

## Storage Addendum

This Addendum (“**Addendum**”) is entered into by and between DNAnexus, Inc. (“DNAnexus”) and the Customer specified in the applicable Order Form (“Customer”) and modifies the Master Subscription Agreement (“Agreement”), as amended in writing from time-to-time by the parties. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

### 1. Definitions.

- 1.1. “Customer-Provided Storage” means any cloud storage bucket, container, repository, or infrastructure owned, controlled, provisioned, or maintained by or on behalf of Customer (including through third-party cloud infrastructure providers such as AWS, Azure, or OCI) that Customer elects to connect to or interface with the Service.
- 1.2. “Storage Provider” means the third-party cloud infrastructure provider or entity hosting the Customer-Provided Storage.

### 2. Customer Control and Responsibility.

- 2.1. **Sole Responsibility.** Customer is solely responsible for procuring, provisioning, configuring, licensing, paying for, and maintaining the Customer-Provided Storage and all relationships with the applicable Storage Provider.
- 2.2. **Configuration and Access.** Customer is exclusively responsible for correctly configuring all permissions, identity and access management (IAM) roles, encryption keys, and network pathways necessary for the Service to access the Customer-Provided Storage.
- 2.3. **Data Management.** As between the parties, Customer retains absolute control over data retention, deletion, archiving, and lifecycle policies within the Customer-Provided Storage. Customer acknowledges that DNAnexus will not automatically back up, replicate, or archive any Customer Materials resting within Customer-Provided Storage.

### 3. Warranty, Liability and Service Carve-Outs.

- 3.1. **No Storage Warranty.** NOTWITHSTANDING SECTION 12.1 OR ANY OTHER CONTRARY PROVISION IN THE AGREEMENT, DNANEXUS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PERFORMANCE, INTEGRITY, DURABILITY, OR SECURITY OF CUSTOMER-PROVIDED STORAGE.
- 3.2. **Disclaimer of Liability.** DNAnexus shall have no liability or responsibility of any kind under this Agreement, and Customer explicitly assumes all risk, for any data loss, data corruption, unauthorized third-party access, security breaches, deletion, or inability to access or transmit Customer Materials to the extent arising out of, or resulting from, the Customer-Provided Storage, the Storage Provider’s network, or Customer’s misconfiguration thereof.
- 3.3. **Support Exclusions.** Support obligations defined in Exhibit A do not apply to any Incidents caused by a failure, performance degradation, or misconfiguration of the Customer-Provided Storage or the Storage Provider’s systems. Such occurrences will be excluded from DNAnexus Support obligations.
- 3.4. **Service Level Exclusions.** Any uptime degradation, connection failures, or platform unavailability resulting from a failure or sluggishness of the Customer-Provided Storage or the Storage Provider’s infrastructure shall be explicitly excluded from Scheduled Availability Time calculations under Exhibit B and shall not entitle Customer to Service Credits.

### 4. Data Security Policy Boundary.

- 4.1. **Security Boundary.** Customer explicitly acknowledges that the technical and organizational security measures described in Exhibit C (Data and Security Policy) apply solely to Customer Data while actively processed within computing instances or temporary storage buckets managed directly by DNAnexus.
- 4.2. **Exclusion of Exhibit C.** Exhibit C does not apply to Customer-Provided Storage. Customer is exclusively responsible for the security, encryption at rest, vulnerability management, and access auditing of the Customer-Provided Storage environment.

### 5. Indemnification by Customer.

In addition to Customer’s obligations under Section 6.3 of the Agreement, Customer shall indemnify, defend, and hold harmless DNAnexus from and against any and all claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys’ fees) arising out of or relating to: (i) any operational failure,

security breach, or unauthorized access occurring within the Customer-Provided Storage; or (ii) any disputes between Customer and its third-party Storage Provider.

6. **Effect of Addendum.** Except as expressly modified by this Storage Addendum, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a direct conflict between the terms of this Storage Addendum and the main body of the Agreement regarding Customer-Provided Storage, the terms of this Storage Addendum shall control.