

## Terms and Conditions of Sale—VERISEQ NIPT

**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 Seller for purposes of this Contract. “**Collection Territory**” means worldwide unless prohibited by a country’s law, rule, or regulation. “**Consumable Kit(s)**” means individual boxes containing Consumables. “**Consumables**” means VeriSeq Consumables and Sequencing Consumables. “**Consent**” means the written consent from Purchaser with respect to these terms and conditions. “**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 Consent 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. “**Effective Date**” means the effective date of this Contract as stated in the Consent. “**Excluded Use**” has the meaning set forth in Section 2. “**Facility**” means a facility 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. “**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 VeriSeq Software, Consumables, and/or Training set forth in the Consent. “**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 VeriSeq Software and VeriSeq Consumables. “**Purchaser**” means the person or entity acquiring the Products from Seller. “**Purchaser Use**” means research involving, human samples with Purchaser’s internal laboratory test performed and validated by Purchaser, using VeriSeq Consumables, Sequencing Consumables, and VeriSeq Software in the Facility and strictly in accordance with Documentation, wherein the testing is for the detection of over or under representation of chromosomes 13, 18, 21, X, or Y 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 testing for the purposes of (i) promoting sex selection followed by gender-specific abortion without a medical reason, (ii) gender determination for social or lifestyle purposes, or (iii) any diagnostic or clinical purposes, or screening for a disease or other conditions. “**Seller**” means Illumina K.K. “**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 Purchaser Use. “**Sequencing Consumables**” means Seller-branded reagents and consumable items as identified in the Consent that are

designated with the prefix “TG” in their catalogue number or product name and directed for on-instrument use in nucleic acid sequencing. “**Training**” means technical training provided by Seller to Purchaser for the VeriSeq Software and Protocols as specified in the Consent, and “**Trained**”, with respect to an individual, shall mean that such individual has received all Training as determined by Seller. “**VeriSeq Consumables**” means Seller-branded reagents and consumable items as specified in the Consent with the catalogue number TG-190-1001 or TG-190-1002. “**VeriSeq Software**” means Seller-branded software, including updates and upgrades provided by Seller, as specified in the Consent that is pre-installed on server hardware and is designed and directed for use with VeriSeq Consumables for Purchaser Use.

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 Consent, and/or the Documentation, the conflict shall be resolved in accordance with the following order of precedence: (1) the Consent; (2) these terms and conditions; 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; Reporting**

**a. Rights to Products upon Purchase.** Subject to the terms of this Contract, with respect to each item of VeriSeq Software and each VeriSeq Consumable 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 VeriSeq Software with Hardware, VeriSeq Consumables, Sequencing Consumables, and Peripherals, only as necessary for Purchaser Use in Purchaser’s Facility, (ii) such VeriSeq Consumable with Hardware, VeriSeq Software, Sequencing Consumables, and Peripherals, only as necessary (and therefore such license shall terminate once such VeriSeq Consumable has been used) for Purchaser Use in Purchaser’s Facility ((i) - (ii) 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 VeriSeq Software or VeriSeq Consumables for any purpose other than the Purchaser Use, or for any diagnostic or clinical purposes, (c) re-use a previously used 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 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 VeriSeq Software or VeriSeq Consumables in any manner or for any purpose other than Purchaser 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 VeriSeq Software supplied under this Contract are licensed, not sold, and may be subject to additional terms found in the VeriSeq 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 Purchaser Use.

**b. Reporting Requirement.** Purchaser shall, within thirty (30) days after the end of every calendar quarter during which Products purchased under this Contract are used, provide a written report to Seller that describes the tests for which the Products were used, and states the number of samples tested (and reported to a doctor, other authorized person or referring laboratory) using Products for Purchaser Use in such calendar quarter. Such report shall identify the country in which such test was performed and the country from which the sample originated.

### **3. Product Restrictions.**

**a. Unauthorized Uses of Products.** Purchaser acknowledges that the applicable Documentation for Consumables states that such Products are intended for single-use only. Further, VeriSeq Software and VeriSeq Consumables have only been validated for use together with each other and with Sequencing Consumables, Hardware, and Peripherals. Accordingly, and subject to applicable laws and regulations, Purchaser agrees to use (i) VeriSeq Software only with VeriSeq Consumables, Sequencing Consumables, Hardware, and Peripherals; (ii) VeriSeq Consumables only with VeriSeq Software, Sequencing Consumables, Hardware, and Peripherals, and (iii) each Consumable only one time. The limitations in (i)-(iii) 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 may directly claim against the Third Party Purchaser for any breach or violation of this Contract and/or the contract between Purchaser and Third Party Purchaser; (iii) any existing warranties made by Seller 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; and (iv) any existing indemnification obligations of Seller under this Contract in respect of such Products shall immediately terminate and be of no further effect.

