



Customer Terms and Data Processing Terms

Effective Date: December 1, 2026

These terms govern a business customer's access to and use of the Omegagen service. They include the data processing and security terms that apply when Omegagen processes Customer Data for Customer.

1. Agreement and Service

1.1 Agreement. These Customer Terms and Data Processing Terms (the "Terms") govern a business customer's access to and use of the Omegagen LLC software service identified in an order form, online checkout, or account registration (the "Service"). "Omegagen," "we," "us," and "our" mean Omegagen LLC. "Customer," "you," and "your" mean the organization accepting these Terms.

1.2 Service environments. The Service may be made available through one or more applications, interfaces, or service environments made available by Omegagen. These Terms apply to Customer's authorized use of the Service regardless of the particular environment used.

1.3 Access. Subject to these Terms and payment of applicable fees, Omegagen grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right for its authorized personnel to access and use the Service during the applicable subscription term for Customer's internal business purposes.

1.4 Customer administration. Customer is responsible for its authorized users, account credentials, and the accuracy and lawfulness of Customer Data. Customer will promptly notify Omegagen of suspected unauthorized access.

1.5 Changes. We may update the Service from time to time. We will not materially reduce core functionality during a paid subscription term except where reasonably necessary for security, legal compliance, or to prevent misuse.

2. Customer Data and Child and Family Information

2.1 Customer Data. Customer retains all rights in data, content, and personal information submitted to the Service by or for Customer ("Customer Data"). Customer grants Omegagen the limited right to host, process, transmit, and use Customer Data solely to provide, secure, support, and improve the Service as permitted by these Terms.

2.2 Customer responsibilities. Customer represents that it has all rights, notices, consents, and other lawful bases necessary to provide Customer Data to the Service and to direct Omegagen's processing. Customer is responsible for its relationship with parents, guardians, staff, and other individuals whose information Customer provides.

2.3 No direct child use by default. Unless an order form expressly states otherwise, the Service is intended for use by Customer's authorized adult personnel, not for direct use by children. Customer will not create accounts for children or instruct children to submit personal information directly to Omegagen.

without a separately reviewed child-privacy implementation and any required notices and verifiable parental consents.

3. Acceptable Use

3.1 Restrictions. Customer will not, and will not permit any person to: reverse engineer or attempt to discover source code; interfere with the Service; bypass security controls; use the Service unlawfully; upload malware; use the Service to build a competing product; or permit access by anyone other than authorized users.

3.2 Sensitive information. Customer will not submit payment-card data, government identifiers, health information, or other highly sensitive data unless the Service expressly supports that data type and the parties have executed any required additional agreement.

4. Fees Taxes and Suspension

4.1 Fees. Customer will pay fees stated in the applicable order form or checkout page. Fees are non-refundable except as required by law or expressly stated otherwise. Customer is responsible for applicable sales, use, value-added, and similar taxes, excluding taxes based on Omegagen's net income.

4.2 Suspension. We may suspend access on reasonable notice for overdue undisputed fees, a material security risk, unlawful use, or a material breach. We will use commercially reasonable efforts to limit any suspension to the affected accounts or conduct.

5. Intellectual Property and Feedback

5.1 Omegagen IP. Omegagen and its licensors retain all rights in the Service, documentation, and related technology. No rights are granted except those expressly stated in these Terms.

5.2 Feedback. If Customer provides suggestions or feedback, Omegagen may use them without restriction or compensation, provided it does not identify Customer as the source without permission.

6. Confidentiality

6.1 Confidential Information. Each party may receive nonpublic information of the other party. The receiving party will use it only to perform under these Terms, protect it with reasonable care, and disclose it only to personnel and contractors who need to know it and are bound by confidentiality duties. This does not apply to information independently developed, rightfully received without restriction, publicly available through no breach, or required to be disclosed by law.

7. Warranties and Disclaimers

7.1 Authority. Each party represents that it has authority to enter into these Terms.

7.2 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THESE TERMS, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." OMEGAGEN DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND UNINTERRUPTED OR ERROR-FREE OPERATION. CUSTOMER IS RESPONSIBLE FOR VERIFYING OUTPUTS BEFORE RELYING ON THEM.

8. Limitation of Liability

8.1 Excluded damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY.

8.2 Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO OMEGAGEN FOR THE SERVICE IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY. This cap does not limit Customer's payment obligations or either party's liability that cannot lawfully be limited.

9. Term Termination and Data Return

9.1 Term. These Terms begin when Customer first accepts them and continue while Customer uses the Service. A subscription ends as stated in its order form unless earlier terminated.

9.2 Termination. Either party may terminate for a material breach if the breach is not cured within 30 days after written notice. We may terminate immediately for unlawful use or a material security threat.

9.3 Data return and deletion. Following termination, Customer may export Customer Data during the applicable retention period described in Section 11. After that period, Omegagen may delete Customer Data unless legally required to retain it.

10. General

10.1 Order of precedence. If an order form conflicts with these Terms, the order form controls only as to the commercial terms expressly addressed in that order form. Section 11 controls to the extent it conflicts with another provision of these Terms on processing of Customer Data.

