

**Sections Included:**

- Sale of Instruments and Consumables
- Sale of System Service Plans
- Sale of Sample Processing and CRO Services
- Software End User License Agreement
- Purchase Order Terms and Conditions

## Sale of Instruments and Consumables

**GENERAL.**

These Terms and Conditions for the Sale of Instruments and Consumables (these “Terms”) shall govern all orders for purchases by a buyer (“Buyer”) from LifeCanvas Technologies, Inc. (“Seller”) of all instruments, equipment, consumables, and software offered by Seller (each a “Product”) under a purchase order (“Purchase Order”). In case of a conflict, inconsistency or addition not expressly accepted in writing by Seller, the terms and conditions of sale provided herein shall be considered as superseding the conflicting, inconsistent or additional terms stated in Buyer’s purchase order, order form, contract or otherwise. The acceptance of an order will supersede all prior communications and constitute a complete and binding contract between Buyer and Seller, which contract cannot be modified or canceled without the written agreement of both parties.

**SHIPMENT.**

Buyer acknowledges that any shipping dates set forth in the Purchase Order are approximations and Seller cannot guarantee any shipping details set forth in the Purchase Order, including the expected shipping date and any loading and routing instructions. Seller will use commercially reasonable efforts to comply with shipping date and loading and routing instructions. In the event that Seller, in its reasonable judgment, determines that an oversold condition exists, Seller reserves the right to fulfill Purchase Orders based on Seller’s supply of a certain Product and/or allocate a limited inventory proportionally against all Purchase Orders. In the event of a default by Buyer, Seller may decline to make further shipments without waiving any of its rights or remedies under the applicable

Purchase Order. If, despite such default, Seller elects to continue to make shipment, its action shall not constitute a waiver regarding, or otherwise diminish, Seller's legal remedies with respect to such default or any future default. Shipping charges will be added to Buyer's invoice at the time of shipment. Seller will prepay and add shipping costs unless Buyer provides its carrier collect account number on the applicable Purchase Order. Buyer is responsible for all shipping charges and import fees if overseas. No taxes of the country of destination are included.

**TITLE AND DELIVERY.**

All sales are made FCA factory (ex works), Incoterms 2020 and Buyer shall pay all freight, duties, cartage and handling. Seller's designated manufacturing sites are located in the United States and South Korea unless otherwise notified. Title and risk of loss or damage shall pass from Seller to Buyer upon Seller's putting the material purchased hereunder in good condition into the possession of a common carrier, such carrier acting as Buyer's agent. All claims for damages must be filed with the carrier.

**PRICES.**

Irrespective of any prices quoted by Seller or listed on a Purchase Order, such Purchase Order is accepted only at the prices shown on Seller's written quotation (the "Quotation"). Installation of utilities required for any Products is not included in the specified price. Quotes from Seller are valid for 30-days from creation date unless otherwise specified in writing by Seller.

**PAYMENT TERMS.**

(a) Invoices are payable at the place set forth in the Quotation or the invoice no later than thirty (30) days after the date of the invoice. Buyer shall pay all transportation, handling, insurance, taxes (except for taxes based on Seller's income), license fees, import, export and customs fees and duties, tariffs and other charges related to the Products or services purchased hereunder. If claiming tax exemption, Buyer must provide Seller with valid tax exemption certificates. If Buyer fails to pay any invoice when due, Seller may charge Buyer interest in an amount equal to the lesser of one and one-half percent (1½%), or the maximum legally permissible rate, per month on any past due balance. Seller may withhold delivery of any Products or services purchased under a Purchase Order at any time in the event of any late fees or in the event Buyer's account is

past due or exceeds its approved credit limit. If Seller employs any legal process to recover any amount due and payable from Buyer here under, Buyer shall pay all costs of collection and reasonable attorney's fees. Any exchange charges, any charges for nonpar clearance of checks or collection charges (including reasonable attorneys' fees) will be paid by Buyer. Any amounts not paid when due will bear interest at a rate of 18% per annum or, if lower, the maximum rate permissible by law. Notwithstanding the foregoing, purchases of the SmartSPIM and MegaSPIM require a payment of 45% of the total fees within thirty (30) days of Seller's receipt of the Purchase Order and a payment of 55% of the total fees within thirty (30) days following delivery of the Products. Once accepted by the Seller, Buyer may not cancel any Purchase Order. All payments made under a Purchase Order are final and nonrefundable.

(b) All orders are subject to credit approval by Seller. The amount of any credit extended by Seller to Buyer may be changed, and such credit may be withdrawn by Seller. With respect to an order on which credit is not extended by Seller or, if extended, is subsequently withdrawn, shipment or delivery shall be made, at Seller's election, cash with order (in whole or in part), C.O.D., letter of credit or Sight Draft attached to Bill of Lading or other shipping documents, with all costs of collection (plus 18% interest on Sight Drafts not paid at maturity) for the account of Buyer. If, in the judgment of Seller, the financial condition of Buyer does not justify continuation of production or shipment on the terms of payment originally specified, Seller may require full or partial payment in advance. In the event any proceeding is brought by or against Buyer under any bankruptcy or insolvency laws, Seller shall be entitled, in addition to any other remedies at law or in equity, to (i) stop or divert any shipment in transit, (ii) cancel any order then outstanding and/or (iii) receive reimbursement for its cancellation charges.

(c) Each shipment shall be considered a separate independent transaction, and Buyer shall make payments for each individual transaction in accordance with the payment terms and schedule set forth on the Purchase Order. If for any reason Buyer does not wish to or is unable to accept delivery of goods, Seller may store the goods at Buyer's sole expense and risk in the name of Buyer, and such storage shall constitute shipment and delivery to Buyer. Thereafter, Buyer will be solely responsible for any shipment of the goods to any other destination.

(d) Notwithstanding the foregoing, if a Buyer purchases Reagents in bulk, Seller will submit an invoice to Buyer for the entire bulk order up-front, even if being delivered over time on a schedule, and Seller will pay such invoice within thirty (30) days after the date of the invoice.

**EXCHANGE RATE ADJUSTMENT.**

For transactions where payment is made in a currency other than USD, the Buyer agrees to cover any shortfall resulting from fluctuations in the exchange rate between the PO issuance date and the actual receipt of funds by LifeCanvas Technologies, Inc. ("Seller"). If the exchange rate changes in a manner that results in a lower amount received by the Seller than the originally agreed PO amount in USD, the Buyer shall be responsible for making an additional payment to cover the difference. The final amount due shall be the higher of (i) the amount calculated using the exchange rate on the date of the PO or (ii) the amount based on the exchange rate on the date of receipt of the funds by the Seller's bank. Any additional payment required to cover exchange rate differences must be made within thirty (30) business days of notification by the Seller.

**GOVERNMENT DISCOUNTS.**

Each Purchase Order will also set forth (i) all discounts and other price reductions provided to Buyer and (ii) confirmation as to whether the Buyer reports its costs to a federal health care program.

**TAXES.**

Quoted prices do not include federal, state or local excise, sales, use or similar taxes. Accordingly, in addition to the prices specified on the Quotation, the amount of any applicable excise, sales, use and/or similar taxes will appear as separate items on the invoice and will be paid by Buyer unless prior to shipment Seller receives an appropriate tax exemption certificate from Buyer.

**CUSTOMER SPECIFIC ACCEPTANCE ("CSA").**

Except as provided in the Quotation, Seller's standard commercial factory acceptance test(s) performed at Seller's factory will comprise acceptance for the equipment sold by Seller. If the Quotation references CSA provisions, then Buyer will accept the Product(s) in accordance with such CSA provisions. The parties will give priority to achieving CSA and the Products shall not be used by Buyer for any purposes other than achieving CSA, prior to successful completion or

waiver of the CSA provisions. Any such use of the Product prior to successful completion of the CSA provisions shall be deemed to constitute CSA passage. It is the responsibility of the Buyer to ensure that all the required facilities are ready and site preparation is completed for successful commencement of CSA on delivery of the equipment. If CSA has not been completed within thirty (30) days after delivery (through no fault of Seller), the Product shall be deemed accepted and as having achieved CSA, and Seller will have no liability with respect to any damages to any Product that is discovered by Buyer after such thirty (30)-day period.

### **INSPECTION AND ACCEPTANCE**

In the absence of any CSA provisions, Buyer shall inspect the Products within seven (7) days of delivery ("Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any Nonconforming Products (as defined below) during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Products" means the product shipped is different than the Product(s) identified in the Purchase Order. If Buyer notifies Seller of any Nonconforming Products prior to the expiration of the Inspection Period, Seller shall replace such Nonconforming Products with conforming Products. Buyer shall ship, at its expense and risk of loss, the Nonconforming Products to the location specified in the Purchase Order. Seller shall, after receiving Buyer's shipment of Nonconforming Products, ship to Buyer, at Buyer's expense and risk of loss, the replaced Products to the Delivery Location. Buyer acknowledges and agrees that the remedies set forth in this Section are Buyer's exclusive remedies for the delivery of Nonconforming Products.

