

Terms and Conditions of Use of CLUE Platform by For-Profit Entities

These Terms and Conditions of Use (“**T&Cs**”) apply to all for-profit entities making use of the CLUE platform, including without limitation Company (as hereinafter defined.) By engaging with the CLUE platform, the user (“**Company**”) expressly agrees to comply with these T&Cs.

The Broad Institute, Inc. (“**Broad**”) has developed the CLUE platform, a genome-scale library of cellular signatures that catalogs perturbational responses to chemical, genetic, or disease perturbation and a collection of applications for the analysis thereof. In order to utilize and access the CLUE platform to analyze associations in data generated from Company’s biological or chemical information, Company agrees as follows:

1. Definitions.

CLUE Definitions:

“**CLUE Database**” or “**CLUE-DB**” means the collection of perturbational signatures resulting from profiling the action of perturbagens on cells generated by Broad, including without limitation any raw or processed data or metadata, and any scientific diagrams, graphs, analyses or reports provided in connection therewith. For clarity, the CLUE-DB does not include Company Data (except for Company Data that was drawn from the CLUE-DB) or the connectivity reports and analysis obtained by analyzing Company Data with Licensed Materials.

“**CLUE Platform**” means the SSL-encrypted, web-hosted compute facility made available for use by Company at <https://clue.io> supporting access to and use of Licensed Materials.

“**Education and Documentation**” or “**CLUE-ED**” means any written materials related to the CLUE Platform that are made available to Company on CLUE.io.

“**CLUE Software**” means the applications that are made available by Broad to Company through the CLUE Platform during the Term, including without limitation the CLUE-APP, CLUE-API and CLUE-CLI; all underlying methods, algorithms, and designs generated or invented by or on behalf of Broad in the foregoing, in each case whether expresses as object code, source code or otherwise, and any updates, upgrades, new versions and additions made thereto by or on behalf of Broad during the Term. For the avoidance of doubt, this definition shall continue to apply to any of the foregoing items that were made available by Broad to Company during the Term, regardless of the subsequent termination or expiration of the Term.

“**CLUE Web Apps**” or “**CLUE-APP**” means the client-server software application in which the client user interface runs in a web browser and uses the CLUE-API to access Licensed Materials, and allows for the analysis of CLUE-DB data (and, if applicable, Company Data) using the CLUE-API.

“**CLUE Application Programming Interface**” or “**CLUE-API**” means programmatically accessible interfaces (including without limitation routines, protocols, and RESTful server commands) that facilitate lookup of Licensed Materials and CLUE-DB, enable computation using CLUE-CLI, and run on the CLUE-C3.

“**CLUE Command-line Tools**” or “**CLUE-CLI**” means access to precompiled binaries that

execute algorithms upon issuance of text commands on a console user interface, such access occurring either via the CLUE-API or via direct log-in to CLUE Platform servers.

“CLUE Connectivity Compute Cluster” or “CLUE-C3” means the network of cloud-based connected computers that are linked by Broad-developed software to perform compute-intensive connectivity calculations.

“Licensed Materials” means, collectively, the CLUE Platform, CLUE Database (CLUE-DB), CLUE Software, CLUE Connectivity Compute Cluster (CLUE-C3) and the Education and Documentation (CLUE-ED).

“Results” means the analyses and results that are generated during the Term by Authorized Users both (1) through use of the Licensed Materials or Company Software and (2) based on Company Data or the Licensed Materials, in each instance in accordance with these T&Cs; provided, however, that the portions of the CLUE-DB included in Results are limited to the Permitted Fields.

Company/User Definitions:

“Authorized User” means a unique registered user who is an employee of or a service provider to Company, in either case that is authorized by Company to access the CLUE Platform on its behalf for the Purpose and during the Term; provided, however, that a service provider to Company shall be an “Authorized User” only while and to the extent of the performance of services for or on behalf of Company.

“Company Data” means the biological or chemical information and textual query content that Company may provide as input to the CLUE Software or Company Software during the Term. Notwithstanding anything to the contrary in these T&Cs, to the extent that a given Company input comprises data drawn from the CLUE Database, such data shall continue to constitute CLUE Database data, and shall not constitute Company Data.

