

1. Scope of Contract Research Services

LifeCanvas Technologies Inc. ("LifeCanvas") will provide customers with the research services outlined in Quotes and Corresponding Purchase Orders ("Research Services"). Work and support beyond the scope of the Research Services may be completed at the sole discretion of LifeCanvas. If, upon determination by LifeCanvas, a change in scope requires additional fees, a revised quote will be provided to the customer for approval. Any other change in scope will only require mutual agreement *via* verbal or electronic (e.g. email) communication between LifeCanvas and the Client.

2. Effort and Schedule

LifeCanvas will perform the Research Services and coordinate the delivery of any results, upon availability, to the customer. LifeCanvas will exercise best efforts to complete Research Services within a mutually agreeable time frame.

3. Customer Involvement

- The customer is responsible for providing tissue and other agreed upon materials of acceptable quality to be determined by mutual agreement.
- Towards completing any project deliverables, all parties will cooperate in all reasonable respects and agree to work together in good faith as described herein.
- Unexpected and unknown variables and outcomes including (but not limited to) supply chain disruptions, antibody incompatibility and/or sample quality issues may result in changes to projects or timelines.
- For cases in which there is partial delivery, Client or LifeCanvas accountability will depend on the nature of the situation. If there is a sample integrity issue (e.g. inadequate animal perfusion, tissue harvest, etc), Client is accountable. LifeCanvas will make best efforts to inform the customer of any sample integrity issues. Should there be a LifeCanvas pipeline issue (e.g. device failure, sample mishandling, etc), LifeCanvas Technologies is accountable. In both aforementioned scenarios, LifeCanvas Technologies can receive fresh samples to perform the Contract Research Services. However, LifeCanvas Technologies may charge additional fees for the performance of the Contract Research Services on fresh samples received due to sample integrity issues resulting from the Client.

4. Payment Terms

For greater certainty, in case of default by failure to remit payment, all material, images, data or other deliverable produced by LifeCanvas remain the sole property of LifeCanvas, and all copies must be returned to LifeCanvas or destroyed.

For quotes under \$7500, the project will be invoiced when complete. For quotes over \$7500, a 30% deposit is required before LifeCanvas will begin work.