiations, agreements, understandings and undertakings, whether written or oral.