

Terms of Use of Toxicity Prediction Service

This "Terms of Use for Toxicity Prediction Service" ("Terms") shall apply to the *in silico* Toxicity Prediction Service as described in Appendix hereto ("Service") provided by FUJIFILM Corporation directly or through FUJIFILM Wako Pure Chemicals Corporation and/or FUJIFILM Wako Chemicals Europe GmbH ("FFWK") to a customer ("Customer") under a separate agreement executed between FUJIFILM Corporation and/or FFWK ("Fujifilm") and Customer.

Article 1 (Use of this Service)

1. FUJIFILM Corporation grants Customer a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to use the Service, as described in Appendix hereto, for Customer's internal research and development of Customer's own products ("Purpose"). In the event Customer has any doubt as to whether its use of the Service is within the Purpose, Customer shall notify Fujifilm and both parties shall resolve such doubt upon mutual consultation.
2. Customer shall notify Fujifilm necessary information with respect to the user of the Service ("User") before using the Service, the notification format of which shall be designated by Fujifilm. Fujifilm will issue an account and password ("Account Information") for each User in accordance with Customer's foregoing notification. Customer shall immediately notify Fujifilm of any change in the contents of such notification with respect to the User.
3. Customer shall not disclose, lend, or share the Account Information to any person (including natural person, corporate or unincorporated body) including employees of Customer, except to the User, and shall strictly manage the Account Information so that it will not be disclosed, lent, shared, or leaked to any person other than the User. Fujifilm shall not be liable for any loss or damage incurred by Customer or any other person due to use or manage or the Account Information, including but not limited to inadequate management, error in use, or use by any person other than the User of the Account Information, and Customer shall compensate Fujifilm for any loss or damage incurred by Fujifilm due to the foregoing.
4. Customer shall make the User to use the Service in accordance with this Terms and any act of the Users with respect to the Service shall be deemed to be the act of Customer.
5. In using the Service, Customer shall prepare computer terminals, communication lines and other technical environment separately designated by Fujifilm ("Client Environment") and connect to the computer facilities comprising the Service provided by Fujifilm ("Fujifilm

Service Environment"). The Service shall be provided by connecting from the Client Environment to the Fujifilm Service Environment via a network.

6. Fujifilm may, at its sole discretion, modify, update or discontinue whole or a part of the Service at any time without any liability to Customer. Fujifilm will make reasonable efforts to notify Customer of such modification, update or discontinuance which may materially affect Customer's use of the Service.

Article 2 (Customer Data)

1. Fujifilm shall use the compound data entered by the Customer in the Service ("Customer Data") only for the purpose of providing the Service and shall handle the Customer Data in accordance with Article 8. For the avoidance of doubt, Fujifilm shall not be obligated to pre-screen or store the Customer Data or create and store backups thereof, and shall not be liable for any use of Customer Data by Customer or damage to or deletion of the Customer Data.

2. Fujifilm may use the operation log data (the log date of user actions within the system, excluding Customer Data) solely for the purpose of root cause analysis and impact estimation in the event of system failures in relation to the Service.

Article 3 (Restrictions on Use)

1. Customer shall, unless permitted by Fujifilm in writing, not use the Service for any purpose other than the Purpose or use the Service in any manner or form other than that expressly permitted in this Terms or instructed by Fujifilm, including, but not limited to, allowing any third party to use the Service whether with or without fee.

2. Customer shall not engage in any of the following acts in connection with the use of the Service:

- a. Any act that infringes or may infringe any property right, copyright, trademark, or other rights of Fujifilm or any third party;
- b. Any act that violates or may violate laws, regulations or ordinances, or that offends or may offend public order and morals;
- c. Altering, falsifying, deleting, or reverse engineering the web application and relevant materials related to the Service;
- d. Using the Service by impersonating Fujifilm or any third party;
- e. Making Account Information available to persons other than the User;
- f. Creating, using, distributing, transmitting or posting computer viruses or other harmful computer programs;
- g. Any act that interferes or may interfere with the facilities, communications or operations

of Fujifilm or any third party; and

h. Any other act that Fujifilm deems inappropriate for use of the Service.

Article 4 (Service Hours)

1. The server hosting the Service will be available 24 hours a day, seven days a week, unless otherwise provided in this Terms or stated via public notice (i.e. for maintenance downtime).

