

API Use Summary

When you become an API Developer for Awakens, you agree to comply with our GENOME LINK APIs Terms of Service below. While all of the terms are important, we would like to call your attention to the following terms:

Three Important Points You Agree to When Using Our APIs:

- You must clearly, conspicuously and accurately describe the data you are requesting from our customers and specifically how you will use and share such information with Awakens and third parties.
- Awakens may terminate your access to the APIs at any time, with or without cause, and upon such termination you must immediately cease all use of the APIs.

Awakens API Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING APIs.

1. DEFINITIONS

"Awakens" (or us, we, or our) means Awakens, Inc., whose principal place of business is at 499 Illinois Street Suite 201, San Francisco, CA 94158.

"API" or "APIs" means the application programming interfaces provided by Awakens in accordance with these Terms to allow you to develop applications that communicate with the Awakens platform, GENOME LINK.

"PII" means personally identifiable information.

"Terms" means this APIs Terms of Use.

2. Application, Acceptance and Registration

a. Application

To use our APIs you must accept the Terms. You represent, warrant and covenant that you will accurately describe what end user information you collect (such as PII, login information and GENOME LINK account data) and how you use and share such information (including for advertising) with Awakens and third parties. All information you disclose in your application may be used by Awakens and will not be treated as confidential information. You are responsible for maintaining the secrecy and security of your developer key, and all activities that occur using your developer key are your

responsibility. Once you are approved as a developer, you will need to register for a GENOME LINK developer account (“Developer Account”). In order to maintain accurate information (including a current email address and other required contact information) related to your account, you must keep your GENOME LINK account information up-to-date. Your Developer Account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of developers.

b. Acceptance of Terms

Your use of APIs (excluding any services provided by Awakens under a separate agreement) is subject to the terms of the legal agreement between you and Awakens set forth in these Terms. These Terms outline your rights and responsibilities when using our APIs, so read them carefully. You may not use the APIs if you do not accept the Terms. By agreeing to these Terms you also agree to the terms of the Awakens Terms of Use (<http://www.awakens.tokyo/terms-of-use>) and the Awakens Privacy Policy (<http://www.awakens.tokyo/privacy-policy>), to the extent the nature of those terms are applicable to developers, including all future amendments or modifications thereto (collectively, and together with this document, the API Agreement). Additional terms may also apply to the use of an API, including additional terms of use, terms within the accompanying documentation of the API separately prepared by Awakens, and any applicable policies or guidelines provided by Awakens. If there is a conflict between these Terms and the additional terms, the additional terms prevail. If you use the APIs as an interface to, or in conjunction with other Awakens services, then the Awakens Terms of Use also apply. You may not use the APIs and may not accept the Terms if (a) you are not of legal age to form a binding contract with Awakens, or (b) you are a person barred from using or receiving the APIs under the applicable laws of the United States or other countries including the country in which you are resident or from which you use the APIs.

c. Registration

In order to access certain APIs you may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs. You agree that any registration information you give to Awakens will always be accurate and up-to-date.

3. Using Our APIs

a. Compliance with Law

You will use our APIs only as permitted by law (including without limitation laws regarding the import or export of data or software, privacy, or local laws). You will not use the APIs to encourage or promote illegal activity. You agree to provide assistance to Awakens in verifying your compliance with these Terms by providing us information related to or access to your use of our APIs. If, in Awakens' sole discretion, you do not demonstrate full compliance with these Terms, we may restrict or terminate your access to the APIs.

b. Your End Users' Compliance with Law

You will require your end users to comply with all applicable laws and this API Agreement. You will not knowingly enable your end users to violate any applicable law or this API Agreement. You agree to provide assistance to Awakens in verifying your end users' compliance with these Terms by providing us information related to or access to your end users use of our APIs. If, in Awakens' sole discretion, you do not demonstrate full compliance with these Terms, we may restrict or terminate your access to GENOME LINK APIs.