**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.** The Products are labeled with a For Research Use Only, or similar labeling statement and are not approved for use in diagnostic procedures. Purchaser acknowledges that (i) the Products have not been approved by any regulatory entity for any specific intended use, whether research, commercial, diagnostic, or otherwise, and (ii) Purchaser must ensure it has any regulatory approvals that are necessary for Purchaser’s intended uses of the Products. Purchaser shall promptly disclose to Seller any communication that it makes to or receives from a government body, agency, or other regulatory or accrediting body pertaining to the Products or Purchaser’s use of the Products. Purchaser shall comply with all applicable laws and regulations when using, maintaining, and disposing of Products. In the event a Product becomes certified, approved, or cleared by a regulatory agency, then the Product may be subject to additional terms and conditions related to products of that type (e.g., products labeled for an approved diagnostic use), and Purchaser agrees to abide by any such terms and conditions. If Seller reasonably determines that it is necessary 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, then Purchaser will transition to the use of that product or combination of products and cease using the applicable Product for that application. To the extent permitted under applicable law, Seller will honor purchase orders for the Products that were accepted prior to such discontinuation.

## **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 WILFUL INTENT OR GROSS NEGLIGENCE, OR 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.** Seller shall use commercially reasonable endeavors to ensure that Consumables shall have an expiry date that is no less than six (6) months at the time of shipment. Expiry date will be pre-printed on the Consumable packaging. Seller shall use commercially

reasonable endeavors to ensure each shipment of a given Consumable includes only such 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 Consumable, together with the other component reagents of that Consumable, to ensure their functionality, 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 Consumable. Seller shall provide a Certificate of Analysis for each lot of 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 Consumables.** Seller warrants that Consumables will conform to the applicable technical specifications set forth in the Documentation therefor until the later of (i) six (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 Consumables by Seller, but in either event, no later than twelve (12) months from the date of shipment.

**b. Warranty for VeriSeq Software and Server.** Seller warrants that VeriSeq Software (including server hardware on which the VeriSeq Software is supplied) will conform to the applicable technical specifications set forth in the Documentation therefor for a period of twelve (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 VeriSeq Software, and/or (2) reagents or consumables with VeriSeq Software other than Consumables, and/or (3) non-Seller-branded hardware or non-Seller-branded software with Consumables (except, in each case (1)-(3), as may be required under the relevant Product Documentation) or (vi) use of VeriSeq Consumables or VeriSeq 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 after discovery of non-conformance and in any event within thirty (30) days of discovery of non-conformance, 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 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 Purchaser Use and 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 authorized 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 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 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 Purchaser Use or 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 Purchaser 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 Consumable Kit with respect to its technical specifications identified on Seller's Certificate of Analysis for such Consumable Kit ("**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 (6) 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.

**11. Title and Risk of Loss.** Title (except for software) and risk of loss transfers to Purchaser on the date indicated in the proof of delivery specified by Seller.

**12. Provision of Software; Documentation; Training.** Seller shall provide VeriSeq 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 VeriSeq Software from the server hardware supplied by Seller without Seller's prior written consent. With respect to any Training ordered by Customer, 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 at additional charge and separately contracted for by Seller and Purchaser.

**13. 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 Consent, or, if no expiry date is stated in the Consent, (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 thirty (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, 13.c, and 14, 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 termination or expiry shall not be affected.

#### **14. 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. The 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, the 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 laws of Japan, and Seller and Purchaser agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

**c. 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 Japan.

**d. 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.

**e. 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.

**f. 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 after being added as a party to this Contract.

**g. 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.

**h. Notices.** Any notice required or permitted shall be in writing sent to Seller's Legal Department. A notice shall be deemed received when (i) delivered personally; (ii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or ten (10) days for international mail); or (iii) one (1) day after deposit with a commercial express courier that provides written verification of receipt.

**i. 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.

**j. 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.

**k. 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.

**l. 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 or company rules and policies (e.g., the U.S. Sunshine Act, and state and foreign equivalents, the Clinical Trials Act of Japan, and the Transparency Guidelines of the Japan Federation of Medical Devices Associations and Japan Association of Clinical Reagents Industries) to disclose the existence of this Contract, the terms of this Contract including financial terms, and the subject matter. Purchaser shall, upon request, promptly provide Seller with such information as are necessary to make such disclosure.

**m. Miscellaneous.** These terms and conditions may be amended by Seller from time to time at its sole discretion with prior notice by way of a notice on the Seller's website, by e-mail, or in writing. Such amendment to these terms and conditions shall apply to this Contract concluded between Seller and Purchaser. 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 14.g, any person who is not a party to this Contract shall not have any rights to enforce its terms. These terms and conditions shall be effective as of April 15, 2021.