### **FORCE MAJEURE.**

Neither party shall be liable for failure or delay in performing any of its obligations (other than the payment of fees) to the extent such delay or failure is a result of any event beyond a party's reasonable control, that by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including, strikes, lockouts, labor difficulties, riots, inability or difficulty in obtaining or procuring supplies, labor or transportation, fires, storms, floods, earthquakes, explosions, accidents, acts of God, interference by civil or military authorities, whether legal or de facto, acts of the public enemy, war, rebellion, insurrection, sabotage, embargoes, or orders given priority by any public authority. In such

circumstances, the time for performance will be extended by a period equivalent to the period that nonperforming party's performance of the relevant obligation has been delayed or failed to be performed.

**INTELLECTUAL PROPERTY.**

Seller and its licensors will retain all intellectual property rights to its goods, including without limitation, designs, drawings, patterns, plans, specifications, technology, technical data, software and information, technical processes, and business methods, whether patentable or not, arising from the sale or other provision of goods and/or services to Buyer. Buyer agrees not to enforce against Seller or Seller's customers any patent rights that include any system, process, or business method utilizing or otherwise relating to goods delivered pursuant to an Order.

**ASSIGNMENT.**

Buyer shall not assign these Terms or any Quotation or Purchase Order or any portion thereof without the prior written consent of Seller. Any purported assignment or transfer that does not conform to the provisions hereof will be void. Seller may freely assign or transfer these Terms and any Quotations, Purchase Orders or Service Plans, including in connection with the sale of all or substantially all of the Seller's business or assets, operation of the law, or otherwise.

**WARRANTY.**

(a) For any Product that is software, Seller warrants that such Product will conform in all material respects to Seller's standard specifications in effect as of the date of delivery. The warranty period for such Product shall end ninety (90) days after the date of delivery ("Warranty Period"). If, during the Warranty Period, Buyer notifies Seller that a Product fails to conform in all material respects to the Seller's specifications, Seller will replace the nonconforming Product. The foregoing warranty does not apply insofar as (i) the Product at issue is subjected to misuse, neglect, or accident, or is used in an environment, in a manner or for a purpose for which it was not designed as described in the accompanying specifications or documentation (including, without limitation, use of such Product on or connected with an operating system other than the system(s) and version(s) identified in the specifications or documentation); (ii) the claims result from acts or omissions, or the installation or repair of the Product; (iii) the claims result from the alteration or modification of the Product by any person other than the Seller; or (iv) the failure of the Product was caused by third party hardware,

software or services not provided by Seller. EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS SECTION OR AS OTHERWISE SET FORTH IN THESE TERMS, SELLER MAKES NO WARRANTIES WHATSOEVER REGARDING ANY PRODUCT THAT IS SOFTWARE, AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF ANY KNOWLEDGE OF BUYER'S PARTICULAR NEEDS.

(b) Except where a specific warranty is provided below, Seller warrants to the Buyer that any Product that constitutes new equipment will be free of defects in material and workmanship for a period of one year commencing on the date of Buyer's acceptance of such Product. This warranty covers the cost of parts and labor (including, where applicable, field service labor and travel required to restore the equipment to normal operation).

For the Clearing System Product, Seller warrants to the Buyer that for a period of twelve (12) months following the delivery date by Seller that the Product will be free of defects in material and workmanship. Such warranty will cover the cost of repairs and replacement, at Seller's sole discretion in connection with a defect in the workmanship or materials used in manufacturing the Product. This warranty will not apply to the extent that the Product is used in connection with other products not provided by the Seller or if the Product is used in connection with harsh operating conditions (including temperature higher than 70 degrees Celsius, voltage higher than 90V or current higher than 50mA).

For the SmartSPIM Imaging System Product, Seller warrants to the Buyer that for a period of twelve (12) months following the delivery date by Seller, the Product will be free of defects in material and workmanship. Such warranty is limited to repair, at the sole option of Seller, of any part which is defective in workmanship or materials used in manufacture. Seller will cover the repair and shipping costs during the warranty period. This warranty does not apply to the extent the Product is used outside the operating condition set forth in the documentation provided by Seller, or if Buyer or any other third party makes a non-approved alteration to the Product.



For consumables, Seller warrants the consumables will conform in all material respects to Seller's published specifications in the product data sheets supplied by Seller's to Buyer until the later of (i) ninety (90) days from the date of shipment from Seller, or (ii) the end of the shelf life pre-printed on such products by Seller. Consumables reasonably determined by Seller after investigation to be defective, independent of user error, shall be replaced by Seller on a 1:1, like-kind basis at no cost to Buyer provided that such defective consumables were used by Buyer prior to their expiration date or shelf life date pre-printed on such Products.

(c) Seller warrants to the Buyer that replacement parts will be new or of equal functional quality and warranted for the remaining portion of the original warranty or ninety (90) days, whichever is longer.

(d) Seller's obligation under these warranties is limited to repairing or replacing at Seller's option defective non-expendable parts or software. These services will be performed, at Seller's option, at either Seller's facility or Buyer's business location. For repairs performed at Seller's facility, Buyer must contact Seller in advance for authorization to return equipment and must follow Seller's shipping instructions. Freight charges and shipments to Seller are Buyer's responsibility. Seller will return the equipment to Buyer at Seller's expense. All parts used in making warranty repairs will be new or of equal functional quality.

(e) The warranty obligation of Seller shall not extend to defects that do not impair service or to provide warranty service beyond normal business hours, Monday through Friday (excluding Seller holidays). No claim will be allowed for any defect unless Seller shall have received notice of the defect within thirty (30) days following its discovery by Buyer. Also, no claim will be allowed for equipment damaged in shipment. Within thirty (30) days of Buyer's receipt of equipment, Seller must receive notice of any defect which Buyer could have discovered by prompt inspection.

(f) All equipment sold as used, including demo equipment, is sold AS IS, WHERE IS, WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. Regular maintenance is excluded from this warranty.

(g) Specifically excluded from this warranty is all standalone computer and data storage equipment not manufactured by Seller (such as computers, and,



monitors). Such equipment will carry only the original manufacturer's one-year warranty.

(h) Seller assumes no liability under the above warranties for equipment or system failures resulting from (a) abuse, misuse, modification or mishandling; (b) damage due to forces external to the machine including, but not limited to, acts of God, flooding, power surges, power failures, defective electrical work, transportation, foreign equipment/attachments or Buyer-supplied replacement parts or utilities or services such as gas; (c) improper operation or maintenance by Buyer; (d) any use of such equipment by any third party or in combination with any products or equipment not provided by Seller, or (e) Buyer's failure to perform preventive maintenance in accordance with Seller's recommendations (including keeping an accurate log of preventive maintenance). In addition, this warranty does not apply if any equipment or part has been modified without the written permission of Seller or if any Seller serial number has been removed or defaced. In the event of any damage to any Buyer's samples that is directly caused by a malfunction of Seller's equipment (except as a result of (a)-(e) above), Seller's liability is limited.

(i) No one is authorized to extend or alter these warranties on Seller's behalf without the written authorization of Seller.

(j) THE ABOVE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND OF ANY OTHER OBLIGATION ON THE PART OF SELLER. SELLER DOES NOT WARRANT THAT ANY PRODUCT CAN BE USED FOR ANY PARTICULAR PURPOSE OR WITH ANY PARTICULAR PROCESS OTHER THAN THAT COVERED BY THE APPLICABLE PUBLISHED SPECIFICATIONS.

**NO CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY.**

SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, FOR ANTICIPATED OR LOST PROFITS, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, LOSS OF TIME, LOSS OF USE, OR OTHER LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCURRED BY BUYER OR ANY THIRD PARTY IN CONNECTION WITH THE PRODUCTS

OR SERVICES PROVIDED BY SELLER. IN NO EVENT WILL SELLER'S LIABILITY IN CONNECTION WITH THE PRODUCTS OR SERVICES PROVIDED BY SELLER EXCEED THE ORIGINAL PURCHASE PRICE OF THE AFFECTED PRODUCT OR SERVICE .

**NON-SOLICITATION.**

Buyer will not solicit the employment of any employee of Seller who has come into contact with Buyer in connection with the provision of the Products to Buyer hereunder.

**COMPLIANCE WITH LAWS.**

(a) The performance of each party hereunder is subject to compliance with all applicable laws.

(b) Buyer understands that exports and re-exports of Seller's products and any related software, service, technical assistance, training and related technical data, and any media in which any of the foregoing is contained (the "Items") are subject to U.S. and foreign trade controls, customs, anti-boycott and economic sanctions laws, regulations, rules and orders (the "Export Laws"). In addition to any other remedy it may have, Seller may suspend or cancel the export, delivery, installation, or any maintenance or repair service of any Item if (a) Seller has not received all export-related documentation requested by Seller, including end-user certificates, (b) Seller has not received the governmental approvals that Seller deems to be required, or (c) Seller believes that such activity may violate any Export Laws or Seller's own compliance policies. Buyer shall only use the Items for non-military, peaceful purposes. Buyer shall not export, re-export or otherwise transfer or provide any Item in contravention of any Export Law or any end-user certificate provided by Buyer, including to an embargoed or otherwise sanctioned country, to anyone listed on any prohibited persons list published by the U.S., the UN, the EU or the OSCE, or for a prohibited end-use (such as research on or development of chemical, biological, or nuclear weapons, unmanned air vehicles or missiles, or nuclear explosive or fuel cycle activities). Buyer must notify Seller before providing any technical data to Seller that is controlled under any Export Law. Seller will not be liable to Buyer for any loss or expense if Buyer fails to comply with any Export Law.

