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3. MODIFICATION OF THIS AGREEMENT

ScaleUp Bio reserves the right to amend this Agreement at any time. You are bound by any such revisions and should therefore periodically visit this page to review the prevailing version of this Agreement to which you are bound. Your use of the Service after the posting of modifications to this Agreement will constitute your acceptance of this Agreement, as modified. If, at any time, you do not wish to accept this Agreement, you may cease your use of the Service.

4. LINKS TO THIRD-PARTY SERVICES

This Service may contain links (ie URL) to other third party websites and online services (“Linked Services”). The Linked Services are not under the control of ScaleUp Bio and ScaleUp Bio is not responsible for the contents of the Linked Services, including, without limitation, links contained on Linked Services, or any changes or updates to Linked Services. ScaleUp Bio is providing Linked Services to you only as a convenience, and the inclusion of such Linked Services is not an endorsement by ScaleUp Bio in favour of any company offering Internet services, products or services on or in connection with the Linked Services. Your access to and use of such Linked

Services, including information, material, products and services on such website, is solely at your own risk and shall be subject to such terms as may be applicable to the use of such Linked Services. Furthermore, please note that the ScaleUp Bio Privacy Notice shall only be applicable to the use of the Service (i.e. our website) and shall not apply to your use of the Linked Services or access of a third party website – as such, you are strongly recommended to review the relevant site’s privacy policy before disclosing any personal information.

5. LINKS TO OUR WEBSITE

You are granted a limited, revocable, non-transferable and nonexclusive licence to create a hyperlink to the home page of our website so long as (i) the link or your linking website does not portray ScaleUp Bio, our affiliates, or our products or services in a false, misleading, derogatory, or otherwise offensive matter; (ii) your linking website complies with all applicable laws and does not otherwise violate this Agreement or the rights of others; and (iii) your linking website has, maintains and follows a privacy notice no less protective of user data than the privacy notice of this website. You may not use any ScaleUp Bio logo or other proprietary graphic or trademark as part of the link without our express prior written permission. We may revoke this licence at any time, with or without cause, in which case you agree to immediately remove the hyperlink. You may not create a hyperlink to any page of the website other than the home page. Any link to our website should be a full forward link that passes the visitor's browser to our home page without barriers. You shall ensure that the “back” button, when pressed by the visitor, returns the visitor to the original site.

6. CONFIDENTIAL INFORMATION

You agree that you will not disclose Confidential Information to any person or entity outside of your organization. You will not use or permit the use of any Confidential Information except as necessary in connection with the Service. You will use at least the same degree of care in safeguarding the Confidential Information as you use in safeguarding your own confidential information, but in no event will you use less than due diligence and care. “Confidential Information” means all information or material which: (i) is obtained from password protected portions of the website or (ii) which is (A) marked “Confidential,” “Restricted,” or other similar marking, (B) known by the parties to be considered confidential, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable judgment.

7. OBLIGATIONS

You are required to comply with all applicable laws and regulations in connection with your use of the Service, and such further limitations as may be set forth in any written or on-screen notice from ScaleUp Bio. As a condition of your use of the Service, you undertake not to use the Service for any purpose that is unlawful or prohibited by this Agreement.

8. PROHIBITED USES GENERALLY

Without limiting the foregoing, as a condition of your use of the Service, you agree not to transmit, distribute, post, communicate or store information or other material on, to or through the Service that:

1. is copyrighted, unless you are the copyright owner;
2. reveals trade secrets, unless you own them;
3. infringes on any other intellectual property rights of others or on the privacy or publicity rights of others;
4. is obscene, defamatory, threatening, harassing, abusive, hateful, slanderous or embarrassing to any other person or entity as determined by ScaleUp Bio in its sole discretion;
5. is sexually-explicit;
6. violates or is likely to violate any applicable laws;
7. constitutes advertisements or solicitations of business, surveys, contests, chain letters or pyramid schemes; or
8. contains viruses, Trojan horses, worms, time bombs, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

You further agree not to:

- (a) use any incomplete, false or inaccurate biographical information or other information for purposes of registering as a user of the Service, or for purposes of registering for any promotions offered through the Service;

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- (b) delete or revise any material or other information of any other user or ScaleUp Bio;
 - (c) harvest or otherwise collect information about others, including e-mail addresses, without their consent;
 - (d) take any action that imposes an unreasonable or disproportionately large load on the Service's infrastructure;
 - (e) use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or any activity being conducted on this site;
 - (f) use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatar's or intelligent agents) to navigate or search the Service other than the search engine and search agents available from ScaleUp Bio on the Service and other than generally available third party web browsers (e.g., Netscape Navigator and Microsoft Edge);
 - (g) allow any other person or entity to use your username or password for posting or viewing comments or sending or receiving materials;
 - (h) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service;
 - (i) use the Service in any manner that could damage, disable, overburden, or impair any ScaleUp Bio server, or the network(s) connected to any ScaleUp Bio server,
 - (j) interfere with any other party's use and enjoyment of any part of the Service;
 - (k) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to any ScaleUp Bio server or to any part of the Service, through hacking, password mining or any other means; or
 - (l) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service.

