

REQUEST SYSTEM TERMS OF USE

Between

Jackson County Medical Examiner's Officer

And

Othram, Inc.

At Othram, Inc. (“*our*,” “*us*”, or “*we*”), our request system—the process by which users ask us to evaluate casework, perform analysis on casework evidence submitted to us, and through which we exchange information with users (the “*Request System*”)—is the primary communication channel between us and those involved in a law enforcement investigation for a particular case. The Request System is located at request.othram.com.

These Request System Terms of Use (these “*Terms*”) describe the terms of use governing the Request System by you (the “*Agency*”).

1. **Purpose.** We are in the business of providing human identification services 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. The Agency expressly acknowledges the Agency is a law enforcement agency or is assisting a law enforcement agency and will only use the Request System 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.

2. **Modifications.** We may change these Terms from time-to-time, so please be sure to check back periodically. We will post any changes to these Terms on request.othram.com. Any such modification shall apply only to Requests received by us after the effective date of such modification.

3. **Definitions.**

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 for a Case approved by our lab director and delivered by us to the Agency that provides one or more investigative leads.

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 Deliverable and Case Reports.

3.8 “**Delivered Materials**” means (i) the DNA Profile Deliverable, (ii) the Case Reports, and (iii) any other materials or data provided by us to the Agency pursuant to this Agreement.

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 “**Legal Dispute**” means any legal action arising under, or in connection with, these Terms, the Privacy Policy, or any other instrument, document, or agreement executed or delivered in connection with these Terms or the Privacy Policy, or in any way connected with, or related or incidental to, the dealings of the parties with respect to these Terms or the Privacy Policy or such other instrument, document, or agreement executed or delivered in connection with these Terms or the Privacy Policy.

3.13 “**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.

3.14 “**Othram-Owned Materials**” means all (i) Background Technology and (ii) Contracted Services Results.

3.15 “**Party**” means the Agency or us.

3.16 “**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.

3.17 “**Privacy Policy**” means the Privacy Policy attached as Exhibit A.

3.18 “**Recipient**” means a Party that receives or obtains the other Party’s Confidential Information.

3.19 “**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.

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

3.21 “**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.**” We shall provide the Contracted Services to the Agency in accordance with these Terms and the Privacy Policy.

4.2 **Term.** These Terms shall commence at 12:00:01 a.m. on March 9, 2024 (the “**Effective Date**”), and expire at 11:59:59 p.m. on March 31, 2028.

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. The pricing for itemized Contracted Services is set forth on Schedule 1. 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, 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 Terms, the Agency shall pay all taxes (if any) that are 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 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 this Agreement 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 this Agreement or to exercise the Recipient’s rights under this Agreement, (2) are informed by the Recipient of the confidential nature of such Confidential Information; and (3) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement, and (4) be responsible for any breach of this Agreement caused by any of the Recipient’s Representatives.

6.2 **Additional Obligations.** Except as required by applicable federal, state, or local law or regulation, or 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 this

Agreement; or (iii) any terms, conditions, or other arrangements that are being discussed or negotiated in relation to this Agreement 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 federal, state, or local law, regulation, 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 that 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 this Agreement 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 this Agreement remain in us.

8. **Case Reports.**

8.1 **Disclosures.** 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.

8.2 **Disclaimers.** The Agency acknowledges and agrees the content of the Case Reports is 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 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 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, (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 **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 five distinct roles within the Request System (each, a “**Role**”): (i) Case Leaders, (ii) Account Holders, (iii) Evidence Holders, (iv) Billing Contacts, and (v) 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 (an “**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) 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 legal 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 Terms and to use the Request System in accordance with these Terms, (iii) the Agency's and the Authorized Users' use of the Request System will be in accordance with these 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 and the Agency Personnel agree 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 or (ii) use as the Registration Information a name subject to any rights of a person other than such registrant without appropriate authorization. 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. **Indemnity.** The Agency will indemnify, defend, and hold harmless us, our affiliates, and our and our affiliates' owners, parents, partners, shareholders, members, subsidiaries, managers, directors, officers, employees, contractors, agents, information providers, suppliers, agents, representatives, and attorneys from and against any and all claims, liabilities, damages, losses, costs, and expenses, including court costs and reasonable attorneys' fees, resulting from, relating or attributable to, or arising out of, the Agency's (including any member of the Agency's personnel) breach of, or failure to comply with, these Terms or the Privacy Policy.

