

**Title: Product End-of-Life Policy**

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<b>Document Owner Function:</b> Product Marketing	<b>Quality Manual Section:</b> N/A

## Purpose/Scope

This Product End-of-Life Policy covers products that Illumina no longer plans to sell and that are designated as End-of-Sale (“EOS”) and / or End-of-Service-Life (“EOSL”). The Policy provides key End-of-Life milestones and specifies levels of Service and Support for End-of-Life products.

## Definitions

Term	Definition
Billable Services	Services provided on a labor, travel, and materials cost basis.
Consumables	Non-durable products consumed as part of their intended use (e.g., instrument reagents, flow cells, library preparation kits).
Discontinued Product	A product that Illumina no longer sells. Illumina may offer some level of ongoing support for Discontinued Products as described in this policy (or at its sole discretion).
End-of-Development Software	A software for which Illumina has stopped further development to introduce enhancements. Illumina will continue to provide corrective maintenance and technical support until Software End-of-Life date.
End-of-Life (EOL) Process	The process by which Illumina takes an on-market product through obsolescence to deprecation.
End-of-Sale (EOS) Date	Last day Illumina will take orders of a certain product.
End-of-Service Life (EOSL) Date	The last day Illumina will provide Service and Support for the product.
Instrument	Illumina branded field asset; a durable, top-level unit (e.g., MiSeq™, NextSeq™, NovaSeq™, iScan™).
Last Ship Date	Last day Illumina will ship a certain product.
Leased Instrument	An Illumina instrument that currently is under lease from a third party that provides financing for instruments sold by Illumina.
Obsolesced Product	A product that is no longer sold or supported.
Product Notification (PXN)	A customer-facing communication regarding products that may include dates related to EOS, Last Shipment, and EOSL. Examples of this notification are Product Change Notifications (PCN), Product Obsolescence Notification (PON), or Customer Courtesy Notification (CCN).

Term	Definition
Services	Repairs and maintenance provided under a service contract or as Billable Services.
Software	Means: (a) an Illumina proprietary software program; (b) all releases; (c) the licensed third-party software incorporated in Illumina's proprietary software; (d) the respective software documentation; and (e) any modifications to, extracts from, derivative works of, or collective works including, any of the items described in (a), (b), (c) and (d).
Support	Technical support, software updates, and sale of Instrument Consumables.

## References

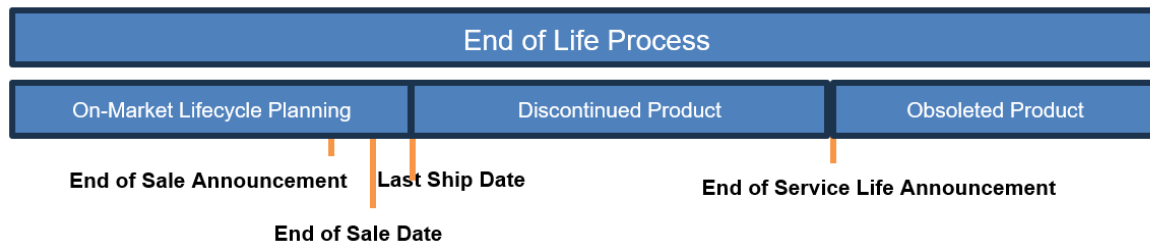
Reference	Location
Product Security Guidelines	<a href="#">Security and Networking Webpage</a>

# Policy

## 1 Policy Statement

The End-of-Life (EOL) process is the formal retirement process for a specific product and describes Service and Support from when instrument hardware, chemistry kits, software, or services are discontinued (no longer sold) to obsoleted (no longer supported). The EOL process generally begins with a product notification with details related to EOS and / or the EOSL.

The figure below depicts the illustrative relationship among key milestones; however, it does not represent the time between them.



