REQUEST SYSTEM
SUPPLEMENTAL TERMS OF USE

Between

Humboldt County, California

And

Othram, Inc.

Othram, Inc., a Delaware corporation ("***our***," "***us***", or "***we***"), provides certain services through our Request System site, available at othram.com/request (the "***Request System***"). These Request System Supplemental Terms of Use (these "***Request System Supplemental Terms***") govern your agency's (the "***Agency***") use of, and access to, the Request System and supplement, but do not replace, our Global Terms of Use (the "***Global Terms***"). By (1) browsing, registering for, logging into, using, benefitting from, or otherwise interacting with, the Request System or (2) manifesting your assent in any other manner, you and your Agency's use of the Request System is subject to these Request System Supplemental Terms and the Global Terms. In the event of any conflict or ambiguity between these Request System Supplemental Terms and the Global Terms, these Request System Supplemental Terms shall control. All capitalized terms used but not defined in these Request System Supplemental Terms have the definitions given to such terms in the Global Terms.

1. **Overview.** The Request System is the process by which Authorized Users (defined below) ask us to evaluate casework and perform analysis on casework evidence submitted to us and the process through which we exchange information with Authorized Users. The Request System is the primary communication channel between us and those involved in a law enforcement investigation for a particular case.

2. **Purpose.** The Request System is intended to be used for providing human identification services to Agencies for law enforcement investigations. We do not assist with consumer-based investigations or non-law enforcement investigations initiated or requested by a consumer. The Request System is usable only for law enforcement investigations. You and your Agency expressly acknowledge that (i) the Agency is a law enforcement agency or is assisting a law enforcement agency and (ii) you and the Agency will use the Request System only for law enforcement investigations. The Agency expressly denies the Agency is a consumer and expressly denies the Request System will be used by the Agency in connection with a consumer-based service request or any non-law enforcement investigation initiated or requested by a consumer.

3. **Definitions.** The following definitions apply to these Request System Supplemental Terms

3.1 "***Agency-Owned Materials***" means all (i) Submissions, (ii) DNA Profile Deliverables, and (iii) Case Reports.

3.2 "***Authorized User***" means an individual who has a legitimate involvement with a law enforcement investigation and who is authorized to use the Request System via the Request System's authorization procedures.

3.3 "***Background Technology***" means our development methods, processes, tools, routines, subroutines, programs, data, requirements documents, design artifacts, information, know-how, and materials used to provide the Contracted Services.

3.4 "***Case***" means a discreet case or project for a particular law enforcement investigation assigned by the Agency and accepted by us through the Request System. For clarity, a Case will never include a consumer-based investigation or any non-law enforcement investigation initiated or requested by a consumer.

3.5 "***Case Report***" means a signed, written report approved by our lab director and delivered by us to the Agency for a Case that provides one or more investigative leads for such Case.

3.6 "***Confidential Information***" means all information and materials disclosed or made available by a Party to the other Party, whether disclosed or made available orally or visually observed or disclosed or made available in written, electronic, or other form or media, and whether marked, designated, or otherwise identified as "confidential."

3.7 "***Contracted Services Results***" means all information, materials, products, and results, whether tangible or intangible, that are created, developed, authored, conceived, or delivered by us pursuant to the Request System, other than DNA Profile Deliverables and Case Reports.

3.8 "***Delivered Materials***" means (i) the DNA Profile Deliverables, (ii) the Case Reports, and (iii) all other materials and data provided by us to the Agency pursuant to these Request System Supplemental Terms.

3.9 "***DNA Profile Deliverable***" means the SNP profile delivered by us to the Agency and derived from a Submission.

3.10 "***Disclosing Party***" means a Party that discloses or makes available such Party's Confidential Information.

3.11 "***Law***" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, requirement, or rule of law of any governmental authority.

3.12 "***Offered Services***" means (i) investigative leads records research services, (ii) familial reference testing services, and (iii) forensic evidence laboratory testing services. We may expand or contract the Offered Services in our discretion.

3.13 "***Othram-Owned Materials***" means all (i) Background Technology and (ii) Contracted Services Results.

