

1. Definitions and Interpretation. In these terms and conditions the following definitions and rules apply: “**Affiliate**” means, with respect to a party, any entity that, directly or indirectly, controls, is controlled by or is under common control with such party for so long as such control exists. For purposes of this definition, an entity has control of another entity if it has the direct or indirect ability or power to direct or cause the direction of management policies of such other entity or otherwise direct the affairs of such other entity, whether through ownership of the voting securities of such other entity, by contract or otherwise. Helix Holdings I, LLC, and its subsidiaries and members, are not Affiliates of Illumina for purposes of this Agreement. “**Collection Territory**” means worldwide. “**Consumable Kit(s)**” means individual boxes containing Sequencing Consumables. “**Contract**” means the contract between Seller and Purchaser for the sale and purchase of the Products consisting of (a) these terms and conditions, (b) the Quotation and (c) the Documentation with respect to such Products. “**Documentation**” means, with respect to a Product, Seller’s user manual, package insert, labelling, instructions for use, technical specifications and similar technical documentation, including the Protocols, for such Product in effect on the date that such Product ships from Seller. “**EEA**” means the European Economic Area. “**Effective Date**” means the effective date of this Contract as stated in the Quotation. “**Excluded Use**” has the meaning set forth in Section 2. “**Facility**” means a facility in the EEA (but not including Spain) or Switzerland owned by, leased by, or otherwise under the contractual control of Purchaser. “**Hardware**” means Seller-branded instruments, accessories, peripherals and/or other hardware purchased by Purchaser that meet the technical specifications for hardware as set forth in the Documentation for the Products. “**Incoterms 2010**” mean the international rules for the interpretation of trade terms prepared by the International Chamber of Commerce, which came into effect on 1 January 2011. “**Intended Use**” means, (i) with respect to IVD Software and IVD Consumables, Seller’s specific intended use of such Products as set forth in the intended use statement of the Documentation for such Product, and (ii) with respect to Sequencing Consumables, the testing of human samples using IVD Consumables and IVD Software in a laboratory, wherein the testing is the detection or determination of fetal chromosomal abnormalities by sequencing nucleic acids present in the cell-free fraction of maternal blood or maternal blood components and analyzing the data generated from such sequencing, specifically excluding the testing for the purposes of promoting sex selection followed by gender-specific abortion without a medical reason. “**IVD Consumables**” means Seller-branded reagents and consumable items as specified in the Quotation with the prefix “RH” in their catalogue number, labelled by Seller for in-vitro diagnostic use, and whose Documentation includes an intended use statement stating that the product is intended to be used as a test for specific nucleic acid sequences, combination of nucleic acid sequences, diseases, or conditions. “**IVD Software**” means Seller-branded software as specified in the Quotation (or a separate quotation signed by Seller and Purchaser referencing these terms and conditions) with the prefix “RH” in its catalogue number, pre-installed on server hardware, including any updates or upgrades provided by Seller, that is labeled by Seller for human in-vitro diagnostic use only, and whose Documentation includes an intended use statement stating that the product is intended to be used with a test for specific nucleic acid sequences, combination of nucleic acid sequences, diseases, or conditions (e.g., data analysis software). “**Peripherals**” means reagents, consumable items, instruments and/or other laboratory equipment provided by a third party for use with Products, as expressly set forth in Documentation for such Products. “**Product(s)**” means IVD Software, IVD Consumables, Sequencing Consumables, and/or Training set forth in the Purchase Order. “**Protocols**” means the version-controlled written protocols, standard operating procedures, instructions, instructions for use, and/or similar documents Seller provides to Purchaser for Purchaser to use the IVD Software and IVD Consumables. “**Purchase Order**” means Purchaser’s order for the Products as set forth in Section 15. “**Purchaser**” means the person or entity acquiring the Products from Seller. “**Quotation**” means the quotation for the Products referencing these terms and conditions. “**Seller**” means the Illumina entity selling the Products, as identified on the Quotation. “**Seller Intellectual Property Rights**” means the intellectual property rights owned by or controlled by Seller and/or Seller’s Affiliates, as of the date the Product ships to Purchaser, solely as necessary to perform the Intended Use. “**Sequencing Consumables**” means Seller-branded reagents and consumable items as identified in the Quotation that are designated with the prefix “TG” in their catalogue number (or product name) or for which Illumina has specifically authorized in writing for Purchaser to purchase under these terms and conditions for the Intended Use, excluding any IVD Consumables. “**Training**” means training provided by Seller to Purchaser for the IVD Software and Protocols as specified in the Quotation, including, by way of example, training on the collection and handling of specimens, laboratory operations (including sequencing), and data handling, and “**Trained**”, with respect to an individual, shall mean that such individual has received all Training as determined by Seller.

