505889347 01/29/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5936048

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------------|----------------|
| JASON MICHAEL ANDERSON | 03/09/2017 |
| THOMAS J WATSON JR | 07/21/2016 |
| ALEJANDRO QUIROZ ZARATE | 07/12/2016 |
| DAVID ANDREW SINCLAIR | 07/15/2016 |
| ROBERTO OLIVARES-AMAYA | 07/22/2016 |
| PABLO G. COSTE | 09/01/2014 |

RECEIVING PARTY DATA

| Name: | BIGDATABIO, LLC |
|-----------------|-----------------|
| Street Address: | 35 SPIERS ROAD |
| City: | NEWTOWN |
| State/Country: | MAINE |
| Postal Code: | 02459 |

PROPERTY NUMBERS Total: 1

| Property Type | Number | |
|---------------------|----------|--|
| Application Number: | 15549357 | |

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: ann.sachet@quarles.com, patents@quarles.com

Correspondent Name: QUARLES & BRADY LLP Address Line 1: RENAISSANCE ONE

Address Line 2: TWO NORTH CENTRAL AVENUE

Address Line 4: PHOENIX, ARIZONA 85004

| ATTORNEY DOCKET NUMBER: | 155949.00021 |
|-------------------------|--------------|
| NAME OF SUBMITTER: | ANN SACHET |
| SIGNATURE: | /Ann Sachet/ |
| DATE SIGNED: | 01/29/2020 |
| | |

Total Attachments: 12

PATENT REEL: 051661 FRAME: 0397

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PATENT REEL: 051661 FRAME: 0398

WHEREAS, the undersigned has made certain inventions which are described in an application for Letters Patent of the United States entitled: SYSTEMS AND METHODS FOR DECODING ENCRYPTED MEDICAL INFORMATION, Application PCT/US18/017186 filed February 9, 2016 which claims benefit of US Provisional Patent Application 62/114,050 filed February 9, 2015 entitled: SYSTEMS AND METHODS FOR DECODING ENCRYPTED MEDICAL INFORMATION, executed by the undersigned, and

VHEREAS, BigDataBio, LLC (hereafter referred to as Company), a corporation of DELAWARE having a place of business at 35 Spiers Road, Newtown, MA 02459 is desirous of acquiring the entire interest in said inventions throughout the United States of America and the territories thereof, for all other countries and under all international agreements.

NOW THEREFORE for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned hereby self(s), assign(s) and transfer(s) unto said Company, its successors and assigns, the entire right, title and interest throughout the transfer(s) unto said Company, its successors and assigns, the entire right, title and interest throughout the transfer(s) unto said under all international distributions and under all international agreements in and to said inventions the aforesaid application, all other applications hereafter filed in the squeements in any other country or under any international agreement based in whole or in part on said threateneds in any other country or under any international agreement based in whole or in part on said inventions, and all Letters Patents granted upon said applications by the United States, by any other country or under any international agreement, and do hereby authorize and request the Commissioner of Patents and Trademarks to assessed Letters Patent to said Company.

The undersigned further grant to said Company, its successors and assigns, the right to claim for said supplications the full benefits and priority rights of any international agreement between the United say of said structures. The undersigned hereby actions the full profit to make the conveyance herein, and hereby coverant(s) that was the full right to make the conveyance herein, and hereby coverant(s) that was the full right to make the conveyance herein, and hereby coverant(s) that was the full representatives and assigns of the undersigned, will when requested, communicate to said the feet representatives and assigns all facts known respecting said inventions, execute the feet representative accessors and assigns all facts known respecting said inventions, execute the feet representative accessors and facts known respecting said inventions, execute the feet representation and foreign or international applications, together with the said assigns are reasonable to accessors and facts and proceeding the said assigns are represented to accessors and assigns, in the obtaining of the processors and assigns, in the obtaining of the processors and assigns, in the obtaining of the processors.

