

TERMS OF SERVICE

Please read these Terms of Service (this “Agreement”) carefully. To the extent permitted by applicable law, your use of the Website (as defined below) also constitutes your consent to this Agreement.

This Agreement is between you and Fulgent Therapeutics LLC (“Company” or “we” or “us”) concerning your use of (including any access to) the Company’s website currently located at <https://fulgentgenetics.com> (together with any content available therein, mobile versions thereof, and successor website(s) thereto, the “Website”). This Agreement hereby incorporates by this reference any additional terms and conditions posted by Company through the Website, including but not limited to any Term of Service Addendum based the type of Website portal and/or service you select (jointly “Addendum”). To the extent that there is any contradiction between the provisions of this Agreement and such Addendum, such Addendum will prevail with respect to the subject matter of such Addendum. You may have entered into other agreements (e.g., business associate agreements and services agreements) with us. This Agreement only applies to your usage of the Website and to the extent there is any contradiction, such other agreements will prevail with respect to the subject matter of such other agreements.

BY USING THE WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT.

IF YOU ARE AN INDIVIDUAL ACCESSING OR USING THE WEBSITE ON BEHALF OF, OR FOR THE BENEFIT OF, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (AN “ORGANIZATION”), THEN YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOURSELF AND SUCH ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THIS AGREEMENT. References to “you” and “your” in this Agreement will refer to both the individual using the Website and to any such Organization.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 16. BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

1. Changes. We may change this Agreement from time to time for our business reasons by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Website. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes.

Your use of the Website following any changes to this Agreement will constitute your acceptance of such changes. The “*Last Updated*” legend above indicates when this Agreement was last changed. We may, at any time, for our business reasons and without liability, modify or discontinue all or part of the Website (including access to the Website via any third-party links); charge, modify or waive any fees required to use the Website; or offer opportunities to some or all Website users.

2. Information Submitted Through the Website. Your submission of information through the Website is governed by Company's Privacy Policy, located at <https://fulgentgenetics.com/public/PrivacyPolicy.pdf> (the "Privacy Policy"). You represent and warrant that any information you provide in connection with the Website is and will remain accurate and complete, and that you will maintain and update such information as needed. To the extent that there is any contradiction between the provisions of this Agreement and the Privacy Policy regarding personal data, the provisions of the Privacy Policy will prevail.

3. Jurisdictional Issues. The Website is controlled or operated (or both) from the United States, and is not intended to subject Company to any non-U.S. jurisdiction or law. The Website may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Website is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Website's availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

4. Rules of Conduct. In connection with the Website, you must not:

- Post, transmit or otherwise make available through or in connection with the Website any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable right-holder;
- Post, transmit or otherwise make available through or in connection with the Website any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a "Virus");
- Use the Website for any purpose other than those intended by the Company, or for any purpose that is fraudulent or otherwise tortious or unlawful;
- Harvest or collect information about users of the Website;
- Interfere with or disrupt the operation of the Website or the servers or networks used to make the Website available, including by hacking or defacing any portion of the Website; or violate any requirement, procedure or policy of such servers or networks;
- Restrict or inhibit any other person from using the Website;
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Website except as expressly authorized herein, without Company's express prior written consent;
- Reverse engineer, decompile or disassemble any portion of the Website, except where such restriction is expressly prohibited by applicable law;
- Remove any copyright, trademark or other proprietary rights notice from the Website;
- Frame or mirror any portion of the Website, or otherwise incorporate any portion of the Website into any product or service, without Company's express prior written consent;
- Systematically download and store Website content; or
- Use any robot, spider, Website search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Website content, or reproduce or

circumvent the navigational structure or presentation of the Website, without Company's express prior written consent. You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed by you to use the Website.

- 5. Registration; User Names and Passwords.** To register for an account, contact us at info@fulgentgenetics.com. We may reject, or require that you change, any user name, password or other information that you provide to us in registering. Your user name and password are for your personal use only and should be kept confidential; you, and not Company, are responsible for any use or misuse of your user name or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your user name or password, or your Website account.
- 6. License.** Site visitors may make available certain materials (each, a "Submission") through or in connection with the Site. For purposes of clarity, you retain ownership of your Submissions, if any. For each Submission, if any, you hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Submission, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials).

In addition, if you provide to us any ideas, proposals, suggestions or other materials ("Feedback"), whether related to the Website or otherwise, such Feedback will be deemed a Submission, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Company under any fiduciary or other obligation.

You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your Submissions, if any, and your provision thereof through and in connection with the Website, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. To the extent permitted by applicable law, you further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding any Submission that you may have under any applicable law under any legal theory.

