

# DECODR, INC.

## TERMS OF SERVICE

*Effective Date: April 30, 2026*

*All references to storage retention deadlines are calculated from April 30, 2026.*

### 1. ACCEPTANCE OF TERMS

- Agreement is binding upon Account creation or any use of the Service.
- User must be 18+ and legally authorized to enter this Agreement.
- Use of Service constitutes full acceptance of all terms herein.

### 2. SERVICE DESCRIPTION & SUBSCRIPTION ACCOUNTS

**2.1 Overview** — DECODR provides a SaaS platform for scoring and interpreting genomic sequence data.

#### **2.2 Basic (Free) Account**

- Access to core genomic scoring tools with monthly run limits.
- Community support only.
- NO account storage is provided. See Section 3.

#### **2.3 Paid (Plus, Pro and Power) Account**

- File calculation limits per plan.
- Persistent account storage (plan-defined quota).
- Limits and overage of persistent account storage
  - DECODR will notify user if persistent account storage limit is reached
  - User is solely responsible for exporting and saving stored data above plan limits within 60 days of notification
  - DECODR reserves the right to delete stored data above plan limits after this date
- Dedicated customer support (per plan).

### 3. ACCOUNT STORAGE — BASIC ACCOUNT

#### **3.1 No Storage Provided**

- Basic Account include zero persistent storage.
- All session data is processed in-memory and not retained after session ends.
- User is solely responsible for exporting and saving results before ending each session.

#### **3.2 Data Retrieval Deadline for Existing Users**

► **NOTICE: Users who previously held an account with storage access must download all stored data by July 29, 2026 (90 days after April 30, 2026). After this date, all stored data will be permanently deleted. DECODR bears no liability for data not retrieved by the deadline.**

- DECODR will send reminder emails to the user before the deadline instructing the user to download stored data.
- Failure to receive reminders (e.g., outdated email) does not extend the deadline.

#### **3.3 Upgrade Path**

- Basic users may upgrade to Paid Account before July 29, 2026 to retain stored data.
- Contact: [support@decodrinc.com](mailto:support@decodrinc.com) for upgrade assistance.

### 4. USER OBLIGATIONS & ACCEPTABLE USE

**4.1 Permitted Use** — Service must be used solely for lawful research, clinical, or commercial purposes consistent with user's account.

**4.2 Prohibited Actions**

- Processing data without legal authorization.
- Circumventing security controls or access restrictions.
- Reverse-engineering DECODR algorithms or scoring models.
- Reselling or sublicensing access without written consent.
- Introducing malicious code or disrupting Service operations.

**4.3 Account Accuracy** — User must maintain accurate, current registration information.

**5. DATA PRIVACY & REGULATORY COMPLIANCE**

- User's collection, submission, and use of data in connection with the Service must comply with all Applicable Data Protection Laws.
- For full details of DECODR's data privacy obligations, User obligations by jurisdiction (EEA, Switzerland, UK, California), anonymization requirements, cross-border transfer mechanisms, and DECODR's data processing role, please refer to the DECODR Privacy Policy, which is incorporated into this Agreement by reference.
- In the event of a conflict between this Agreement and the Privacy Policy with respect to data privacy matters, the Privacy Policy shall govern.
- Submission of Protected Health Information (PHI) or any non-anonymized personal data is strictly prohibited for all Users and all accounts. See Privacy Policy Section 3.
- All data submitted to the Service must be fully anonymized prior to upload. See Privacy Policy Section 5.
- Contact: [privacy@decodr.com](mailto:privacy@decodr.com) for privacy inquiries.

**6. USAGE ANALYTICS & DATA COLLECTION**

**6.1 What DECODR Collects** — By using the Service, User consents to DECODR collecting usage and platform analytics data, which may include:

- Account activity: login frequency, session duration, and feature usage patterns.
- Transaction data: credit consumption, calculation submissions, file types, and processing outcomes.
- Technical data: IP addresses, browser/client type, API call logs, error events, and performance metrics.
- Support interactions: communications with customer support and related account history.

**6.2 How DECODR Uses This Data** — Collected analytics may be used for:

- Service monitoring and performance optimization.
- Security monitoring, anomaly detection, and threat assessment.
- Customer support and issue resolution.
- Account and relationship management, including outreach regarding account status, credit balances, and plan upgrades.
- Aggregate, anonymized product analytics and usage reporting (no individual user data is disclosed).
- Compliance and audit obligations as required by law.

**6.3 What DECODR Does Not Collect**

- DECODR does not collect, analyze, or retain the genomic sequence content of submitted files for analytics purposes.
- Analytics data is strictly limited to platform usage metadata and does not include submitted research data or results.

#### **6.4 Data Retention & Third Parties**

- Analytics data is retained for as long as necessary to fulfill the purposes described in Section 6.2 or as required by law.
- DECODR may use third-party analytics tools (e.g., monitoring, logging, or CRM platforms) to process usage data on its behalf. Such processors are bound by confidentiality and data protection obligations no less protective than this Agreement.
- DECODR will not sell usage analytics data to third parties.

#### **6.5 GDPR — Analytics Lawful Basis**

- For EU users, analytics collection is conducted under DECODR's legitimate interests (Art. 6(1)(f) GDPR) in operating, securing, and improving the Service.
- Users may request access to or deletion of their analytics data by contacting [privacy@decodrinc.com](mailto:privacy@decodrinc.com), subject to applicable legal retention requirements.

### **7. INTELLECTUAL PROPERTY**

- DECODR retains all rights to the Service, algorithms, scoring models, interfaces, and documentation.
- User retains ownership of all data submitted to the Service.
- User grants DECODR a limited, non-exclusive license to process data solely to provide the Service.

### **8. CREDIT TERMS**

**8.1 Definition** — Each DECODR credit represents one (1) file calculation. Submitting a file for genomic scoring consumes one credit, regardless of file size or output length.

#### **8.2 Non-Transferability**

- Credits are non-transferable and are tied exclusively to the purchasing account.
- Credits may not be shared, gifted, sold, or moved between accounts under any circumstances.

#### **8.3 Credit Expiration**

- Paid Account credits do not expire for as long as the account remains active and in good standing.
- Basic Account monthly transaction allotments (see Section 9) are not credits and do not carry over month to month.
- Upon account termination or cancellation, all unused credits are immediately forfeited and will not be refunded. See Section 10.

#### **8.4 Failed Calculations — Credit Policy (Paid Account Only)**

- If a file calculation fails due to user-submitted bad, malformed, or incompatible input data: the credit is consumed and will not be restored.
- If a file calculation fails due to a DECODR platform error, service outage, or system fault: the credit will be restored to the user's account.
- Users who believe a credit was incorrectly consumed must contact customer support at [support@decodrinc.com](mailto:support@decodrinc.com). DECODR's determination of the cause of failure is final.
- This policy applies to Paid Account accounts only. Basic Account monthly allotments follow the reset rules in Section 9.

### **9. FEES & PAYMENT**

#### **9.1 Basic (Free) Account — Monthly Allotment**

- Basic Account accounts receive twenty (20) free credit transactions per account per calendar month.

- Unused monthly credit transactions do not roll over. Each month the allotment resets to 20 regardless of prior usage.
- Monthly allotments are not credits, cannot be purchased, and have no monetary value.

### **9.2 Paid Account — Credit Purchases**

- Paid Account users purchase credits in advance. Credit quantities and pricing are defined in the applicable pricing schedule.
- Bulk credit packages are available as part of Paid Account plans as described in the applicable pricing schedule.
- All credit purchases are non-refundable, except as required by applicable law.

### **9.3 Pricing Changes**

- DECODR may modify credit pricing with at least 30 days' prior written notice.
- Price changes do not affect credits already purchased prior to the effective date of the change.

## **10. TERM & TERMINATION**

- Agreement is effective upon acceptance and continues until terminated.
- Either party may terminate with written notice.
- DECODR may immediately suspend or terminate a user's account for material breach (including Sections 4, 5, or the Privacy Policy).
- DECODR reserves the right to delete a user account and all stored data, if applicable, after two years of account inactivity.
- Upon termination or cancellation:
  - All unused Paid Account credits are immediately forfeited with no refund.
  - Paid Account users may export stored data within 30 days; data deleted thereafter.
  - Basic Account users have no stored data to retrieve, and no credit balance.
  - No credits may be transferred from any account or terminated account.

## **11. DISCLAIMERS & LIMITATION OF LIABILITY**

### **11.1 No Warranty on Results**

- DECODR's genomic scoring outputs are provided for informational and research purposes only.
- DECODR makes no representations or warranties regarding the accuracy, completeness, fitness for purpose, or clinical validity of any score, analysis, or result generated by the Service.
- Results must not be used as the sole basis for clinical decisions, diagnoses, treatment plans, or any decision with patient safety implications without independent expert review.
- DECODR is not liable for any decisions made, or actions taken, in reliance on Service outputs.
- User assumes full responsibility for interpreting, validating, and applying any results produced by the Service.

### **11.2 General Disclaimers**

- Service provided 'AS IS' and 'AS AVAILABLE' — no warranties of merchantability, fitness, or non-infringement.
- DECODR does not warrant that the Service will be uninterrupted, error-free, or free from harmful components.

### **11.3 Limitation of Liability**

- DECODR is not liable for indirect, incidental, consequential, or punitive damages, including any arising from reliance on Service results or credit consumption disputes.
- Total liability capped at: value of credits purchased in the prior 12 months, or \$20 for Basic Account users.

## **12. INDEMNIFICATION**

- User indemnifies DECODR against claims arising from:
  - Violations of this Agreement or applicable law.
  - Breach of data privacy or genomic data regulations.
  - Third-party IP infringement claims related to submitted data.
  - Breach of data privacy obligations under Section 5 or the Privacy Policy.

## **13. GOVERNING LAW & DISPUTE RESOLUTION**

- Governed by the laws of Delaware.
- Disputes resolved by binding arbitration (AAA rules) in Wilmington, Delaware.
- Either party may seek injunctive relief in court to prevent irreparable harm.

## **14. MODIFICATIONS**

- DECODR may modify this Agreement with 30 days' advance written notice.
- Notice via email and/or in-platform notification.
- Continued use after effective date of modification constitutes acceptance.

## **15. GENERAL PROVISIONS**

- Entire Agreement — supersedes all prior agreements regarding the Service.
- Severability — unenforceable provisions do not affect remaining terms.
- No Waiver — failure to enforce a right does not waive it.
- Assignment — User may not assign or transfer any account.
- Contact: [legal@decodrinc.com](mailto:legal@decodrinc.com)