Section and paragraph headings shall not affect the interpretation of this Contract. If there is any conflict or ambiguity between the clauses of these terms and conditions, the Quotation, and/or the Documentation, the conflict shall be resolved in accordance with the following order of precedence: (1) these terms and conditions; (2) the Quotation; and (3) the Documentation. Any phrase introduced by the words including,

includes, in particular or for example or similar shall be construed as illustrative and shall not limit the generality of the related general words. Words in the singular include the plural and the plural include the singular. All references to days mean calendar days unless specifically stated otherwise. A reference to writing or written includes fax and email. These terms and conditions are drafted in the English language. If these terms and conditions are translated into any other language, the English language version shall prevail.

2. Rights to Products upon Purchase. Subject to the terms of this Contract, with respect to each item of IVD Software, each IVD Consumable, and each Sequencing Consumable (as applicable) delivered to Purchaser hereunder, and with effect from the date of such delivery, Purchaser is granted only a non-exclusive, non-transferable, personal, terminable, non-sublicensable license under Seller Intellectual Property Rights to use: (i) such IVD Software with Hardware, IVD Consumables, Sequencing Consumables, and Peripherals, only as necessary for the specific Intended Use for the IVD Software, only in accordance with the Protocols, only in Purchaser’s Facility, only on specimens collected from the Collection Territory, (ii) such IVD Consumable with Hardware, IVD Software, Sequencing Consumables, and Peripherals, only as necessary (and therefore such license shall terminate once such IVD Consumable has been used) for the specific Intended Use for such IVD Consumables, only in accordance with the Protocols, only in Purchaser’s Facility, only on specimens collected from the Collection Territory, and (iii) such Sequencing Consumable with Hardware, IVD Software, IVD Consumables, and Peripherals, only as necessary (and therefore such license shall terminate once such Sequencing Consumable has been used) for the specific Intended Use for such Sequencing Consumable, only in Purchaser’s Facility, only on specimens collected from the Collection Territory ((i) - (iii) collectively, “**Permitted Rights**”). Purchaser may not, and for the avoidance of doubt Purchaser is not granted any right or license to (a) use any Product not in accordance with such Product’s Documentation, (b) use a Product for any purpose other than the Intended Use, (c) re-use a previously used IVD Consumable or Sequencing Consumable, (d) (1) modify, disassemble, reverse-engineer, reverse-compile, or reverse-assemble any Product, other than to the extent such activities may not be restricted by law in respect of software, (2) separate, extract, or isolate components of any Product or carry out any other analysis of any Product that is not expressly authorized by Seller in writing, or (3) gain access to or determine the methods of operation of any Product, in each case (1) to (3) other than to the extent such activities may not be restricted by law in respect of software, (e) use any Product for direct-to-consumer activities, or (f) transfer to a third-party, or sub-license, IVD Software or any third-party software provided by Seller (each of (a)-(f), an “**Excluded Use**”), nor authorize or purport to authorize any third party in relation to an Excluded Use. Purchaser agrees that this Section is designed to, and does, alter the effect of the exhaustion of patent rights that may otherwise result if the sale was made without restriction.

Purchaser agrees that (i) Purchaser’s use of a Product in any manner or for any purpose other than the Intended Use for such Product is a breach of this Contract, and (ii) actual knowledge by Seller and/or Seller’s Affiliates that Purchaser is using the Product in any manner or for any purpose other than expressly authorized herein does not waive or otherwise limit any rights that Seller and/or Seller’s Affiliates which may have as a result of such use of the Product, including, any rights or remedies available under this Contract, at law and/or in equity. Except as expressly stated in this Section 2, no right or license under any of Seller, or Seller’s Affiliates’, intellectual property rights is or are granted expressly, by implication, by estoppel or otherwise to Purchaser. All copies of IVD Software supplied under this Contract are licensed, not sold, and may be subject to additional terms found in the IVD Software’s end user license agreement.