Products reach the end of their product life cycle for many reasons, including evolving market demands, technology innovations, manufacturing capabilities, component availability, availability of consumables, and product replacement. Additionally, the high overhead costs involved with developing, manufacturing, inventorying, and supporting products are a factor in end-of-life planning. Illumina is committed to offering the highest-quality products, which sometimes requires streamlining its portfolio.

Illumina understands that, when a product reaches its end-of-life stage, customers may have concerns as to how the product will be supported. This policy provides customers with an explanation of the End-of-Life processes for Illumina's products. For the reasons stated above, Illumina may place any product into the End-of-Life process at any time. Illumina will use commercially reasonable efforts to follow the standard policy outlined below but may elect to accelerate or modify the process for specific products.

## 2 Typical End-of-Life Milestones and Communication

Illumina will provide notice to its customers that a product is reaching its End-of-Life or one of the End-of-Life milestones listed below via a product notification. The End-of-Life information will include an End-of-Life date and is generally made available on the Illumina website ([www.illumina.com](http://www.illumina.com)).

During the End-of-Life period (the time between the End-of-Sale notice and the End-of-Service-Life date), Illumina will use commercially reasonable efforts to continue to provide Service and Support for the End-of-Life product. In cases of limited supply, Illumina may elect to allocate at its discretion.

- **End-of-Sale Notice:** Illumina will provide notice to its customers that it intends to discontinue sales of a product as of a specific Last Ship date.
- **Last Ship Date:** After this date, End-of-Sale products will not be available for purchase. The Last Ship date typically will be two (2) to six (6) months after the End-of-Sale notice for Research Use Only (RUO) instruments and a minimum of six (6) months after the End-of-Sale notice for Diagnostic (Dx) instruments. Illumina may continue to accept orders if it has stock of such products and if it is commercially viable to do so. Such offers will only be made in accordance with either this End-of-Life policy or such other terms as Illumina may advise the customer.
- **End-of-Service-Life (EOSL) Date (also called End-of-Life Date):** Illumina will continue to provide Service and Support for End-of-Life products through the End-of-Service-Life date. After this date, Illumina will not provide Service or Support for the End-of-Life product.

Illumina may provide critical bug and cybersecurity patches for instrument software that are in their EOL period, though feature enhancements may not be provided.

For a sequencing instrument that is within its End-of-Life period, Illumina should continue to supply and support Instrument Consumables for the platform through the End-of-Life period. However, if demand is low and/or availability of materials is limited, Illumina may discontinue any individual Instrument Consumable kit(s) at any time before the End-of-Service-Life date. In such circumstances, Illumina will notify customers of the impacted Instrument Consumable kit(s).

For instruments, consumables, and library prep kits, the End-of-Service Life date typically will be five (5) years after the End-of-Life notice date for RUO and Dx instruments but may be shorter if deemed appropriate. Illumina may extend the End-of-Service-Life date in its sole discretion on a case-by-case basis if it is commercially viable to do so. Service contract offers are subject to price increases from the End-of-Life notice date. Illumina will prioritize Service to customers with valid service contracts. Service contracts generally may be renewed at any time up to twelve (12) months before the End-of-Service-Life date, so long as there is no lapse in coverage. Service contracts that have not been renewed or have lapsed are not renewable. All service contracts will expire at the end of business on the End-of-Service-Life date and will not be valid thereafter. If a service contract ends after the End-of-Service-Life date, Illumina will prorate the contract and provide credit for any remaining balance upon request.

Illumina will use commercially reasonable efforts to provide spares or replacement parts for instruments in the End-of-Life period, as required. However, Illumina cannot guarantee the availability or lead time for the supply of replacement parts. If an instrument cannot be repaired, Illumina will prorate the cost of the current associated service contract (if applicable) from the problem report date and credit any remaining balance towards other Illumina products and/or services. All technical support will expire at the end of business on the End-of-Service-Life date.

### 3 Illumina Software

After the End-of-Life date, Illumina will not provide any maintenance and support for the obsolesced software version. Illumina will not release any maintenance releases to correct errors and will not provide any updates of the knowledgebases (if applicable). Illumina technical support is committed only to address questions related to the transition from an obsolesced software version to the new software version.