- 7. Monitoring.** We may (but have no obligation to) monitor, evaluate, alter or remove any Submissions before or after they appear on the Website, or analyze your access to or use of the Website. We may disclose information regarding your access to and use of the Website, and the circumstances surrounding such access and use, to anyone for any reason or purpose without prejudice to the Privacy Policy.
- 8. Your Limited Rights.** Subject to your compliance with this Agreement, and solely for so long as you are permitted by Company to use the Website, you may view one (1) copy of any portion of the Website to which we provide you access under this Agreement, on any single device, solely for your personal, non-commercial use.

9. Company's Proprietary Rights. As between you and us, we own the Website, which is protected by proprietary rights and laws. Our trade names, trademarks and service marks include Fulgent, Fulgent Therapeutics, Fulgent Diagnostics, Fulgent Genetics and any associated logos. All trade names, trademarks, service marks and logos on the Website not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Website should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.

10. Third Party Materials; Links. Certain Website functionality may make available access to information, products, services and other materials made available by third parties, including Submissions ("Third Party Materials"), or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Materials.

We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement will be deemed to be a representation or warranty by Company with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Website at any time. In addition, the availability of any Third Party Materials through the Website does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).

11. Promotions. Any sweepstakes, contests, raffles, surveys, games or similar promotions (collectively, "Promotions") made available through the Website may be governed by rules that are separate from this Agreement. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with this Agreement, the Promotion rules will govern.

12. DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCLUDING IN THE EVENT OF THE FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY OR IN THE EVENT OF PERSONAL INJURY OR DEATH DUE TO COMPANY'S NEGLIGENCE: (A) THE WEBSITE IS MADE AVAILABLE TO YOU ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (B) COMPANY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE WEBSITE, INCLUDING THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY,

SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE “AFFILIATED ENTITIES”), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

While we try to maintain the timeliness, integrity, and security of the Website, we do not guarantee that the Website is or will remain updated, complete, correct or secure, or that access to the Website will be uninterrupted. The Website may include inaccuracies, errors, and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Website. If you become aware of any such alteration, contact us at info@fulgentgenetics.com with a description of such alteration and its location on the Website.

13.LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCLUDING IN THE EVENT OF THE FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY OR IN THE EVENT OF PERSONAL INJURY OR DEATH DUE TO COMPANY’S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE: (A) COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, OR FOR DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (B) WITHOUT LIMITING THE FOREGOING, COMPANY WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE WEBSITE, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; (C) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING THE WEBSITE; AND (D) THE MAXIMUM AGGREGATE LIABILITY OF COMPANY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE THE GREATER OF THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO COMPANY TO USE THE WEBSITE AND \$10.00. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND THE AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

14.Indemnity. To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless Company and the Affiliated Entities, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys’ fees) arising out of or relating to (a) your use of the Website (including any Submissions made by you); and (b) any violation or alleged violation of this Agreement by you.

15. Termination. This Agreement is effective until terminated. Company may terminate or suspend your use of the Website at any time and without prior notice, for any or no reason, including if Company determines in its sole discretion that you have not adhered to the rules of conduct or if Company believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, your right to use the Website will immediately cease, and Company may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide any further access to such materials. Sections 2 through 4, 6, 7, 9 10, 12 through 19 will survive any expiration or termination of this Agreement.

16. Governing Law; Arbitration. The terms of this Agreement are governed by the laws of the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND COMPANY, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be conducted in Los Angeles County, California before one arbitrator. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures then in effect. To the extent that the arbitrator deems reasonable, the arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances. Any in-person appearances requested by the arbitrator will be held in the State of California. Arbitration proceedings will be conducted in English and will be conducted in a manner that preserves confidentiality. The arbitrator's decision will follow the plain meaning of the relevant documents and will be final and binding. The award rendered by the arbitrator(s) may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude us from seeking any injunctive relief or other provisional remedy in U.S. state or federal courts for protection of its intellectual property rights (including the rights of its licensors), and you agree to exclusive jurisdiction of the state and federal courts located in Los Angeles County, California, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

17. Information or Complaints. If you have a question or complaint regarding the Website, please send an e-mail to info@fulgentgenetics.com. You may also contact us by writing to 4978 Santa Anita Avenue, Temple City, CA, 91780, or by calling us at (626) 350-0537. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

18.Export Controls. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; or (b) on any of the U.S. government lists of restricted end users.

19.Miscellaneous. This Agreement does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Company. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement will be construed as if followed by the phrase “without limitation.” This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and Company relating to the subject matter hereof, and in the absence of fraud, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Company relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the Website or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Company will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.