2. Fujifilm may temporarily suspend provision of the Service to perform (i) planned maintenance for the smooth operation of the Service, which will be notified to Customer in advance of such planned maintenance; and (ii) emergency maintenance which will be performed when Fujifilm deems unavoidable to maintain its cloud service and will be notified to Customer without delay after performance of such emergency maintenance.

Article 5 (Subcontract)

Fujifilm may, at its sole discretion, subcontract any part of its provision of the Service or performance of this Terms to a third party; provided, however, such subcontract shall not release Fujifilm from its obligations under this Terms.

Article 6 (Validity)

In the event that Customer disputes the validity of any intellectual property rights, including copyrights, with respect to the Service, Fujifilm may immediately terminate the rights granted to Customer under this Terms upon written notice to Customer.

Article 7 (Disclaimer)

1. SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, FUJIFILM HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO SERVICE, EITHER EXPRESSLY, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY AND NONINFRINGEMENT OF ANY THIRD PARTY RIGHTS. FUJIFILM FURTHER DISCLAIMS ANY WARRANTY THAT (A) SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, FREE FROM EXTERNAL INTRUSION, OR ERROR-FREE; (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF SERVICE WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; (C) THE QUALITY OF

SERVICE WILL MEET CUSTOMER'S EXPECTATIONS; (D) ANY ERROR OR DEFECT IN SERVICE WILL BE CORRECTED; OR (E) NO FURTHER LICENSE OR PERMISSION UNDER FUJIFILM'S OR THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS IS REQUIRED FOR ANY GOODS OR SERVICES DEVELOPED, MANUFACTURED OR SOLD BY CUSTOMER USING THE SERVICE ("DELIVERABLES") OTHER THAN GRANTED HEREUNDER.

2. IN NO EVENT WILL FUJIFILM BE LIABLE FOR ANY DAMAGE OR LOSS INCURRED BY CUSTOMER DUE TO OR RELATED TO THE SERVICE OR DELIVERABLES, INCLUDING BUT NOT LIMITED TO, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR OTHER FINANCIAL DAMAGES.

3. IN NO EVENT WILL FUJIFILM BE LIABLE FOR ANY DAMAGE OR LOSS INCURRED BY CUSTOMER DUE TO (A) ANY HACKERS, VIRUSES, MALWARE OR ILLEGAL ATTACKS; (B) ANY UNAUTHORISED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF THE CONTENT OR OTHER DATA; (C) ANY INABILITY TO USE THE SERVICE AS A RESULT OF TERMINATION OR SUSPENSION OF FUJIFILM'S DISCONTINUATION OF THE SERVICE; OR (D) ANY DISPUTE REGARDING VALIDITY OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS RELATING TO THE SERVICE.

4. Customer warrants that Customer's use of the Service does not violate the Terms or any applicable laws and regulations. Customer confirms that it uses the Service at its own initiative and is responsible for compliance with any applicable laws and regulations and Fujifilm shall not be liable in any way for any such violation. For the avoidance of doubt, Customer acknowledges and agrees that the Service is intended only to support Customer's research prioritization and shall not be used for any purpose, such as regulatory submissions, that might be subject to OECD Guidelines for Multinational Enterprise Responsible Business Conduct, REACH or other applicable regulations. Fujifilm shall not be liable for any use beyond the scope agreed herein.

Article 8 (Confidentiality)

1. "Confidential Information" herein shall mean as follows.

(i) Customer's Confidential Information: Customer Data

(ii) Fujifilm's Confidential Information: The existence and contents of the Agreement, specification and other information related to the Service and any information disclosed by FUJIFILM Corporation or FFWK which (i) if disclosed in a tangible form, is marked as confidential at the time of disclosure, or (ii) if disclosed other than in a tangible form, is identified as confidential at the time of disclosure and thereafter confirmed in writing within

thirty (30) days after disclosure.

2. Notwithstanding the foregoing provisions, the Confidential Information shall not include information that:

- a. is already known to the public or becomes public through no breach of confidentiality obligations provided herein;
- b. is already known to or in the possession of the receiving party before its receipt;
- c. is independently developed or created without reference to or use of the other party's Confidential Information; or
- d. is lawfully obtained from a third party who is not under any confidentiality restrictions.