3.14 "***Party***" means the Agency or us.

3.15 "***Person***" means any individual, corporation (including any non-profit corporation), partnership (including any general partnership or limited partnership), limited liability company, joint venture, association, organization, trust, unincorporated organization, other entity, or governmental authority.

3.16 "***Recipient***" means a Party that receives or obtains the other Party's Confidential Information.

3.17 "***Representatives***" means, with respect to a Party, such Party's affiliates and the employees, officers, directors, managers, owners, agents, attorneys, accountants, and advisors of such Party and such Party's affiliates.

3.18 "***SNP***" means single nucleotide polymorphisms.

3.19 "***Submission***" means any item (of any kind) the Agency submits to us through the Request System, including submitted evidence and submitted extracts.

3.20 "***Third Party***" means any Person that is not a Party.

4. **Services.**

4.1 Scope. The Agency may request one or more Offered Services from us by submitting a services request through the Request System (each, a "***Request***"). The Offered Services accepted by us through the Request System are the "***Contracted Services***." All Contracted Services are subject to the Global Terms and these Request System Supplemental Terms. The Agency certifies the information provided to us in connection with each Request and the Contracted Services is accurate to the best of the Agency's knowledge. The Request System Supplemental Privacy Notice attached as Exhibit A supplements, but does not replace, our Global Privacy Notice and describes the privacy practices governing the Agency's use of, and access to, the Request System.

4.2 Term. These Request System Supplemental Terms shall commence at 12:00:01 a.m. on April 2, 2025 (the "***Effective Date***"), and expire at 11:59:59 p.m. on September 30, 2025.

5. **Compensation.** As compensation to us for providing the Contracted Services for a Request, the Agency shall pay us for such Contracted Services in accordance with our fee quote for such Request. All past due amounts shall bear interest until paid in full at the rate of the lesser of (i) 1.5% per month or (ii) the maximum allowed by law. If any amount is past due, we may suspend providing the Contracted Services or revoke access to the Request System, unless and until such past due amount, all accrued interest, and all collection fees are paid to us. In addition to any other amounts due pursuant to these Request System Supplemental Terms, the Agency shall pay all taxes (if any) assessed upon, or with respect to, any sums paid or owing or materials or services provided by us or otherwise arising in connection with these Request System Supplemental Terms.

6. **Confidentiality.**

6.1 Obligations. The Recipient shall (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Recipient would protect the Recipient's own Confidential Information, but in no event with less than a commercially reasonable degree of care, (ii) not use the Disclosing Party's Confidential Information, or permit the Disclosing Party's Confidential Information to be accessed or used, for any purpose other than in connection with these Request System Supplemental Terms or otherwise in any manner to the Disclosing Party's detriment, and (iii) not disclose any of the Disclosing Party's Confidential Information to any Person, except to the Recipient's Representatives who (1) need to know such Confidential Information to assist the Recipient, or act on the Recipient's behalf, in relation to these Request System Supplemental Terms or to exercise the Recipient's rights under these Request System Supplemental Terms, (2) are informed by the Recipient of the confidential nature of such Confidential Information, (3) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of these Request System Supplemental Terms, and (4) be responsible for any breach of these Request System Supplemental Terms caused by any of the Recipient's Representatives.

6.2 Additional Obligations. Except as required by any applicable Law, or as otherwise as mutually agreed to in writing by the Parties, neither Party shall, nor permit any of such Party's Representatives to, disclose to any Person (i) that the other Party's Confidential Information has been made

available to such Party or such Party's Representatives or that such Party has inspected any portion of the other Party's Confidential Information, (ii) that discussions or negotiations may be, or are, underway between the Parties regarding the Parties' Confidential Information or these Request System Supplemental Terms, or (iii) any terms, conditions, or other arrangements that are being discussed or negotiated in relation to these Request System Supplemental Terms or the Parties' Confidential Information.