Purchaser is solely responsible for obtaining all Peripherals and ensuring it has all rights to use such Peripherals for the Intended Use for Products.

3. Product Restrictions.

a. Unauthorized Uses of Products. Purchaser acknowledges that the applicable Documentation for IVD Consumables and Sequencing Consumables states that such Products are intended for single-use only. Further, IVD Software, IVD Consumables, and Sequencing Consumables have only been validated for use together with each other and with Hardware and Peripherals. Accordingly, and subject to applicable laws and regulations, Purchaser agrees to use (i) IVD Software only with IVD Consumables, Sequencing Consumables, Hardware, and Peripherals; (ii) IVD Consumables only with IVD Software, Sequencing Consumables, Hardware, and Peripherals; (iii) Sequencing Consumables only with IVD Software, IVD Consumables, Hardware, and Peripherals; and (iv) each IVD Consumable and Sequencing Consumable only one time. The limitations in (i)-(iv) in this paragraph do not apply if and to the extent the Documentation for the Product expressly states otherwise. Purchaser shall use the Products in accordance with their Documentation.

b. Unauthorized Sublicensing. Purchaser shall not sublicense Seller’s intellectual property rights, to any third party without Seller’s prior written consent. For the avoidance of doubt, Purchaser is not granted and shall not have any right to sublicense, expressly, implicitly, or due to patent exhaustion, any of Seller’s

intellectual property rights, including that embodied in the Products, to any third party, and Seller reserves to itself the exclusive rights to license or sublicense Seller's intellectual property rights to third parties.

c. Third Party Purchasers. If Purchaser sells, rents, leases, loans, transfers, assigns or otherwise disposes of the Products to a third party (a "Third Party Purchaser"), (i) for the avoidance of doubt, no license under Permitted Rights or any other license is granted by Seller to any Third Party Purchaser, and the Third Party Purchaser must separately obtain from Seller a license under Seller Intellectual Property Rights; (ii) Purchaser shall require that the Third Party Purchaser may only use and dispose of such Products consistent with the restrictions set forth in this Contract, including the restriction on use of the Products for an Excluded Use and this Section 3, and shall ensure that Seller is a third party beneficiary under the contract with the Third Party Purchaser; and (iii) any existing warranties under this Contract in respect of such Products shall immediately terminate and be of no further effect, unless Seller expressly agrees in writing to transfer to the Third Party Purchaser the benefit of such warranties for the remaining warranty period.

d. Marketing. Purchaser is solely responsible for marketing and promoting its use of the Products and may not make any reference to Seller, Seller's Affiliates, their trademarks, or their products or services in such marketing and promoting without Seller's prior written approval.

4. Regulatory. Purchaser agrees to comply with all applicable laws and regulations when using, maintaining, and disposing of the Products. Purchaser acknowledges and agrees that the Sequencing Consumables have not been subjected to any conformity assessment or other regulatory review or certified, approved or cleared by any conformity assessment body or other regulatory body in any country as medical devices or for any specific clinical application. Purchaser acknowledges and agrees that if Purchaser uses the Sequencing Consumables for a medical purpose, then Purchaser has sole responsibility for compliance with all applicable regulatory requirements, including obtaining and maintaining all necessary regulatory approvals, governing the use of the Sequencing Consumables for such purpose. If Seller reasonably determines that it is proper from a regulatory standpoint to discontinue sale of any Product to Purchaser and Seller makes available for purchase by Purchaser a product or combination of products that has a relevant regulatory status more appropriate for such application within the Intended Use, then Purchaser will transition to the use of that product or combination of products and cease using the applicable Product for that application within the Intended Use.

5. Limited Liability.

a. NEITHER PARTY LIMITS OR EXCLUDES ITS LIABILITY:

**(1) FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THAT OF ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS; OR
(2) FOR FRAUD OR FRAUDULENT MISREPRESENTATION; OR
(3) FOR BREACH OF ANY OBLIGATION AS TO TITLE IMPLIED BY STATUTE; OR
(4) FOR ANY OTHER ACT OR OMISSION, LIABILITY FOR WHICH MAY NOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW; OR
(5) WITH RESPECT TO ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.**

b. SUBJECT TO SECTION 5.a, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY AND/OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY, MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT) RESTITUTION, STRICT LIABILITY OR OTHERWISE, FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, INCLUDING IN RESPECT OF THE PRODUCTS SUPPLIED HEREUNDER (INCLUDING USE THEREOF) AND SUCH PARTY'S PERFORMANCE OR NON-PERFORMANCE.

