

Singular Genomics Systems, Inc. Commercial Terms and Conditions

Version 1.0. Approved and effective 2026-08-01. Singular Genomics Systems, Inc.

Preamble and Acceptance

These Terms and Conditions, together with each Quote, Order Confirmation, and applicable Schedule, govern every Quote, Order, and sale or license of Products and every provision of Services by Singular Genomics Systems, Inc. to the Customer. By submitting an Order, accepting delivery of a Product, installing or using any Software, or submitting Samples for Services, the Customer accepts and agrees to be bound by this Agreement. This Agreement applies to all lines of business, including Instruments and installed-base support, Consumables, Tooling, Standard Panels, Custom Panels, Services, and informatics and data outputs. This Agreement controls unless a master agreement signed by both parties expressly governs the applicable Order, in which case that signed master agreement controls to the extent stated in Section 2. Singular's acceptance of any Order is expressly conditioned on the Customer's assent to this Agreement, and Singular objects to and rejects any additional or different terms proposed by the Customer except as provided in Section 2.

1. Definitions

Capitalized terms have the meanings set out below. Terms defined in the singular include the plural and the reverse.

1.1 Agreement. These Terms and Conditions, including the Core, all Schedules, and each Quote or Order Confirmation Singular accepts, together forming the entire agreement between Singular and the Customer for the applicable Order, subject to any signed bilateral master agreement that ranks above it under the Order of Precedence.

1.2 Singular. Singular Genomics Systems, Inc., a Delaware corporation, and, where the context requires, its affiliates performing under the Agreement. Singular Genomics Systems, Inc. is the operating company that contracts with customers and is a wholly-owned subsidiary of Singular Genomics Parent, LLC, a Delaware limited liability company.

1.3 Customer. The person or entity that submits an Order, accepts delivery of a Product, or submits Samples for Services, as named in the Quote or Order Confirmation.

1.4 Products. Any Instrument, Consumable, Tooling, Standard Panel, Custom Panel, or Software that Singular sells or licenses under the Agreement, as identified in the applicable Quote or Order Confirmation. Products do not include Services or Deliverables.

1.5 Instrument. Any hardware platform supplied or supported by Singular, including the installed base of G4x platforms and any Historical G4 sequencing platforms in the field. Instruments are supported as an installed base and are not sold as new units except as expressly stated in a Quote.

1.6 Consumables. Flow cells, panels, reagents, kits, and labware, and any component of the foregoing, intended by Singular for use with a Singular Instrument. Flow cells are single-use. Panels and other synthesized reagents are supplied as a quantity intended to be aliquoted across runs and used until depleted or the labeled expiration or shelf-life date, and are not single-use. No Consumable may be reused beyond its supplied or labeled uses, repackaged, or relabeled, and any item the Documentation designates single-use may be used only once.

1.7 Tooling. TissuStamp and any other physical tissue-preparation product Singular sells, together with any embedded firmware.

1.8 Standard Panel. A validated, catalog panel supplied to its published Specifications and identified as a standard or catalog panel in the Quote or Documentation.

1.9 Custom Panel. Any panel designed to Customer-specific or project-specific content, targets, or Specifications, whether sold to the Customer as a Product or used by Singular internally in performing Services. Custom Panels are not validated to Standard Panel Specifications and are not Standard Panels.

1.10 Software. Instrument control software, firmware, and informatics or pipeline software supplied or made available by Singular, in object or executable form only. Software is licensed, not sold, and title remains with Singular.

1.11 Services. The central-lab spatial analysis services, antibody and proteomic services, and informatics and data-analysis services Singular performs on Customer Samples and delivers as Deliverables, as scoped in a Quote, Order Confirmation, or statement of work under Schedule C or Schedule D.

1.12 Samples. Biological or tissue material the Customer submits to Singular for Services. Samples are treated as potentially human tissue that the Customer must de-identify before shipment. Title to Samples remains with the Customer at all times.

1.13 Service Data. The processed data Singular generates in the course of performing Services, including processed spatial data, expression matrices, feature calls, per-project QC metrics, and analysis reports. Service Data does not include Source Data, which is defined separately in Section 1.16 and is owned and retained by Singular.

1.14 Result Data. The final, project-specific analytical output generated from a Customer's Samples and delivered to that Customer, as distinct from Source Data and from De-identified or Aggregate Data. A reference in this Agreement to a Result or Results means the Result Data and any analytical result contained in a Deliverable.

1.15 Deliverables. The Result Data, reports, and other project-specific outputs Singular delivers to the Customer under Schedule C or Schedule D. The Customer owns the Deliverables on full payment, subject to Singular's retained rights in Singular IP and De-identified/Aggregate Data.

1.16 Source Data. Raw and intermediate data generated during Services (for example raw images, unprocessed reads, and intermediate pipeline files) that require Singular's proprietary pipeline to interpret. Source Data is owned by Singular and is not part of the Deliverables. The Customer receives the license to its own Source Data stated in Section 15.2 and may not use Source Data to reconstruct or reverse engineer Singular's pipeline or methods.

1.17 De-identified Data / Aggregate Data. Data derived from performing Services or operating Products, stripped of Customer identity and of any information that could reasonably identify the Customer, its personnel, or any Sample donor, including numerical values, QC metrics, and performance statistics, which Singular may use and retain for QC, product and panel improvement, validation, benchmarking, and research.

1.18 Singular IP. All intellectual property rights owned or controlled by Singular, including in the Instruments, Software, panel chemistry, probe sequences, panel-design methodologies, algorithms, informatics pipelines, SOPs, Documentation, and any improvements to the foregoing, whether or not developed while performing Services or designing a Custom Panel. No Singular IP is transferred except the limited license expressly granted.

1.19 Feedback. Any suggestion, idea, or improvement the Customer provides relating to a Product, Service, or Singular IP, which the Customer licenses to Singular on a perpetual, irrevocable, worldwide, royalty-free, non-exclusive basis to use and commercialize for any purpose, with no obligation to the Customer.

1.20 Order. A Customer request to purchase Products or Services, which forms a binding contract only upon Singular's acceptance by Order Confirmation, shipment, or commencement of the Service. Each Order is a separate, independent transaction.

1.21 Quote. A written quotation Singular issues stating price, product or service description, quantity, and any Order-specific terms. A Quote controls pricing; absent a Quote, the published list price in effect at acceptance applies.

1.22 Order Confirmation. Singular's written acceptance of an Order, which together with the Quote fixes the price, description, quantities, panel Specification, and delivery or turnaround for that Order.

1.23 Documentation. The manuals, published Specifications, product inserts, and written instructions Singular provides for a Product or Service. Marketing materials and technical assistance are advisory only and are not Documentation or a warranty.

1.24 Specifications. Singular's published specifications for a Product as stated in the applicable Documentation, or, for a Custom Panel, the approved design file.

1.25 Research Use Only / RUO. For Research Use Only. Not for use in diagnostic, therapeutic, or other clinical procedures. Products, Services, and all data outputs are RUO and have not been approved, cleared, or licensed by the FDA or any other regulatory authority for any intended use.

1.26 Excluded Uses. Any use of a Product, Service, Result, or Deliverable (a) in or as a diagnostic, clinical, therapeutic, or patient-management procedure or decision; (b) in an in vitro diagnostic product, laboratory-developed test, food, drug, medical device, or cosmetic; (c) to re-identify a de-identified Sample; (d) to resell Custom Panel results as a diagnostic product; (e) to return, report, or make available any individual, subject-level Result Data or Deliverable to any Sample donor, research subject, or treating clinician for any clinical, diagnostic, or patient-management purpose, and nothing in this subsection (e) authorizes any act prohibited by subsection (a) or (c); a Customer that independently generates and validates its own clinical result under its own regulatory authorizations, in a laboratory certified under CLIA or an equivalent authority, may return that separate result, but may not return any Singular Result Data

or Deliverable; (f) with non-Singular instruments or third-party fluidics without written consent; (g) in any high-risk or safety-critical application prohibited by Section 7.8; or (h) in any unlawful or unethical manner. RUO restrictions and Excluded Uses are conditions of sale and license, not merely label statements.

1.27 Warranty Period. The period during which the applicable Limited Warranty for a given line applies, as stated in the relevant Schedule (for example the Consumable and Standard Panel conformance period, or the service-plan coverage period for installed-base Instruments), specifically as stated in Schedule A (Sections A3.2, A4.3, and A5.3) and, for Instruments, the applicable service or support plan under Section 9.1.

1.28 Field Application Scientist / FAS. A Singular scientist who supports Instruments, designs or advises on panels, or produces or interprets informatics outputs. FAS guidance is advisory and is not a warranty of results or a clinical recommendation.

1.29 Ship-To Country. The country to which Singular ships a Product under an Order, used for export representations and the no-re-export covenant.

1.30 Force Majeure Event. Any cause beyond a party's reasonable control, including acts of God, fire, flood, earthquake, storm, epidemic, labor dispute, supply failure, and government action. Singular's warranty obligations do not apply to a Force Majeure Event.

1.31 Confidential Information. Non-public information disclosed by one party to the other, including Customer design inputs and Sample metadata and Singular's design and process know-how, protected under the Confidentiality section subject to standard exceptions.

1.32 Direct Competitor. An entity whose primary business is developing or selling spatial, sequencing, or in situ analysis instruments, consumables, or panels, or services competitive with the Services.

2. Scope and Order of Precedence

2.1 Scope. This Agreement applies to every Order and governs all Products and Services across all Singular lines, including Instruments and installed-base support, Consumables, Tooling (including TissuStamp), Standard Panels, Custom Panels, Services (including central-lab spatial analysis and antibody and proteomic services), and informatics and data outputs. The Core sections apply to every Order. A Schedule applies to an Order to the extent the Order involves the Products or Services that Schedule covers.

2.2 Order of Precedence. This Agreement is composed of multiple documents. In the event of a conflict or inconsistency, the following documents control in descending order of priority:

1. a master agreement signed by both parties that expressly governs the applicable Order;
2. the Quote or Order Confirmation Singular issued for the Order;
3. the applicable Schedule (Schedule A, B, C, or D);
4. these Core Terms and Conditions; and
5. the Customer's purchase order, which is given effect only as to its purchase-order number, quantity, ship-to and bill-to address, and price consistent with the Quote.

2.3 Schedule Overrides Core. Where a Schedule expressly states a term that differs from a Core section, the Schedule term controls for Orders governed by that Schedule. Where a Quote or Order Confirmation expressly states a term that differs from a Schedule or the Core, that term controls for the Order to which it applies. Where more than one Schedule applies to an Order, each Schedule governs its own subject matter, and as to a Custom Panel used in performing a Service, Schedule B controls the Custom Panel and its design while Schedules C and D control the Service, the Samples, and the resulting data.

2.4 Rejection of Customer Terms; Battle of Forms. This Agreement is the complete and exclusive statement of the terms governing each Order. Any additional or different term contained in the Customer's purchase order, order form, click-through, browsewrap, portal, invoice, acknowledgment, or other Customer paper or system, including any term purporting to impose warranties, indemnities, liability, data rights, or audit or regulatory obligations on Singular, is expressly rejected, is void, and has no effect, and does not become part of this Agreement, unless Singular expressly agrees to it in a writing separately signed by an authorized representative of Singular that identifies the specific term accepted. Singular's performance of an Order, delivery of a Product, or provision of a Service is not acceptance of any such Customer term and is not a course of dealing or waiver.

3. Quotes, Orders and Acceptance

3.1 Quotes. A Quote is valid for 30 days from its date unless the Quote states otherwise or Singular withdraws or revises it in writing before acceptance. A Quote controls pricing for the Order to which it relates. Absent an applicable Quote, the published list price in effect when Singular accepts the Order applies.

3.2 Orders. An Order is a Customer request to purchase Products or Services. An Order is an offer that does not bind Singular until accepted under Section 3.3. Each Order is a separate, independent transaction, and Singular's acceptance of one Order does not obligate Singular to accept any other Order.

3.3 Acceptance by Singular. Singular accepts an Order only by (a) issuing an Order Confirmation, (b) shipping the Product, or (c) commencing performance of the Service, whichever occurs first. Singular may accept or decline any Order in whole or in part in its discretion, including for reasons of credit, supply, capacity, Sample or design non-conformance, or RUO or export compliance.

3.4 Conditions on Custom Panel and Services Orders. An Order for a Custom Panel is subject to the design-approval and design-lock conditions in Schedule B, and an Order for Services is subject to the Sample-intake, de-identification, and acceptance conditions in Schedule C and, where applicable, Schedule D. Singular has no obligation to commence production or performance until those conditions are met.

3.5 Changes and Cancellation. After acceptance, an Order may be changed or cancelled only with Singular's written consent and subject to the change, reschedule, cancellation, deposit, and design-lock terms in the applicable Schedule. Custom Panel and Services Orders may become non-cancellable and non-refundable as stated in Schedules B and C.

4. Prices and Taxes

4.1 Prices. Prices are as stated in the applicable Quote or, absent a Quote, at Singular's published list price in effect when Singular accepts the Order. Prices are stated and payable in US Dollars unless the Quote states otherwise.

4.2 Price Adjustments. Singular may adjust the price of an Order, on notice to the Customer, to reflect (a) a change requested by the Customer to Specifications, quantities, panel content, or Sample scope; (b) a delay caused by the Customer; or (c) a change in raw-material, reagent, freight, or component costs, in each case to the extent the change affects the Order before Singular's performance. For accepted, non-cancellable Orders, price is fixed except as provided in this Section.

4.3 Taxes, Duties, and Freight. Prices are exclusive of all sales, use, value-added, goods-and-services, excise, and similar taxes, and of all customs duties, tariffs, import fees, freight, insurance, and handling charges. The Customer is responsible for all such amounts, other than taxes on Singular's net income. If Singular is required to collect or pay any such amount, the Customer will reimburse Singular, unless the Customer timely provides a valid exemption certificate acceptable to the relevant authority.

5. Payment

5.1 Payment Terms. Unless the Quote or applicable Schedule states otherwise, the Customer will pay each invoice in full within Net 30 days of the invoice date, in the currency stated on the invoice, without deduction other than a withholding the Customer is required by law to make.

5.2 Late Payment. Any amount not paid when due bears interest from the due date until paid at the lesser of 1.5% per month or the maximum rate permitted by applicable law. The Customer will reimburse Singular's reasonable costs of collection, including reasonable attorneys' fees, on past-due amounts.

5.3 No Set-Off. Each Order and each invoice is a separate transaction. The Customer will pay all amounts when due without set-off, deduction, recoupment, counterclaim, or withholding on account of any other Order, dispute, or claimed credit.

5.4 Suspension for Non-Payment. If any Customer account is past due, or if the Customer exceeds an approved credit limit, Singular may, in addition to its other rights and without liability, suspend or withhold shipment of Products, suspend performance of any Service, and withhold delivery or release of the Results, Deliverables, or data for the specific Order to which the past-due amount relates, until the past-due amount for that Order is paid in full. Singular will not withhold or delete Deliverables or Result Data that the Customer has already paid for in full on account of an amount owed on a different Order, and will not delete Deliverables, Result Data, or identifiable Samples for which an amount is under a documented good-faith dispute while that dispute is pending. Suspension under this Section does not extend any Warranty Period or turnaround estimate and does not relieve the Customer of its payment obligations.

5.5 Credit. Singular may extend, condition, reduce, or revoke credit and may require payment in advance, a deposit, a letter of credit, or other assurance of payment as a condition of accepting or

continuing an Order, based on Singular's credit review of the Customer. Deposit and milestone-billing requirements for Custom Panel and Services Orders are as stated in Schedules B and C.

6. Delivery, Title and Risk of Loss

6.1 Delivery and Risk of Loss. Singular delivers Products FCA Singular shipping point (Incoterms 2020). Risk of loss of and damage to a Product passes to the Customer upon Singular's tender of the Product to the carrier at Singular's shipping point. Delivery dates are estimates, and Singular is not liable for delay in or failure of delivery to the extent caused by the Customer, a carrier, a supplier, or a Force Majeure Event. Singular may make partial shipments and invoice each shipment separately.

6.2 Title Retention. Title to each Product, other than Software, passes to the Customer only upon Singular's receipt of payment in full for that Product. Until then, title remains with Singular, and the Customer will hold the Product with reasonable care, keep it identifiable, and not encumber it.

6.3 Software Title Retained. Software is licensed, not sold. Title to and all rights in Software and all copies remain with Singular. The Customer receives only the license expressly granted under this Agreement.

6.4 Security Interest. The Customer grants Singular, and Singular retains, a purchase-money security interest in each Product and its proceeds until the price for that Product is paid in full. The Customer will sign or authorizes Singular to file any financing statement or other document Singular reasonably requests to perfect that interest. Singular's repossession and other remedies for non-payment are as stated in Section 17 (Term and Termination) of these Core Terms.

6.5 Inbound Samples. