



EVALUATION SOFTWARE LICENSE AGREEMENT - DEFENSE ACCESS

60 Day Evaluation License for STRmix™

IMPORTANT - READ CAREFULLY: This Defense Access Evaluation Software License Agreement ("Agreement") is a legal agreement between you (either an individual or a single legal entity, who will be referred to in this Agreement as "the Licensee"), and STRmix Limited of New Zealand, New Zealand company number 6445312 ("the Licensor"), for the STRmix™ software ("the Software") that accompanies this Agreement, which includes computer software and may include associated manuals, media, printed materials, and "online" or electronic documentation ("Materials"). This Agreement restricts the use of the Software to the criminal case in a court of law for which the Licensee is retained by the accused ("the Case") and has signed a STRmix™ confidentiality agreement in accordance with the most current version of the document titled "Access to STRmix™ by Defense Legal Teams". This Agreement shall supersede or otherwise take precedence over any other STRmix™ License Agreements provided electronically or otherwise to the Licensee in relation to the Case. The Software also includes any software updates, add-on components, templates, images, symbols, web services and/or supplementary documentation that the Licensor may provide or make available to the Licensee, or that the Licensee obtains from the use of features or functionality of the Software, after the date the Licensee obtains the initial copy of the Software (whether by delivery of a CD, permitted downloading from the internet or a dedicated website, or otherwise) to the extent that such items are not accompanied by a separate license agreement or terms of use. By installing, copying, downloading, accessing or otherwise using the Software, the Licensee agrees to be bound by the terms of this Agreement. The terms of this Agreement may be changed from time to time by the Licensor when it releases a new version of the Software by notifying the Licensee.



Software License.

The Software and Materials are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software and Materials are licensed, not sold.

1. Grant of License.

For the limited time period specified in Section 1.2 below, the Licensor grants the Licensee the following rights, provided that the Licensee complies with all terms and conditions of this Agreement. The Licensor may assign this Agreement without the Licensee's consent. This Agreement shall be binding upon, and inure to the benefit of, any such assignee.

1.1. Use.

- (a) The Licensor grants the Licensee a limited, non-exclusive, non-transferable, royalty-free license to install and use one copy of the Software on a single physical computer, device, workstation, terminal, or other digital, electronic or analog device that is within the Licensee's internal private local network ("Device") and use the Materials solely to evaluate the Software for the Case, during the time period identified in Section 1.2 of this Agreement. To avoid doubt, installation in a virtualized instance, cloud computing or any other form of remotely hosted environment (external to the Licensee's internal private local network) is not permitted. Upon expiration of the permitted time period, the Licensee's rights under this Agreement to the Software and the Materials ends and the Licensee must remove and destroy all copies of the Software and the Materials and any components thereof from the Device. If the Licensee desires to use the Software after the completion of the permitted time period specified in Section 1.2 of this Agreement, the Licensee must purchase a valid, non-evaluation license to the Software from the Licensor or the Licensor's distributor.
- (b) The Licensee will ensure that the Software and Materials are at all times protected from access, use or misuse and damage and destruction by any person not authorized by either the Licensor or the Licensee, and the Licensee will notify the Licensor immediately if it becomes aware of any unauthorized use of the Software and/or Materials.
- (c) The Licensee will only use the Software on Case data and will only utilize the laboratory specific kit parameters previously determined by internal validation.



- (d) The Licensee acknowledges that it has no intellectual property rights in the Software and the Materials.
- (e) The Licensee warrants and agrees that it does not have any current or intended future direct or indirect commercial interest in the development or sale of software products that are in competition or may compete with the Software unless express prior written consent is given by the Licensor.
- (f) The Licensee warrants and agrees that it will adhere to all instructions on the use of the Software as provided in the Materials and any other guidance from the Licensor.
- (g) The Licensee agrees that it will seek the appropriate expertise in probabilistic genotyping, population genetics, and Bayesian statistics for the purposes of its use of the Software and the Materials.

1.2. Permitted Time Period.

THE RIGHT TO USE THE SOFTWARE AND MATERIALS SHALL BE EFFECTIVE FROM THE DATE THE LICENSEE FIRST INSTALLS ANY PORTION OF THE SOFTWARE ON ANY DEVICE AND SHALL CONTINUE FOR A PERIOD OF SIXTY (60) DAYS, AT WHICH TIME THAT RIGHT SHALL CEASE. THE SOFTWARE IS TIME SENSITIVE AND WILL NOT FUNCTION AFTER APPROXIMATELY SIXTY DAYS. IT IS THE LICENSEE'S RESPONSIBILITY TO ENSURE THAT ANY DATA USED WITH THE SOFTWARE IS BACKED UP AND REMOVED PRIOR TO EXPIRATION. If the Licensee wishes to use the Software after the evaluation period is completed, a valid, licensed, non-evaluation copy of the Software must be purchased from the Licensor or the Licensor's distributor.

1.3. The Software and Materials are for use only in the Case.

The Software and Materials are provided for use only in the Case. The Software must not be used on any other live casework and should not be used with data that has not been sufficiently backed up.

1.4. Other Licenses.

The Licensee's use of software and content that may be accessed through use of the Software may require other software licenses e.g. operating system software - please consult the license agreement accompanying such software and content.



1.5. Reservation of Rights.

The Licensor reserves all rights not expressly granted to the Licensee in this Agreement.