c. SUBJECT TO SECTIONS 5.a AND 5.b, EACH PARTY'S TOTAL AND CUMULATIVE LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY), MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, INCLUDING IN RESPECT OF THE PRODUCTS SUPPLIED HEREUNDER (INCLUDING USE THEREOF) AND SUCH PARTY'S PERFORMANCE OR NON-PERFORMANCE, SHALL IN NO EVENT EXCEED THE TOTAL SUMS PAID BY PURCHASER FOR THE PRODUCTS UNDER THIS CONTRACT.

6. Limitations on Warranties. TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO THE EXPRESS PRODUCT WARRANTIES MADE IN THIS CONTRACT SELLER MAKES NO (AND EXPRESSLY DISCLAIMS ALL) WARRANTIES, CONDITIONS OR OTHER TERMS, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, THAT ANY PRODUCT WILL OPERATE IN CONJUNCTION WITH ANY ITEM OTHER THAN THOSE EXPRESSLY IDENTIFIED IN THE DOCUMENTATION AS BEING COMPATIBLE WITH PRODUCTS, OR THAT ANY SOFTWARE PRODUCT WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

7. Expiry Date; Single Lot Shipments; Kit Lot Testing for IVD Consumables and Sequencing Consumables. Seller shall use commercially reasonable endeavors to ensure that IVD Consumables and Sequencing Consumables shall have an expiry date that is no less than three months at the time of shipment. Expiry date will be pre-printed on the IVD Consumable and Sequencing Consumable packaging. Seller shall use commercially reasonable endeavors to ensure each shipment of a given IVD Consumable or Sequencing Consumable includes only such IVD Consumable or Sequencing Consumable, respectively, manufactured from the same lot. Seller shall use commercially reasonable endeavors to test each component reagent supplied under this Contract that comprises a given IVD Consumable or Sequencing Consumable, together with the other component reagents of that IVD Consumable or Sequencing Consumable, to ensure their functionality when used in accordance with the Documentation, unless sufficient data are available to demonstrate that a given component reagent, or component reagents, if quality tested independently, does not affect performance of the IVD Consumable or Sequencing Consumable, respectively. Seller shall provide a Certificate of Analysis for each lot of IVD Consumables and Sequencing Consumables sold to Purchaser.

8. Product Warranty. All warranties in this Contract are personal to the Purchaser and, subject to Section 3.c, may not be transferred or assigned to a third party, including an Affiliate of Purchaser. The warranties described in this Contract exclude any stand-alone third party goods that may be acquired or used with the Products.

a. Warranty for IVD Consumables and Sequencing Consumables. Seller warrants that IVD Consumables and Sequencing Consumables will conform to the applicable technical specifications set forth in the Documentation therefor until the later of (i) 6 months from the date of shipment from Seller, or (ii) any expiration date or the end of the shelf-life pre-printed on such IVD Consumables or Sequencing Consumables, respectively, by Seller, but in either event, no later than 12 months from the date of shipment.

b. Warranty for IVD Software and Server. Seller warrants that IVD Software (including server hardware on which the IVD Software is supplied) will conform to the applicable technical specifications set forth in the Documentation therefor for a period of 12 months after its shipment date from Seller.

c. Exclusions from Warranty Coverage. The foregoing warranties do not apply to the extent a non-conformance is due to (i) abuse, misuse, neglect, negligence, accident, improper storage, fair wear and tear, or use contrary to the applicable Documentation or other breach of any term of this Contract by Purchaser, (ii) improper use or handling (including use or handling by any Purchaser personnel who have not been Trained), installation, maintenance, or repair (other than if performed by Seller's personnel), (iii) unauthorized modification, (iv) force majeure events, (v) use of (1) non-Seller-branded Hardware with IVD Software, and/or (2) reagents or consumables with IVD Software other than Sequencing Consumables and IVD Consumables, and/or (3) non-Seller-branded Hardware or non-Seller-branded software with the IVD Consumables or Sequencing Consumables (except, in each case (1)-(3), as may be required under the relevant Product Documentation) or (vi) use of IVD Consumables or IVD Software without Sequencing Consumables or Peripherals that may be set forth under the relevant Product Documentation.