You further agree not to violate or attempt to violate the security of the Service, including, without limitation:

- (i) accessing data not intended for you or logging into a server or account that you are not authorized to access;
- (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- (iii) attempting to interfere with service to any user, host or network, including, without limitation, by way of submitting a virus to, or overloading, "flooding", "spamming", "mailbombing" or "crashing", the Service;
- (iv) sending unsolicited e-mail, including promotions and/or advertising of products or services; or
- (v) forging any TCP/IP packet header or any part of the header information in any e-mail or posting. Violations of system or network security may result in civil or criminal liability.

ScaleUp Bio reserves the right to investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

If you violate any of these terms, your permission to use this Service automatically ends.

9. USER CONTENT/ EMAIL DISCUSSION LISTS, INTERACTIVE AREAS

ScaleUp Bio may offer the opportunity for you to contribute your ideas, comments, questions and other communications to or from the website (the “User Content”) in message boards, chat rooms, email and other features of the website (“User Areas”) that may be offered from time to time and may be operated by ScaleUp Bio or by a third party.

We provide email discussion lists and interactive forums for the convenience of ScaleUp Bio, staff and certain other authorized individuals. These areas are merely provided as a forum for enabling participants to communicate about the subjects of interest. ScaleUp Bio does not exert editorial control over information or materials posted by third parties in these areas or in materials that are emailed by third parties using email discussion lists. ScaleUp Bio is not responsible for monitoring any materials posted by any third party or for verifying that such information or materials are accurate, timely, reliable, suitable, complete, non-infringing, or free from technical defects. These limitations of warranties and liability apply to all email discussion lists and interactive forums, to the maximum extent permitted by applicable laws.

To the maximum extent permitted by applicable laws, we are not liable for any harm caused by the transmission, via the use of a list, of a computer virus, or other computer code or programming device affecting your software, hardware, data, or property arising out of the Service or Linked Services.

You are solely responsible for the content of any emails that you post to the lists or content that you post in interactive forums and you agree to indemnify in full and hold ScaleUp Bio, its affiliates, officers, and employees harmless from any claim, demand or expense (including attorneys’ fees) due to or arising out of your use of the list service or interactive forum or any information or materials provided on such list service or interactive forum.

You are solely responsible for all acts or omissions that occur under your account or password, including without limitation any User Content you create or upload. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer.

You acknowledge that User Content is not endorsed by ScaleUp Bio and such User Content should not be considered to have been reviewed, screened, or approved by ScaleUp Bio. You should exercise discretion before relying on information contained in any User Content.

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ScaleUp Bio will not be liable for the collection, use, or disclosure of any personal information by, in, or through a User Area offered by a third party. In such circumstances, you must refer to any terms of service and privacy notice of the relevant third party offering the User Area.

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11. NOTICE OF COPYRIGHT INFRINGEMENT

If you believe that your work has been copied and is accessible on this Service in a way that constitutes copyright infringement, please provide a written notification to ScaleUp Bio containing the following information:

1. identification of the copyrighted work claimed to have been infringed;
2. identification of the allegedly infringing material on the Service that is requested to be removed;
3. your name, address and daytime telephone number, and an e-mail address if available, so that ScaleUp Bio may contact you if necessary;
4. a statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;
5. a statement that the information in the notification is accurate, and under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and
6. an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

The above information should be provided to ScaleUp Bio at siteusage@scaleupbio.com.

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We will, in appropriate circumstances, terminate repeat infringers. If you believe that an account holder or subscriber is a repeat infringer, please follow the instructions above to contact ScaleUp Bio and provide information sufficient for us to verify whether the account holder or subscriber is a repeat infringer.

12. PRIVACY NOTICE

By using this Service, you understand and consent to the collection, use, processing, storage and

disclosure of your personal data in accordance with and for such purposes as set out in the ScaleUp Bio Privacy Notice.