3. Customer and Fujifilm shall keep the other party's Confidential Information confidential and shall not disclose, leak or provide it to any third party without the other party's prior written consent, and shall not use it for any purpose other than the purpose of using the Service or performing this Terms.

4. Notwithstanding the provisions of Article 8.2, if either party is required to disclose any of the other party's Confidential Information by government authorities or by law, ordinance, rule, regulation or competent court order (collectively, "Disclosure Order"), such party may disclose the other party's Confidential Information to the extent necessary to respond to such Disclosure Order; provided, however, that such party shall inform the other party of its receipt of the Disclosure Order prior to disclosing such Confidential Information, or, if giving such prior notice is not practically feasible, shall inform the other party of the Disclosure Order promptly after the disclosure.

5. Notwithstanding the provisions of Article 8.2, Fujifilm may disclose Customer's Confidential Information to its subcontractor, to the extent necessary to perform this Terms. In the event of disclosure to its subcontractor, Fujifilm shall impose on such subcontractor confidentiality obligations substantially similar to the terms of this Article and be responsible for any breach of such obligations by such subcontractor.

Article 9 (No Assignment)

1. Customer shall not assign, grant security over, or otherwise dispose of any or all of its rights and obligations under this Terms to any third party without the prior written consent of Fujifilm.

2. Customer shall not assign, lend, grant a security interest in, or grant a sublicense to any third party for the Service or any technology or software (including relevant materials and reproductions thereof) related to the Service.

Article 10 (Compliance)

Customer will not take any action that will cause Fujifilm to be in breach of any applicable laws regarding trade control or the prevention of fraud, bribery, corruption, racketeering, money laundering or terrorism.

Article 11 (Compliance with Export Control)

1. Customer agrees to comply with all applicable national and international export control and sanctions laws and regulations, including, but not limited to United States (US), United Nations (UN), Japanese (JP), European Union (EU), United Kingdom (UK) or local (re-)export control and sanctions regulations, Catch-All regulations, or the export or import controls or restrictions of other applicable jurisdictions (all together hereafter: the export control regulations).
2. Customer agrees not to use, sell, export, re-export or otherwise make available, directly or indirectly, any of Fujifilm's products, software or technology ("Fujifilm's Products") for purposes associated with chemical, biological and nuclear weapons, missiles carrying such weapons, or terrorism. Customer also agrees not to sell, export, re-export or otherwise make available, directly or indirectly, any of Fujifilm's Products to any persons or entities controlled or sanctioned under the export control regulations ("Restricted Parties").
3. Customer agrees not to upload into Fujifilm's Products, or transmit to Fujifilm via Fujifilm's Products, any information that is subject to the export control regulations. Should the Customer wish to share any information that is subject to the export control regulations with Fujifilm they will first discuss their intent with Fujifilm, after which Fujifilm is free to refuse the proposed use.
4. Customer warrants and represents that neither it or its affiliates, or directors, have been previously, or are currently, Restricted Parties. Customer further warrants that it is not currently owned 50% or more, individually or in the aggregate, by one or more Restricted Parties.
5. Customer warrants and represents that they will not, directly or indirectly, involve any Restricted Parties (including, but not limited to, Subcontractors, Banks, Logistic Service Providers etc.) in their transactions with Fujifilm, nor will they involve any parties, directly or indirectly, that are owned 50% or more, individually or in the aggregate, by one or more Restricted Parties.
6. If an end-use statement is required, Customer shall provide Fujifilm with such document on first written request; if an import or export license or proof of import is required, Customer shall provide Fujifilm with such document as soon as it is available. This information should be sent to trade_compliance_exportcontrol@fujifilm.com. Where the delivery of products or services is restricted or prohibited due to the export control

regulations or non-issuance of required governmental licenses, the obligations of Fujifilm and the Customer's rights will be suspended for the duration of such restriction or prohibition, and if this suspension continues for a period of at least one (1) month, this Agreement may be terminated by Fujifilm immediately by giving a written notice to Customer, without incurring any liability towards Customer.

7. Notwithstanding the provisions of Article 14, in case of a breach of the foregoing by the Customer, this Agreement may be terminated by Fujifilm immediately by giving a written notice to the Customer without incurring any liability towards Customer. Customer shall indemnify and hold harmless Fujifilm against any claims and/or damages incurred due to breach of the foregoing.