(c) Buyer will comply with all applicable import laws or other restrictions or

conditions respecting the import of Items that are now in effect or are hereafter imposed by any government or other applicable jurisdiction. Buyer shall be responsible for obtaining any necessary import permit, license or authorization at its sole cost and expense. Buyer shall immediately notify Seller if an import permit, license or other authorization is required in connection with any such import.

#### **LIMITED SOFTWARE LICENSE.**

Subject to these Terms and Conditions, and to the terms and conditions of any separate license provided by Seller that is specific to a particular product (which shall govern with respect to such product in the event of conflict with these Terms and Conditions), Seller hereby grants to Buyer a limited, non-exclusive, non-transferable, non-sublicensable license to use any software or firmware provided as part of the Product purchased pursuant to a Purchase Order ("Purchased License"), if any, only in accordance with the manuals and written instructions provided by Seller from time to time and only as part of the applicable Product and not on a stand-alone basis. For avoidance of doubt, the Purchased License is not transferable and Buyer agrees to not sell, rent, lease, loan, transfer or assign or otherwise dispose of any product or component thereof containing any such software to any third party unless Buyer has the written consent of Seller to transfer such product with the software, which may be withheld in Seller's sole discretion. Buyer shall not, directly or indirectly, reverse engineer, decompile, or disassemble the software licensed under the Purchased License or otherwise or attempt to derive the source code of such software. The Products may be distributed with or contain or use certain open source or other third party software that may be covered by the terms of a different license ("Third Party Software"). Third Party Software is subject to and governed by (and licensee agrees to, and will indemnify Seller for noncompliance with) the respective licenses for such Third Party Software. The notices, license terms, and disclaimers applicable to Third Party Software are contained in the user manual supplement for each instrument.

#### **PRODUCTS MARKETING AND LABELED FOR RESEARCH USE ONLY.**

No Products sold under these Terms may be used in patient diagnosis or patient management (outside of investigational use studies conducted in compliance with applicable law). Products that are labeled For Research Use Only ("RUO") do not have the approval or clearance of the U.S. Food and Drug Administration

("FDA") or other global regulatory approval, clearance, or registration for in vitro diagnostic ("IVD") use and are not for use in diagnostic procedures. No license is conveyed or implied for Buyer to use, and Buyer agrees not to use Products labeled RUO in clinical diagnosis, patient management, or an investigational study involving patient treatment decisions, or in any manner requiring FDA or other global regulatory approval, clearance, or registration relating to IVD use. Seller bears no liability for any loss incurred by Buyer to the extent any Product is used in connection with such prohibited purposes. Seller also bears no liability for any loss or costs incurred by Buyer in connection with Buyer's conduct of research using the Products.

#### **LAB DEVELOPED TESTS.**

Subject to the following exception, Buyers are not permitted to use the Products for patient diagnosis or patient management, including through a Lab Developed Test ("LDT"). A Buyer that is not a commercial entity formed for profit-making purposes may use the Products for an LDT, subject to the provisions in this section. Buyer acknowledges that the Products are labeled RUO. It is Buyer's sole responsibility to determine the suitability of the Products for any LDT. Seller is not responsible for validation or suitability of any assay or test developed using the Products, even if Seller provides technical support. In the event that Buyer decides to use the Products for an LDT, Buyer is solely responsible for (a) any such test, including any patient report it develops and any use of the test for patient care, (b) conducting any such test in compliance with all applicable laws, regulations, and laboratory policies, (c) the verification and validation of any Products to be used with such test, and of the test itself, and (d) establishing acceptance criteria for, and final acceptance of, the Products for an LDT.

#### **USE RESTRICTIONS.**

Buyer agrees not to (a) resell any Products, or (b) transfer, assign, or distribute any Products, directly or indirectly, to any third party for any purpose or use, except as otherwise approved by Seller in writing. Unless otherwise permitted by the Seller in writing, Buyer agrees not to use and agrees not to allow any third party to use any Seller-supplied consumable Product more than once, or dilute any Seller-supplied reagent. In addition, Buyer agrees not to, nor will facilitate, enable, or authorize any third party to, engage, directly or indirectly in any of the following activities: (i) separate, extract, or isolate components of the Products, as applicable, (ii) subject the Products or any components thereof to any analysis

not expressly authorized by a Product's documentation, or (iii) reverse engineer, disassemble, decompile, remove, redistribute, or repackage any Products, including any software or firmware provided as part of the Products. Buyer further agrees that the contents of and methods of operation of the Products are proprietary to Seller and that the Products contain or embody trade secrets of Seller. Buyer understands and agrees that except as expressly set forth in these Terms, no right or license to any patent or other intellectual property owned or licensable by Seller is conveyed or implied by these Terms or any Product. In particular, no right or license is conveyed or implied to use any Product provided under the applicable Purchase Order in combination with a product not provided, licensed, or specifically recommended by Seller for such use. Buyer shall be solely responsible for all claims, losses, demands, damages, and liabilities arising under or in connection with the design, development, marketing, and sale of a product developed by Buyer which (i) is based on or derived from Products, or (ii) results from any modification made by or on behalf of Buyer to any of Products.

**PRE-RELEASE PRODUCTS.**

If any Product is an alpha, beta, technology access, early access, or other pre-commercial release version ("Pre-release Product"), then this section applies. For the avoidance of doubt, this section applies to any software, hardware and reagents that are Pre-release Products. To the extent that any provision in this section is in conflict with any other term or condition in these Terms, this section shall supersede such other term(s) and condition(s) with respect to the Pre-release Product, but only to the extent necessary to resolve the conflict. Buyer acknowledges that the Pre-release Product is a pre-release version, does not represent the final product from Seller, and may contain defects, bugs, errors, and other problems that could cause system or other failures, sample loss, and data loss. CONSEQUENTLY, THE PRE-RELEASE PRODUCT IS PROVIDED TO BUYER "AS IS", AND SELLER DISCLAIMS ALL WARRANTIES (INCLUDING THE LIMITED WARRANTY SET FORTH ABOVE) AND ALL LIABILITY OBLIGATIONS TO BUYER OF ANY KIND. Buyer acknowledges that Seller has not promised or guaranteed to Buyer that Pre-release Product will be announced or made available to anyone in the future, that Seller has no express or implied obligation to Buyer to announce or introduce the Pre-release Product and that Seller may elect not to introduce a product similar to or compatible with the Pre-release Product. Accordingly, Buyer acknowledges that any research or

development that Buyer performs using the Pre-release Product or any product associated with the Pre-release Product is done entirely at Buyer's own risk.

**CHANGES.**

Seller reserves the right to (a) make changes in Products without notice, and without any obligation to incorporate those changes in any Products previously delivered to Buyer and (b) ship to Buyer the most current Product regardless of catalog description, if applicable. Buyer may make changes to any order for standard Products (it being agreed that any series of similar orders for standard Products shall be aggregated and deemed one order for the purpose of determining such amount) by providing written notice to Seller at least thirty (30) days prior to the scheduled shipment/installation date. Any changes to any order for custom or option configured Products, or any order or series of similar orders for standard Products which exceeds \$5,000, including but not limited to any changes to the specifications for the Products, must be approved in advance in writing by Seller. Seller must receive Buyer's change request at least thirty (30) days prior to the scheduled shipment date. In the event of changes to any order or the specifications for the Products, Seller reserves the right to adjust the prices and delivery dates for the Products, and to invoice Buyer for any unearned discounts based upon the actual quantities of Products delivered. In addition, Buyer shall be responsible for all costs associated with such change including, but not limited to, the burdened costs of all raw materials, work in progress and finished goods inventory on-hand or ordered which are impacted by such change.

**CANCELLATION; TERMINATION.**

Notwithstanding anything to the contrary, any order for standard Products which does not exceed \$5,000 (it being agreed that any series of similar orders for standard Products shall be aggregated and deemed one order for the purpose of determining such amount) may be canceled by Buyer by providing written notice to Seller at least thirty (30) days prior to the scheduled shipment date. Any order for custom or option configured Products, or any order or series of similar orders for standard Products which exceeds \$5,000, may be canceled only upon Seller's prior written approval, which approval may be granted or withheld in Seller's sole discretion. Any order cancellation will be subject to the following cancellation fees with respect to all canceled units of Products: (a) the contract price of all Products completed prior to such cancellation; (b) the burdened cost

of all raw materials (including long lead time items) in Seller's possession or on order, (c) the burdened cost of all raw materials incorporated into and all labor applied to work in progress, plus profit thereon in accordance with Seller's published margins; and (d) other reasonable cancellation charges including, but not limited to, non-recurring engineering expenses, cancellation costs payable by Seller to its suppliers, and any other costs incurred by Seller relating to such cancellation. Seller will use commercially reasonable efforts to reduce such cancellation costs by reallocating materials to other projects and/or returning surplus material to, or canceling orders with, its suppliers. In no event shall the Buyer be liable for more than the contract price of the canceled Products.