c. Permitted Access

You will only access (or attempt to access) an API by the means described in the documentation of that API separately prepared by Awakens. If Awakens assigns you developer credentials or an ID, you must use them with the applicable APIs. You will not misrepresent or mask either your identity or your API client's identity when using the APIs or developer accounts.

d. API Limitations

Awakens may set limits on the number of API requests that you can make, at its sole discretion. For example, Awakens may limit the maximum content that may be accessed, and/or the number of network calls that your use may make via the Awakens APIs. Awakens may change such usage limits at any time, and/or may utilize technical measures to prevent over-usage and/or stop usage of our APIs by an application after any usage limitations are exceeded. You agree to such limitations and will not attempt to circumvent such limitations.

e. Monitoring and Auditing

Awakens may monitor the use of the APIs to ensure quality, improve Awakens products

and services, verify your compliance with these Terms, or for any other purpose. You agree to not interfere with such monitoring and will provide Awakens with any assistance to overcome such interference should it arise from your use of our APIs. In addition, Awakens may use any technical means to overcome such interference.

You agree to use reasonable efforts to retain all applicable books and records related to your use of the APIs while you continue to use the APIs and for three (3) years thereafter. Awakens or Awakens' authorized representative may upon reasonable notice inspect and audit your books and records with respect to your use of the APIs for the sole purpose of evaluating compliance with these Terms. You agree to reasonably cooperate with Awakens' audit procedures and upon request provide all relevant information to Awakens in a timely manner.

f. Communication with Awakens

You agree that we may send you certain communications in connection with your use of the APIs. Awakens notifications, whether such communications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website pages, as determined by Awakens in its sole discretion. Awakens reserves the right to determine the form and means of providing communications to you, provided that you may opt out of certain means of notification.

g. Feedback

You have no obligation to give us any suggestions, comments or other feedback ("Feedback") relating to our APIs, our materials or our websites. However, we may use and include any Feedback that you voluntarily provide to improve our products, services or technologies. Accordingly, if you provide Feedback, you agree that we may freely use, reproduce, license, and distribute such Feedback. You also agree not to provide Feedback that you know is subject to any intellectual property claim by a third party or any license terms which would require products or services derived from such Feedback to be licensed to or from, or shared with, any third party. If you provide Feedback about our APIs, then you agree that we may use such information without obligation to you.

4. Your API Clients

a. API Clients

The APIs are designed to help you enhance your websites and applications ("API Client(s)"). Awakens reserves the right to investigate any API Client for compliance with these Terms. Such investigations may include Awakens accessing and using your API Client, for example to identify security issues that could affect Awakens or its users. You consent to any such investigation. Awakens may suspend access to our APIs by you or your API Client without notice if we reasonably believe that you are in violation of these terms.

b. Security

You will use best efforts to protect user information collected by your API Client, including PII, from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information.

c. Ownership

Awakens does not acquire ownership in your API Clients (except to the extent that your API Clients contain Awakens Materials as defined below), and by using our APIs, you do not acquire ownership of any rights in our APIs or the content and data that is accessed through our APIs. As between Awakens and you, the APIs, Awakens content, Awakens Brand Features (as defined below) and all intellectual property rights therein and thereto ("Awakens Materials") are and shall at all times remain the sole and exclusive property of Awakens and are protected by applicable intellectual property laws and treaties. Except for the express licenses granted in these Terms, Awakens does not grant you any right, title or interest in the Awakens Materials.