6.3 Required Disclosure. Any disclosure by the Recipient or the Recipient's Representatives of any of the Disclosing Party's Confidential Information pursuant to a Law or a valid order issued by a court or governmental agency of competent jurisdiction (a "***Legal Order***") shall be subject to the terms of this Section 6.3. Prior to making any such disclosure, the Recipient shall make commercially reasonable efforts to provide the Disclosing Party with (i) prompt written notice of such requirement so that the Disclosing Party may seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy, and (ii) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required in this Section 6.3, the Recipient remains subject to a Legal Order to disclose any Confidential Information of the Disclosing Party, then the Recipient (or the Recipient's Representatives or other persons to whom such Legal Order is directed) shall disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, such Legal Order specifically requires the Recipient to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

6.4 Return or Destruction. At any time during or after the Term (as defined below), at the Disclosing Party's written request, the Recipient and the Recipient's Representatives shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition, the Recipient shall also destroy all copies of any notes created by the Recipient or the Recipient's Representatives relating to the Disclosing Party's Confidential Information and certify in writing to the Disclosing Party that such copies have been destroyed.

6.5 Remedies. Each Party acknowledges and agrees money damages might not be a sufficient remedy for any breach or threatened breach of this Section 6 by such Party or such Party's Representatives. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights under this Section 6.5), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach of this Section 6, and the Parties waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

7. **Ownership.**

7.1 Agency-Owned Materials. The Agency owns all right, title, and interest (including all intellectual property rights) in and to all Agency-Owned Materials. The Agency-Owned Materials are the Agency's exclusive property and are protected under applicable copyright, trademark, tradename, service mark, proprietary rights, and other intellectual property rights laws. All rights in and to the Agency-Owned Materials not expressly licensed to us in these Request System Supplemental Terms remain in the Agency.

7.2 Othram-Owned Materials. We own all right, title, and interest (including all intellectual property rights) in and to all Othram-Owned Materials. The Othram-Owned Materials are our

exclusive property and are protected under applicable copyright, trademark, tradename, service mark, proprietary rights, and other intellectual property rights laws. All rights in and to the Othram-Owned Materials not expressly licensed to the Agency in these Request System Supplemental Terms remain in us.

8. **Case Reports.**

8.1 Disclosures.

(a) The Agency represents and warrants the Agency will not (i) modify the content of any Case Report, (ii) remove or alter any of our notices on any Case Report, or (iii) disclose any Case Report to any Third Party unless the Case Report is disclosed in its entirety without modification or alteration in any way.

(b) The Agency acknowledges and agrees the content of each Case Report is a simplified report containing a subset of information required under ISO/IEC 17025:2017 (the "***Subset***"). The Agency further acknowledges and agrees a full report containing such Subset together with the following information is available upon request:

(i) The date of receipt of the test item where such date is critical to the validity and application of the results;

(ii) Identification of the method used;

(iii) The date(s) of performance of the laboratory activity;

(iv) The date of issue of the Case Report;

(v) A statement indicating the results relate only to the items tested, calibrated, or sampled; and

(vi) Additions to, or deviations or exclusions from, the method used.

8.2 Disclaimers. The Agency acknowledges and agrees the content of the Case Reports may be derived from public records or other records provided by third parties and such records may be inaccurate, out-of-date, or incorrect. As a result, the Agency acknowledges and agrees we are not responsible for, and do not independently confirm, the efficacy of such records or the data derived from such records.

8.3 Responsibilities. The Agency acknowledges and agrees (i) the Agency is solely responsible for using the Case Reports, (ii) the Agency is solely responsible for knowing and complying with, and is familiar with, all Laws applicable to the Case Reports, including all Laws in the Agency's jurisdiction relating to the collection, possession, and submission of DNA for law enforcement investigative purposes, and (iii) we shall have no responsibility or liability with respect to the Agency's use of, or reliance on, any Case Report.

8.4 Representations and Warranties. The Agency represents and warrants (i) the Agency has a legitimate need to receive each Case Report, (ii) the Agency will use each Case Report in accordance with these Request System Supplemental Terms, (iii) the Agency will use each Case Report in a responsible and ethical manner, (iv) the Agency will use each Case Report in compliance with all applicable Laws, and (v) the Agency's use of a Case Report will not violate any Laws.

9. **Submissions.**

9.1 Responsibility. The Agency is solely responsible for all Submissions. The Agency bears risk of loss of all shipments of Submissions, whether to or from us. The Agency understands the Agency must evaluate and bear all risks associated with the collection, possession, and submission of all Submissions, including reliance on the accuracy, completeness, and usefulness of the Submissions. The Agency represents and warrants (i) the Agency has sufficient right, title, and interest in and to all Submissions for purposes of each Case Report and the Contracted Services, (ii) the Agency has all necessary consents, releases, and permissions to submit the Submissions to us and for us to provide the Contracted Services, (iii) the Agency's collection, possession, and submission of all Submissions comply with all applicable Laws, all Submissions were obtained in accordance with all applicable Laws, and the Agency has adhered to all Laws applicable to the Submissions, (iv) the Agency's collection, possession, and submission of all Submissions is in connection with, or in furtherance of, a law enforcement investigation and a legitimate legal situation, (v) the Agency will not submit a Submission in connection with, or in furtherance of, a consumer-based investigation or any non-law enforcement investigation initiated or requested by a consumer, (vi) our receipt, possession, and use of the Submissions in connection with the Contracted Services will not violate any Law or misappropriate or infringe upon the rights of any third party, and (vii) the Agency has sufficient ownership and jurisdiction of all Cases.

9.2 Refusals. The Agency understands we may refuse delivery or acceptance of, or refuse to process, any Submission for any reason or no reason whatsoever, including any Submission (i) received in a damaged condition or (ii) posing a health risk to us or our personnel.

9.3 License. The Agency grants us a royalty-free license to use, modify, manipulate, test, and analyze the Submissions as necessary to provide the Contracted Services.

10. **Authorized Users.**

10.1 Qualifications. The Request System is usable by Authorized Users only. We reserve the right to terminate or suspend any Authorized User's access to the Request System, in whole or in part, at any time (for any reason or for no reason and without notice), including in connection with any improper or suspected improper access to, or use of, the Request System.

10.2 Roles. Authorized Users are divided into six distinct roles within the Request System (each, a "***Role***"): (i) Case Leaders, (ii) Account Holders, (iii) Evidence Holders, (iv) Billing Contacts, (v) Analysts, and (vi) Team Members.

10.3 Rights. Each Role has a specific set of rights within the Request System. If there is a question as to whether an Authorized User qualifies for, or is characterized as, a particular Role, then we will collaborate with the Agency and make a final determination with respect to that assignment. A particular Authorized User may have multiple Roles. The respective set of rights for the Roles are as follows:

(a) Case Leaders. Each Request must be tied to a law enforcement investigation through a single criminal justice system participant (a "***Case Leader***"). The Case Leader is the lead, and there can only be one Case Leader of a Request at any point in time, although the identity of a Case Leader of a Request can change over time.

(i) Case Leaders fall into one of five categories: (1) law enforcement officers, (2) public crime lab directors, (3) medical examiners and coroners, (4) prosecutors and district attorneys, and (5) defense attorneys.

(ii) Case Leaders never fall into any of the following categories (which are for illustrative purposes only and are not meant to be exhaustive). Those within the following categories, however, may qualify as Authorized Users for other purposes; they simply are not considered Case Leaders: (1) funding agencies, (2) individual funding donors, (3) private companies offering lab or genealogy services, (4) non-profits and advocacy groups, (5) universities and research organizations, and (6) private citizens.

(iii) **Only Case Leaders can sign off on process workflow and deliverables for a Request, including any adjustment to the existing process workflow or deliverables**. Accordingly, we are only able to take instruction or direction on a Request from the Case Leader of the Request. Case Leaders are permitted to appoint another Authorized User to approve quotes for our services.

(iv) If we receive instructions or directions from someone other than a Case Leader, then (1) we cannot act on such instruction or direction until we identify the appropriate Case Leader and confirm such instruction or direction with such Case Leader and (2) reserve the right to send or post a written or electronic request seeking clarification or additional information or direction or return any applicable items received.

(v) For example, as part of a Request, we may be asked to (1) provide a deliverable (such as a SNP profile or a lead), (2) upload to an external database, or (3) provide login credentials for data access. We are not able to act on any of these asks without specific instructions or directions by the Case Leader of the underlying Request.

(b) Account Holders. An Account Holder is an Authorized User who creates an account on the Request System and makes a particular Request. The Account Holder is responsible for identifying the Case Leader, and the Account Holder may be, but is not required to be, the Case Leader. For example, an Account Holder could be the lead detective on a law enforcement investigation and therefore serve as the Case Leader. Alternatively, an Account Holder could be an individual who works with, or in the same office as, the Case Leader (such as a clerical staff member or a non-lead investigator) and makes the Request on behalf of the Case Leader. An individual acting in the Role of Account Holder (and not as Case Leader) does not have the ability to provide instructions or directions for a Request.

(c) Evidence Holders. An Evidence Holder is an Authorized User who delivers or sends us evidence either (1) in person or (2) via a traceable courier (i.e., FedEx or UPS) with a tracking number and signature required. If we return evidence for a Request, we will coordinate that return with the Evidence Holder. An Evidence Holder has no additional rights within the Request System.

(d) Billing Contacts. A Billing Contact is the Authorized User to whom our invoices are sent or made available and who is responsible for securing payment to us on those invoices. A Billing Contact has no additional rights within the Request System.

(e) Analyst. An Analyst is an Authorized User who can view delivered reports and is notified when a report is delivered.

(f) Team Member. A Team Member is an Authorized User who does not fit into any of the other Roles but who has an interest of some kind in a Request and is entitled to receive updates about the Request. This may be the funding source of the Request, such as a donor. A Team Member must be approved by the Case Leader.

11. **Access.**

11.1 Process. Each Authorized User must register with us by entering the Authorized User's email address, selecting a valid password, and providing all other required registration information (collectively, the "***Registration Information***") and obtaining a user account. Each Authorized User must agree that, at the time of submission to us, the Registration Information for such Authorized User is true, accurate, current, and complete and must update such Registration Information as appropriate. The Agency will be responsible for any untrue, inaccurate, out-of-date, or incomplete Registration Information and for all use of the Request System. We reserve the right to terminate or suspend the Agency's or any Agency personnel's access to the Request System, in whole or in part, at any time (for any reason or for no reason and without notice). The Agency agrees to use the Request System only for the Request System's intended purposes, and the Agency further agrees we will not be liable to the Agency or to any Third Party for any modification, suspension, or discontinuance of the Request System (in whole or in part).

11.2 Eligibility. The Agency represents and warrants (i) the Agency's and the Authorized Users' use of the Request System is legally permitted in, and does not violate any laws or regulations of, the jurisdictions in which the Agency or any Authorized User resides or from which the Agency or any Authorized User uses or otherwise accesses the Request System, (ii) the Agency possesses the legal right and ability to enter into these Request System Supplemental Terms and to use the Request System in accordance with these Request System Supplemental Terms, (iii) the Agency's and the Authorized Users' use of the Request System will be in accordance with these Request System Supplemental Terms, and (iv) the Agency's and the Authorized User's use of the Request System will be in accordance with all applicable Laws. The Agency's and the Authorized Users' use of the Request System and the Contracted Services may be subject to the export and import laws of the United States and other countries. The Agency agrees to comply with all applicable export and import Laws, including the Export Administration Regulations and sanctions control programs of the United States.

11.3 Restrictions and Limitations. Neither the Agency nor any Authorized User may (i) select or use as Registration Information a name of another person with the intent to impersonate that person, (ii) use as the Registration Information a name subject to any rights of a person other than such registrant without appropriate authorization, or (iii) share a person's Registration Information or user account with anyone else or allow any person to access or use a person's Registration Information or user account other than the person to whom such Registration Information applies or such user account has been issued. We reserve the right, at our discretion, to (a) refuse registration of the Registration Information and (b) cancel or deactivate any account, including due to inactivity, and, at our election, delete all related information and files in, or relating to, any Agency account.

12. **Insurance.**

12.1 Certificate of Insurance. These Request System Supplemental Terms shall not be executed by the Agency, and we are not entitled to any rights under these Request System Supplemental Terms, unless certificates of insurance, or other proof that the following provisions have been complied with, are received by the Agency's Risk Manager or a designee thereof.

12.2 General Insurance Requirements. Without limiting our indemnification obligations set forth in these Request System Supplemental Terms, we, and our subcontractors under these Request System Supplemental Terms, shall take out and maintain, throughout the entire term of these Request System Supplemental Terms, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise

from, or in connection with, our activities or our agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

(a) Professional Liability Insurance (Error and Omission Coverage), with limits not less than One Million Dollars ($1,000,000.00) for each occurrence and Three Million Dollars ($3,000,000.00) in the aggregate. Such insurance shall be maintained for the statutory period during which we may be exposed to liability regarding the services provided pursuant to these Request System Supplemental Terms. We shall require that such coverage be incorporated into our professional services agreements with any other entities.

(b) Cyber Liability Insurance, with limits not less than One Million Dollars ($1,000,000) for each occurrence and One Million Dollars ($1,000,000) in the aggregate. This cyber liability insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by us in these Request System Supplemental Terms and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. This cyber liability insurance coverage shall provide coverage for breach response costs, regulatory fines, and penalties, as well as credit monitoring expenses.

13. **Disclaimers. THE DELIVERED MATERIALS ARE INTENDED SOLELY FOR ASSISTING THE AGENCY WITH INVESTIGATIVE LEADS IN APPLICABLE CASES AND ARE NOT INTENDED AS LAW ENFORCEMENT SERVICES OR ADVICE OF ANY KIND. WE DO NOT WARRANT OR GUARANTEE (i) THE DELIVERED MATERIALS WILL BE ERROR-FREE OR (ii) ANY SPECIFIC RESULTS FROM USE OF THE DELIVERED MATERIALS. THE DELIVERED MATERIALS MAY BE DERIVED FROM PUBLIC RECORDS AND THEREFORE MAY BE INACCURATE, OUT-OF-DATE, OR INCORRECT. THE AGENCY REMAINS SOLELY RESPONSIBLE FOR ALL OF THE AGENCY'S (INCLUDING THE AUTHORIZED USERS') ACTIONS AND OMISSIONS, INCLUDING THOSE ATTRIBUTABLE TO, OR IN ANY WAY RELATED TO, THE DELIVERED MATERIALS. WE DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES. WE TAKE NO RESPONSIBILITY FOR THE SUBMISSIONS, INCLUDING (1) THE LEGALITY OR ACCURACY OF ANY SUBMISSION, (2) THE RIGHT TO USE, MODIFY, MANIPULATE, TEST, OR ANALYZE ANY SUBMISSION, (3) THE RIGHT TO SUBMIT, UPLOAD, OR ENTER ANY SUBMISSION OR ANY DNA PROFILE DERIVED FROM ANY SUBMISSION IN OR TO ANY GENETIC GENEALOGY DATABASE SELECTED OR AUTHORIZED BY THE AGENCY (INCLUDING GEDMATCH, FAMILYTREEDNA, OR DNASOLVES), OR (4) WHETHER ANY SUBMISSION IS LIBELOUS, SLANDEROUS, DEFAMATORY, OR DISPARAGING OR OTHERWISE VIOLATES ANY PERSON'S RIGHTS, INCLUDING THE RIGHT TO PRIVACY OR MORAL RIGHTS.**

14. **Limitations. IN NO EVENT SHALL OUR AGGREGATE LIABILITY UNDER THESE REQUEST SYSTEM SUPPLEMENTAL TERMS EXCEED OUR INSURANCE COVERAGE AMOUNTS. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THESE LIMITS.**

15. **Nuclear-Free Humboldt County Ordinance Compliance.** By executing this Agreement, we certify that we are not a Nuclear Weapons Contractor, in that we are not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. We hereby agree to notify Agency immediately we become a Nuclear Weapons Contractor as

defined above. Agency may immediately terminate this Agreement if it determines that the foregoing certification is false or if we subsequently become a Nuclear Weapons Contractor.

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The following parties enter into these Request System Supplemental Terms effective as of the Effective Date.

Humboldt County, California

By: _____
Name: _____
Title: _____

Othram, Inc., a Delaware corporation

By: _____
David Mittelman, CEO

Exhibit A

Request System Supplemental Privacy Notice

(See attached)

REQUEST SYSTEM
SUPPLEMENTAL PRIVACY NOTICE

Between

Humboldt County, California

And

Othram, Inc.

Othram, Inc., a Delaware corporation ("***our***," "***us***", or "***we***"), provides certain services through our Request System site, available at othram.com/request (the "***Request System***"). This Request System Supplemental Privacy Notice (this "***Request System Supplemental Notice***") supplements, but does not replace, our Global Privacy Notice (the "***Global Notice***") and describes the privacy practices governing your agency's (the "***Agency***") use of, and access to, the Request System. In the event of any conflict or ambiguity between this Request System Supplemental Notice and the Global Notice, this Request System Supplemental Notice shall control. All capitalized terms used but not defined in this Request System Supplemental Terms have the definitions given to such terms in, as applicable, (1) the Global Notice or (2) the Request System Supplemental Terms of Use.

1. Definitions.

1.1 "***Case***" means a discreet case or project for a particular law enforcement investigation assigned by the Agency, and accepted by us, through the Request System. For clarity, a Case will never include a consumer-based investigation or any non-law enforcement investigation initiated or requested by a consumer.

1.2 "***De-Identified Information***" means aggregated, de-identified, or anonymized data (without regard to the type or source of such data) that cannot be used to identify a particular individual and which is derived from, or relates to, Personal Information.

1.3 "***DNA Profile Deliverable***" means the SNP profile delivered by us to the Agency and derived from a Submission.

1.4 "***FBI QAS***" means the then-current Quality Assurance Standards for Forensic DNA Testing Laboratories adopted by the U.S. Federal Bureau of Investigation.

1.5 "***Privacy Law***" means, with respect to a Case, any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, requirement, or rule of law of any governmental authority applicable to Protected Information in such Case.

1.6 "***Protected Information***" means, in connection with our providing a Request System Service, (i) information and materials received by us from the Agency, including Personal Information, and (ii) information and materials generated by us in connection with such service, including DNA Profile Deliverables and Work Product. Protected Information does not include information or materials that are publicly available through no fault of ours.

1.7 "***Public***" means, with respect to a Case, the first time at which there is a public release or a public disclosure of such Case, whether by the Agency or someone else acting in concert with, or at the direction of, the Agency.

1.8 "***Request System Service***" means a service provided by us to the Agency through the Request System.

1.9 "***Submission***" means any item (of any kind) the Agency submits to us through the Request System, including submitted evidence and submitted extracts.

1.10 "***Submission Service***" means a Request System Service directly involving a Submission.

1.11 "***Technical Details***" means technical details highlighting or educating as to our capabilities.

1.12 "***Work Product***" means the material that is generated as a function of analysis by us which is not subject to a chain of custody.

2. **Uses.** We shall use Protected Information in compliance with all applicable Privacy Laws and for the purpose of providing Request System Services to the Agency. In addition, if we and the Agency have separately agreed in writing to other privacy practices, then such other privacy practices shall apply to this Request System Supplemental Notice, and the order of precedence of this Request System Supplemental Notice and such other privacy practices shall be as described in such other written agreement. We are permitted to, and may, create De-Identified Information from Protected Information. We are permitted to, and may, to the extent not prohibited by law, use the De-Identified Information or share, sell, or transfer the De-Identified Information with or to third parties. Such uses may include (i) research and development, (ii) performance testing, and (iii) product development, including analyzing, building, and improving the Request System Services. For clarity, De-Identified Information shall not include DNA Profile Deliverables. The Agency shall have no right, title, or interest in or to the De-Identified Information and shall have no right to use or possess the De-Identified Information.

3. **Controls.** We shall maintain adequate privacy and security controls with respect to the Protected Information. We shall ensure that access, use, storage, processing, and protection of Protected Information is in accordance with applicable Privacy Laws.

4. **Obligations.**

4.1 Employees Only. We shall provide all Submission Services to the Agency using our employees only. We shall not provide any Submission Service to the Agency using any independent contractor without the Agency's permission or approval.

4.2 Submissions. A Submission received by us at our facility from the Agency shall not leave our facility without the Agency's permission or approval, including in the circumstances identified in Section 7. We meet the FBI QAS applicable to (i) Submissions and (ii) Work Product.

4.3 Announcements. We shall not announce our involvement in or with a Case until the Case becomes Public (if ever). At the time a Case becomes Public (if ever), unless other arrangements are made between us and the Agency, we reserve the right to announce (including publicly) from time-to-time our involvement with a case. As part of any such announcement, we may disclose Technical Details regarding the Case. Examples of Technical Details include (i) quantity of DNA used, tested, or made available, (ii) degradation of materials, and (iii) proportions of mixtures.

4.4 Confidentiality. All our employees are subject to confidentiality restrictions that provide at least the same level of protection for Protected Information as those in this Request System Supplemental Notice.

4.5 Access. We shall ensure access to Protected Information is limited to our employees who are performing a Request System Service for the Agency and only for so long as necessary to perform such Request System Service. We shall maintain a disciplinary process to address any unauthorized access, use, or disclosure of Protected Information by our personnel. In the event of unauthorized access, use, or disclosure by our personnel of Protected Information relative to the Agency, we shall promptly notify the Agency after discovery of such unauthorized access, use, or disclosure. We have or shall enter into a written agreement or obtain written obligations with each our personnel member containing data protection obligations that provide at least the same level of protection for Protected Information as those in this Request System Supplemental Notice.

4.6 Safeguards. We have or shall implement safeguards of Protected Information providing for the following: (i) electronically tracking access to our facility, (ii) limiting physical and remote access to our facilities and data, and (iii) implementing network security, including protection against anticipated threats or hazards. In the event of unauthorized access by a third party of Protected Information, we shall promptly notify the Agency after discovery of such unauthorized access or disclosure.

5. **Third-Party Communications.** It is expected that all third-party communications regarding a Case shall be coordinated and made by the Agency. If asked by the Agency, we shall participate in third-party communications regarding a Case for the Agency, but, unless otherwise agreed to by us and the Agency, it is expected that an Agency representative shall participate with us in each such third-party communication.

6. **DNA Profile Deliverables.**

6.1 Searches. We use DNA Profile Deliverables generated from a Submission to search against third-party genealogical databases. We will attempt to cause such third-party genealogical databases to limit and restrict access to, and maintain the confidentiality of, any such DNA Profile Deliverable so-used.

6.2 No Returns. Unless a Request System Service provides for the return of a DNA Profile Deliverable or other arrangements are made between us and the Agency, we do not return any DNA Profile Deliverable to the Agency.

6.3 No Sale. We shall not sell any DNA Profile Deliverable, and we shall not sell access to any DNA Profile Deliverable.

6.4 Collection. We may collect information from DNA Profile Deliverables to establish genetic identity in the context of a Case, and we shall use such genetic identity from a DNA Profile Deliverable solely in the context of such Case. We will endeavor to avoid collecting or disseminating any DNA Profile Deliverable from which medically relevant information may be derived.

7. **Submissions Retention.** We do not retain any Submission indefinitely. The Agency agrees to facilitate the return of each Submission at the conclusion of each Case.

8. **Changes.** We may change this Request System Supplemental Notice from time to time, so please be sure to check back periodically. We will post any changes to this Request System Supplemental Notice on othram.com/request. Unless otherwise indicated, any changes to this Request

System Supplemental Notice will apply immediately upon posting to our Sites. You are responsible for periodically visiting our Sites and this Request System Supplemental Notice to check for any changes.