### **PROPRIETARY RIGHTS.**

As between Buyer and Seller, Seller retains all right, title and interest in and to its software, all inventions, ideas, processes, methods, know-how, skills and techniques developed, discovered, licensed or conceived by Seller, including without limitation those developed and/or used in connection with the manufacture of the Products or performing any services hereunder (collectively, the "Seller Rights"). Such rights include, but are not limited to, patent rights, copyrights, trade secret rights, trademark rights, mask work rights and other proprietary rights throughout the world. Seller hereby grants to Buyer a nonexclusive, non transferable, worldwide, limited license to use the Seller Rights solely to the extent required for Buyer to use the Products or software sold or licensed hereunder. Seller shall retain all right, title and interest in and to all materials, fixtures or tools designed, developed or manufactured by Seller in connection with the manufacture of the Products. Unless otherwise specifically agreed in writing by Buyer and Seller, as between Buyer and Seller, Buyer retains all right, title and interest in and to all specifications and materials provided by Buyer to Seller, and all inventions, ideas, processes, methods, know-how, skills and techniques developed, discovered or conceived by Buyer or its employees (the "Buyer Rights"). Buyer hereby grants to Seller a nonexclusive, worldwide, limited license to use and exploit the Buyer Rights solely to the extent required for Seller to perform its obligations and exercise its rights hereunder. Buyer is responsible for maintaining backups of all data, information, materials and specifications provided by Buyer to Seller, and Seller will not be liable or responsible for any loss of data in connection with Buyer's use of the Product(s).

### **CONFIDENTIALITY.**



Each of Buyer and Seller acknowledges that in connection with the purchase and sale of Products or services under a Purchase Order, each party may make available to the other party certain confidential and proprietary business and technical information and materials (the “Confidential Information”). Any information or material which by its nature and under the circumstances surrounding its disclosure is generally considered proprietary and confidential shall be deemed Confidential Information regardless of whether it is properly marked with legends or properly reduced to writing. Each party agrees that it (a) will hold the disclosing party’s Confidential Information in strict confidence and use its reasonable efforts to prevent the unauthorized disclosure of the disclosing party’s Confidential Information; (b) will not disclose the disclosing party’s Confidential Information in any manner whatsoever, except as required by applicable law; (c) will use the disclosing party’s Confidential Information only for the purpose of performing its obligations hereunder or in conjunction with the operation of the Products or software and for no other purpose; and (d) will provide access to the disclosing party’s Confidential Information to only those of its employees or representatives who need to know the Confidential Information for the purpose of performing their duties in connection with the Products and any services and who are bound by written confidentiality and non-use obligations no less restrictive than those set forth herein. These obligations shall not apply to information that: (i) was independently developed by or for the receiving party without use of the disclosing party’s Confidential Information, in whole or in part, as demonstrated by written evidence; (ii) is or becomes generally available to the public without breach of confidentiality obligations by the receiving party; (iii) was in the receiving party’s possession or was known by the receiving party without restriction at the time of disclosure by disclosing party, as demonstrated by written evidence; or (iv) is lawfully received by the receiving party on a nonconfidential basis from a third party without breach by such third party of any legal, contractual, or fiduciary obligation to the disclosing party. Each party acknowledges that money damages alone will not adequately compensate the other party for either party’s breach of this section, and accordingly, in the event of an actual or threatened breach of this section, in addition to all other remedies available to the other party under these Terms or at law, in equity or otherwise, the other party will be entitled to seek injunctive relief compelling specific performance of, or other compliance with, the terms hereof from a court of competent jurisdiction without the necessity of posting bond or proving actual damages.

**ENTIRE AGREEMENT.**

These Terms and the applicable purchase orders constitutes the entire agreement between Buyer and Seller in respect of the subject matter hereof and supersedes all prior agreements whether written or oral, with respect thereto. These Terms may only be amended or modified by Seller.

**APPLICABLE LAW AND JURISDICTION.**

The contract created hereby shall be interpreted and construed under the laws of the State of Delaware, without regard to the choice of law provisions thereof and not including the U.N. Convention on Contracts for the International Sale of Goods, if otherwise applicable. The exclusive venue for any disputes arising out of or in connection with such contract shall be in the state and federal courts of the State of Delaware.

## Sale of System Service Plans

**GENERAL TERMS.**

These Service Plan Terms and Conditions shall govern all orders for purchases from LifeCanvas Technologies, Inc. ("Seller") of services and parts offered under one of Seller's service plans (each, a "Service Plan") and other services relating to the Covered Equipment (as defined below), including Maintenance Service (as defined below) and training, and set forth the binding legal agreement (the "Terms") between Seller and the customer identified on its order ("Buyer"), unless other terms are specifically agreed to by the parties in a written agreement signed by both parties. Seller's provision of the services hereunder is expressly conditioned upon Buyer's acceptance of the terms and conditions contained in these Terms. By placing an order for the Service Plan hereunder, Buyer accepts and agrees to be bound by the terms and conditions in these Terms. If a purchase order or other form containing terms and conditions is used by Buyer, Seller objects to any such terms and conditions. Any additional or different terms or conditions (pre-printed or otherwise) proposed by Buyer will not become part of these Terms.

**COVERED EQUIPMENT.**

“Covered Equipment” under these Terms shall include, but is not limited to, the SmartSPIM, MegaSPIM, Megatome Premium and Megatome Standard, SmartBatch+, Mosaic Data Storage, as well as SmartAnalytics Workstation for use with SPIM instruments, in each case as applicable to Buyer.

User-serviceable parts not covered under these Terms include, without limitation, O-rings and grease for the Prep Station, and electrode assemblies. In no event shall Seller be obligated hereunder to service instruments, attachments, components, accessories, features, or devices other than Covered Equipment. For the avoidance of doubt, these Terms does not apply to the SmartAnalytics Platform, and Buyer should refer to the SmartAnalytics Software as a Service Agreement for any such service or support requests.

**CONSENT REQUIREMENTS.**

a. Buyer must receive Seller’s written consent before any instrument, accessory, component, feature, or device is attached to or used in conjunction with the Covered Equipment during the term of these Terms. Seller may withdraw this consent at any time if it determines, using its sole discretion, that such attachment or use in conjunction with the Covered Equipment adversely affects Seller’s ability to perform maintenance service hereunder. Upon receipt of Buyer’s request for such written consent, Seller shall, at its election take one of the following actions: 1) provide written consent for the use or attachment of said instrument, accessory, component, feature, or device, and, if appropriate, make an additional charge therefore, 2) approve the inclusion of said instrument, accessory, component, feature, or device in the Covered Equipment from the date of such consent and, if appropriate, make an additional charge therefore; or 3) decline to provide consent for the use or attachment of said instrument, accessory, component, feature, or device.

b. Buyer is not to make or participate in any modification, adjustment, movement, or repair of the Covered Equipment without the prior consent of an authorized Seller representative. Seller may withdraw this consent at any time if it determines, using its sole discretion, that such modification, adjustment, movement, or repair adversely affects Seller’s ability to perform maintenance service hereunder.

**MAINTENANCE SERVICE.**

Seller will provide Buyer with Maintenance Service during the term of the Service Plan. "Maintenance Service" shall include: (a) Remedial Maintenance of malfunctioning Covered Equipment that does not perform within Seller's published specifications. "Remedial Maintenance" means providing service assistance via telephone, at a Seller service center, or by an on-site visit by a Seller technical representative, at Seller's sole discretion, to resolve Covered Equipment malfunctions.

In order to receive such Maintenance Services, Buyer must contact Seller's technical support team at [support@lifecanvastech.com](mailto:support@lifecanvastech.com), [smartspim@lifecanvastech.com](mailto:smartspim@lifecanvastech.com), and/or [megaspim@lifecanvastech.com](mailto:megaspim@lifecanvastech.com). Seller will acknowledge receipt of Buyer's communication within seven (7) business days. Seller will use commercially reasonable efforts to resolve any issues concerning Nonconforming Products within thirty (30) days of receipt of notice of such Nonconforming Products from Buyer, in accordance with the process set forth below. For purposes of these Terms, "Nonconforming Products" the product provided is different than the product identified under the applicable Service Plan.

1. Stage 1: Buyer will submit an initial report to Seller's technical support team by contacting [support@lifecanvastech.com](mailto:support@lifecanvastech.com), [smartspim@lifecanvastech.com](mailto:smartspim@lifecanvastech.com), and/or [megaspim@lifecanvastech.com](mailto:megaspim@lifecanvastech.com). Buyer will acknowledge receipt of such report within seven (7) business days.
2. Stage 2: Fault Diagnosis. Seller's technical specialist will run tests with the expert system user by telephone and/or via remote support to identify the underlying issue. Seller will use commercially reasonable efforts to complete the fault diagnosis tests within thirty (30) business days from Seller's receipt of the report of fault from Buyer.
3. Stage 3: Site Visit / Hardware return for repair. Seller and Buyer will arrange a site visit or the return of faulty hardware to Seller or further evaluation/repair. The method, timing and means of such transport will be mutually agreed with the Buyer. Where a return of hardware is required, such return will be booked by Buyer, Seller will arrange thirty (30) day delivery.