A TESTINGNY WHEREOF the undersigned have hereunto executed this assignment at the least the least the design that the least th

Signature

Name

Victoria Constant

Winese Printed Name // CAM/ / KELEY

Date 1/1444 7,2017

Page 1011

WHEREAS, the undersigned has made certain inventions which are described in an application for Letters Patent of the United States entitled: SYSTEMS AND METHODS FOR DECODING ENCRYPTED MEDICAL INFORMATION, Application PCT/US16/017166 filed February 9, 2016 which claims benefit of US Provisional Patent Application 62/114,050 filed February 9, 2015 entitled: SYSTEMS AND METHODS FOR DECODING ENCRYPTED MEDICAL INFORMATION, executed by the undersigned, and

WHEREAS, **BigDataBio**, **LLC** (hereafter referred to as Company), a corporation of **DELAWARE** having a place of business at **35 Spiera Road**, **Newtown**, **MA 02459** is desirous of acquiring the entire interest in said inventions throughout the United States of America and the territories thereof, for all other countries and under all international agreements,

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned hereby sell(s), assign(s) and transfer(s) unto said Company, its successors and assigns, the entire right, title and interest throughout the United States of America and the territories thereof, for all foreign countries and under all international agreements in and to said inventions, the aforesaid application, all other applications hereafter filed in the United States, in any other country, or under any international agreement based in whole or in part on said inventions, and all Letters Patents granted upon said applications by the United States, by any other country or under any international agreement, and do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said Company.

The undersigned further grant to said Company, its successors and assigns, the right to claim for any of said applications the full benefits and priority rights of any international agreement between the United States and any foreign country or countries of between any other countries. The undersigned hereby warrant(s) that they/(s)he have/has the full right to make the conveyance herein, and hereby covenant(s) that the heirs, legal representatives and assigns of the undersigned, will when requested, communicate to said Company, its representatives, successors and assigns, all facts known respecting said inventions, execute all divisional, continuing, reissue, reexamination and foreign or international applications, together with individual assignment therefore, make all rightful paths, sign all lawful papers, testify in any legal proceeding and generally do everything possible to aid said Company, its successors ands assigns, in the obtaining of Letters Patent.

| Signature: | Yours Oth | Date: | 7 | -21 | - 2010 | , X |
|----------------|----------------------|-------|---|-----|--------|--------|
| Name: | Thomas J. Watson, Jr | | | | | |
| | | | | | | |
| Witness Signs | ature: | | | | | |
| Witness Printe | ed Name: | | | | | |

WHEREAS, the undersigned has made certain inventions which are described in an application for Letters Patent of the United States entitled: SYSTEMS AND METHODS FOR DECODING ENCRYPTED MEDICAL INFORMATION, Application PCT/US16/017166 filed February 9, 2016 which claims benefit of US Provisional Patent Application 62/114,050 filed February 9, 2015 entitled: SYSTEMS AND METHODS FOR DECODING ENCRYPTED MEDICAL INFORMATION, executed by the undersigned, and

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| Signature: Name: | Roberto Olivares-Amaya | Date: <u> </u> |
|---------------------|------------------------|----------------|
| Witness Signati | ure: | |
| Witness Printed | I Name: | |

WHEREAS, the undersigned has made certain inventions which are described in an application for Letters Patent of the United States entitled: **SYSTEMS AND METHODS FOR DECODING ENCRYPTED MEDICAL INFORMATION**, Application PCT/US16/017166 filed February 9, 2016 which claims benefit of US Provisional Patent Application 62/114,050 filed February 9, 2015 entitled: SYSTEMS AND METHODS FOR DECODING ENCRYPTED MEDICAL INFORMATION, executed by the undersigned, and

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| Signature: Name: | Alejandro Quiroz-Zarate | Date: 07/12/2016 | |
|-----------------------|-------------------------|------------------|--|
| Witness Signatu | re: | | |
| Witness Printed Name: | | | |

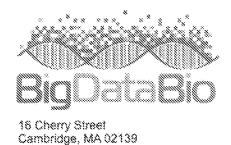
WHEREAS, the undersigned has made certain inventions which are described in an application for Letters Patent of the United States entitled: **SYSTEMS AND METHODS FOR DECODING ENCRYPTED MEDICAL INFORMATION**, Application PCT/US16/017166 filed February 9, 2016 which claims benefit of US Provisional Patent Application 62/114,050 filed February 9, 2015 entitled: SYSTEMS AND METHODS FOR DECODING ENCRYPTED MEDICAL INFORMATION, executed by the undersigned, and

