

**FIFTH AMENDMENT TO THE  
TAIR SUBSCRIPTION AGREEMENT  
BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“Institution”)  
AND PHOENIX BIOINFORMATICS CORPORATION (“Phoenix”)  
EFFECTIVE April 1, 2026 (“Agreement”)**

Whereas:

The term of the Agreement will expire on **March 31, 2026**. Phoenix and Institution (collectively, the “Parties”) would like to extend the term of the Agreement by three years, in consideration of three additional annual subscription payments, as set forth below.

The Parties hereby agree to amend the Agreement as follows:

- (1) The first sentence of the Agreement is partially deleted and replaced with the following language:

**PHOENIX BIOINFORMATICS CORPORATION** of 39899 Balentine Drive, Suite 200, Newark, CA 94560, USA (“Phoenix”)

- (2) Section 5.4 is deleted in its entirety and is replaced with the following language:

5.4 Phoenix warrants that the Licensed Materials comply with California and federal disabilities laws and regulations, and conform to the accessibility requirements of Web Accessibility Initiative, Web Content Accessibility Guidelines (WCAG) 2.1 at level AA.[1] Phoenix agrees to promptly respond to and resolve any complaint regarding accessibility of Licensed Materials.

- (3) Section 7.1 is deleted in its entirety and is replaced with the following language:

This Agreement will remain in place from the Effective Date until **March 31, 2029**, unless otherwise extended or renewed by both parties in writing.

- (4) Section 7.2 is deleted in its entirety and is replaced with the following language:

7.2 If either party commits a material or persistent breach of any term of this Agreement, and such breach is capable of remedy, and the breaching party fails to remedy the breach within sixty (60) days of notification in writing by the other party, the non-breaching party will have the right to terminate this agreement by providing written notice of termination to the breaching party. This right of termination will persist so long as the breaching party remains in breach. For clarity, the foregoing is applicable only in the event of a breach

which is capable of remedy. If the breach is not capable of remedy, the non-breaching party may terminate the Agreement immediately by providing written notice of termination to the breaching party.

Furthermore, this Agreement shall be terminated:

7.2(a) if Institution defaults in making payment of the Fee as provided in this Agreement; or

7.2(b) if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.

(5) The first sentence of Appendix A is deleted and is replaced with the following language:

Licensee will pay to Phoenix a series of three annual payments as follows:

TAIR 04/01/2026 - 03/31/2027 [REDACTED]

TAIR 04/01/2027 - 03/31/2028 [REDACTED]

TAIR 04/01/2028 - 03/31/2029 [REDACTED]

**UC Campuses included under this agreement:**

UCB(including Lawrence Berkeley Lab), UCD, UCI, UC Merced, UCLA, UCR, UCSD, and UCSB

	<b>2026-2027</b>	<b>2027-2028</b>	<b>2028-2029</b>
<b>Multi-year Paid Annually</b>	Paid Annually Year 1	Paid Annually Year 2 <i>3% increase</i>	Paid Annually Year 3 <i>3% increase</i>
<b>UC Berkeley</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>Lawrence Lab</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>UC Davis</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>UC Irvine</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>UC Merced</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>UCLA</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>UC Riverside</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>UCSD</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>UCSB</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>TOTALS:</b>	[REDACTED]	[REDACTED]	[REDACTED]

This fifth amendment to the Agreement is effective as of the date last signed below. All other terms and conditions of the Agreement shall remain the same.

**AGREED TO AND ACCEPTED BY:**

**The Regents of the University of California**

**Phoenix**

DocuSigned by:  
By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Finance Director, Library

Title: \_\_\_\_\_ Executive Director

Date: \_\_\_\_\_ 2/23/2026

Date: \_\_\_\_\_ February 24, 2026