4. Stage 4: Seller will determine the appropriate remedial action and communicate such action to Buyer. In the event that such remedial action cannot be performed within thirty (30) business days of the site visit, Seller may, at its discretion, arrange for substitute hardware to be delivered to Buyer during the period of repair.

**COVERED LOCATIONS.**

Except as otherwise provided herein, on-site Maintenance Service shall be furnished under these Terms only at the site where the Covered Equipment was originally installed by Seller ("Covered Location"). The place of service for all mail-in maintenance service is the Seller's main corporate address at 1035 Cambridge Street, Suite 16C, Cambridge, MA 02141, with the exception of SmartSPIM, which will be at Seller's Tennessee office located at 1200 Mountain Creek Road, Suite 220, Chattanooga, TN 37405.

**REMOVAL OF COVERED EQUIPMENT.**

Seller may temporarily remove from a Covered Location any Covered Equipment or part thereof for repair if Seller, in its sole discretion, deems such removal appropriate to provide Maintenance Service. Seller may provide Buyer with temporary use of equipment to replace any Covered Equipment removed from a Covered Location on an "as available" basis, if requested to do so by Buyer, and if the applicable Service Plan provides this option.

**PROVISION OF SERVICES.**

Services are provided during normal working hours (Monday through Friday 8:00 AM to 5:00 PM, excluding holidays). Telephone support hours are 8:00 AM to 5:00 PM Eastern Standard Time, excluding U.S. holidays. Planned maintenance ("Planned Maintenance") will be performed in accordance with Seller's Planned Maintenance procedures and checklist for the Covered Equipment being serviced. Seller may require recertification of Covered Equipment on a time and materials basis as a condition to performing services if the Covered Equipment has not been under warranty or a service plan immediately prior to the time of service.

**REPLACEMENT PARTS.**

The decision to repair or replace any parts of the Covered Equipment will be made by Seller on the basis of which approach will provide Buyer with the best service. Parts and components replaced or otherwise utilized in the repair of the Covered Equipment may be either new or refurbished at the discretion of Seller. Seller warrants that Replacement Parts will conform to their specifications for a period of 90 days from the date the Replacement Parts are installed. Replacement Parts do not extend the warranty for the underlying Covered Equipment.

**SELLER WARRANTY; DISCLAIMER.**

Seller warrants that it will provide its services at least in accordance with generally accepted standards prevailing in the instrument repair industry, or instrument training industry with respect to training services, at the time and place performed. Warranty claims must be made within ninety (90) days after services are performed. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. SELLER'S SOLE LIABILITY AND RESPONSIBILITY UNDER THESE TERMS FOR BREACH OF WARRANTY IS RE-PERFORMANCE OF THE SERVICES WITHIN A REASONABLE TIME OR RETURN OF THE FEE PAID FOR THE DEFECTIVE SERVICES AT SELLER'S OPTION. THESE ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY.

**PLAN COVERAGE.**

a. Service Plans do not cover replacement of parts, costs, repairs, or adjustments for defects resulting from or necessitated by acts of nature, damage not caused by Seller, accident, neglect, carelessness, misuse, including without limitation: operation with incompatible solvents (such as Seller's reagents) or samples in the system; operation outside of the environmental or use specifications or not in conformance with the instructions for the Covered Equipment system, software, or accessories; improper or inadequate maintenance by the user; installation of software or interfacing, or use in combination with software or products not supplied or authorized by Seller; or modification, repair, service transfer to another location of the Covered Equipment made by Buyer, Buyer's employees, agent, or an unauthorized

contractor, or intrusive activity, including without limitation computer viruses, hackers, or other unauthorized interactions with Covered Equipment or software that detrimentally affects normal operations. Service Plans also do not cover repair or replacement of parts that are radioactive or contaminated with biological, toxic, or other dangerous materials or substances.

b. Service Plans do not cover costs, repairs, or adjustments made necessary by connection of the Covered Equipment to electrical services or other utilities not in accordance with the installation requirements for the Covered Equipment or by any interruption or surge in voltage (see Instruction Manuals for specifications).

c. Service Plans will not be offered for purchase from Buyer starting at 5 years after instrument installation. Legacy devices (SmartClear, SmartLabel, EasyGel, and EasyClear) are now considered outside warranty terms.

d. The Service Plans do not cover any losses incurred in connection with any experimental work that Buyer performs on SmartBatch+.

e. The Service Plans do not cover the replacement of older versions of the white SmartBatch Product with the black SmartBatch Product.

#### **PAYMENT.**

Payment terms are net 30 days from the date of Seller's invoice to Buyer. Invoices for Service Plans will be sent to Buyer at the commencement of the Service Plan coverage period. If payment is not received by the due date, Seller may assess and Buyer agrees to pay a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate, whichever is less, of the amount due from the due date to the date of payment. If Seller retains a collection agency and/or attorney to collect unpaid amounts, Seller may invoice Buyer for, and Buyer will pay, all costs of collection, including without limitation reasonable attorneys' fees.

#### **EXCHANGE RATE ADJUSTMENT.**

For transactions where payment is made in a currency other than USD, the Buyer agrees to cover any shortfall resulting from fluctuations in the exchange rate between the PO issuance date and the actual receipt of funds by LifeCanvas Technologies, Inc. ("Seller"). If the exchange rate changes in a manner that



results in a lower amount received by the Seller than the originally agreed PO amount in USD, the Buyer shall be responsible for making an additional payment to cover the difference. The final amount due shall be the higher of (i) the amount calculated using the exchange rate on the date of the PO or (ii) the amount based on the exchange rate on the date of receipt of the funds by the Seller's bank. Any additional payment required to cover exchange rate differences must be made within thirty (30) business days of notification by the Seller.

#### **TERM AND TERMINATION OF SERVICE PLANS.**

a. Seller may accept or reject at its discretion a purchase order for Maintenance Service or a Service Plan. Unless otherwise expressly stated by Seller in writing or under the terms of the purchased Service Plan, the initial term of a Service Plan and these Terms is one year, commencing on the date designated by Seller in its quotation or otherwise specified to Buyer. A Service Plan may be terminated by either party upon at least thirty (30) days written notice to the other party. Termination will be effective thirty (30) days after the receipt of such notice, or at a later date if one is so specified in the notice ("Termination Date"). Termination cannot be made effective prior to thirty (30) days after notice is received, provided, however, that Seller may terminate a Service Plan immediately in the event that the Covered Equipment is transferred to another location. Seller will cease Service under these Terms and underlying Service Plan on the Termination Date unless Buyer specifies a separate, earlier date in writing ("Cessation Date"). In that event, Seller will cease providing Service under these Terms and the underlying Service Plan on such Cessation Date.

b. In the event of termination of a Service Plan under Section 13, if the termination is by Buyer, Seller shall calculate at its sole discretion the total price of service actually performed and expenses actually and reasonably incurred in servicing the Covered Equipment under the underlying Service Plan from its effective date until the Termination Date. Buyer's total payment obligation to Seller under these Terms shall equal (1) the amount so calculated or (2) the prorated price of the underlying Service Plan from its effective date until the Termination Date, whichever is greater, plus fifteen percent (15%) of the total fee paid for the underlying Service Plan, not to exceed the total amount paid. Any payments made by Buyer to Seller in excess of this amount shall be credited to Buyer's account within thirty (30) days after the Termination Date toward future purchases of Seller instruments, consumables, or Service Plans. Any unpaid

portion of this amount shall be immediately due upon Buyer's receipt of an invoice from Seller. If the termination is by Seller, other than for cause, Seller will credit Buyer with or refund to Buyer one hundred percent (100%) of the fee paid by Buyer for the underlying Service Plan, provided that if the underlying Service Plan is for a period of more than one year, Seller will refund to Buyer the amount paid by Buyer for all periods after the most recent anniversary date of the Service Plan. If a Service Plan is terminated early in connection with the trade in of used Seller Covered Equipment for new Seller Covered Equipment, the credit may be applied toward purchase of a Service Plan for the new Covered Equipment. Contact your Seller service representative for details. No cash refunds will be made on account of the early termination of any Service Plan or other agreement for services.

#### **INDEMNIFICATION.**

Seller will indemnify and hold Buyer harmless from and against any and all claims for injury or death of persons, or damage to tangible property, to the extent caused by the negligent acts or negligent omissions of Seller personnel while they are on Buyer's premises performing services under a Service Plan, provided Seller is given prompt notice of any such claim and the opportunity to control the defense and settlement of same.

#### **LIMITATION OF LIABILITY.**

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL SELLER BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS, FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR FAILURE TO PERFORM SERVICES OR OTHERWISE, EVEN IF SELLER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; AND IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OR INJURY THAT IS THE RESULT OF COVERED EQUIPMENT OR PRODUCT ERROR OR THE FAILURE OF THE COVERED EQUIPMENT OR OTHER PRODUCT TO PERFORM IN ACCORDANCE WITH ITS SPECIFICATIONS. WITHOUT LIMITING THE FOREGOING, EXCEPT SOLELY FOR ANY PAYMENTS MADE UNDER SELLER'S INDEMNITY SET FORTH ABOVE, SELLER'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS SERVICE AGREEMENT AND ANY UNDERLYING SERVICE PLAN,

INCLUDING WITHOUT LIMITATION SERVICES RENDERED THEREUNDER, OR BREACH THEREOF OR FAILURE TO PERFORM IN CONTRACT, TORT, WARRANTY, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO SELLER FOR THE UNDERLYING SERVICE PLAN.