“Company Software” means software created by Company in accordance with the terms of these T&Cs, including without limitation Section 2.2, that access or use the CLUE Platform or CLUE-DB through the CLUE-API to generate Results from Company Data. Company Software expressly excludes any CLUE Software therein.

Other Definitions:

“Feedback” means all comments, critiques, user experience information, suggestions, troubleshooting data, and other communications by Company to Broad that are related to the improvement of the CLUE Database, CLUE Software, CLUE Platform, and/or any other Broad offering, except to the extent that such communications embody Company Confidential Information, Company Software, and/or Company Data.

“Login Credentials” means the login credentials, including without limitation user identification names, passwords and two-factor authentication security code, provided by Broad, and that are unique to an Authorized User.

“Permitted Fields” means those fields of the CLUE-DB that are (i) output from CLUE Software (as provided by Broad) through analysis of Company Data in accordance with these T&Cs, or (ii)

listed at https://clue.io/license_exhibit.pdf, and excludes all other fields of the CLUE-DB. Broad may alter the fields output from CLUE Software or update fields listed at https://clue.io/license_exhibit.pdf from time to time upon posted notice through the CLUE Platform; provided, however, that in the event a field is removed from such output or such list, such removal shall apply from the date of such posted notice and shall not alter Results generated prior to such posted notice or the rights of Company in and to such Results in accordance with these T&Cs.

“**Purpose**” means the purpose of these T&Cs, which is to enable Authorized Users to utilize the Licensed Materials for internal research only, including researching, developing, manufacturing or commercializing any prophylactic, therapeutic and/or diagnostic products or services that do not themselves contain the Results.

“**Term**” has the meaning provided in Section 8.1.

2. Limited License.

2.1 Limited License.

2.1.1 Grant of Rights to Licensed Materials. Subject to the terms and conditions of these T&Cs, including without limitation Section 2.1.3, Broad grants Company, solely for the Purpose and during the Term, a non-exclusive, royalty-bearing, non-transferable, worldwide, non-sublicensable license for Authorized Users to: (a) access, display, and use Licensed Materials through the CLUE Platform, (b) generate, access, and display Results through use of the Licensed Materials and Company Software, and (c) subject to Section 2.2, create bug fixes and modify the CLUE Software, and create, use and distribute Company Software.

2.1.2 Grant of Rights to Results. Subject to the terms and conditions of these T&Cs, including without limitation Section 2.1.3 and Section 8, Broad grants Company a non-exclusive, royalty-free, perpetual (except as terminated in accordance with Section 8.2(b)(i) for breach of these T&Cs), worldwide and sublicensable license to access, download, retain and use the Results for Company’s internal research purposes.

2.1.3 Restrictions. The licenses set forth above do not include any rights to, and Company shall not:

- (a) use the Licensed Materials or Results (i) to provide services to any third party, (ii) in any clinical setting, or (iii) as part of any diagnostic or healthcare procedure, product or service;
- (b) use the Licensed Materials or Results other than as specified in Section 2.1 above;
- (c) copy, sell, rent, lease, loan, provide, distribute, or otherwise transfer all or any portion of the Licensed Materials, or any reproduction, modification, translation, or derivative work (other than Company Software as expressly permitted in Section 2.2 and the Results) thereof;
- (d) reverse-compile, reverse-assemble, trace, or otherwise attempt to reverse-engineer or recreate the Licensed Materials, or, except as expressly permitted in Section 2.2, use the Licensed Materials to develop or train a product similar in functionality to or competitive with the Licensed Materials;
- (e) publicly display or otherwise disclose the Licensed Materials to any third party;
- (f) remove, alter, cover, or obfuscate any copyright notices or other proprietary rights notices placed or embedded on or in any Licensed Materials or Results; or
- (g) cause or permit any Authorized User or third party to do any of the foregoing.

Company agrees to include attribution and copyright notices, in substantially the same form as the sample

notices set forth below, if any Results or reference to CLUE are presented, published, or otherwise disseminated, including without limitation in any reports, slides, internal memorandums, publications, or in meetings.

Copyright © 2014-2017 Broad Institute, Inc.

Notice of attribution: “Data analysis were performed through the CLUE Platform made available by The Broad Institute, Inc.”