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| Signature: | | Date: 7/15/16 |
|---------------------------------|-----------------------|---------------|
| Name: | David Andrew Sinclair | |
| Witness Signa Witness Printe | Sugar Det Tan | |



INVENTION ASSIGNMENT, NON-DISCLOSURE, AND BUSINESS PROTECTION AGREEMENT

THIS INVENTION ASSIGNMENT, NON-DISCLOSURE, AND BUSINESS PROTECTION AGREEMENT (the "Agreement") is made by and between Big Data Bio, LLC, a Delaware corporation with an office at 16 Cherry St, Cambridge. MA 02139 ("BDB") and Pablo G. Coste with an address at 35 Spiers road, Newton MA 02459.

BDB and Employee agree as follows:

Condition of Employment. Employee acknowledges that his/her employment and/or the continuance of that employment with BDB, the bonus or other monetary consideration that Employee will receive at the commencement of his/her employment and/or in connection with entering into this Agreement, and any options, restricted stock, restricted stock units and other stock-based awards granted at any time to Employee as part of such consideration are contingent upon his/her agreement to sign and adhere to the provisions of this Agreement. Employee further acknowledges that protection of BDB's proprietary and confidential information is critical to the survival and success of BDB's business because of the nature of BDB's business. This Agreement is intended to protect BDB's business (including that of its subsidiaries and affiliates) without unreasonably restricting Employee's ability to work elsewhere if his/her employment with BDB ends. This Agreement will become effective on the earliest of: (a) the date of Employee's signature below, (b) the first day of Employee's employment by BDB, or (c) the first day on which BDB discloses Proprietary Information to Employee. Employee's obligations under this Agreement will continue even after his/her employment with BDB has ended, whether in circumstances of voluntary or involuntary termination of employment, and regardless of whether additional severance compensation is paid by BDB.

2. Proprietary and Confidential Information.

Employee agrees that all information and know-how, whether or not in writing, of a private, secret or confidential nature, relating to BDB's (including its subsidiaries' and affiliates') actual or anticipated business, products, interests, research and development or financial affairs (collectively, "Proprietary Information") encountered by Employee in the course of or as a result of his/her relationship with BDB is and shall be the exclusive property of BDB. By way of illustration, but not limitation, Proprietary Information may include discoveries, inventions, products, product improvements, product enhancements, processes, methods, techniques, formulas, compositions, compounds, negotiation strategies and positions, projects, developments, plans (including business and marketing plans), research data, clinical data, financial data (including sales costs, profits, pricing methods), personnel data, computer programs (including software used pursuant to a license agreement), customer, prospect and supplier lists, and contacts at or knowledge of customers or prospective customers of BDB, and shall include Developments, as defined below. Employee will not disclose any Proprietary Information to any person or entity other than employees of BDB or use the same for any purposes (other than in the performance of his/her duties as an employee of BDB) without written approval by an officer of BDB, either during or after his/her employment with BDB, unless and until such Proprietary Information has become public knowledge through voluntary public disclosure by someone who had the right to make such a disclosure. While employed by BDB, Employee

Page 1 of 7 -CONFIDENTIAL-

will use Employee's best efforts to prevent unauthorized use, publication or disclosure of any of BDB's Proprietary Information.