**PROPRIETARY RIGHTS.**

As between Buyer and Seller, Seller retains all right, title and interest in and to all inventions, ideas, processes, methods, know-how, skills and techniques developed, discovered, licensed or conceived by Seller (collectively, the “Seller Rights”). Unless otherwise specifically agreed in writing by Buyer and Seller, as between Buyer and Seller, Buyer retains all right, title and interest in and to all specifications and materials provided by Buyer to Seller, and all inventions, ideas, processes, methods, know-how, skills and techniques developed, discovered or conceived by Buyer or its employees (the “Buyer Rights”). Buyer hereby grants to Seller a nonexclusive, worldwide, limited license to use and exploit the Buyer Rights solely to the extent required for Seller to perform its obligations and exercise its rights hereunder. Buyer is responsible for maintaining backups of all data, information, materials and specifications provided by Buyer to Seller, and Seller will not be liable or responsible for any loss of data in connection with Buyer’s use of the Covered Equipment.

**CONFIDENTIALITY.**

Each of Buyer and Seller acknowledges that in connection with the purchase and sale of Service Plans, each party may make available to the other party certain confidential and proprietary business and technical information and materials (the “Confidential Information”). Any information or material which by its nature and under the circumstances surrounding its disclosure is generally considered proprietary and confidential shall be deemed Confidential Information regardless of whether it is properly marked with legends or properly reduced to writing. Each party agrees that it (a) will hold the disclosing party’s Confidential Information in strict confidence and use its reasonable efforts to prevent the unauthorized disclosure of the disclosing party’s Confidential Information; (b) will not disclose the disclosing party’s Confidential Information in any manner whatsoever, except as required by applicable law; (c) will use the disclosing party’s Confidential Information only for the purpose of performing its obligations hereunder or in conjunction with the operation of the Covered Equipment or software and for no other purpose; and (d) will provide access to the disclosing party’s Confidential

Information to only those of its employees or representatives who need to know the Confidential Information for the purpose of performing their duties in connection with the Products and any services and who are bound by written confidentiality and non-use obligations no less restrictive than those set forth herein. These obligations shall not apply to information that: (i) was independently developed by or for the receiving party without use of the disclosing party's Confidential Information, in whole or in part, as demonstrated by written evidence; (ii) is or becomes generally available to the public without breach of confidentiality obligations by the receiving party; (iii) was in the receiving party's possession or was known by the receiving party without restriction at the time of disclosure by disclosing party, as demonstrated by written evidence; or (iv) is lawfully received by the receiving party on a nonconfidential basis from a third party without breach by such third party of any legal, contractual, or fiduciary obligation to the disclosing party. Each party acknowledges that money damages alone will not adequately compensate the other party for either party's breach of Section, and, in the event of an actual or threatened breach of such covenants, in addition to all other remedies available to the other party under these Terms or at law, in equity or otherwise, the other party will be entitled to seek injunctive relief compelling specific performance of, or other compliance with, the terms hereof from a court of competent jurisdiction without the necessity of posting bond or proving actual damages.

#### **NON-COVERED EQUIPMENT.**

Use of any non-Seller parts or reagents that are reasonably determined by Seller to have caused instrument failure or malfunction will require remedial repairs of the affected parts to be completed outside a Service Plan at Seller's then prevailing rates for billable service.

#### **COMPLIANCE WITH LAWS.**

Seller makes no representation whatsoever that services provided by Seller satisfy or will satisfy any requirements of any governmental body or other organization, including, but not limited to, any requirement of the United States Food and Drug Administration or the International Organization for Standardization. Buyer agrees that it is Buyer's responsibility to ensure that such services are adequate to meet its regulation/certification requirements and that all requirements of any governmental body or other organization, including, but not limited to any requirement of the United States Food and Drug Administration

or the International Organization for Standardization are the responsibility of Buyer.

**ASSIGNMENT.**

Neither these Terms nor any Service Plan is assignable or otherwise transferable by Buyer. Any assignment or transfer or attempt to assign or to transfer by Buyer shall be void. Seller may freely assign or transfer these Terms or any Service Plans, including in connection with the sale of all or substantially all of the Seller's business or assets, operation of the law, or otherwise.

**BUYER WARRANTY.**

Seller may require a completed Certificate of Decontamination, or transfer of Covered Equipment to a suitable safe and secure location reasonably determined by Seller, as a condition to providing Maintenance Services for Covered Equipment. Buyer warrants that any Covered Equipment or component to be serviced will be fully decontaminated of radioactive, biological, toxic or other dangerous materials or substances prior to servicing so that the service technician will not be exposed to any such materials.

**RELOCATION.**

Service Plans do not include Buyer training or services related to the relocation of Covered Equipment unless otherwise specifically stated in writing by the Seller in any particular case.

**FORCE MAJEURE.**

Neither party shall be liable for delays in performance or nonperformance in whole or in part (other than the payment of fees) to the extent such delay or failure is a result of any event beyond a party's reasonable control, that by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including, acts of God, fires, strikes, trade disputes, riots, embargos, earthquakes, storms, acts of the government, power losses or shortages, or inability to obtain parts or supplies, provided that the foregoing shall not apply to any obligation to pay money due. In such circumstances, the time for performance will be extended by a period equivalent to the period that nonperforming party's performance of the relevant obligation has been delayed or failed to be performed.

### **ENTIRE AGREEMENT.**

These Service Agreement Terms and Conditions, together with Seller's quotation regarding the Service Plan(s) or other services subject to these terms and conditions, and Seller's description of the services provided under the Service Plan purchased by Buyer, represent the entire agreement between the parties with respect to the subject matter herein and supersede and entirely replace (i) any previous agreements between the parties with respect to the subject matter herein and (ii) any pre-printed, standard, or other terms (except for the statement of Services or Service Plan selected and, if accurate, price) set forth in Buyer's purchase order (if accepted by Seller) or any other document not signed by an authorized representative of Seller and agreed to by Seller, which are hereby rejected and shall be void. Except as otherwise provided in these terms, in the event of an inconsistency between these terms and the terms appearing on Seller's quotation or other agreement signed by an authorized representative of Seller, the terms appearing on Seller's quotation or such other agreement shall supersede and take precedence over the inconsistent provision(s) of these terms, and all other provisions of these terms shall remain in full force and effect.

### **AMENDMENT; GOVERNING LAW; ENTIRE AGREEMENT.**

No amendment of these Terms or modification thereof shall be binding unless in writing and signed by a duly authorized representative of both Seller and Buyer. A party's failure to exercise any rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights or any other rights hereunder. Headings are included herein for convenience of reference only and shall not constitute a part of these terms for any other purpose. If any provision of these terms shall be held to be invalid or unenforceable for any reason, such provisions shall, to the extent of such invalidity or enforceability, be severed without in any way affecting the remainder of such provision or any other provision thereof, all of which shall continue in full force and effect. Nothing in these Terms shall be deemed or construed as a license or grant of any intellectual property rights, whether express, implied, by estoppel or otherwise by Seller, or to limit Seller's rights to enforce its patent or other intellectual property rights. No additions or modifications to these Terms shall be valid unless specifically agreed to in writing by both parties. These Terms and any underlying Service Plan shall be governed by the laws of the State of Delaware, exclusive of its conflict of laws rules.

## Sales of Sample Processing and CRO Services

**General.** These Terms and Conditions for Sample Processing and Research Services, together with the sales quote (“**Sales Quote**”) provided by LifeCanvas Technologies, Inc. (“**Seller**”) to customer identified on such Sales Quote (“**Customer**”) and the work plan (the “**Work Plan**”) set forth in Section 19 below, constitute a binding legal agreement (collectively, the “**Terms**”) with respect to the provision by Seller to the Customer of the services described herein, in the Sales Quote, and in Work Plan (the “**Services**”). If a purchase order or other form containing terms and conditions is used by Customer, LifeCanvas objects to any such terms and conditions. By placing an order for the Services, Customer accepts and agrees to be bound by the terms and conditions in these Terms. The parties hereto are sometimes referred to herein each individually as a “**Party**” and collectively as the “**Parties**.” The Parties agree as follows:

**Scope of agreement:** Each Party shall perform its activities hereunder in accordance with the goals, objectives, and tasks described in the Work Plan, in accordance with industry standards, and in compliance with all applicable laws, rules and regulations. Seller shall provide to Customer any required deliverables in accordance with the Work Plan (the “**Deliverables**”). As this work is part of a research services program designed in part for Seller to solicit feedback from its customers, Customer agrees to provide to Seller information and feedback relating to the Services and Deliverables (“**Feedback**”) upon Seller’s reasonable request. Customer hereby grants to Seller all right (including intellectual property rights), title, and interest in the fully paid-up, worldwide, transferable, sublicensable, irrevocable, perpetual right and license to access and use the Feedback, without any attribution or compensation to any party. Change in project scope will require mutual written agreement between Seller and Customer.