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 DERIVE 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 THE LEGALITY OR ACCURACY OF, OR RIGHT TO USE, MODIFY, MANIPULATE, TEST, OR ANALYZE, ANY SUBMISSION OR 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.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT HAVE ANY LIABILITY TO THE AGENCY OR ANYONE ELSE ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT FOR INDIRECT, SPECIAL, CONSEQUENTIAL, RELIANCE, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN NO EVENT SHALL OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED ALL AMOUNTS PAID BY THE AGENCY, AND RECEIVED BY US, FOR THE IMMEDIATELY PRECEDING 6-MONTH PERIOD. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THESE LIMITS.

15. **Dispute Resolution.** Except as described in Section 15.3, any Legal Dispute shall be resolved in accordance with the procedures set forth in these Sections 15.1 and 15.2. Until completion of such procedures, no Party may take any action to force a resolution of a Legal Dispute by any judicial or similar process, except to the extent necessary to avoid expiration of a claim that is permitted by these Terms or the Privacy Policy.

15.1 **Mediation.** Any Party seeking resolution of a Legal Dispute shall first submit (the "***Mediation Submission***") the Legal Dispute to the American Arbitration Association (the "***AAA***") for resolution by non-binding mediation administered by the AAA under the AAA's Commercial Mediation Procedures then in effect (the "***Mediation***"). The Mediation Submission shall set out the reasonable details of the Legal Dispute. The Mediation will take place before a single mediator (the "***Mediator***") in Montgomery County, Texas, within 90 days following the Mediation Submission. If the parties are unable to mutually agree to the Mediator within 45 days following the Mediation Submission, then the AAA shall appoint the Mediator within 60 days following the Mediation Submission.

15.2 Arbitration. Each Party agrees that if any Legal Dispute is not resolved by Mediation undertaken pursuant to Section 15.1 within 120 days following the Mediation Submission for such Legal Dispute, then such Legal Dispute shall be subject to the following dispute resolution procedures:

(a) If a Party elects to proceed with a formal dispute resolution process, then such Party shall submit (the “**Arbitration Submission**”) the Legal Dispute to the AAA for resolution by arbitration administered by the AAA under the AAA’s Commercial Arbitration Rules then in effect (the “**Arbitration**”). The Arbitration Submission shall set out the reasonable details of the Legal Dispute. The following provisions shall apply to the Arbitration:

(i) The Arbitration shall take place before a single arbitrator (the “**Arbitrator**”) in Montgomery County, Texas. The Arbitrator shall have a minimum of ten years’ experience in the human identification and DNA testing industry. If the parties are unable to mutually agree to the Arbitrator within 45 days following the Arbitration Submission, then the AAA shall appoint the Arbitrator within 60 days following the Arbitration Submission. The date on which the Arbitrator is determined in accordance with this Section 15.2(a)(i) is the “**Appointment Date**.” In the event of the incapacity of the Arbitrator after the Appointment Date, which incapacity shall prevent the conclusion of the proceedings within the time limits set forth in this Section 15.2, such Arbitrator shall be replaced in the same manner as originally appointed.

(ii) Within 15 days following the Appointment Date, the Arbitrator shall convene a preliminary hearing (either in person or by phone, as determined by the Arbitrator) to set the schedule for the Arbitration. Unless the parties mutually stipulate to the contrary, the final Arbitration hearing (the “**Hearing**”) shall be held no later than one year after the Appointment Date. The date on which the Hearing commences is the “**Hearing Date**.” The Arbitrator shall render the Arbitrator’s final decision in writing no later than 30 days after the Hearing is concluded.