d. Training Warranty. Seller warrants that any Training will be provided using reasonable care and skill.

e. Procedure for Warranty Coverage. In order to be eligible for repair or replacement under the foregoing warranties Purchaser must (i) promptly contact Seller's support department to report the non-conformance, (ii) cooperate with Seller in confirming or diagnosing the non-conformance, and (iii) return the Product, transportation charges prepaid to Seller following Seller's instructions or, if agreed by Seller and Purchaser, grant Seller's authorized repair personnel access to the Product in order to confirm the non-conformance and make repairs.

f. Sole Remedy under Warranty. Seller will, at its option, repair or replace (or in the case of Training, re-deliver) non-conforming Product that is covered by this warranty, provided that Seller can reasonably identify and confirm such nonconformance. The terms of this Contract shall apply to any repaired or replaced Products. The preceding terms of this Section 8 state Purchaser's sole remedy and Seller's sole liability and obligations in respect of a Product's failure to comply with the warranties set forth in this Section 8.

9. Indemnification.

a. Infringement Indemnification by Seller. Subject to the terms of this

Contract, including Sections 9.b and 9.d, Seller shall (i) defend, indemnify and hold harmless Purchaser against any third-party claim or action alleging that a Product when used for the specific Intended Use set forth in its Documentation, in accordance with the terms of this Contract (including in accordance with such Product's Documentation), infringes the valid and enforceable intellectual property rights of a third party, and (ii) pay all settlements entered into by, and all final judgments and costs (including reasonable lawyers' fees) awarded against Purchaser in connection with such infringement claim. If a Product or any part thereof, becomes, or in Seller's opinion may become, the subject of an infringement claim, Seller shall have the right, at its option, to (A) procure for Purchaser the right to continue using the Product, (B) modify or replace the Product with a substantially equivalent non-infringing substitute, or (C) require the return of the Product and terminate the rights, license, and any other permissions provided to Purchaser with respect to the Product and refund to Purchaser the depreciated value (as shown in Purchaser's official records) of the returned Product at the time of such return; provided that no refund will be given for used-up or expired IVD Consumables or Sequencing Consumables. This Section states the entire liability of Seller for any infringement of third party intellectual property rights.

b. Exclusions to Seller Indemnification Obligations. For the avoidance of doubt, Seller has no obligation to defend, indemnify or hold harmless Purchaser for any infringement claim to the extent such infringement arises from: (i) use of the Product in any manner not in accordance with this Contract, including any use of the Product other than for the specific Intended Use set forth in its Documentation, or otherwise not in accordance with or outside of its Documentation, (ii) use of the Product in combination with any other products, materials, or services not supplied or authorized by Seller in the relevant Product Documentation, (iii) use of the Product to perform any assay or other process not supplied or authorized by Seller, (iv) Seller's compliance with specifications or instructions for such Product furnished by, or on behalf of, Purchaser, (v) Purchaser's breach of any term of this Contract, (vi) use of stand-alone third party goods that may be acquired or used with the Products, or (vii) the use of the Products in any manner not in accordance with the Intended Use and this Contract (including Documentation) that requires rights to intellectual property rights owned by third parties (each of (i) – (vii), an “**Excluded Claim**”).

c. Indemnification by Purchaser. Subject to Section 9.d, Purchaser shall defend, indemnify and hold harmless Seller, its Affiliates, their non-Affiliate collaborators and development partners that contributed to the development of the Product, and their respective officers, directors, representatives and employees against any claims, liabilities, damages, fines, penalties, causes of action, and losses of any and every kind, including personal injury or death claims, and infringement of a third party's intellectual property rights, resulting from, relating to, or arising out of any Excluded Claim.

d. Conditions to Indemnification Obligations. The parties' indemnification obligations under this Contract are conditioned upon the party seeking indemnification (i) promptly notifying the other party in writing of such claim or action, (ii) giving the other party exclusive control and authority over the defense and settlement of such claim or action, (iii) not admitting infringement of any intellectual property right without prior written consent of the other party, (iv) not entering into any settlement or compromise of any such claim or action without the other party's prior written consent, not to be unreasonably withheld or delayed, and (v) providing reasonable assistance to the other party in the defense of the claim or action; provided that, the party reimburses the indemnified party for its reasonable out-of-pocket expenses incurred in providing such assistance.