**Payment Terms:** Amounts payable by Customer to Seller under these Terms are as stated in the Sales Quote, such amounts to be invoiced in connection with each Deliverable provided hereunder, subject to the following provision. In the event Customer has not provided to Seller the tissue samples required for the Services within ninety days of Seller’s acceptance of Customer’s purchase order, Seller reserves the right to invoice Customer promptly thereafter. The foregoing



provision is to ensure timely receipt of the samples in order to accommodate laboratory scheduling demands. Customer will pay Seller within thirty (30) days of receipt of invoice. All amounts paid hereunder are nonrefundable. If payment is not received by the due date, Seller may assess and Customer agrees to pay a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate, whichever is less, of the amount due from the due date to the date of payment. If Seller retains a collection agency and/or attorney to collect unpaid amounts, Seller may invoice Customer for, and Customer will pay, all costs of collection, including without limitation reasonable attorneys' fees.

Services will be initiated only once a purchase order for Services is received from Customer. Customer will be invoiced following Seller's delivery of Services for Customer's order. Customer will pay to Seller the amounts owed for the Services and any Service Reagents within thirty (30) days from receipt of the invoice. Late payments may incur a charge at the rate of one percent (1.0%) per month, or the maximum amount allowed by law, whichever is less. If Seller retains a collection agency and/or attorney to collect unpaid amounts, Seller may invoice Customer for, and Customer will pay, all costs of collection, including without limitation reasonable attorneys' fees. For greater certainty, in case of default by failure to remit payment, all material, images, data or other deliverables produced by Seller hereunder will remain the sole property of Seller until such payments are made, and Seller may request that Customer return or destroy all copies thereof.

**Exchange rate adjustment:** For transactions where payment is made in a currency other than USD, the Buyer agrees to cover any shortfall resulting from fluctuations in the exchange rate between the PO issuance date and the actual receipt of funds by LifeCanvas Technologies, Inc. ("Seller"). If the exchange rate changes in a manner that results in a lower amount received by the Seller than the originally agreed PO amount in USD, the Buyer shall be responsible for making an additional payment to cover the difference. The final amount due shall be the higher of (i) the amount calculated using the exchange rate on the date of the PO or (ii) the amount based on the exchange rate on the date of receipt of the funds by the Seller's bank. Any additional payment required to cover exchange rate differences must be made within thirty (30) business days of notification by the Seller.

## 1. Definitions

1.1 **“Customer Information”** means, to the extent that each of the following is not Seller Information, (a) all information, data, and other items supplied by Customer to Seller (including the Material (as defined below)) and (b) all information developed by Seller as part of the Services directly derived from any information, data or other items in the foregoing clause (a).

1.2 **“Inventions”** means any inventions or discoveries, whether or not patentable, made by employees or agents of Seller (either solely or jointly with employees or agents of Customer) that arise from the Services.

1.3 **“Seller Information”** means all information, data, and other items relating to Seller’s processes and technology (including tag identification, generation, and construction; assays; and techniques).

1.4 **“Services”** means the work described in Seller’s quotation and work plan to Customer.

1.5 **“Customer Data”** means all data generated as part of the Services provided to Customer, including but not limited to raw data, processed data, metadata, images, and quantitative analyses.

## 2. Material

2.1 **Delivery and Use.** Following Seller’s acceptance of Customer’s Sales Quote, Customer will promptly deliver, at no cost to Seller, quantities of certain materials, including biological samples such as tissue sections, cell cultures or other related biological specimens required for processing and analysis (the **“Material”**) that are sufficient for Seller to perform the Services. The Customer is responsible for providing tissue and other agreed upon materials of acceptable quality to be determined by mutual agreement. All Materials shall be coded and de-identified by Customer prior to transfer to Seller in accordance with privacy standards under applicable laws and regulations. Customer agrees that the Materials will not contain any personally identifiable information. Customer hereby grants to Seller the nonexclusive right and license to use the Material solely to perform the Services. Customer represents and warrants that it has all rights and has

obtained all consents required under applicable laws to provide the Materials to Seller. Seller must only use the Material to perform the Services and Seller is authorized to allow its third party service providers to use the Material in connection with the provision of the Services. Without the advance written consent of Customer and except to Seller's third party servicers acting in such capacity, Seller will not transfer, deliver, or disclose to any third party the Material. Seller will not use the Material in humans. Seller will not reverse engineer the Material for any purpose, including to identify structures or properties. Upon completion of the Services, any Material will be destroyed or, upon Customer's written request and expense, returned. Notwithstanding the foregoing, the Parties mutually agree that that Seller may retain any Material for internal research and development purposes. If Customer's Sales Quote includes the purchase of antibodies, or other consumables specifically for use in the performance of the Services (the "**Service Reagents**"), title and all risks of ownership to such Service Reagents shall pass to Customer upon the delivery of such Service Reagents by Seller to Seller's service laboratory. In the event that Customer has not delivered all of the Materials required for Seller to perform the Services within ninety (90) days following Seller's acceptance of Customer's order, Seller may notify Customer and ship to Customer, at Customer's expense (such shipping costs to be subsequently invoiced by Seller and paid by Customer), the Service Reagents that were to be used in the performance of the Services. Customer may ship back to Seller at Customer's expense the Service Reagents, along with the Materials required for Seller to perform the Services, at such time as Customer chooses.

**2.2 Representation of Customer.** Customer represents and warrants that (1) Customer's delivery of the Material to Seller complies with all applicable laws, rules, and regulations ("**Applicable Laws**"); (2) Customer has the full right to deliver the Materials to Seller for use in connection with the Services; and (3) the Materials can be used as contemplated without any obligations or liability to any third parties. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THESE STANDARD TERMS, CUSTOMER MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO THE MATERIAL. CUSTOMER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND

NON-INFRINGEMENT WITH RESPECT TO THE MATERIAL. SELLER ACKNOWLEDGES THAT THE MATERIAL IS EXPERIMENTAL IN NATURE AND MAY HAVE UNKNOWN HAZARDOUS CHARACTERISTICS. CUSTOMER WILL INFORM SELLER IN WRITING OF ANY KNOWN HAZARDOUS CHARACTERISTICS OF THE MATERIAL. SELLER IS AWARE OF THE FORESEEABLE RISKS OF WORKING WITH THE MATERIAL, AND SELLER WILL STRICTLY ADHERE TO PROPER LABORATORY PROCEDURES FOR HANDLING CHEMICALS AND BIOLOGICAL SUBSTANCES WITH UNKNOWN HAZARDOUS CHARACTERISTICS.

#### **4. Confidentiality**

**4.1 Customer Information.** Seller will (a) not use the Customer Information for any purpose except to perform the Services; (b) take reasonable steps to maintain the confidentiality of the Customer Information; (c) not disclose the Customer Information to any third party (except to its employees and third party service providers who need to know in connection with the provision of the Services and who are bound by written confidentiality obligations); and (d) not publish the Customer Information.

**4.2 Seller Information.** During and after the term of these Terms, Customer will (a) not use the Seller Information for any purpose; (b) take reasonable steps to maintain the confidentiality of the Seller Information; and (c) not disclose the Seller Information to any third party.

**4.3 Exceptions.** Each party's respective obligations under Sections 4.1 and 4.2 will not apply if, as applicable, the Customer Information or the Seller Information (a) was publicly known and made generally available in the public domain before the information was disclosed to the receiving party; (b) became publicly known and made generally available, after disclosure by the disclosing party, through no wrongful action or inaction of the receiving party or others who were under confidentiality obligations; (c) was in the receiving party's possession, without confidentiality restrictions, at the time of disclosure by the disclosing party, as shown by receiving party's files and records; or (d) was independently developed by the receiving party without use of or reference to, as applicable, the Customer Information or Seller Information.

**5. Reports, Data, and Use of Information.** Seller will deliver a final report of the results upon completion of the Services. Customer will have the unrestricted right to use and disclose for any purpose that Customer deems necessary or advisable in the ordinary course of business all Customer Information contained in reports delivered by Seller as part of the Services. Upon publication of results by the Customer, LifeCanvas may use the Customer Data in a non-exclusive manner for its internal research and development, quality control, and marketing, provided such use does not include publicly disclosing identifiable information without Customer's consent. If the Deliverables, such as a final report, results and related data are provided to Customer electronically ("**Customer E-Data**"), including through an online portal, Customer acknowledges that, despite reasonable precautions taken by Seller, it may be possible for third parties to intercept or access Customer E-Data or for the Customer E-Data to be lost or destroyed. Seller cannot guarantee the security of Customer E-Data and is not responsible for any unauthorized access or loss or destruction of Customer E-Data, except in cases of Seller's gross negligence or willful misconduct. Seller has no obligation to provide ongoing access to the Customer to the Customer E-Data following initial delivery and Seller may delete or discontinue Customer's access to such Customer E-Data at any time following initial delivery. It is Customer's responsibility to store and back-up its results and related data following Seller's initial delivery. However, as a courtesy, Seller may retain Customer E-Data for up to sixty (60) days from the date of delivery, after which such data may be deleted at Seller's discretion. Extended data storage or alternative formats may be available as a separate paid service upon written request prior to the end of the 60-day period.