- (b) Employee agrees that all files, documents, letters, memoranda, reports, records, data, sketches, drawings, models, laboratory notebooks, program listings, computer equipment or devices, computer programs or other written, photographic, or other tangible or intangible material containing Proprietary Information, whether created by Employee or others, which shall come into his/her custody or possession, shall be and are the exclusive property of BDB (or any person or entity designated by BDB) to be used by Employee only in the performance of his/her duties for BDB and shall not be copied or removed from BDB premises except in the reasonable pursuit of the business of BDB. All such materials or copies of such materials and all tangible property of BDB in the custody or possession of Employee shall be delivered to BDB, upon the earlier of (i) a request by BDB or (ii) termination of his/her employment. After such delivery, Employee shall not retain any such materials or copies of such materials, including but not limited to electronic copies, or any such tangible property.
- (c) Employee agrees that his/her obligation not to disclose or to use information and materials of the types set forth in paragraphs 2(a) and 2(b) above, and his/her obligation to return materials and tangible property, set forth in paragraph 2(b) above, also extends to such types of information, materials and tangible property encountered by Employee in the course of or as a result of his/her relationship with BDB of customers of BDB or suppliers to BDB or other third parties who may have disclosed or entrusted such information and materials to BDB or to Employee.
- (d) However, in the event that Employee (i) is required, by court or administrative or regulatory order, or any governmental regulator with jurisdiction over Employee, to disclose any portion of the Proprietary Information or (ii) is asked to or seeks to enter into evidence or otherwise voluntarily disclose in any administrative, judicial, quasi-judicial or arbitral proceeding, any portion of the Proprietary Information, Employee shall provide BDB with prompt written notice of any such request or requirement prior to the disclosure of Proprietary Information, so BDB may, at BDB's expense, seek a protective order or other appropriate remedy to prohibit or to limit such disclosure. If, in the absence of a protective order, Employee is nonetheless compelled to disclose any Proprietary Information, Employee shall as soon as practicable thereafter advise BDB of the Proprietary Information so disclosed and the persons to whom it was so disclosed, and thereafter, may disclose only such portions of the Proprietary Information that are legally required to be disclosed.

3. Developments.

(a) Employee will, except as expressly provided in paragraph 3(d), make full and prompt disclosure to BDB of: all discoveries, inventions, improvements, enhancements, processes, methods, techniques, developments, software, and works of authorship, whether patentable or not, (i) which have been created, made, conceived or reduced to practice by Employee or under his/her direction or jointly with others prior to the date hereof and which are potentially competitive with, or relate directly or indirectly to, BDB's (including its subsidiaries' and affiliates') actual or anticipated business, products, interests or research and development, (ii) which are created, made, conceived or reduced to practice by him/her or under his/her direction or jointly with others during his/her employment by BDB, whether or not during normal working hours or on the premises of BDB, or (iii) which are created, made, conceived or reduced to practice by him/her or under his/her direction or jointly with others using or based on knowledge of BDB's tools, devices, equipment or Proprietary Information (all of which are collectively referred to in this Agreement as "Developments").

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- (b) Employee agrees to assign and does hereby assign to BDB (or any person or entity designated by BDB) all his/her right, title and interest in and to all Developments and all related patents, patent applications, copyrights and copyright applications. However, this paragraph 3(b) shall not apply to Developments (described in clauses 3(a)(ii) and 3(a)(iii) above) which are not potentially competitive with, and do not relate directly or indirectly to, BDB's (including its subsidiaries' and affiliates') actual or anticipated business, products, interests or research and development at the time such Development is created, made, conceived or reduced to practice, and which are made and conceived by Employee not during normal working hours, not on BDB's premises and not using or based on knowledge of BDB's tools, devices, equipment or Proprietary Information. Employee understands that, to the extent this Agreement shall be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, this paragraph 3(b) shall be interpreted not to apply to any invention which a court rules and/or BDB agrees falls within such classes. Employee also hereby waives all claims to moral rights in any Developments.
- (c) All discoveries, inventions, improvements, enhancements, processes, methods, techniques, developments, software, and works of authorship, whether patentable or not, arising in the one year period after the termination or cessation of such employment for any reason which (i) are potentially competitive with, or relate directly or indirectly to, BDB's (including its subsidiaries' and affiliates') actual or anticipated business, products, interests or research and development, and (ii) relate to any patent, copyright, trade secret, or other intellectual property right, worked on by Employee while Employee is employed by BDB, shall be presumed to have been created, made, conceived or reduced to practice during Employee's employment with BDB and shall therefore be deemed a Development; provided however that Employee may overcome the presumption with respect to the period of one year after the termination or cessation of employment by proving that such creation, making, conception or reduction to practice occurred exclusively following employment with BDB and without use of, and not based on knowledge of, BDB's tools, devices, equipment or Proprietary Information.
- (d) To preclude any possible uncertainty concerning the ownership of Developments. Employee agrees to provide to BDB a complete written list of any Developments that Employee considers to be his/her property or the property of a third party and that Employee and BDB agree shall be excluded from the scope of this Agreement ("Prior Inventions"). If disclosure of any Prior Invention would cause Employee to violate any prior confidentiality agreement, Employee understands that Employee is not to fully describe such Prior Inventions, but is only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such invention has not been made for that reason. Employee shall also list all patents and patent applications in which Employee is named as an inventor, other than those which have been assigned to BDB. If no such disclosure is provided on or before the start of Employee's employment by BDB, Employee represents that there are no Prior Inventions.
- (e) Employee agrees to cooperate fully with BDB (or any person or entity designated by BDB), both during and after his/her employment with BDB, with respect to the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in the United States and foreign countries) relating to Developments. Employee shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights, and powers of attorney, which BDB (or any person or entity designated by BDB) may deem necessary or desirable in order to protect its rights and interests in any Development. Employee further agrees that if BDB (or any person or entity designated by BDB) is unable, after reasonable effort, to secure the signature of Employee on any such papers, BDB and its duly authorized officers and designees shall be entitled to execute any such papers as the agent and the attorney-in-fact of Employee, and Employee hereby irrevocably designates and appoints BDB and its duly authorized officers and designees as his/her agent and attorney-in-fact to execute any such papers on his/her behalf, and to take any and all actions as may be deemed necessary