(iii) Unless the Arbitrator, upon a showing of good cause, rules otherwise, a claim of confidentiality of any answer or document shall be honored, and such information shall not be disclosed to Third Parties or used for any purpose outside the Arbitration without the consent of the Party claiming the privilege.

(iv) To meet an expedited Hearing Date of one year following the Appointment Date, the Arbitrator shall have the sole discretion to limit the discovery period for the Arbitration and to limit the amount of discovery conducted by the parties, including limiting the number of written interrogatories (including subparts), requests for production of documents or other tangible things, and hours of depositions that a Party may ask or take. Each Party may interview and discuss matters with witnesses. The receipt and consideration of all evidence shall be within the sole discretion of the Arbitrator.

(v) The Hearing shall last no more than five Business Days, and all post-Hearing briefs shall be delivered to the arbitrator within 10 days following the conclusion of the Hearing. No transcription of the Hearing shall be made.

(vi) The substantive law of the state of Texas shall apply to all issues presented to the Arbitrator, including the validity, scope, interpretation, and enforceability of this Section 15.2. Conflict of laws or choice of law principles that might call for the application of another law shall not be applied. In addition, the Texas Rules of Evidence and Procedure shall apply to this Section 15.2, subject to the terms and conditions of, and the limitations set forth in, this Section 15.2.

(vii) The Arbitrator is empowered to issue subpoenas for witnesses and documents. All decisions or orders of the Arbitrator may be enforced, if necessary, by any court. The

Arbitrator's award(s) (interim and final) shall be in writing and may be confirmed and judgment entered upon the award(s) in any court having jurisdiction over the parties or in any jurisdiction where any of the parties have real or personal property, each Party consenting to jurisdiction in such venues.

(viii) In no event shall the Arbitrator award money damages or equitable relief or specific performance that is not expressly authorized by, or that is in conflict with, these Terms or the Privacy Policy. The Arbitration award shall be final and not subject to appeal, except in the event of fraud or misconduct of the Arbitrator.

(ix) The prevailing Party in an Arbitration shall be entitled to recover, in addition to such Party's damages (subject to limitations stated elsewhere in this Agreement), such Party's reasonable attorneys' fees, expert witness fees, costs of Arbitration, and other ordinary and necessary costs of Arbitration, as determined by the Arbitrator. Such costs shall include the costs of any legal proceedings brought to enforce an Arbitration award, judgment, or decree.

15.3 Equitable Relief. Notwithstanding any provision in this Section 15 to the contrary, either Party may proceed to applicable state or federal courts for the purpose of obtaining equitable relief permitted by these Terms or the Privacy Policy, without the requirement of posting bond or any other security, including temporary restraining orders, temporary injunctions, or specific performance.

15.4 Confidentiality; Non-Disparagement. The subject and details of any Legal Dispute, as well as the terms of any settlement or resolution of such Legal Dispute, are confidential and shall be disclosed only as reasonably necessary by the parties to the parties' respective attorneys and advisors. The parties agree to not make, or allow any of such parties' affiliates to make, any disparaging or derogatory statements, whether orally, electronically, or in writing, concerning the other Party, whether in connection with any Legal Dispute arising under, or in connection with, these Terms, the Privacy Policy, or otherwise.

16. General.

16.1 Miscellaneous. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and the Parties' respective successors and permitted assigns. This Agreement does not create, and shall not be construed as creating, any right enforceable by any Third Party. The Agency may not assign these Terms without our prior, express, and written consent. These Terms and the Privacy Policy (i) embody the entire agreement and understanding between the parties relating to the subject matter of these Terms and the Privacy Policy and (ii) supersede all prior agreements and understandings relating to the subject matter of these Terms and the Privacy Policy. The failure of a Party at any time or times to require performance of any provision of these Terms shall in no manner affect such Party's right at a later time to enforce such provision. No waiver by a Party of any provision or breach of these Terms or the Privacy Policy shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver in other any instance. We shall be entitled to enforce our rights under these Terms and the Privacy Policy to recover damages caused by reason of any breach of any provision of these Terms or the Privacy Policy and to exercise all other rights granted by law or otherwise available to us.