**6. Ownership.** Seller will own all right, title, and interest, including intellectual property rights, in and to all Seller Information and all Inventions, excluding Inventions that are Customer Information (such Inventions, "**Customer Inventions**"), which will be owned by Customer. Upon receipt of full payment of all amounts owed hereunder, Seller hereby assigns to Customer all of its right, title, and interest, including intellectual property rights, in and to all Customer Inventions.

**10. Pre-Release Products.** If the Services include use of a Seller product that is a beta, technology access, early access, or other pre-commercial release version ("**Pre-release Product**"), then this section applies. To the extent that any

provision in this section is in conflict with any other term or condition in these Terms, this section shall supersede such other term(s) and condition(s) with respect to the Pre-release Product, but only to the extent necessary to resolve the conflict. Customer acknowledges that the Pre-release Product is a pre-release version, does not represent final product from Seller, and may contain defects, bugs, errors and other problems that could cause system or other failures, sample loss and data loss. CONSEQUENTLY, THE PRE-RELEASE PRODUCT IS PROVIDED TO BUYER "AS IS", AND SELLER DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PRE-RELEASE PRODUCT AND ALL LIABILITY OBLIGATIONS TO CUSTOMER OF ANY KIND. Customer acknowledges that Seller has not promised or guaranteed to Customer that Pre-release Product will be announced or made available to anyone in the future, that Seller has no express or implied obligation to Customer to announce or introduce the Pre-release Product, and that Seller may elect not to introduce a product similar to or compatible with the Pre-release Product. Accordingly, Customer acknowledges that any research or development that Customer performs based on the Pre-release Product or any product associated with the Pre-release Product is done entirely at Customer's own risk.

**11. Compliance with Laws.** Seller will conduct the Services in accordance with all Applicable Laws. Seller will not employ or otherwise use any person debarred under Section 21 USC 335a to perform the Services. Buyer agrees that it is Buyer's responsibility to ensure that such services are adequate to meet its regulation/certification requirements and that all requirements of any governmental body or other organization, including, but not limited to any requirement of the United States Food and Drug Administration or the International Organization for Standardization are the responsibility of Buyer.

**12. Warranty:** For a period of six (6) months after Customer's receipt of the Deliverables, in the event that Seller has made an error in its performance of the Services that renders the Deliverables invalid, as Customer's sole remedy for such error, Seller shall repeat the Services without additional charge to Customer.

**13. DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THESE STANDARD TERMS, SELLER MAKES NO ADDITIONAL REPRESENTATION OR

WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING ITS PERFORMANCE OF THE SERVICES. SELLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT SELLER MAKES NO GUARANTEES REGARDING THE RESULTS OF THE SERVICES OR ANY USE DERIVED FROM SUCH RESULTS.

**14. LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA OR OTHER SUCH PECUNIARY LOSS) ARISING OUT OF OR RELATED TO PROVISION OF THE SERVICES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF PERFORMING THE SERVICES EXCEED THE AMOUNT PAID BY CUSTOMER TO SELLER.

**PAYMENT TERMS.**

(a) Invoices are payable at the date set forth in the Quotation or the applicable invoice no later than thirty (30) days after the date of the invoice. Buyer shall pay all transportation, handling, taxes (except for taxes based on Seller's income), license fees, import, export and customs fees and duties, tariffs and other charges related to the Products or services purchased hereunder. If claiming tax exemption, Buyer must provide Seller with valid tax exemption certificates. If Buyer fails to pay any invoice when due, Seller may charge Buyer interest in an amount equal to the lesser of one and one-half percent (1½%), or the maximum legally permissible rate, per month on any past due balance. Seller may withhold delivery of any Products or services purchased under a Purchase Order at any time in the event of any late fees or in the event Buyer's account is past due or exceeds its approved credit limit. If Seller employs any legal process to recover any amount due and payable from Buyer here under, Buyer shall pay all costs of collection and reasonable attorney's fees. Any exchange charges, any charges for nonpar clearance of checks or collection charges (including reasonable



attorneys' fees) will be paid by Buyer. Any amounts not paid when due will bear interest at a rate of 18% per annum or, if lower, the maximum rate permissible by law.

(b) If Buyer wishes to change the scope of the Services set forth in the applicable Work Plan, Buyer will submit a written request to Seller, and Seller will provide a proposal to Buyer which may include changes in the timing and cost of the Services. If Buyer agrees to the proposal, the applicable Work Plan will be considered amended accordingly.

(c) If for any reason Buyer is unable to accept delivery of goods, Seller may store the goods at Buyer's sole expense and risk in the name of Buyer, and such storage shall constitute shipment and delivery to Buyer. Thereafter, Buyer will be solely responsible for any shipment of the goods to any other destination.

**15. Governing Law.** These Terms will be governed by and construed in accordance with the laws of the State of Delaware, and the patent laws of the United States, without reference to provisions of conflicts of laws.

**16. Notices.** Any notice required or permitted under the terms of these Terms or required by law must be in writing and must be: (1) delivered in person; (2) sent by certified or registered mail with return receipt requested; or (3) sent by overnight air courier with a tracking mechanism, in each case properly posted and fully prepaid to the appropriate address set forth in the Sales Quote. Either party may change its address for receiving notices by notice to the other party given in accordance with this section. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail, or one day after delivery to an overnight air courier service.

**17. Force Majeure.** Neither party will be liable for any failure or delay in performing any of its obligations under Sales Quote (other than the payment of fees) to the extent such delay or failure is a result of any event beyond a party's reasonable control, that by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including, acts of God, the elements, fire, flood, component shortages, riot, insurrection, industrial dispute, accident, war, embargoes, legal restrictions, or any other cause beyond the reasonable control of the party. In such circumstances, the time for performance will be extended by

a period equivalent to the period that nonperforming party's performance of the relevant obligation has been delayed or failed to be performed.

**18. Miscellaneous.** These Terms exclusively governs the provision of the Services by Seller with respect to the subject matter hereof and these Terms are the final, complete and exclusive statement of the terms under which the Services will be provided to Customer by Seller, superseding all prior written and oral agreements, understandings and undertakings. Modifications may be made only in writing, signed by an authorized corporate officer of Seller. Seller may freely assign this Agreement without Customer's prior written consent. Customer may not assign these Terms, except that Customer shall have the right to assign and otherwise transfer these Terms in connection with the sale of all or substantially all of the assigning party's business or assets, operation of the law, or otherwise. The waiver of any term or condition or any breach thereof will not affect any other term or condition of these Terms. Time is not of the essence for Seller's obligations herein. In the event that any provision of these Terms or portion thereof is found to be illegal or unenforceable, the Agreement will be construed without the unenforceable provision or portion thereof.

#### **19. Work Plan**

- a. *Assay Name:* Seller Tissue Clearing, Immunolabeling, and Light Sheet Imaging, as well as Megatome sectioning if necessary.
- b. *Material to be Provided by Customer:* Customer will provide to Seller the number of research samples stated in the Sales Quote, at such time and according to such specifications to be mutually agreed upon in good faith by Seller and Customer. Customer must ensure that tissue samples and related documentation and packaging are de-identified from patients and do not contain personally identifiable information of any patient. Customer will provide the tissue samples to Seller within forty-five (45) days of Seller's acceptance of Customer's purchase order.
- c. *Work Performed by Seller:* Seller will use commercially reasonable efforts to complete the Services within a mutually agreeable time frame. Seller will perform the Research Services, using the agreed upon number of tissue samples, primary and secondary antibodies, imaging specifications, as well as applicable reagents supplied by Seller as defined in the Sales Quote. Seller and Customer will discuss in good faith and define the antibodies used, tissue clearing and imaging specifications, and selection

process for any higher magnification regions of interest. 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. If samples provided by Customer are not of a research quality to provide accurate Deliverables to Customer, Seller is not required to duplicate the study with new samples. If Seller will repeat the Work Plan with new samples, Customer will be responsible for the cost of the new Work Plan based on the defined Sales Quote.

- d. *Deliverables Provided by Seller:* An assay report (or multiple reports, should Seller choose to provide the data and results for some of the samples before all of the samples have been analyzed), including raw data and processed results, will be provided by Seller to Customer. Customer agrees that it shall only use the assay results for its research purposes and not for any patient care or clinical use. For cases in which there is partial delivery, Customer or Seller accountability will depend on the nature of the situation. If there is a sample integrity issue (e.g. inadequate animal perfusion, tissue harvest, etc.), Customer is fully responsible for such issue. Seller will use commercially reasonable efforts to promptly inform the Customer of any sample integrity issues. Should there be a Seller pipeline issue (e.g. device failure, sample mishandling, etc), Seller is fully responsible for such issue. In both scenarios, Seller can receive fresh samples to perform the Services. Seller may charge additional fees for the performance of the Services on fresh samples received due to sample integrity issues resulting from the Customer.