Page 3 of 7 -CONFIDENTIAL-

or desirable in order to protect BDB's or its designees' rights and interests in any Development, under the conditions described in this sentence.

- **4.** <u>Non-Competition and Non-Solicitation</u>. While Employee is employed by BDB and for a period of one year after the termination or cessation of such employment for any reason, Employee will not directly or indirectly:
- (a) Engage or assist others in engaging in any Competing Organization (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than 1% of the outstanding stock of a publicly-held company). The term "Competing Organization" means any person, entity or organization engaged in, or anticipated to become engaged in, research on or the acquisition, development, production, distribution, marketing, or providing of a product, process or service that competes or is reasonably expected to compete with a material product, process or service in existence or being developed or anticipated to be developed by BDB. However, this paragraph 4(a) shall not preclude Employee from becoming an employee of, consultant to, or from otherwise providing services to, a separate division or operating unit of a multi-divisional business or enterprise (a "Division") if (i) the Division by which Employee is employed or engaged, or to which Employee provides services, is not (if treated by itself as an independent entity) a Competing Organization, (ii) Employee does not provide services, directly or indirectly, to any other division or operating unit of such multi-divisional business or enterprise that is a Competing Organization (if treated by itself as an independent entity) (individually, a "Competitive Division" and collectively, the "Competitive Divisions") and (iii) the Competitive Divisions, in the aggregate, accounted for less than one-third of the multi-divisional business or enterprise's consolidated revenues for the fiscal year, and each subsequent quarterly period, prior to Employee's commencement of employment with the Division.
- (b) Either alone or in association with others, solicit, divert or take away, or attempt to divert or take away, the business or patronage of any of the clients, customers, or business partners of BDB that were contacted, solicited, or served by Employee directly or BDB during the 12-month period prior to the termination or cessation of Employee's employment with BDB; or
- employee or independent contractor of BDB to terminate his or her employment or other engagement with BDB, or (ii) hire, or recruit or attempt to hire, or engage or attempt to engage as an independent contractor, any person who was employed or otherwise engaged by BDB at any time during the term of Employee's employment with BDB; provided, that this clause (ii) shall not apply to the recruitment or hiring or other engagement of any individual whose employment or other engagement with BDB has been terminated for a period of six months or longer. However, this paragraph 4(c) shall not apply to (I) general advertising or solicitation not specifically targeted at BDB, its employees or independent contractors, (II) Employee serving as a reference, upon request, for any employee or independent contractor of BDB, and (III) actions taken by any person or entity with which Employee is associated if Employee is not personally involved in any manner in the hiring, recruitment, solicitation or engagement of any such individual (including but not limited to identifying any such individual for hiring, recruitment, solicitation or engagement).
- (d) If Employee violates the provisions of any of the preceding paragraphs of this Section 4, Employee shall continue to be bound by the restrictions set forth in such paragraph until a period of one year has expired without any violation of such provisions.
- 5. <u>Third Parties: Other Agreements.</u> Employee represents that, except as Employee has disclosed in writing to BDB. Employee is not bound by the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the

