

## Port Therapeutics Terms of Service

These Terms of Service (this “**Agreement**”) set out the terms on which Port Therapeutics, LLC (“**Port Therapeutics**”, “**Company**”, “**we**” or “**us**”) will provide access to and use of certain services available on or through its website porttherapeutics.com (the “**Service**”) to you, a user of the Service (“**you**” or “**User**”). You should read this Agreement carefully. By indicating acceptance of this Agreement or by otherwise using the Service, you are entering into a legally binding agreement with us (and you hereby represent that you are of legal age, and are otherwise fully able and competent, to enter into a binding agreement). If you are using the Service on behalf of an organization, you represent that you have the right to bind such organization to this Agreement, and the terms “**User**” and “**you**” will include both you, the individual user, and such organization. If you do not agree to these terms and conditions, you must not use the Service.

THIS AGREEMENT CREATES A BINDING LEGAL AGREEMENT BETWEEN YOU AND COMPANY, AND INCLUDES AN ARBITRATION CLAUSE UNDER WHICH CERTAIN CLAIMS MAY NOT BE BROUGHT IN COURT OR DECIDED BY A JURY. PLEASE READ THIS AGREEMENT CAREFULLY.

1. Nature of the Service.

a. *General.* The Service allows Users to access certain information or other content, which may include data, text or other materials or content, related to Port Therapeutics.

b. *Children.* The Service is not directed to users under the age of 13. The Service does not knowingly collect personal information from children under the age of 13. If you are under the age of 13, you are not permitted to use the Service or to send personal information to Company.

2. Our Ownership Rights. The Service, including all aspects of the Port Therapeutics website (including Our Property, as defined below), is the property of, and owned by, Company or its licensors. All the software, algorithms, functionality, inventions, concepts, text, images, sound, music, videos, marks, logos, compilations, content and technology used to deliver the Service or otherwise embodied in, displayed through, or provided directly or indirectly (e.g., emails or other communications from us to you) via the Service are “**Our Property.**” Except as otherwise expressly permitted by this Agreement, any use, copying, making derivative works, transmitting, posting, linking, deep linking, framing, redistribution, sale, decompilation, modification, reverse engineering, translation or disassembly of Our Property is prohibited. You acknowledge that Our Property has been created, compiled, developed and maintained by us at great expense of time and money such that misappropriation or unauthorized disclosure or use of Our Property by others for commercial gain would unfairly and irreparably harm us in a manner for which damages would not be an adequate remedy, and you consent to our obtaining injunctive relief to restrain any breach or threatened breach of this Agreement, without any requirement to post bond. You may be subject to criminal or civil penalties for violation of this paragraph.

The marks PORT THERAPEUTICS, PORTTX, and any associated logos, are registered or unregistered trademarks or service marks of Company or its licensors. You may not use them, or any of our other marks or logos, in any manner, including any use that is likely to cause confusion or that disparages or discredits us, without our consent. The Service may also feature the trademarks, service marks, and logos of third parties, and each owner retains all rights in such marks. Any use of such marks, or any others displayed on the Service, will inure solely to the benefit of their respective owners.

Subject to the terms and conditions herein, we grant you the non-exclusive, limited, revocable right to access and use Our Property solely to the extent necessary for you to use the Service for your own personal, non-commercial use, as permitted by this Agreement. We reserve all other rights. For clarity and without limiting other obligations herein, Users shall not distribute or otherwise commercialize Our Property.

3. Use of the Service. You must comply with any rules and policies about use of the Service that we publish from time to time. These rules and policies will be available on the Service. Certain features, pages or

content within the Service may contain supplemental terms of use, to which you must agree in order to use the relevant features, pages or content.

Subject to the terms and conditions herein, you are permitted to use the Service solely for your own personal, non-commercial use.

You must not (a) except as otherwise expressly permitted by this Agreement, harvest or otherwise collect information about others from the Service; (b) take any action that imposes or may impose an unreasonable or disproportionately large load on the Service or its infrastructure, or bypass any measures we may use to prevent or restrict access to any portion of the Service (or other accounts, networks or services connected thereto); (c) use manual or automated software, devices, or other processes to “crawl”, “scrape” or “spider” any of the Service or otherwise to copy, obtain, propagate, distribute or misappropriate any information or other content from the Service, including any of Our Property; (d) distribute or otherwise make available any information or other content obtained through the Service to any third party, except as expressly permitted herein; or (e) otherwise interfere in any manner with the use or operation of the Service.

