



BIOMERIEUX SEQUENCING & CONSULTANCY SERVICES TERMS AND CONDITIONS

These bioMérieux Sequencing & Consultancy Services Terms and Conditions (the “Terms”) are intended to supplement bioMérieux General Terms and Conditions (“GTC”). In the event of any conflict, inconsistency, or ambiguity, the Sequencing & Consultancy Services Terms and Conditions shall prevail.

1 SCOPE.

1.1 These Terms between bioMérieux (“Company”) and the customer (“Customer”) requesting certain Services (as defined below), govern the relationship between Company and Customer, and the terms on which the Services are provided by the Company and/or a third-party provider to Customer. Each of Company and Customer is, individually, a “Party”, and collectively, the “Parties”.

1.2 A “Service Order” means any document, in any media, including via the Internet that sets out the services to be provided to Customer by Company or a third-party provider (the “Services”). Customer agrees that when Customer signs or submits a Service Order or otherwise indicates Customer’s acceptance, as the context requires, an agreement will be formed between Customer and Company for the provision of the Services, which will be governed exclusively by these Terms.

1.3 If for any reason any Service Order is not signed by Customer, Company is entitled to assume that any conduct by Customer or Customer’s agents that recognizes the existence of a contract pertaining to the subject matter of the Service Order, including Customer’s provision of samples, information, data or other materials (“Customer Materials”) to Company for testing, analysis, or the performance of any other Service by Company for the benefit of Customer, is acceptance by Customer of these Terms.

1.4 Nothing in these Terms prevents Company from providing similar or identical services to those contemplated herein or in any Service Order to other customers.

2 COMPANY RESPONSIBILITIES.

2.1 Company shall use commercially reasonable efforts to perform the Services in compliance with all applicable international, federal, state and local laws and regulations (“Laws”).

2.2 After the conclusion of the Services, Company shall provide Customer with the outcome of such Services performed (“Results”), including in the form of a report. Where applicable, the report may be delivered in writing or electronically through a cloud-based software. Customer understands and agrees that the Results and any other data, analysis, or information provided by Company to Customer (collectively, “Service Reports”) will be based solely upon the Customer Materials, or the facilities or operations Customer makes available to Company. Company shall be entitled to rely, without inquiry, upon the accuracy and completeness of any Customer Materials. Company shall have no liability for any errors, deficiencies, or omissions in any Services provided to Customer that are based on contaminated, inaccurate or incomplete Customer Materials.

The Service Reports are intended for use by persons having professional skill and training in the interpretation of such information. Any Service Report furnished by Company is solely

for the benefit of Customer and no other person or entity and shall not be used or relied on by any such person or entity.

Company disclaims and assumes no responsibility, and Customer hereby waives and releases Company, its affiliates, and their employees, agents and representatives (“Representatives”) from all actions, proceedings, suits, causes of action, arbitration, verdicts and judgments either at law or in equity or arising under a statute, demands, claims of any nature, costs and expenses or otherwise resulting from interpretation and use of any Service Reports and any data or information in connection therewith.

Company shall not be responsible for any failure or delay in providing any Services to the extent that such failure or delay results from any failure or delay on the part of the Customer, including with respect to in (i) providing materials, documents, information, consents or approvals, or access to facilities, (ii) performing its obligations under these Terms or any Service Orders, or (iii) taking any other actions.

3 CUSTOMER’S RESPONSIBILITIES.

3.1 Customer hereby represents and warrants that (i) it has the full right and authority to enter into the Service Order and to be governed by these Terms, (ii) that each Service Order and these Terms has been duly authorized by all necessary action on its part.

3.2 If applicable, Customer shall allow Company Representatives reasonable access to Customer’s facilities as necessary to perform the Services. Customer shall be responsible for providing a safe workplace and working conditions for Company Representatives. Any hazardous or toxic materials to which Company Representatives may be exposed during the performance of the Services shall be properly stored and labeled by Customer in accordance with applicable laws and regulations.

3.3 Customer acknowledges and agrees that all decisions regarding (i) which Services are required related to Customer’s products, services or business and (ii) any actions to be taken or not to be taken based on any Service Reports (including any withdrawal or recall of products or services or reporting to any government authority based on any Service Reports), are solely Customer’s responsibility and at Customer’s sole risk. Interpretation of any Service Reports is at Customer’s own risk. Customer hereby represents and warrants that (i) it has sufficient and reasonable commercial knowledge and experience with respect to all Laws related to its products, services, and business, (ii) Customer is in material compliance with all applicable Laws of any relevant jurisdiction, including but not limited to, (x) export and data privacy Law, and (y) controlled substances Laws; and (iii) neither Customer, nor any of its suppliers subject to the performance of Services, is named on any U.S. or EU government denied-party list.