2.2 CLUE Software and Company Software. Company may use and access the CLUE Software to create derivatives of the CLUE Software for use on the CLUE Platform, and may use CLUE-APIs contained within the CLUE Software to create Company Software to access the CLUE-DB; provided, in each case, that Company shall not, and no license is granted hereunder to:

- (a) access or use the CLUE-DB, other than as embodied in Results generated in accordance with these T&Cs, for any purpose other than analysis of Company Data during the Term;
- (b) embody in any Results any fields of the CLUE-DB other than the Permitted Fields;
- (c) circumvent the need for obtaining a license to access or use the Licensed Materials or registering Authorized Users with the CLUE administrator; or
- (d) retain any local copies of the fields of the CLUE-DB after the expiration or conclusion of the Term, other than the Permitted Fields to the extent embodied or incorporated within Results generated in accordance with these T&Cs.

For the avoidance of doubt, Company Software may use all fields of the CLUE-DB to generate Results through analysis of Company Data, but may embody or incorporate only Permitted Fields into Results.

For clarity, nothing in these T&Cs is intended to restrict, and these T&Cs do not restrict, the access, downloading or use of L1000 perturbational profiles funded by the NIH LINCS Program that are deposited in the NCBI Gene Expression Omnibus and accessible here: <https://www.ncbi.nlm.nih.gov/geo/query/acc.cgi?acc=GSE70138> [GEO (GSE70138)]; or Baseline RNA-Seq gene expression profiles of cancer cell lines from the Cancer Cell Line Encyclopedia portal, accessible here: <https://portals.broadinstitute.org/ccle/home>; in each case, where such access, downloading or use is otherwise permitted by such program or portal.

Company may sell, rent, lease, license or otherwise provide Company Software compliant with these T&Cs to other licensees of the Licensed Materials for use by the authorized users of such other licensees in accordance with the terms and conditions of such licensee’s license to the Licensed Materials.

2.3 Third Party Rights. Company hereby acknowledges and agrees that the Licensed Materials may include components that may be accompanied by separate license terms, and further, that some of the components may be open source packages, developed independently, and accompanied by separate license terms. Company’s license rights with respect to individual components accompanied by separate license terms are defined by those terms; nothing in these T&Cs shall restrict, limit, or otherwise affect any rights or obligations Company may have, or conditions to which Company may be subject, under such license terms.

2.4 Reservation of Rights. Except as expressly set forth in Section 2.1, Broad grants Company no licenses of any kind hereunder, whether by implication, estoppel, or otherwise.

3. Company Obligations.

3.1 Payment of License and Service Fee. Prior to receiving access to the CLUE Platform, as consideration for the licenses granted under these T&Cs, Company shall pay Broad a non-refundable license and service fee (the “**License Fee**”) of \$20,000 within thirty (30) days of receipt of an invoice therefor, in

respect of its access to the CLUE Platform during the one (1) year period immediately following Broad's granting of such access to Company. Company and Broad may renew Company's access for subsequent periods of one year, by Broad's issuance to Company of an invoice for the License Fee in respect of each such year, and Company's timely payment in full in respect of said invoice. Company acknowledges and agrees that Broad may, in its sole discretion, update the License Fee that will apply to future years of CLUE Platform service from time to time, by reasonable prior written notice to Company.

All payments made under this Section 3 shall (i) be in immediately available funds, (ii) reference the CLUE Platform, (iii) be without deduction of exchange, collection, or other charges, and, specifically, without deduction of withholding or similar taxes or other government imposed fees or taxes, and (iv) be made in accordance with the instructions provided by Broad in the invoice.