4. Feedback. If you provide to us (directly or indirectly, and by any means) any comments, feedback, suggestions, ideas, or other submissions related to the Service (collectively "**Feedback**"), the Feedback will be the sole property of Company. We will be entitled to use, reproduce, disclose, publish, distribute, and otherwise exploit in any manner, all Feedback, without restriction and without compensating you in any way. We are and shall be under no obligation to maintain any Feedback in confidence, or to respond to any Feedback.

5. Warranty Disclaimers and Limitations of Liability. THE SERVICE IS PROVIDED “AS IS”, WITH ALL FAULTS. WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING: (A) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; (B) THAT THE SERVICE OR OUR PROPERTY WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR; AND (C) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICE OR OUR PROPERTY. We may pause or interrupt the Service at any time, and you should expect periodic downtime for updates to the Service. No advice or information, whether oral or written, obtained by you from us or through the Service will create any other warranty.

UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO RECOVER FROM US ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR OUR PROPERTY, EVEN IF WE HAVE BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR OUR PROPERTY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF \$10.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF WARRANTIES OR OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

6. Cloud Services and Third Party Services. Without limitation of the disclaimers and limitations of liability set forth in Section 5, you acknowledge and agree as follows: (a) we provide the Service using cloud

computing services of one or more third party cloud providers (collectively, the “*Cloud Providers*”); and (b) we shall not be responsible or liable to you for any act, omission or failure of any Cloud Provider.

The Service may depend upon, interact with or enable access to third parties’ information, other content, services or websites (each, a “*Third Party Service*”), which may in each case be accompanied by separate terms of use. Use of each Third Party Service may require that you accept additional terms of use. You must comply with the applicable terms of use when using the Third Party Service and the Service. Company does not endorse, and hereby disclaims all liability or responsibility to you or any other person for, any Third Party Services.

7. Indemnity. You will indemnify us, and our licensors, providers and agents, against any and all claims, actions, proceedings, suits, liabilities, losses, damages, costs, expenses and attorneys’ fees (“*Liabilities*”) arising out of or related to your breach of this Agreement or your use of the Service (but excluding any Liabilities to the extent caused by our negligence or willful misconduct). We reserve the right to assume the sole control of the defense and settlement of any claim, action, suit or proceeding for which you are obliged to indemnify us. You will cooperate with us with respect to such defense and settlement.

8. Our Privacy Policy. We operate the Service under the Privacy Policy published at **Error! Hyperlink reference not valid.** (the “*Privacy Policy*”), which is hereby incorporated into this Agreement. Each party shall comply with the Privacy Policy.

9. Suspension and Termination. You may terminate this Agreement at any time ceasing to use the Service. We reserve the right to suspend your access to the Service at any time if we believe you are in breach of this Agreement. We reserve the right to terminate this Agreement or to cease to offer the Service at any time on written notice to you (including by email to registered Users or posting on our website), for any reason or no reason.

If we cease to provide the Service, you agree: (a) to continue to be bound by this Agreement, (b) that the license and rights provided by us under this Agreement shall end, and (c) that we shall not be liable to you, or any third party, for compensation, reimbursement, or damages in connection with your use of the Service or for termination of access to the Service.

Sections 1-9 and 11-17, any accrued obligations and remedies hereunder, and any other provisions that by their nature should reasonably survive, shall survive the termination or expiration of this Agreement.

10. Modification of Service and Agreement. We reserve the right to modify the Service at any time, without notice to you. We may also from time to time amend this Agreement prospectively. If we do so, we will notify you by posting on our website. You agree that your continued use of the Service constitutes your agreement to the amended Agreement. If you do not agree to any amended Agreement that we publish, you must cease using the Service.

11. Applicable Law. You and we each agree that all disputes or other matters arising from or relating to this Agreement, or the use or operation of the Service, will be governed by the substantive laws of the State of California, U.S.A., without regard to its or any other jurisdiction’s conflicts of laws principles that would apply another law. Any action or proceeding by you relating to any claim arising from or relating to the Service or this Agreement must commence within the shorter of the applicable statute of limitations or one year after the cause of action has accrued. The United Nations Convention for the International Sale of Goods is hereby disclaimed.