16.2 Severability. If any provision of these Terms or the Privacy Policy is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and these Terms and the Privacy Policy shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of these Terms or the Privacy Policy; and the remaining provisions of these Terms and the Privacy Policy shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from these Terms or the

Privacy Policy. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of these Terms or the Privacy Policy (as applicable) a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

16.3 Choice of Law. These Terms and the Privacy Policy shall be governed by, and construed and enforced in accordance with, the laws of the state of Texas (without regard to Texas' conflicts of laws rules). Subject to Section 15, venue of any action relating to, or arising out of, these Terms or the Privacy Policy shall lie exclusively in the courts located in Montgomery County, Texas.

16.4 Relationship of Parties. We are an independent contractor. Nothing in these Terms or the Privacy Policy shall create or be deemed to create the relationship of employer/employee, partners, joint ventures, or principal-agent between the parties. Neither Party shall have any authority to assume or create any obligation or responsibility whatsoever, express or implied, on behalf or in the name of the other Party or to bind the other Party in any manner whatsoever, nor shall either Party make any representation, warranty, covenant, agreement, or commitment on behalf of the other Party.

16.5 Interpretation. In the interpretation of this Agreement, except where the context otherwise requires, (i) "including," "include," and "such as" do not denote or imply any limitation, (ii) "shall" or "will" indicate a requirement, (iii) "should" indicates a recommendation, (iv) "may" indicates permission, (v) "can" indicates a possibility or capability, (vi) "or" has the inclusive meaning "and/or," (vii) "and/or" means "or" and is used for emphasis only, (viii) "U.S." or "United States" means the United States of America, (ix) "\$" refers to U.S. dollars, (x) the singular includes the plural, and vice versa, and each gender includes each other gender, (xi) captions or headings are only for reference and are not to be considered in interpreting this Agreement, (xii) references to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, (xiii) "Section" refers to a section of this Agreement and all subsections of such section, unless another agreement is specified, (xiv) all references to times are times in The Woodlands, Texas, (xv) references to a Party's discretion shall mean such Party's sole and absolute discretion, (xvi) "relating to," "related to," and "relates to" (or any grammatical variation thereof) mean consisting of, referring to, attributable to, reflecting, supporting, evidencing, prepared in connection with, used in preparation for, or being in any way legally, logically, or factually connected with the matter discussed, and (xvii) "day" refers to a calendar day unless expressly identified as a Business Day.

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The following parties enter into these Terms Use effective as of the Effective Date.

Jackson County Medical Examiner's Officer

By: _____
Name: _____
Title: _____

Othram, Inc., a Delaware corporation

By: _____
David Mittelman, CEO

Schedule 1

Itemized Pricing

(See attached)

MDFI Partner Program (optional)

Item	Notes/ Description	U/M	Price
MDFI Partner Program	<p>The MDFI Partner Program offers advanced training and early access to Othram's MDFI products and tools. The program is designed for regular forensic genetic genealogy users leveraging Othram's technology to resolve crimes. Annual Agency subscription to the MDFI Program includes:</p> <ul style="list-style-type: none"> • Complementary Access to up to 8 Regional or Immersive Training Events (2 per quarter/ 1 at Othram and 1 Regional) • Two (2) Complimentary Registrations to Othram's Annual Forensic Conference - ForTech • Unlimited attendance for agency employees • Complementary KinSNP® kit per attending employee (value \$499/ kit) • Early access to Othram's MDFI Products • Free Shipping of Evidence to Othram on all Case related materials 	per agency per year	\$10,000

Turn-key, Bundled Forensic Casework Services

Item	Notes/ Description	U/M	Year 1 3/9/24 to 3/31/25	Year 2 4/1/25 to 3/31/26	Year 2 4/1/26 to 3/31/27	Year 2 4/1/27 to 3/31/28
FGGS® Profile PLUS	<p>Ultra-sensitive SNP profiles, with integrated database search, developed utilizing Forensic-Grade Genome Sequencing®:</p> <ul style="list-style-type: none"> • Full forensic case review • FGGS® DNA Extraction • FGGS® Suitability Analysis • FGGS® SNP Profile • FGGS® Genomic Refinement • Integrated database uploads • Free evidence return shipping • 24/7 access to Othram's secure portal 	per case	\$7,999	\$8,499	\$8,999	\$9,499
FGGS® Evidence-to-Answers	<p>Comprehensive service from forensic evidence to investigative leads. Includes everything in Profile PLUS, as well as:</p> <ul style="list-style-type: none"> • Expedited 6-week TAT for SNP profiles • Flat-rate forensic genetic genealogy • FGGS® Biological Sex Analysis • FGGS® Database Upload Analysis • FGGS® Biological Ancestry Analysis • FGGS® Haplogroup Analysis • FGGS® Surname Analysis • FGGS® Investigative Outreach 	per case	\$11,999	\$12,999	\$13,999	\$14,999
FGGS® Premium RUSH	<p>Rapid & real-time forensic intelligence for your case. Includes everything in Evidence-to-Answers, as well as:</p> <ul style="list-style-type: none"> • Rush 7-day TAT for SNP profiles • Rush KinSNP® Buccal Testing • Dedicated 24/7 investigative support for the duration of the case. 	Per case	\$19,999	\$20,999	\$21,999	\$22,999

Itemized Forensic Casework Services

Item	Notes/ Description	U/M	Year 1 3/9/24 to 3/31/25	Year 2 4/1/25 to 3/31/26	Year 2 4/1/26 to 3/31/27	Year 2 4/1/27 to 3/31/28
KinSNP® Buccal	Rapid familial relationship testing from a voluntary buccal swab that measures candidate relationships between closely and/or distantly related individuals using SNPs.	per sample	\$499	\$549	\$599	\$649
KinSNP® Forensic	Rapid familial relationship testing from a non-buccal reference sample.	per sample	\$1,199	\$1,249	\$1,299	\$1,349
Mixture Mitigation (surcharge)	Applies to mixtures depending on the complexity of the mixture. Testing includes processing of a known standard.	per sample	\$3,999	\$4,499	\$4,999	\$5,499
Rootless Hairs (surcharge)	Applies to the submission of rootless hairs for Forensic Grade Genome Sequencing	per sample	\$3,999	\$4,499	\$4,999	\$5,499
FGG Research	Forensic genetic genealogy research that leverages Othram's proprietary tools and data sets, along with public resources, to assist human identification from a DNA profile. Flat-rate covers six (6) months of investigative research.	per case	\$3,799	\$4,299	\$4,799	\$5,299

Individual Pricing – Testimony

Item	Notes/ Description	U/M	Price
Discovery Packet Preparation	Preparation of packet required for discovery requests.	per hour	\$325
Testimony (in person)	In person testimony for casework performed. Fee is per day including travel to and from court. Price does not include travel costs.	per day	\$2,000
Deposition/ Consultation/ Remote Testimony	Hourly rate associated with preparation for court. May include video testimony.	per hour	\$325

Exhibit A

Request System Privacy Policy

(See attached)

REQUEST SYSTEM PRIVACY POLICY

Between

Jackson County Medical Examiner's Officer

And

Othram, Inc.

At Othram, Inc. (“*our*,” “*us*”, or “*we*”), our request system—the process by which users ask us to evaluate casework, perform analysis on casework evidence submitted to us, and through which we exchange information with users (the “*Request System*”)—is the primary communication channel between us and those involved in a law enforcement investigation for a particular case. The Request System is located at request.othram.com.

This Request System Privacy Policy (this “*Policy*”) describes the privacy practices governing the use the Request System by you (the “*Agency*”).

1. **Purpose.** We are in the business of providing human identification services 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. The Agency expressly acknowledges the Agency is a law enforcement agency or is assisting a law enforcement agency and will only use the Request System 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.

2. **Modifications.** We may change this Policy from time-to-time, so please be sure to check back periodically. We will post any changes to this Policy on request.othram.com. Any such modification shall apply only to Requests received by us after the effective date of such modification.

3. **Definitions.**

3.1 “*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.

3.2 “*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.

3.3 “*DNA Profile Deliverable*” means the SNP profile delivered by us to the Agency and derived from a Submission.

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

3.5 “**Personal Information**” means information that identifies, or could potentially identify, an individual, including an individual’s (i) name, address, and social security number, (ii) health information, and (iii) genetic information.

3.6 “**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.

3.7 “**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.

3.8 “**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.

3.9 “**Request System Service**” means a service provided by us to the Agency through the Request System.

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

3.11 “**Submission Service**” means a Request System Service directly involving a Submission.

3.12 “**Technical Details**” means technical details highlighting or educating as to our capabilities.

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

4. **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 Policy, and the order of precedence of this Policy and such other privacy practices shall be as described in such other written agreement.

5. **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.

6. **Obligations.**

6.1 **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.

6.2 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 99. We meet the FBI QAS applicable to (i) Submissions and (ii) Work Product.

6.3 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.

6.4 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 Policy.

6.5 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 Policy.

6.6 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.

7. 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.

8. DNA Profile Deliverables.

8.1 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.

8.2 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.

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

8.4 **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.

9. **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.

10. **Additional Uses and Disclosures by Us.**

10.1 **Uses.** We may use Protected Information as follows:

(a) *Providing or Improving Services.* We use Protected Information to provide, maintain, and improve the Request System Services;

(b) *Protecting Rights and Interests.* We use Protected Information to protect the safety, rights, property, or security of us, the Request System Services, any third party, or the general public; to detect, prevent, or otherwise address fraud, security, or technical issues; to prevent or stop activity we consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity; to use as evidence in litigation; and to enforce the Agreement, this Policy, or the Terms of Use;

(c) *Legal Compliance.* We use Protected Information to comply with applicable legal or regulatory obligations, including as part of a judicial proceeding; to respond to a subpoena, warrant, court order, or other legal process; or as part of an investigation or request, whether formal or informal, from law enforcement or a governmental authority.

(d) *General Business Operations.* We use Protected Information where necessary for the administration of our general business, accounting, recordkeeping, and legal functions and as part of our routine business administration, such as employee training, compliance auditing, and similar internal activities.

10.2 **Disclosures.** We may share Protected Information as follows:

(a) *Service Providers.* We may disclose Protected Information to persons who perform functions on our behalf;

(b) *Business Transfers.* We may disclose Protected Information to another entity in connection with an acquisition or merger, sale, or transfer of a business unit or assets, bankruptcy proceeding, or as part of any other similar business transfer, including during negotiations related to such transactions;

(c) *Protecting Rights and Interests.* We may disclose Protection Information to protect the safety, rights, property, or security of us, any third party, or the general public; to detect, prevent, or otherwise address fraud, security, or technical issues; to prevent or stop activity that we, in our sole discretion, may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity; to use as evidence in litigation; and to enforce the Agreement, this Policy, or the Terms of Use;

(d) *Legal Compliance.* We may disclose Protected Information to comply with applicable legal or regulatory obligations, including as part of a judicial proceeding; in response to a subpoena, warrant, court order, or other legal process; or as part of an investigation or request, whether formal or informal, from law enforcement or a government official; and

(e) *De-Identified Information.* 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.

10.3 Control. This Section 10 controls in the event of any conflict or ambiguity between this Section 10 and any other provision of this Privacy Policy.