Article 12 (Intellectual Property Rights)

1. The right to apply for and obtain intellectual property rights to any inventions, devices, designs, etc. ("Inventions") relating to the Service shall belong to FUJIFILM Corporation. For the avoidance of doubt, Inventions relating to the Service shall not include Inventions related to substances or uses of Customer Data.

2. The copyrights (including the rights stipulated in Articles 27 and 28 of the Copyright Act of Japan) to any works created in connection with the Service shall belong to FUJIFILM Corporation, and Fujifilm shall have the exclusive right to reproduce, distribute, transform, adapt and use such works.

Article 13 (Disputes with Third Parties)

If any dispute arises between Customer and any third party in connection with the use of the Service, Customer shall settle such dispute at your own responsibility and expense, and FUJIFILM shall not be liable therefor. Customer shall compensate Fujifilm for any loss or damage (including reasonable attorney fees) incurred by Fujifilm due to such dispute.

Article 14 (Termination)

Fujifilm may terminate the Agreement and this Terms by written notice to Customer if Customer falls under any of the following items:

a. Customer is in material breach of its obligations hereunder, which breach remains uncured for fifteen (15) business days following receipt of written notice from Fujifilm specifying the breach;

Customer becomes subject of any agreement or proceedings, voluntary or involuntary, under any applicable laws of any jurisdiction relating to its liquidation, insolvency, bankruptcy, reorganization, receivership or assignment for creditors, or actually becomes

insolvent;

- b. a receiver is appointed for, or a levy or attachment is made against all or substantially all of the assets of Customer;
- c. Customer becomes subject to a valid tax lien or levy;
- d. Customer's license, registration, permit, certification, approval or other authorization required to do business is suspended or cancelled by the relevant governmental authority;
- e. Customer's merger, sale or assignment of all or substantially all of its assets or business, change in its control, ceases or threatens to cease its business in the ordinary course;
- f. Customer or any of its employees commits a fraudulent, dishonest, or illegal act; or
- g. there is any event or circumstance, which has or is reasonably expected to have a material adverse effect on the Customer's ability to fulfill its obligations under this Terms.

Article 15 (After Termination)

Upon termination of this Terms, Customer shall immediately cease to use the Service for any reason whatsoever.

Article 16 (Term)

1. This Terms shall be effective during the terms set forth in the Agreement.
2. Notwithstanding the expiration or termination of this Terms, the provisions of Article 8 shall remain in effect for three (3) years thereafter, and the provisions of Articles 2, 3, 7, 10, 11, 12, 13, 15, 16.2 and Article 17 shall remain in effect thereafter.

Article 17 (Miscellaneous)

1. Governing Law. This Terms shall be governed and interpreted in accordance with the laws of Japan.
2. Arbitration. All disputes arising in connection with the validity, interpretation, execution, or termination of this Terms shall be finally settled through arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. The place of arbitration shall be Tokyo, Japan. The language to be used in the arbitration proceedings shall be English. The award rendered by the arbitration shall be final and binding upon the Parties hereto. The award may be entered in any court of competent jurisdiction for enforcement.
3. No License. Nothing in this Terms is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Terms grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein or in any separate agreement.
4. No Waiver. No waiver of the whole or a part of Fujifilm's rights and titles herein shall be

effective and binding unless such waiver is executed in writing by Fujifilm against Customer. No waiver by Fujifilm of any right and title hereunder shall be deemed to be a waiver of the same right and title on any other occasion.

5. Severability. If any part of this Terms is held invalid, voidable, illegal or unenforceable, such part shall be construed in a manner consistent with applicable laws to reflect, as nearly as possible, the original intention of the parties hereof, and the remaining parts shall remain in full force and effect.

6. Entire Agreement. This Terms, including the Agreement, constitutes the entire agreement between Customer and Fujifilm which governs Customer's use of Service and completely replaces any prior agreements between Customer and Fujifilm in relation to Service.

Appendix

1. Name of the Service:

In silico Toxicity Prediction Service

2. Contents of the Service

FUJIFILM Corporation's proprietary, cloud-based toxicity prediction service (including software descriptions and other relevant materials) will be provided to Customers through a browser application.

Recommended technical environment:

- (i) Recommended browser: Google Chrome (latest version)
- (ii) Recommended display resolution: 1920 x 1080 or higher
- (iii) Recommended OS: Windows 10 or higher