10. Discontinuation/Changes to Consumable Kits. Purchaser acknowledges and agrees that any Product may be phased out of production and no longer available, and/or there may be a new, reconfigured, or repackaged version of a Consumable Kit that embodies a material change to form, fit or function of such Product (“**Changed Consumable Kit**”). To the extent Seller is aware that Purchaser has purchased affected Consumable Kits within the nine month period prior to the Discontinuation Date or change, Seller will use commercially reasonable endeavors to notify Purchaser of the discontinuation or change and will make the Changed Consumable Kits available no later than six months prior to the date that the original Consumable Kit is discontinued (“**Discontinuation Date**”). Upon Purchaser request, Seller may in good faith provide a reasonable quantity of Changed Consumable Kits free of charge to facilitate Purchaser's validation efforts in support of the change. Use of Changed Consumable Kits is subject to these terms and conditions. Seller will use commercially reasonable endeavors to honor accepted Purchase Orders for shipments of affected Consumable Kits, provided such shipments are scheduled no later than 30 days after the Discontinuation Date.

11. Payment Terms.

a. Fees; Interest. If payment is made by wire or other electronic funds transfer, Purchaser is solely responsible for any bank or other fees charged, and will reimburse Seller for any such fees. If any payment is not made by the due date Seller may exercise all rights and remedies available by law, including suspending performance. Purchaser shall pay for all costs (including reasonable lawyers' fees) incurred by Seller in connection with the collection of late payments. Any amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum amount allowed by law, if lower.

b. Payment per Invoice. For Products other than Training, Seller will invoice upon shipment. For Training, Seller will invoice on acceptance by Seller of the Purchase Order for such Training pursuant to Section 15.a. Purchaser shall pay to Seller the total amount of each invoice within 30 days of the date of the invoice. Purchaser shall pay all invoiced amounts in the currency found on the invoice. Each Purchase Order is a separate, independent transaction, and Purchaser has no right of set-off against other purchase orders or other transactions with Seller. Seller will determine payment terms on a per-Purchase Order basis and may modify credit terms in its discretion.

12. Shipping Terms; Title and Risk of Loss. Unless otherwise set forth in writing by Seller or otherwise agreed between the parties, all shipments are made DDP (Incoterms 2020) at the address designated by Purchaser at the time of ordering and Purchaser is responsible for freight and insurance which will be added to the invoice and paid by Purchaser. Title (except for IVD Software and third-party software) and risk of loss transfers to Purchaser when the Product is made available at such address; provided, however, if Purchaser requires shipment of Product by means of Purchaser's selected carrier, risk of loss transfers to Purchaser when the Product is delivered to Purchaser's selected carrier.

13. Provision of IVD Software; Documentation; Training. Seller shall provide IVD Software on server hardware purchased by Purchaser from Seller. Seller may provide Documentation with each Product at time of shipment or electronically. Purchaser shall not copy or transfer the IVD Software from the server hardware supplied by Seller without Seller's prior written consent. With respect to any Training ordered by Customer in a Purchase Order, Seller shall provide up to fifty (50) hours of Training at such times to be agreed between the Seller and Purchaser. Any additional Training requested by Purchaser shall be the subject of a separate Purchase Order, at additional charge, and separately contracted for by Seller and Purchaser.

14. Taxes. Purchaser agrees that any applicable sales, use, excise, VAT (value added tax), GST (goods and services tax), withholding or other taxes will be calculated based on both the tax rates in effect on the date of shipment and the ship to address for the Product. Tax amounts listed on a quotation, if any, are for reference purposes only and are not binding on Seller. All prices and other amounts payable to Seller are exclusive of and are payable without deduction for any taxes, customs duties, tariffs or other charges to the extent claimed or imposed by any governmental authority in connection with the manufacture, sourcing, shipment or sale of the Product, all of which will be passed through to and paid by Purchaser. In the event Seller is required by law or regulation to pay any such tax, duty, tariff or other charge, such amount will be added to the purchase price of the Product and invoiced to and paid by the Purchaser.