10.2 Governing law. Texas law governs these Terms, excluding conflict-of-laws rules. Courts located in Fort Bend County, Texas have exclusive jurisdiction, except either party may seek injunctive relief for misuse of intellectual property or confidential information.

10.3 Changes to Terms. For self-service subscriptions, we may update these Terms prospectively by posting an updated version and giving reasonable notice for material changes. Continued use after the effective date constitutes acceptance. For an order form, changes require a written amendment signed by both parties.

10.4 Entire agreement and assignment. These Terms and any applicable order form are the entire agreement concerning the Service and supersede prior discussions about it. Customer may not assign these Terms without Omegagen's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all of its assets. Omegagen may assign these Terms to an affiliate or successor in connection with a corporate transaction.

10.5 Contact. Questions about these Terms or Omegagen's processing of Customer Data may be sent to support@omegagen.net.

11. Data Processing and Security Terms

This Section 11 applies to Omegagen's processing of personal data contained in Customer Data. For this Section 11, Customer is the controller or business and Omegagen is the processor or service provider,

except where Omegagen independently determines the purposes and means of processing for its own account-level, billing, security, or legal-compliance data.

11.1 Processing instructions. Omegagen will process Customer Data only on Customer's documented instructions, including these Terms and Customer's use of the Service, unless required by law. If Omegagen believes an instruction violates applicable data-protection law, it may notify Customer and suspend the affected processing. Customer is responsible for lawful collection, notices, consents, rights requests, accuracy, and instructions relating to Customer Data and must not provide data beyond the Service's documented purposes or supported configurations.

11.2 Details of processing. Processing concerns the provision, support, security, and improvement of the Service during the subscription term and the limited retention period described below. Processing may include hosting, storage, organization, retrieval, transmission, support, troubleshooting, security monitoring, backup, and deletion. Data subjects may include Customer personnel, parents or guardians, prospective customers, and children whose information Customer enters. Data may include account, contact, attendance, enrollment, scheduling, communications, and other data chosen by Customer.

11.3 Confidentiality and security. Omegagen will ensure that personnel authorized to process Customer Data are bound by confidentiality obligations and access Customer Data only as needed for their duties. Omegagen will maintain reasonable and appropriate administrative, technical, and physical safeguards, including access controls, least-privilege practices, encryption in transit, security monitoring appropriate to the Service, vulnerability management, backup and recovery practices, and incident-response procedures. The specific measures may evolve as technology and risk change, provided they do not materially reduce overall protection. Customer is responsible for configuring the Service, managing user access, protecting credentials, and using available security features.

11.4 Subprocessors. Omegagen may use subprocessors to support the Service, provided it imposes written data-protection obligations that are materially consistent with this Section 11. Omegagen remains responsible for its subprocessors' performance of relevant obligations. Omegagen will make a current list of material subprocessors available by request from support@omegagen.net and will provide reasonable advance notice of a material new subprocessor where commercially practicable.

11.5 Assistance and rights requests. If Omegagen receives a request from an individual relating to Customer Data, Omegagen will direct the individual to Customer where appropriate and, considering the nature of processing, provide reasonable assistance to Customer in responding to a valid request. Taking account of the nature of processing and information available, Omegagen will provide reasonable assistance with Customer's documented assessments, consultations, or compliance obligations to the extent required by applicable law and reasonably feasible. Omegagen may charge reasonable fees for assistance beyond standard Service functionality.

11.6 Security incidents. Omegagen will notify Customer without undue delay after confirming a Security Incident involving unauthorized access to, acquisition of, or disclosure of Customer Data in Omegagen's systems. The notice will include information then available to help Customer meet its legal obligations, and Omegagen will provide reasonable updates. A Security Incident notice does not constitute an admission of fault or liability. Customer is responsible for determining whether notice to individuals, regulators, or others is required, unless applicable law requires Omegagen to make a notice directly.

11.7 Return deletion and audit. During the subscription term, Customer may export Customer Data using available functionality. After termination, Omegagen will delete or de-identify Customer Data within 90 days unless retention is required by law or retained in backups for a limited, secure lifecycle. Backups will be protected and deleted or overwritten under Omegagen's ordinary backup schedule. No more than once

annually, Customer may request reasonable written information about Omegagen's security program. If required by applicable law and not satisfied by that information, Customer may conduct a reasonable audit on 30 days' notice, during normal business hours, subject to confidentiality, security, and non-disruption requirements. The parties will first attempt to use third-party audit reports or questionnaires.

11.8 Children's Data. Where Customer provides information about children, Customer represents that it has authority to do so and will comply with applicable child-privacy, education, health, and other sector-specific laws. Omegagen will not use Customer Data for advertising, behavioral profiling, or sale of personal information. These Terms do not themselves establish a direct-to-child service. Before enabling a feature that collects personal information directly from children, the parties must execute a child-data addendum addressing notice, verifiable parental consent, access, deletion, retention, and third-party collection.