Payment to Broad by check shall be drawn on a United States bank and made payable to "The Broad Institute, Inc." and shall be sent to:

The Broad Institute, Inc.
415 Main Street
Attn: Controller's Office
Cambridge, MA 02142
Broad Reference: CLUE.io (Company Name)
(Year)

3.2 Authorized Users. Company shall provide Broad with relevant information to enable Broad to register and provide Authorized Users with Login Credentials. Login Credentials are not transferable and may not be shared with any other individuals, including other Authorized Users. To gain access to and use the CLUE Platform, each individual Authorized User must obtain from Broad unique Login Credentials (and neither Company nor its Authorized Users shall under any circumstances create or use any generic or shared accounts for accessing the CLUE Platform,) which unique credentials then must be used by that Authorized User to log into the CLUE Platform. Company shall ensure that all Authorized Users understand and agree to comply with these T&Cs. Company shall be responsible and liable for the performance of its Authorized Users in connection with these T&Cs, and the actions or omissions on the part of an Authorized User shall be considered the actions or omissions of Company for purposes of these T&Cs. For the avoidance of doubt, Company's Authorized Users who are service providers shall be permitted to access the CLUE Platform only in their capacity as service providers engaged in performance of services for or on behalf of Company, and Company shall procure that any such service provider has agreed in writing to the limitations set forth herein.

3.3 Company Equipment and Software. Company shall be responsible for procuring, at its sole expense, any equipment and generally available software that Company may require to access the Licensed Materials and Results. Without limiting the foregoing, if Company intends to access third party resources in connection with Company's exercise of Company's rights hereunder, then Company will be responsible for obtaining any necessary separate license(s) for such third party resources.

3.4 Company Acknowledgements. Company acknowledges and agrees:

- (a) that the Licensed Materials are Broad research assets that are provided to Company only for the Purpose and under the terms set forth in these T&Cs and may contain deficiencies, coding errors, bugs, and other features that may not perform as intended and may not be corrected by Broad;
- (b) that the outputs generated from the use of the Licensed Materials and the Results are scientific hypotheses that may form the basis for further experimental validation and are not intended to be statements of fact; and

(c) that Broad may add new features, upgrade, change or discontinue all or any portion of the Licensed Materials at any time in its sole discretion.

4. Intellectual Property.

4.1 Licensed Materials. As between Company and Broad, Broad or its licensors owns and shall retain all right, title, and interest in and to the Licensed Materials, including without limitation any derivatives thereof (other than the connectivity reports and analyses specific to Company Data contained in Results), and any improvements or modifications of the foregoing developed hereunder. To the extent Company or one of its Authorized Users obtains any ownership interest in any of the foregoing, Company, on its own behalf and behalf of its Authorized Users, hereby assigns and agrees to assign to Broad its entire right, title, and interest therein.

4.2 Feedback. Company, on its own behalf and on behalf of its Authorized Users, hereby grants to Broad a fully paid-up, irrevocable, perpetual, worldwide, non-exclusive license, with right to grant sublicenses, to use Feedback provided to Broad, for the purpose of a) improving the CLUE Platform and Licensed Materials, and b) using, reproducing, preparing derivative works of, performing, displaying, making, selling, and otherwise distributing the CLUE Platform and any Licensed Materials.

4.3 Results. As between Company and Broad, (a) Broad or its licensors owns and shall retain all rights, title and interest in and to the portions of the CLUE-DB contained in any Results, and (b) Company owns and shall retain all rights, title and interest in and to (i) the connectivity reports and analysis specific to Company Data, and any Company Data contained in Results, and (ii) the discoveries and materials created through Company's use of the Results as licensed herein, provided that such right, title or interest shall be subject to any applicable intellectual property rights owned by Broad.

4.4 Company Data. As between Company and Broad, Company owns and shall retain all rights, title and interest in and to Company Data.

4.5 Company Software. As between Company and Broad, Company owns and shall retain all rights, title and interest in and to the Company Software.

5. Company Data and Security.

5.1 Company understands and agrees that Broad will have the right to access and view the Company Data and any entries, data, or information that Company may deposit in or submit to the CLUE Platform, subject to compliance with Section 6.

6. Confidentiality.

6.1 Confidentiality. Broad and Company each agree to retain in confidence all information disclosed pursuant to the activities contemplated under these T&Cs that is designated as proprietary and/or confidential by the disclosing party (the "**Confidential Information**"). Notwithstanding the foregoing, all Licensed Materials shall constitute Confidential Information of Broad without need for any marking or designation, and the connectivity reports and analysis specific to Company Data contained in Results shall constitute Confidential Information of Company without need for any marking or designation. Confidential Information shall not include information that: (i) has become publicly known and made generally available other than through any act or omission of the receiving party; (ii) was already or becomes known by the receiving party without restriction as to use or disclosure and was not acquired from the disclosing party; or (iii) was independently developed by the receiving party without the use of or reference to the

Confidential Information of the disclosing party.