Further, Customer shall not permit its users or suppliers to receive Services or access or use any Service Report in a U.S. or EU

embargoed country or in violation of any U.S. or EU export law or regulation. If necessary and in accordance with Law, Company may cooperate with local, state, federal and international government authorities with respect to the Services, at Customer's costs. Notwithstanding any other provision in these Terms, Company may immediately terminate these Terms or any Service Orders and/or deny Services for noncompliance with applicable Laws or in the event any circumstances arise which Company determines, in its sole discretion, could cause it to violate applicable Laws or otherwise presents a material risk to Company's business or reputation.

4 CONTROL OF MATERIALS.

4.1 Customer hereby represents and warrants to Company that (i) Customer has all permissions, approvals and legal rights necessary to provide the Customer Materials for use by Company, and (ii) the Customer Materials provided in connection herewith do not and will not infringe or otherwise violate any third-party intellectual property or proprietary rights or Law. Customer shall be solely responsible for any legal liability arising out of or relating to Customer Materials.

4.2 Customer acknowledges and agrees that, due to the nature of the Services to be conducted, Company shall be under no obligation at any time to return or dispose of Customer Materials, and Company may destroy Customer Materials upon completion of the Services or after a retention period determined by Company, or retain any Customer Materials.

4.3 Company will use commercially reasonable efforts to retain a copy of all Service Reports consistent with its data retention policies or as otherwise required by Law (the "Retention Period"). Upon the expiration of the Retention Period, Company will have the right to destroy or otherwise dispose of any and all records relating to the Services in its possession. Customer will pay all reasonable expenses incurred by Company in transferring any records to Customer.

4.4 Subject to the foregoing and other provisions regarding Customer Materials, Company acknowledges and agrees that Customer shall own and retain all right, title, and interest in and to any information provided by Customer to Company or its agents for the execution of the Services, and any information generated by Company directly in connection with the performance of the Services (collectively, "Customer Data"). Company acknowledges and agrees that the Customer Data is Customer's Confidential Information. Customer hereby grants the Company a non-exclusive, perpetual, irrevocable, royalty free, fully-paid up, transferable, sublicensable, worldwide right and license to use, reproduce, distribute, display, perform, modify and create derivative works based upon, Customer Data in any manner and for any purpose, subject to confidentiality obligations hereunder, in connection with Company's current and future products and services. Customer acknowledges and agrees that Company shall own and retain all right, title, and interest in and to any knowledge, including information, know-how, invention, software, algorithm, data, databases, and any other intellectual property or proprietary right, generated or otherwise developed by or on behalf of Company in connection with any use of Customer Data.

5 SHIPPING.

5.1 Customer shall ensure that all Customer Materials shipped or otherwise delivered to Company are (i) fully described on all shipping/delivery documents, (ii) properly packaged and adequately and securely packed, wrapped and cushioned for transportation, and (iii) accurately marked and labeled. If a shipment contains hazardous materials or other dangerous items or governmentally regulated substances, the packaging and contents of the shipment shall be conspicuously labeled with content information and all necessary and advisable warnings and proper handling instructions and restrictions.

5.2 Customer shall not ship or attempt to ship any items to Company (i) in violation of any Laws, or (ii) that are otherwise not accepted by the applicable shipping company or in violation of the terms and conditions applicable thereto (whether by reason of the nature of the items, weight, size, value or otherwise).

5.3 Customer shall be responsible for damages incurred by Company, its affiliates and their Representatives that are the result of (i) Customer withholding safety information about handling any materials delivered to Company, (ii) the nature and content of any materials delivered to Company, or (iii) Customer's violation of any Law or the terms and conditions of the shipping company.

5.4 Company shall not be responsible for any loss, damages or delays resulting from (i) untimely, incorrect, incomplete or missing shipping or handling information, (ii) the nature or content of any shipment, including any defect, characteristic or inherent vice of the shipment, or (iii) damage to or loss of articles or alteration in any manner of the contents of a shipment (including spoilage, contamination or chemical changes affecting samples) as a result of improper packaging, shipping conditions or damage to packaging during shipment. Perishable materials are shipped solely at the Customer's risk for any damage arising from the perishable nature of the item.

5.5 Customer agrees to pay for all fees associated with shipment, including customs clearance fees, permit fees and other governmental fees, which are variable and are applied on a case-by-case basis. Customer is responsible for compliance with all applicable export control requirements and must provide applicable documentation and information required by the laws of the origin and destination countries for export and import of shipments. Customer is responsible for obtaining any required export and import licenses and permits. Company will use commercially reasonable efforts (at Customer's costs) to work with Customer to mitigate any known clearance formalities before shipment.