15. Purchase Orders.

a. Form and Content of Purchase Orders. Purchaser shall order the Products using written purchase orders submitted under and in accordance with these terms and conditions (“**Purchase Order(s)**”). Purchase Orders shall state, at a minimum, the catalogue number, the Quotation number, the quantity ordered, price, requested delivery date, and address for delivery. All Purchase Orders shall be sent to the attention of Illumina Customer Solutions. The requested delivery date shall not be less than 30 days after acceptance by Seller of the Purchase Order. Acceptance of a Purchase Order occurs when Seller provides Purchaser a written sales order confirmation. Each Purchase Order constitutes a separate offer by Purchaser to purchase the applicable Products in accordance with the terms of this Contract, which Seller shall be free to accept or decline at its absolute discretion. Purchaser is responsible for ensuring that the terms of the Purchase Order are complete and accurate. Any quotation for the Products given by Seller shall not constitute an offer. Seller reserves the right to amend the technical specifications of a Product if required by any applicable legal or regulatory requirements.

b. Purchase Order Changes/Cancellations. Purchaser may not change or cancel a Purchase Order once placed.

16. Term and termination.

a. Term. Unless terminated earlier in accordance with its terms, this Contract shall commence on the Effective Date and shall continue in force (i) until the expiry date as stated in the Quotation, or, if no expiry date is stated in the Quotation, (ii) for a period expiring on the first occurrence of 31 March following the Effective Date.

b. Termination. Without limiting any of its other rights or remedies, either party may terminate this Contract with immediate effect on written notice to the other party if (a) there is a material breach of this Contract by the other party, and, where such breach is capable of being remedied, such breach is not remedied by the other party within 30 days of such written notice, or (b) the other party (i) suspends or threatens to suspend (1) payment of its debts or is unable to pay its debts as they fall due or (2) all or a substantial part of its business, (ii) becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) is the subject of any event or proceeding in any jurisdiction to which the other party is subject that has an equivalent or similar effect to any of the events set forth in the foregoing sub-paragraphs (i) and (ii).

c. Consequences. On termination or expiry of this Contract for any reason (x) Purchaser shall immediately pay to Seller all of Seller's outstanding unpaid invoices and interest; (y) Sections 1, 2, 3, 4, 5, 6, 8 (for the remainder of any surviving warranty period), 9, 10, 14, 15.b, 16.c, and 17, and terms which expressly or by implication have effect after termination shall continue in full force and effect; and (z) the parties' rights and remedies that have accrued as at the termination or expiry shall be affected.

17. General.

a. Whole agreement. This Contract exclusively governs the ordering, purchase, supply, and use of the Product, to the exclusion of any other terms that Purchaser seeks to incorporate or impose, or which are implied by trade, custom, practice or course of dealing. Seller's failure to object to any such terms that Purchaser may seek to incorporate or impose shall not constitute a waiver by Seller, nor constitute acceptance by Seller of such terms. Any samples, drawings, descriptive matter, or advertising produced by Seller and any descriptions or illustrations contained in Seller's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of this Contract or have any contractual force. This Contract represents the entire agreement between the parties regarding the subject matter hereof and supersedes all prior discussions, communications, agreements, and understandings of any kind between the parties. Purchaser agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set forth in this Contract. Subject to Section 5.a, Purchaser agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

b. Governing Law. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Seller and Purchaser agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. Incoterms 2010 shall apply where specified but where they conflict with this Contract, this Contract shall prevail.

c. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

d. Representations and Warranties of Purchaser; Resale. Purchaser acknowledges and agrees that Purchaser is not an authorized dealer, representative, reseller, or distributor of any of Seller's, or its Affiliates', products or services. Purchaser represents and warrants that it is purchasing the Products on behalf of itself and not on behalf of a third party and agrees not to (i) actively resell or distribute the Products to a third party; or (ii) export the Products from the country to which Seller shipped the Products pursuant to the ship-to address designated by Purchaser at the time of ordering ("Ship-to Country") or, if the Ship-to Country is an EEA member state or Switzerland, export the Products outside the EEA and Switzerland.

e. Seller Remedies for Breach. In addition to, and without limiting, any other rights or remedies of Seller specified elsewhere in this Contract, or any other rights or remedies available to Seller under law or in equity, Seller may on written notice to Purchaser with immediate effect do any, all, or any combination of the following in the event Purchaser breaches any term of this Contract: (i) cease performance, including cease further shipments of the Product, (ii) terminate the rights granted to Purchaser pursuant to Section 2, and (iii) terminate any remaining product warranty for the affected Products.