6.2 Treatment of Confidential Information. Each party agrees to: (a) preserve and protect the confidentiality of the other party's Confidential Information using at least the same level of care as it uses to protect its own most confidential information, but in no event less than a reasonable degree of care; (b) refrain from using the other party's Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party (or any employees or agents thereof) except to the extent reasonably required to perform its obligations or exercise its rights under these T&Cs, provided that such third parties are bound by obligations of confidentiality and nondisclosure no less stringent than those set forth herein.

7. Publications / Disclosure of Results.

7.1 Company may publish the Results in a scientific journal within the scope of the license granted hereunder, provided, however, that (a) Company shall not include Broad Confidential Information (other than as contained in Results generated in accordance with these T&Cs) in any publication, and that (b) any publication of such Results shall include recognition of the contributions of Broad, either through authorship or acknowledgement as may be appropriate, according to standard practice for assigning scientific credit, including without limitation the acknowledgement as provided in Section 2.1.3.

Notwithstanding the above, Company shall not publish or otherwise distribute a comparison of similar utilities or analysis of the performance of the Licensed Materials without prior written consent from Broad.

8. Term and Termination.

8.1 Term. These T&Cs shall become effective on the date access to the CLUE Platform is first granted to Company by Broad, and shall continue for so long as Company continues to use the CLUE Platform, and subject to Company's payment to Broad of the License Fee(s) therefor (the "**Term**"), unless earlier terminated in accordance with Section 8.2.

8.2 Termination.

(a) Company may terminate these T&Cs upon thirty (30) days' prior written notice to Broad.

(b) Broad reserves the right to terminate these T&Cs and Company's access to the CLUE Platform at any time if (i) the terms of these T&Cs are breached by Company and Company fails to remedy such breach within ten (10) days after written notice thereof; (ii) Company fails to pay timely any invoice from Broad (pursuant to Section 3) in respect of the license fee for Company's CLUE Platform subscription (in which event, notwithstanding anything to the contrary in this Section 8.2, such termination shall occur automatically upon Company's failure to pay such invoice within the allotted time therefor); and/or (iii) Broad, in its sole discretion, discontinues the CLUE Platform and/or all of the Licensed Materials.

(c) Within thirty (30) days after termination or expiration of these T&Cs or Company's access to the CLUE Platform (whichever is earliest in time,) the receiving party shall use reasonable efforts to destroy the disclosing party's Confidential Information and all copies thereof; provided that the receiving party and its representatives may retain one copy of the disclosing party's Confidential Information for archival purposes only in order to comply with their legal and regulatory record-keeping obligations, subject to ongoing compliance with the obligations of Section 6 therefor. Without limiting the generality of the foregoing, Company shall promptly destroy any local copies of the CLUE-DB, including any fields of the CLUE-DB, upon the termination or expiration of the Term, except for Permitted Fields as may be embodied or incorporated within Results generated in accordance with these T&Cs.

(d) Nothing contained herein shall limit any other remedies that either party may have for the default of the other party under their obligations under these T&Cs, nor relieve the other party of any of its obligations incurred prior to such termination or expiration.

8.3 Survival. The provisions of these T&Cs which by their explicit terms or their manifest intent are to survive, including without limitation those which relate to confidentiality, publication, intellectual property, use of names, disclaimer of warranties, feedback, and limitation of liability, shall survive termination or expiration of the Term.

9. Warranty Disclaimer and Limitation of Liability.

9.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE T&CS, BROAD PROVIDES THE LICENSED MATERIALS "AS IS" AND MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO LICENSED MATERIALS, OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, AVAILABILITY, RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE T&CS, BROAD MAKES NO WARRANTY THAT THE LICENSED MATERIALS, OR ANY PART THEREOF, WILL MEET COMPANY REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, AVAILABLE, SECURE OR ERROR-FREE, OR THAT ANY ERRORS WILL BE CORRECTED. COMPANY HEREBY ACKNOWLEDGES THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND BROAD DOES NOT AND CANNOT GUARANTEE THAT COMPANY DATA, RESULTS, OR OTHER INFORMATION CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. IN PARTICULAR, THE LICENSED MATERIALS MAY BE USED TO ACCESS AND TRANSFER INFORMATION, INCLUDING COMPANY DATA AND RESULTS, OVER THE INTERNET. COMPANY ACKNOWLEDGES AND AGREES THAT BROAD DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE THE LICENSED MATERIALS AND/OR COMPANY DATA OR RESULTS. BROAD SHALL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. COMPANY IS SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF ITS INFORMATION AND SYSTEMS.