5.6 When applicable, in consideration of the Service provided by bioMérieux and/or a third-party provider, bioMérieux may ship to Customer collection kits (the "Kits"). The price of such Kits shall be included in the overall Service package.

5.7 Customer shall maintain all necessary licenses, records, and documentation pertaining to and shall comply with all Laws governing the dispensing, packaging, labeling, shipment or tender of shipment of regulated materials and substances.

5.8 Company shall have no, and hereby disclaims any, liability to Customer for loss, damage, delay or non-delivery/non-collection of any Customer Materials shipped by Customer to Company or to any third party in connection with the Services.

5.9 Customer acknowledges and agrees that shipping rates may vary depending on contents, size, weight, value, and destination, as determined pursuant to the shipping company, which company may impose certain surcharges or additional fees in connection with non-standard shipments, inaccurate shipping information, incorrect labeling, etc. Customer acknowledges and agrees that Customer shall be responsible for any and all costs, fees, surcharges, and other expenses charged to Company in connection with Customer's shipments, including, but not limited to, all costs and fees in excess of the shipping company's standard rates. Customer further acknowledges and agrees that Company may charge Customer an administration fee in addition to actual shipping costs to cover Company's costs of administering the Services.

6 PAYMENT.

Unless otherwise agreed between the parties, Company reserves the right to invoice all or part of a Service that is modified or cancelled by the Customer less than 10 calendar days before the scheduled performance date. Failure to send the Customer Materials will be considered a cancellation of the Service and will likewise result in invoicing all or part of the Service by Company.

7 CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

7.1 Each Party shall retain all right, title, and interest in and to (i) any know-how, technologies, techniques, processes, designs, formulae, models, materials, data, work product, and intellectual property and proprietary rights (A) that it owns independently from any Service Orders or (B) that are developed by the Party not as a direct result of any Service, and (ii) any improvements or modifications to any of the foregoing (all of the foregoing collectively, "Background Technology"). Customer shall own any Service Reports (excluding, for clarity, all Background Technology of Company included therein, including but not limited to the cloud-based software and associated database). Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license under any Background Technology of Company included in the Service Reports, sole for the purposes of using the Service Reports in accordance with the Terms and the Service Orders and for no other purpose. Customer acknowledges and agrees that, to the extent that Customer provides any feedback or other information ("Feedback") to Company with respect to any Service, Company shall own all right, title and interest in and to any Feedback, and Customer hereby assigns to Company all right, title and interest in and to any Feedback.

7.2 Customer shall not, without Company's prior written consent, (i) use Company's name, trademark, or logo; or (ii) use any Service Report in any manner which may cause harm to Company's reputation and/or its business. Customer shall not at any time misrepresent the content of any Service Report, or other information received from or relating to Company or its work on behalf of Customer.

7.3 Customer will retain intact and will not modify or remove any of Company's or its licensors' or providers' trademarks, service

marks, logos, copyright and/or trademarks designators or makings, ownership indicators from any Service Reports or other report forms, splash or display screens, printout pages, or other forms of retrieved data or displays. Customer acknowledges and agrees that a copyright notice shall not cause, or be deemed or construed as causing, any documentation to be a published copyright work or to be in the public domain.

7.4 Except to the extent specifically set forth in these Terms or any Service Order, no right or license whatsoever, either express or implied, is granted by Customer or Company under any Background Technology, copyright, trade secret, trademark, trademark application, patent, patent application, or any other intellectual property or proprietary right now or hereafter owned or controlled by such Party, and each of Customer and Company expressly reserves such rights.

8 LIMITATIONS OF LIABILITY.

8.1 EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INTERFERENCE, OR ACCURACY, INCLUDING ANY ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, RELATED TO THE SERVICES, ANY SERVICE ORDER, THESE TERMS OR OTHERWISE. THE REPRESENTATIONS, WARRANTIES, OBLIGATIONS, AND LIABILITIES OF COMPANY HEREUNDER ARE EXCLUSIVE.

8.2 CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS", "WHERE IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING, AND DISCLAIMS ALL LIABILITY FOR, THE ACTS OR OMISSIONS OF THIRD PARTIES, ANY MATERIALS PROVIDED BY THIRD PARTY LICENSORS, HOSTS OR PARTNERS, ARRANGEMENTS WITH THIRD PARTIES, OR USE OF THIRD-PARTY SITES, SYSTEMS OR SERVICES.