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You represent and warrant to Awakens that, excluding Awakens Materials, you have the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute your API Clients, and that use by Awakens and our users of your API Clients shall not violate the rights of any third party (e.g., copyright, patent, trademark, or other proprietary right of any person or entity), or any applicable regulation or law, including the laws of any country in which your API Clients are made available. During the term of these Terms you hereby grant to us a paid-up, royalty-free, nonexclusive, worldwide irrevocable right and license, under all of your intellectual property rights, to: (i) use, perform, and display your API Clients and its content for purposes of marketing, demonstrating, and making your API Clients available to users; (ii) link to and direct users to your API Clients; (iii) use, copy, perform, publish and display your name, trademarks and/or logos on Awakens' website for purposes of listing Awakens' API

developers; and (iv) sublicense the foregoing rights to our affiliates. Following the termination of these Terms and upon written request from you, we shall make commercially reasonable efforts, as determined in our sole discretion, to remove all references and links to your API Clients from the Awakens service. Awakens shall have no other obligation to delete copies of, references to, or links to, your API Clients.

d. User Privacy

In addition to complying with our Privacy Policy, you agree to comply with all privacy laws and regulations including those applying to PII. Once your application is approved by Awakens, you will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client what user information you collect (such as PII, login information and specifically types of data in Awakens account) and how you use and share such information (including for advertising and location based data) with Awakens and third parties. Your policy must be clear and conspicuous and represent to end users that you will use the information you collect only for the purposes you describe. Your policy will also provide that you will delete any end user data requested to be deleted by end users.

Furthermore, when requesting information from end users to use your API Clients, you must clearly, conspicuously and accurately describe the data you are requesting to collect from end users (such as PII, login information and specifically types of data in Awakens account) and specifically how you will use and share such information with Awakens and third parties.

5. Rules and Prohibitions

a. API Rules

In addition to the other requirements contained in these Terms, you agree to:

Provide only accurate identification, contact, and other information as required as part of requesting developer keys from Awakens or through registration;

Ensure that your use or display of Awakens Materials, particularly Awakens Brand Features, does not suggest that Awakens promotes or endorses you or any third party or the causes, ideas, websites, products, or services of you or any third party;

Ensure that the fundamental meaning of the Awakens Materials is not changed or distorted;

At all times maintain the value and reputation of the APIs and Awakens brand or name,

to the best of your abilities; and

Conspicuously warn users of your application of the limitations of Awakens' raw data as follows:

"Awakens raw data has undergone a general quality review. However, only a subset of markers have been individually validated for accuracy. As such, Awakens' raw data is suitable only for research, educational, and informational use and not for medical or other use."

b. API Prohibitions

When using the APIs, the following prohibitions apply, and you agree, acknowledge and represent as follows:

You will not sublicense an API for use by a third party. Consequently, you will not create an API Client that functions substantially the same as the APIs and offer it for use by third parties.

You will not perform an action with the intent of introducing to Awakens products and services worms, defects, Trojan horses, malware or any items of a destructive nature.

You will not defame, abuse, harass, stalk or threaten others.

You will not interfere with or disrupt the APIs or the servers or networks providing the APIs.

You will not promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.

You will not copy, adapt, reformat, reverse-engineer, disassemble, decompile, translate or otherwise modify the APIs, developer keys, our Website or any content displayed on it, or any of our other services, through automated or other means, except to the extent that this restriction is expressly prohibited by applicable law.

Certain developer credentials are, by their nature, considered confidential. You will not disclose such confidential credentials to any third party except your agent(s) using such information solely on your behalf in accordance with these terms and under a written duty of confidentiality.

Our communications to you may contain Awakens confidential information. If you receive or communications that are clearly confidential or marked confidential, then you will not disclose Awakens confidential information to any third party without Awakens' prior written consent.

You will not use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of Awakens services or collect information about users for any unauthorized purpose.

You will not use the APIs in an application that contains or displays or promotes any of the following: spyware, adware, or other malicious programs or code, counterfeit goods, items subject to US embargo, hate materials or materials urging acts of terrorism or violence, goods made from protected animal/plant species, recalled goods, any hacking, surveillance, interception, or descrambling equipment, illegal drugs and paraphernalia, unlicensed sale of prescription drugs and medical devices, the sale of tobacco or alcohol to persons under twenty-one (21) years of age, pornography, prostitution, body parts and bodily fluids, stolen products and items used for theft, fireworks, explosives, and hazardous materials, government IDs, police items, unlicensed trade or dealing in stocks and securities, gambling items, professional services regulated by government or state licensing regimes, non-transferable items such as airline tickets or event tickets, non-packaged food items, or weapons and accessories.