Page 4 of 7 -CONFIDENTIAL-

course of his/her employment with BDB, to refrain from competing, directly or indirectly, with the business of such previous employer or any other party or to refrain from soliciting employees, customers or suppliers of such previous employer or other party. Employee further represents that his/her performance of all the terms of this Agreement and the performance of his/her duties as an employee of BDB do not and will not conflict with or breach any agreement with any prior employer or other party to which Employee is a party (including without limitation any nondisclosure or non-competition agreement), and that Employee has not and will not disclose to BDB, bring onto BDB's premises, or use or induce BDB to use, any confidential or proprietary information or material belonging to any previous employer or others.

6. <u>United States Government Obligations</u>. Employee acknowledges that BDB from time to time may have agreements with other persons or with the United States Government, or agencies thereof, which impose obligations or restrictions on BDB regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. Employee agrees to be bound by all such obligations and restrictions that are made known to Employee and to take all action necessary to discharge the obligations binding BDB under such agreements.

7. Miscellaneous.

- (a) Equitable Remedies. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of BDB and are considered by Employee to be reasonable for such purpose. Employee agrees that any breach of this Agreement is likely to cause BDB substantial and irrevocable damage that is difficult to measure. Therefore, in the event of any such breach or threatened breach, Employee agrees that BDB, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court restraining such a breach or threatened breach and the right to specific performance of the provisions of this Agreement and Employee hereby waives the adequacy of monetary damages or other remedy at law as a defense to such relief.
- **(b)** <u>Disclosure of this Agreement.</u> Employee hereby authorizes BDB to notify others, including but not limited to customers of BDB and any of Employee's future employers or prospective business associates, of the terms and existence of this Agreement and Employee's continuing obligations to BDB pursuant to this Agreement.
- (c) No Employment Contract and No License. Employee acknowledges that this Agreement does not constitute a contract of employment, does not imply that BDB will continue his/her employment for any period of time and does not change the at-will nature of his/her employment. Employee further acknowledges that no license to any of BDB's trademarks, patents, copyrights or other proprietary rights is either granted or implied by Employee's access to and utilization of the Proprietary Information or Developments.
- (d) <u>Successors and Assigns</u>. This Agreement is binding on Employee and his/her heirs, executors and administrators, and is for the benefit of BDB and its successors and assigns. BDB may designate affiliates and/or subsidiaries of BDB to have the same rights as BDB under this Agreement, and any obligation owed to BDB under this Agreement shall be owed to such an affiliate or subsidiary in the same manner as they are owed to BDB.
- (e) <u>Interpretation</u>. If any restriction set forth in Section 3 or 4 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a scope of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, scope of activities or geographic area as to which it may be enforceable.

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- (f) <u>Severability</u>. In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (g) <u>Waivers</u>. No delay or omission by BDB in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by BDB on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.
- (h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (but without reference to provisions concerning the conflicts of laws). Any action, suit, or other legal proceeding that is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the Commonwealth of Massachusetts (or, if appropriate, a federal court located within Massachusetts), and BDB and Employee each consents to the jurisdiction of such a court. BDB and Employee each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.
- (i) Entire Agreement; Amendment. This Agreement supersedes all prior agreements, written or oral, between Employee and BDB relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by Employee and BDB. Employee agrees that any change or changes in his/her duties, salary or compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement.
- (j) <u>Captions</u>. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

[Signature page follows]

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EMPLOYEE ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

Date: September 30th

BIG DATA BIO, LLC.

By: ______

Name: David A. Sinclair

Title: Board Member (Manager)

Date: September 01, 2014

[Signature Page to Invention Assignment, Non-Disclosure, and Business Protection Agreement]



PATENT REEL: 051661 FRAME: 0410

RECORDED: 01/29/2020