8.3 IN NO EVENT SHALL EITHER COMPANY OR ITS REPRESENTATIVES, SUCCESSORS, OR ASSIGNS BE LIABLE UNDER THESE TERMS OR ANY SERVICE ORDERS FOR, AND CUSTOMER HEREBY EXPRESSLY WAIVES RIGHTS TO, ANY INDIRECT, ECONOMIC, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOSS OF USE, LOSS OF DATA, LOSS OF SAVINGS, LOSS OF INCOME, LOSS OF OPPORTUNITY, COSTS OF RECOVERY, LOSSES BY REASON OF COST OF CAPITAL, OR A FAILURE TO REALIZE EXPECTED SAVINGS) DIRECTLY OR INDIRECTLY ARISING OUT OF, OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THESE TERMS OR ANY SERVICE ORDERS, HOWEVER CAUSED, WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR LIKELIHOOD HAS BEEN DISCLOSED TO COMPANY, AND REGARDLESS OF WHETHER A CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), VIOLATION OF ANY APPLICABLE DECEPTIVE TRADE PRACTICES ACT, LAW, OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE.

8.4 Company's aggregate liability to Customer for breach of these Terms or any Service Orders, any implied representations or warranties, or for any negligence or other wrongdoing in the performance of the Services or otherwise related hereto, is limited, at the Customer's option, to either re-performing the affected part of the Service or refunding the fee paid by Customer in respect of the affected part of the Service.

9 INDEMNITY.

9.1 Company agrees to defend, indemnify and hold harmless Customer, its directors, officers, representatives, agents, employees and contractors from and against any and all claims, demands, losses, costs (including but not limited to reasonable attorneys' fees) or other cause of action (collectively "Claims") if Company has received written notice thereof no later than one (1) month after the date of the Customer's knowledge of the relevant Claim, to the extent such Claim directly results from Company's willful misconduct or fraud in connection with the performance of the Services.

9.2 Customer agrees to defend, indemnify and hold harmless Company, its affiliates and their respective officers, agents, employees, representatives and contractors from and against any and all Claims arising out of or relating to (i) the performance of the Services in accordance with these Terms or any Service Order, (ii) the third-party consultant's services (iii) Customer's use of any products or services reviewed or analyzed by Company, (iv) the use of the Service Reports, or (v) Customer's willful misconduct or fraud, except to the extent of any required indemnity of Customer by Company pursuant to Section 9.1 above.

10 GENERAL CONDITIONS.

10.1 These Terms and any open Service Orders may be terminated by Company for its convenience with thirty (30) days written notice. If the Terms or any outstanding Service Orders are terminated, Company shall be paid in full for all Services performed through the termination date, and the Customer shall be provided with a report of Services conducted prior to termination. Sections 1, 6, 7, 8, 9, and 10 shall survive the termination of the commercial relationship between the Parties.

10.2 Customer may not delegate, assign, or transfer any obligations or interest in these Terms or any Service Order without the prior written consent of Company. Any merger, sale of Customer's assets to which these Terms or any Service Order relate, a stock sale of Customer, or a change of control of Customer shall be deemed an assignment in violation of this Section. Any assignment or purported assignment in violation of this Section shall be null and void. Company may assign or transfer these Terms, any or all Service Orders, or any or all of its rights or obligations at any time (i) to any of its affiliates (including, for clarity, current and future affiliates), and (ii) to a successor in interest, or to any other third party, in connection with a merger, sale of all or substantially all of Company's assets to which these Terms or any Service Order relate, a stock sale of Company, or a change of control of Company. Company may, in its sole discretion, subcontract any or all Services to qualified third parties.

10.3 Company will be excused for any failure or delay in performing any of its obligations under these Terms or any Service

Orders, to the extent such failure or delay is caused by any act of God, accident, explosion, fire, flood, storm, hurricane, earthquake, severe weather, riot, civil commotion, rebellion, act of war or terrorism, accident, loss of electricity, strike, lockout, or other labor dispute or similar disturbance, pandemic, epidemic, delays of suppliers or carriers, order or other action of any government body or instrumentality thereof, or any other circumstance or event outside of Company's reasonable control.

10.4 It is expressly understood and agreed that each Party is acting as an independent contractor and neither Party is an employee, agent or other representative of the other Party for any purpose whatsoever. No partnership, joint venture or agency is created through the provision of the Services or these Terms or any Service Orders.

10.5 Each Party, at its own expense, shall maintain adequate insurance coverage throughout the commercial relationship between the Parties.

10.6 These Terms and any Service Orders form the entire agreement between Customer and Company and replace all prior discussions or agreements, written or oral. If there is any conflict, these Terms prevail unless a Service Order expressly overrides them. No other terms, including those in Customer's purchase order, are binding unless accepted in writing by Company. Company may update these Terms at its discretion.

10.7. Failure or delay by either Party to exercise any right under these Terms or a Service Order does not waive that right. Partial exercise of a right does not prevent further exercise or other rights.

10.8 If any provision of these Terms or a Service Order is found invalid, illegal, or unenforceable, the remaining provisions remain in effect. The Parties agree to replace the invalid provision with one that is as close as possible in intent and enforceable under applicable law.