9.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE T&CS, IN NO EVENT SHALL BROAD, ITS AFFILIATED INSTITUTIONS, OR ANY OF THEIR RESPECTIVE TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, CORE MEMBERS, ASSOCIATE MEMBERS, STUDENTS OR CONTRACTORS, BE LIABLE FOR INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR INJURY TO PERSONS OR PROPERTY OR LOST PROFITS, REGARDLESS OF WHETHER BROAD WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF THE FOREGOING, REGARDLESS OF FAULT, AND REGARDLESS OF LEGAL THEORY OR BASIS, EXCEPT FOR A BREACH BY BROAD OF SECTION 6. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE T&CS, THE MAXIMUM LIABILITY OF BROAD AND ITS AFFILIATED INSTITUTIONS FOR CLAIMS ARISING FROM OR RELATING TO THE ACTIVITIES CONTEMPLATED UNDER THESE T&Cs SHALL NOT EXCEED THE AMOUNT OF LICENSE AND SERVICE FEES ACTUALLY RECEIVED BY BROAD HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH A RELEVANT CLAIM AROSE.

10. General.

10.1 Export Control. Company agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce or other agency or authority of the United States or other applicable countries, and not to transfer, or authorize the transfer, the Licensed Materials, to a prohibited country or otherwise in violation of any such restrictions or regulations.

10.2 Governing Law. These T&Cs are governed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, U.S.A., without reference to its conflict of law principles. The parties consent to the nonexclusive jurisdiction of, and venue in, the state and federal courts within Massachusetts, U.S.A. The United Nations Convention on Contracts for the Sale of Goods shall not apply to these T&Cs.

10.3 Use of Names. Except for the attributions contemplated in Sections 2.1.3 and 7 or as provided in this Section 10.3, neither Party will use the name or any variation, adaptation or abbreviation of the other for any purpose without the prior written permission of the other; in the case of permission from Broad, said permission may only be obtained from Broad's Office of Communications. Notwithstanding the foregoing, during the Term either Party may identify Company as a licensee of the CLUE platform.

10.4 Notice. Any notices from Company to Broad provided in connection with the activities contemplated under these T&Cs shall, unless provided otherwise herein, be in writing, shall specifically refer to these T&Cs and the CLUE Platform, and any notice to Broad shall be sent by hand, recognized national overnight courier, or registered or certified mail (postage prepaid, return receipt requested,) to the registered address below. All notices under these T&Cs shall be deemed effective upon receipt.

Notices to Broad:

The Broad Institute, Inc.
Attn: Office of the Chief Business Officer
415 Main Street
Cambridge, MA 02142

A copy shall be provided to: legal@broadinstitute.org

Notices from Broad to Company shall be sent by email to the registered email address provided by Company during account setup.

10.5 Force Majeure. Neither Broad nor Company shall be responsible to the other for failure to perform any of the obligations imposed under these T&Cs, other than the payment of amounts when due, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment, or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, acts of terrorism, strikes, labor disturbance, transportation difficulties, labor shortage or any cause beyond its reasonable control.

10.6 Amendment and Waiver; Entire Agreement. These T&Cs may be amended, supplemented, or otherwise modified by Broad from time to time. Any waiver of any rights or failure to act in a specific instance shall relate only to such instance and shall not be construed as an agreement to waive any rights or fail to act in any other instance, whether or not similar. These T&Cs constitute the entire agreement between Broad and Company with respect to their subject matter and supersede prior agreements or understandings between the parties relating to their subject matter.

10.7 Severability. In the event that any provision of these T&Cs shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provision of these T&Cs, and Broad shall endeavor in good faith to modify these T&Cs to preserve (to the extent possible) the original intent behind such provision.