2. Additional Limitations.

The Licensee must not reverse engineer, decompile, or disassemble the Software, or otherwise endeavor to obtain the source code of the Software. The Licensee must not assign, sublicense, rent, lease, lend or transfer the Software or the Materials, or host the Software for third parties. The Software is licensed as a single product; its component parts must not be separated for use on more than one computer. The Licensee must not disclose the results of its evaluation of the Software (including any benchmark test of the Software) to any third party (with the exception of any member of the Defense Legal team in the Case who is not a developer of, and who does not have any current or intended future direct or indirect commercial or employment interest in, competing software products) without the Licensor's prior written approval. The Software may include copy protection technology to prevent the unauthorized copying of the Software or may require original media for use of the Software on the Device; it is illegal to make unauthorized copies of the Software or to circumvent any copy protection technology included in the Software.

3. Confidential Information.

The Licensee acknowledges and agrees that the Software and the Materials contain confidential information belonging to the Licensor and must not be disclosed to third parties except as permitted by this clause.

The Licensee agrees to disclose the Software and Materials only to its employees and contractors who need to access such information (and who have agreed to comply with the terms of this Agreement) so that the Licensee can exercise its rights and obligations under this Agreement. The Licensee may also disclose the results of its evaluation of the Software to any member of the Defense Legal team in the Case who is not a developer of, and who does not have any current or intended future direct or indirect commercial or employment interest in, competing software products, solely for the purposes of the Case.

The Licensee undertakes to obtain signed deeds of confidentiality from any contractor or other authorized person who needs access to the Software and Materials (and shall provide copies of such deeds to the Licensor for review and approval prior to signing).



4. Consent to Use Data.

The Licensor is not obliged to provide technical or other support for the Software. However, if the Licensor provides any support services to the Licensee, the Licensee agrees that the Licensor and its affiliates may collect and use technical information provided as a part of any such support services related to the Software. The Licensor agrees not to use this information in a form that personally identifies the Licensee, and not to use it for any other purpose without the Licensee's prior consent. The Licensee warrants and agrees that any transfer and disclosure of data from the Licensee to the Licensor to enable the Licensor to provide implementation and validation assistance, troubleshooting or any other scientific assistance will comply with the Licensee's privacy and data protection obligations in its jurisdiction. The Licensee acknowledges that the Licensor will retain any such data until such time as requested in writing by the Licensee to destroy or return it.

5. Termination.

Without prejudice to any other rights, the Licensor may terminate this Agreement if the Licensee fails to comply with any of the terms and conditions of this Agreement, or if the Licensor otherwise determines in its sole discretion. In such event, the Licensee must destroy all copies of the Software and all of its component parts. If requested by the Licensor, the Licensee will provide notice to the Licensor stating that the Software and Materials have been returned, destroyed or otherwise dealt with as the case may be as directed by the Licensor.

6. Intellectual Property Rights.

All title and copyright in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software), the Materials, and any copies of the Software and Materials are owned or exclusively licensed by the Licensor and its partners. All title and intellectual property rights in and to the content that is not contained in the Software, but that may be accessed through use of the Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties; this Agreement grants the Licensee no rights to any such content. The Software and the Materials are protected by copyright laws and international treaty provisions. Therefore, the Licensee must treat the Software and the Materials like any other copyrighted material except that the Licensee may either (a) make one copy of the Software



solely for backup or archival purposes or (b) install the Software on a single computer provided the Licensee keeps the original solely for backup or archival purposes and, if the Software contains Materials that are provided only in electronic form, print one copy of such Materials. The Licensee must not copy any printed materials accompanying the Software. Any copies and installations must be removed or destroyed by the Licensee on termination or expiry of this Agreement.

7. Applicable Law.

This Agreement will be governed in all respects, by and construed in accordance with the laws of the State of Ohio, USA and the United States of America without regard to conflict of law principles. The parties hereby consent and submit themselves to the exclusive jurisdiction and venue of the Court of Common Pleas of Summit County, Ohio, or the United States District Court for the Northern District of Ohio. The Licensor and the Licensee agree that any action arising out of or related to this Agreement must be brought exclusively in an Ohio court.

If the laws of the State of Ohio are expressly determined not to be applicable to this Agreement by a court of competent jurisdiction, then the applicable law will be the law of the jurisdiction where the Licensee is situated and the jurisdiction of such court shall be non-exclusive.

Notwithstanding the above, the Licensor shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against the Licensee in the event that, in the opinion of the Licensor, such action is necessary or desirable.

8. Disclaimer of Warranties.

To the maximum extent permitted by applicable law, the Licensor provides the Software, the Materials and support services (if any) related to the Software "AS IS", and hereby disclaims all warranties and conditions, either express, implied or statutory, including, but not limited to, any implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Software and/or the Materials, and the provision of or failure to provide support services.



9. Exclusion of Incidental, Consequential and Certain Other Damages.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LICENSOR BE LIABLE FOR ANY (A) SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER; (B) DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE; OR (C) ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, IN EACH CASE ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE AND/OR THE MATERIALS, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF THE LICENSOR OR ANY PARTNER, AND EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Limitation of Liability and Remedies.

Notwithstanding any damages that the Licensee might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of the Licensor and any of its partners under any provision of this Agreement and the Licensee's exclusive remedy for all of the foregoing shall be limited to the amount actually paid by the Licensee for the Software. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

11. Waiver.

Failure by either the Licensee or the Licensor to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant, or condition or of any other term, covenant, or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.



12. Force Majeure.

No failure or omission by either party to carry out or observe any of the terms and conditions of this Agreement (other than payment obligations) shall give rise to any claim against such party or be deemed a breach of this Agreement if such failure or omission arises from an act of God or any other force majeure, an act of any government, or any other cause beyond the reasonable control of the affected party.

13. Severance.

If any provision of this Agreement is or becomes unenforceable, illegal or invalid for any reason it shall be deemed to be severed from this Agreement without affecting the validity of the remainder of this Agreement and shall not affect the enforceability, legality, validity or application of any other provision of this Agreement.