12. Arbitration. We will attempt to resolve disputes with Users to their satisfaction. If, however, a matter arises that cannot be resolved promptly between you and us, you agree that any disputes arising out of or relating to the Service or this Agreement (including the validity and scope of the agreement to arbitrate and any disputes with other users of the Service) shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association (“*AAA*”) under the Federal Arbitration Act, and shall be conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by the AAA (for information on the

AAA and its rules, see adr.org). You agree that the arbitration shall be held in Los Angeles, California, unless the AAA or the arbitrator shall determine that venue in such city is unreasonably burdensome, in which case the AAA or the arbitrator shall select a venue that is not unreasonably burdensome to both you and us. You agree that, if the AAA shall be unavailable or decline to administer the arbitration, and the parties do not agree on a substitute, a substitute administrator or arbitrator shall be appointed by the court. This provision shall not apply to claims of patent, trademark, or copyright infringement or misappropriation of trade secrets (collectively, "**IP Claims**"). In addition, you or we may elect to bring an individual claim in a small claims court, but we do not hereby agree to any personal jurisdiction that is otherwise lacking.

You agree that any arbitration shall not permit claims on a class, mass, representative, or private attorney general basis. You further agree that no claims of other parties may be consolidated with your or our claims in the arbitration without both your and our consent. **YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS, MASS, REPRESENTATIVE, PRIVATE ATTORNEY GENERAL, OR CONSOLIDATED ACTION AGAINST US.**

If any part of this Arbitration clause is later deemed invalid as a matter of law, then it shall be severed and the remaining portions of this section shall remain in effect, with the exception that if the preceding paragraph is deemed invalid, then this entire section shall be deemed invalid and the arbitration clause shall be void.

13. Jurisdiction. With respect to any IP Claims (as defined above) that are not subject to arbitration under the above provision, you hereby consent to non-exclusive jurisdiction and venue in any federal or state court located within the State of California, U.S.A., with respect to any suit, claim or cause of action arising from or relating to the Service or this Agreement, and you shall not bring any such suit, claim or cause of action except in a court located within the State of California, U.S.A.

14. Force Majeure. In no event will we be liable for any failure to comply with this Agreement to the extent that such failure arises from factors outside our reasonable control.

15. Compliance with Laws. You will comply with all laws and regulations applicable to your activities under or in connection with this Agreement, including without limitation United States export control laws, regulations and executive orders.

16. Geography. We are based in the United States. We provide the Service for use only by persons located in the United States. We make no claims that the Service or any of its content is accessible or appropriate outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access the Service from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

17. Miscellaneous Provisions. No delay or omission by us in exercising any of our rights occurring upon any noncompliance or default by you with respect to any of the terms and conditions of this Agreement will impair any such right or be construed to be a waiver thereof, and a waiver by us of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein. No waiver will be binding on us unless made in an express writing signed by us. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. Except as otherwise expressly provided herein, this Agreement sets forth the entire agreement between us and you regarding its subject matter, and supersedes all prior promises, agreements or representations, whether written or oral, regarding such subject matter. This Agreement and your rights and obligations hereunder are not assignable, or otherwise transferable or delegable, by you to any third party without our prior written consent in our sole discretion. Any purported assignment, transfer or delegation without such consent will be null and void. We may assign or otherwise transfer or delegate this Agreement (including any rights or obligations hereunder), including to any purchaser of our business, from time-to-time in our sole discretion. This Agreement will be binding upon and inure

to the benefit of the parties' successors and permitted assigns. You agree that the electronic text of this Agreement constitutes a writing and your assent to the terms and conditions hereof constitutes a "signing" for all purposes. As used herein and unless the intent is expressly otherwise in a specific instance, the terms "include," "includes" or "including" shall not be limiting and "or" shall not be exclusive. Any section headings herein are for convenience only and do not form a part of, and will not be used in the interpretation of, the substantive provisions of this Agreement. You agree that email to your email address on record will constitute formal notice under this Agreement. There shall be no third party beneficiaries to this Agreement.

Last Updated: July 7, 2022