Generally, software updates specifically for instrument hardware will be available during the End-of-Life period; however, Illumina does not commit to providing additional software releases for an obsolesced instrument and does not guarantee that future software releases will be compatible with obsolesced instruments.

For cloud software, Illumina will limit or remove access to the End-of-Life version. Documentation associated with the End-of-Life version will continue to be accessible for at least 2 years. Illumina may extend the End-of-Life date in its sole discretion on a case-by-case basis if it is commercially viable and necessary.

*Software as Part of a Solution:* If an Illumina software is linked to another product and is critical for its function, for example, a software supporting data analysis for a specific reagent kit (e.g., TruSight Oncology 500) or software enabling key functions of an instrument (e.g., run management software for NextSeq™), the software End-of-Sale and End-of-Life dates will typically match the corresponding dates for the reagent kit or the instrument, unless otherwise communicated by Illumina. A software may be retired before the End-of-Life date of the assay or the instrument if a new software product is released addressing the same needed functionality.

When Illumina plans to stop further development of a software, an End-of-Development phase can be announced. During the period, Illumina only provides maintenance releases to address errors but does not introduce new enhancements. If announced, the End-of-Development period usually occurs before the End-of-Life Notice and may coincide with the introduction of a new product.

#### 4 Pre-Owned End-of-Sale/End-of-Life Instruments

Illumina instruments that are End-of-Sale or End-of-Life generally are not eligible for Support or Services upon resale, except by approval of the Regional General Manager. Approval will only be granted in extraordinary circumstances.

Pre-owned End-of-Sale or End-of-Life instruments are not eligible for service contracts, except (1) when the resale involves only a legal transfer of title and does not involve physical relocation of the instrument (e.g. when a lessee buys out a Leased Instrument and does not physically move the instrument, or when the transferor is in bankruptcy and the instrument remains in the same physical location); or (2) the instrument is transferred in connection with the acquisition of a company (or division of a company) or a merger between two companies.

In evaluating requests to provide Billable Services and Instrument Consumables for pre-owned End-of-Sale or End-of-Life instruments, Illumina may consider criteria including, but not limited to: the model, age and condition of the pre-owned instrument; availability of replacement parts; the region(s) where the seller and the buyer are located; the seller's compliance with Illumina's terms and conditions; customer purchase volumes; existing install base at the customer site; the business need for the instrument; whether the transfer involves only a legal transfer of title and does not involve physical relocation of the instrument (e.g., when a lessee buys out a Leased Instrument or when the instrument is purchased as part of a bankruptcy action); whether the instrument was purchased in connection with the acquisition of a company (or division of a company) or a merger between two companies; and/or local laws and regulations. Illumina will not refuse to support an instrument solely because it was the subject of a third-party resale.

Upon approval, Illumina will use commercially reasonable efforts to provide Billable Services and Instrument Consumables for pre-owned End-of-Sale or End-of-Life instruments through the End-of-Service-Life date. Billable Services and Instrument Consumables may not be available depending on the availability of components and other factors. Billable Services may be subject to price increases from the End-of-Life Notice date. Illumina reserves the right to prioritize service of instruments under service contract. Illumina does not guarantee that a pre-owned End-of-Sale or End-of-Life instrument can be restored to operability.

Before purchasing a pre-owned instrument from or selling a pre-owned instrument to a third party, be sure to check with your local Illumina sales rep to ensure the instrument is currently on the active price list. In addition, product-specific End-of-Sale/End-of-Life information typically is posted on the product page on Illumina's website ([www.illumina.com](http://www.illumina.com)).

## Release History

Version	Release Reference #	Description of Change
00	ER 1039308	Initial Release
01	CN 1107421	Expanded scope of document to include all products, including Software. Cleaned up terminology to align with terms in use, e.g., End-of-Life vs End-of-Service-Life. Added References section and included cybersecurity guidelines.