13. DISCLAIMER OF WARRANTIES

THE SERVICE IS PROVIDED “AS IS.” SCALEUP BIO MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SERVICE, INCLUDING ANY PART THEREOF, OR ANY WEBSITE OR OTHER CONTENT OR SERVICE THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SERVICE. SCALEUP BIO DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES INCLUDING WITHOUT LIMITATION ANY AND ALL:

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- (iii) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE SERVICE, OR ANY PART THEREOF;
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- (vi) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY SCALEUP BIO OR ANY THIRD PARTY,

FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, THERE IS NO WARRANTY THAT THE SERVICE WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

14. EXCLUSION AND LIMITATION OF LIABILITY

IN NO EVENT WILL SCALEUP BIO OR ITS AFFILIATES, OR ANY THIRD PARTY INVOLVED IN

CREATING, PRODUCING OR DELIVERING THIS SERVICE, OR ON ANY WEBSITE LINKED TO THIS SERVICE, BE LIABLE IN ANY MANNER WHATSOEVER TO YOU (OR ANY OTHER PERSON) FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THE ACCESS, USE OR INABILITY TO USE THIS SERVICE OR ANY SITE LINKED TO THIS SERVICE (INCLUDING ANY PART THEREOF, OR ANY OTHER CONTENT), OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ALTERATION, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS OR DATA, BUSINESS INTERRUPTION, TRADING LOSSES OR DAMAGES RESULTING FROM INACCURACY OF THE INFORMATION OR INCONVENIENCE, DELAY OR LOSS OF THE SERVICE).

THESE LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SCALEUP BIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND TO THE MAXIMUM EXTENT PERMITTED BY LAW.

15. MAXIMUM LIABILITY

WITHOUT PREJUDICE TO CLAUSE 14, IN NO EVENT WILL OUR MAXIMUM LIABILITY TO YOU EXCEED THE AMOUNT YOU PAID TO US FOR THE SERVICE OR S\$100, WHICHEVER IS GREATER.

16. INDEMNIFICATION

Upon a request by ScaleUp Bio, you agree to defend, indemnify in full and hold harmless ScaleUp Bio and its subsidiaries, affiliates, officers, agents, co-branders or other partners and employees from all liabilities, claims and expenses, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit through this Service, your use of the Service, your violation of this Agreement or your violation of any rights of another to the maximum extent permitted by applicable laws.

17. CHOICE OF LAW AND FORUM

This Agreement shall be governed by and construed in accordance with the laws of Singapore,

excluding its conflict of law rules. You and ScaleUp Bio expressly agree to submit to the non-exclusive jurisdiction and venue of the courts in Singapore in all disputes arising out of or relating to this Agreement and/or the use of this Service. You agree that regardless of any statute or law to the contrary, where formal legal proceedings have not been commenced by you in the courts of Singapore in respect of any claim or cause of action that you may have arising out of or related to your use of this Service or this Agreement within one (1) year after the date on which such claim or cause of action arose, you shall be disentitled and time-barred from commencing any legal proceedings in respect of any such claim or cause of action.

18. SEVERABILITY AND INTEGRATION

Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and ScaleUp Bio and governs your use of this Service, superseding any prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and ScaleUp Bio. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

19. NO WAIVER

The failure of ScaleUp Bio to enforce any provisions of this Agreement or respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of this Agreement or to act with respect to similar breaches.

20. NO PROFESSIONAL ADVICE

Any information supplied by any employee or agent of ScaleUp Bio, whether by telephone, e-mail, letter, facsimile, Internet transmission or other form of communication, is intended solely as general guidance on the use of the Service, and does not constitute legal, tax, accounting, marketing or other professional advice. Individual situations and national laws vary and users are encouraged to obtain appropriate advice from qualified professionals in the applicable jurisdictions. Any statement of facts contained on any ScaleUp Bio Website or in market

comments, which may be posted on an ScaleUp Bio Website, are derived from sources believed to be reliable, but are not guaranteed as to accuracy, nor do they purport to be complete. No responsibility is assumed with respect to any such statement, nor with respect to any expression of opinion herein contained.

21. MISCELLANEOUS

You agree that no joint venture, partnership, employment, or agency relationship exists between you and ScaleUp Bio as a result of this Agreement or your use of this Service. Nothing contained in this Agreement is in derogation of ScaleUp Bio's right to comply with governmental, court and law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by ScaleUp Bio with respect to such use. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

If we decide to change any of these terms or conditions, we will post those changes, and the date we made those changes, here, so please check back often. If you have any questions or comments about this Agreement, you may contact your local ScaleUp Bio merchandiser or manager, or send an e-mail to siteusage@scaleupbio.com.

22. TERMINATION

ScaleUp Bio reserves the right, in its sole discretion, to terminate your access to all or part of this Service with immediate effect, with or without notice. If your status as a user of this Services is terminated, you will (i) stop using the Service and any information obtained from the Service, and (ii) destroy all copies of your account information, password and any information obtained from this Service.