f. Future Products. Purchaser acknowledges and agrees that any products and/or services that may be made available by Seller after the date of this Contract ("Future Products") are subject to new part numbers, pricing, and specifications and that Purchaser's acquisition of the Products hereunder is not in reliance on the availability of any Future Products.

g. Seller Affiliates. Any actions or rights that may be performed or exercised by Seller hereunder may be performed or exercised by Seller itself or by any of its Affiliates. By way of non-limiting example, Seller's Affiliates may carry out shipment, servicing, invoicing and receipt of payment. Seller's Affiliates may enforce any term of this Contract against Purchaser.

h. Force Majeure. Seller is not responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God, fire, flood, tornado, earthquake, hurricane, lightning, government actions, actual or threatened acts of war, terrorism, civil disturbance or insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by Seller's suppliers or subcontractors, transportation difficulties, shortage of energy, raw materials or equipment, or Purchaser's fault or negligence. In the event of any such delay the delivery date shall be deferred for a period equal to the time lost by reason of the delay.

i. Notices. Any notice required or permitted shall be in writing and in English and shall be deemed received when (i) delivered personally; (ii) 5 days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or 10 days for international mail); or (iii) 1 day after deposit with a commercial express courier that provides written verification of receipt.

j. Assignment. Purchaser may not assign, transfer, mortgage, charge, subcontract or deal in any other manner with this Contract or any of its rights or obligations hereunder, whether voluntary, by operation of law or otherwise, without the prior written consent of Seller; provided that, only notice to Seller and no consent shall be required for any assignment in connection with any merger, acquisition or the sale of all or substantially all of the stock or assets of Purchaser to a party that (i) agrees in writing to be bound by this Contract, and (ii) is not a competitor of Seller or any of Seller's business units or Seller's Affiliates. Seller may assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of this Contract or any of its rights or obligations hereunder, including the right to payments. Any assignment or transfer made by Purchaser in contravention of the terms hereof shall be null and void. Subject to the foregoing, this Contract shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

k. Seller Information. Purchaser acknowledges and agrees that all information, whether written or not, provided during Training (i) is the confidential information of Seller and/or its Affiliates regardless of whether they have been marked or otherwise identified as confidential or proprietary, (ii) are trade secrets of Seller and its Affiliates, and (iii) are subject to an indefinite period of confidentiality regardless of anything to the contrary and Purchaser shall not use any such information other than as reasonably necessary for use of the Products under this Contract or disclose such information to any third party, excluding in each case any information that Purchaser can demonstrate is already in, or comes into, the public domain other than through Purchaser's unauthorized disclosure. Purchaser may not disclose any financial terms of this transaction to any third party without the prior written consent of the Seller, except as (and only to the extent) required by securities or other applicable law. Purchaser grants to Seller a non-exclusive, fully paid-up, royalty-free, worldwide, irrevocable, non-terminable, perpetual right and license, with the right to sublicense through multiple tiers, to commercially exploit and otherwise use in any manner suggestions, ideas, improvements, comments and other information provided by Purchaser to Seller related to the Products and all intellectual property rights therein.

l. Export Compliance. Purchaser acknowledges that the Products, any related technology, or information provided to Purchaser may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder (or the export regulations and laws of another country). Notwithstanding anything to the contrary in this Contract, Purchaser agrees not to use the Products in, or export or re-export the Products, any related technology, or information provided to Purchaser into, any country or to any person or entity, or in any manner, in violation of such controls or any other laws, rules or regulations of any country, state or jurisdiction.

m. Healthcare Law Compliance. Purchaser acknowledges and agrees that as a healthcare company, Seller, and Seller's Affiliates, may be required by applicable law and regulation (e.g., the U.S. Sunshine Act, and state and foreign equivalents) ("Healthcare Laws") to disclose the existence of this Contract, the terms of this Contract including financial terms, and the subject matter. Seller agrees it, and its Affiliates, will use commercially reasonable endeavors to limit disclosure of any information of Purchaser when complying with such Healthcare Laws.

n. Miscellaneous. Except as set forth in this Contract, no amendment to this Contract will be effective unless made in a writing signed by Seller. If any provision is held invalid or unenforceable, such provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties, and the remaining terms will continue in full force and effect. A waiver of any right or remedy under this Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. Nothing herein shall constitute or create a joint venture, partnership, or any other similar arrangement between the parties. Other than as set forth at Section 17.g, any person who is not a party to this Contract shall not have any rights to enforce its terms.