You will not use the APIs in an application that competes with products or services offered by us.

You will not sell, lease, share, transfer, or sublicense any Awakens Material obtained through the APIs, directly or indirectly, to any third party, including any data broker, ad network, ad exchange, or other advertising or monetization-related party

6. Content

a. Content Accessible Through our APIs

Our APIs contain some third party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available. We may sometimes review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content but we make no representations that we have reviewed such content and your use of such content is at your risk. Finally, content accessible through our APIs may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the API may be restricted, limited, or filtered in accordance with local laws, regulations, policies or us.

b. Submission of Content

Some of our APIs allow the submission of content, and except as expressly provided in these Terms, Awakens does not acquire any ownership of any intellectual property rights that you or your end users hold in the content that you submit to our APIs through your API Client. By submitting, posting or displaying content to or from the APIs through your API Client, you give Awakens a perpetual, irrevocable, worldwide, royalty-free, and

non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute such content. However, Awakens will only use such content for the purpose of enabling Awakens to provide the APIs or to provide you with the applicable service and only in accordance with the applicable Awakens privacy policies. You agree that this license includes a right for Awakens to make such content available to other companies, organizations or individuals with whom Awakens has relationships for the provision of syndicated services, and to use such content in connection with the provision of those services. Before you submit content to our APIs through your API Client, ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the license.

c. Retrieval of content

When a user's non-public content is obtained through the APIs, you may not expose that content to other users or to third parties without explicit opt-in consent from that user.

d. Data Portability

Awakens supports data portability. By accessing users' data through the APIs for use in any of your services or applications, you agree to enable your users of any such service or application to export their equivalent data to other services or applications of their choice in a way that's substantially as fast and easy as exporting such data from Awakens products and services, subject to applicable laws.

e. Prohibitions on Content

Unless expressly permitted by the content owner or by applicable law, you agree that you will not, and will not permit your end users to, do the following with content returned from the APIs:

Scrape, build databases or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display or sublicense to any third party;

Misrepresent the source or ownership; or

Remove, obscure, or alter any copyright, trademark or other proprietary rights notices, falsify or delete any author attributions, legal notices or other labels of the origin or source of material.

7. Brand Features; Attribution

a. Brand Features

"Brand Features" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, these terms do not grant either party any right, title, or interest in or to the other party's Brand Features. All use by you of Awakens' Brand Features (including any goodwill associated therewith) will inure to the benefit of Awakens.

b. Attribution

You agree to display any attribution(s) required by Awakens as described in the documentation for the API separately prepared by Awakens. Awakens hereby grants to you a nontransferable, nonsublicenseable, nonexclusive license during the term of your use of the API to display Awakens' Brand Features for the purpose of promoting or advertising that you use the API. You must only use the Awakens Brand Features in accordance with these terms and for the purpose of fulfilling your obligations under this Section.

c. Publicity

You will not make any statement regarding your use of an API which suggests partnership with, sponsorship by or endorsement by Awakens without Awakens' prior written approval.

d. Promotional and Marketing Use

In the course of promoting, marketing, or demonstrating the APIs you are using and the associated Awakens products, Awakens may produce and distribute incidental depictions, including screenshots, video, or other content from your API Client, and may use your company or product name. You grant us all necessary rights for the above purposes.

8. Privacy Protection

By using our APIs, you agree that Awakens can use any submitted information.

9. Termination

a. Termination

You may stop using our APIs at any time. If you want to terminate these Terms, you must provide Awakens with 7 days prior written notice and upon termination, cease your

use of the applicable APIs. Awakens reserves the right to terminate these terms or discontinue the APIs and/or your access to the APIs or any portion or feature for any reason or no reason and at any time without liability or other obligation to you.

b. Your Obligations Post-Termination

Upon any termination of these Terms or discontinuation of your access to an API, you will immediately stop using the API, cease all use of the Awakens Brand Features, and delete any cached or stored content that was permitted by the cache header under Section 5. Awakens may independently communicate with any account owner whose account(s) are associated with your API Client and developer credentials to provide notice of the termination of your right to use an API.

c. Surviving Provisions

When these Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 1, 4(c), 8, 9, 10 and 12.

10. Liability for our APIs

a. NO WARRANTY

SOME OF THE APIS MAY BE EXPERIMENTAL AND NOT TESTED IN ANY MANNER. AWAKENS DOES NOT REPRESENT OR WARRANT THAT ANY APIS ARE FREE OF INACCURACIES, ERRORS, BUGS, OR INTERRUPTIONS, OR ARE RELIABLE, ACCURATE, COMPLETE, OR OTHERWISE VALID. NEITHER AWAKENS NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE APIS. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE QUALITY OF THE APIS OR THE CONTENT ACCESSED THROUGH THE APIS, THEIR RELIABILITY, AVAILABILITY OR ABILITY TO MEET YOUR NEEDS. THE APIS AND CONTENT ACCESSED THROUGH THE APIS ARE PROVIDED "AS IS" AND "AS AVAILABLE". SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL IMPLIED WARRANTIES.

b. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, AWAKENS, AND ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, DISTRIBUTORS OR

LICENSORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF AWAKENS, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THESE TERMS, INCLUDING FOR ANY WARRANTIES THAT MAY NOT LEGALLY BE EXCLUDED, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE APIS (OR, IF WE CHOOSE, TO SUPPLYING YOU THE APIS AGAIN) DURING THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. NOTHING IN THESE TERMS LIMITS YOUR RESPONSIBILITY FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. IN ALL CASES, AWAKENS, AND ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, DISTRIBUTORS OR LICENSORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

c. Indemnification

To the maximum extent permitted by applicable law, you agree to hold harmless and indemnify Awakens, and its subsidiaries, affiliates, officers, agents, and employees, or partners, from and against any third party claim arising from or in any way related to: your misuse or your end users' misuse of the APIs or Awakens Materials; or your violation or your end user's violation of these Terms, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Awakens will provide you with written notice of such claim, suit or action.

d. Remedies

You acknowledge that your breach of these Terms may cause irreparable harm to Awakens, the extent of which would be difficult to ascertain. Accordingly, you agree that, in addition to any other remedies to which Awakens may be legally entitled, Awakens shall have the right to seek immediate injunctive relief in the event of a breach of these Terms by you or any of your officers, employees, consultants or other agents.

11. Fees and Payments

The APIs are currently provided for free, but Awakens reserves the right to charge fees for the future use of and/or continued access to the APIs in our sole discretion. If we do charge a fee for use of the APIs or any tools and features, you do not have any

obligation to continue to use our resources.

12. General Provisions

a. Modification

We may modify these Terms or any additional terms that apply to an API occasionally, for example, to reflect changes to the law or changes to our APIs. We'll post notice of modifications to these terms or the additional terms within the documentation of each applicable API. Changes are effective seven (7) days after they are posted. However, changes specific to new functionality for an API or changes made for legal reasons will be effective immediately. You agree that your continued use of the API constitutes an acceptance of the modified terms.

b. Miscellaneous

These Terms control the relationship between Awakens and you. They do not create any third party beneficiary rights. If you do not comply with these Terms, and Awakens does not take action right away, this does not mean that Awakens is giving up any rights that it may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. The laws of California, U.S.A., excluding California's choice of law rules, will apply to any disputes arising out of or related to these terms or the services.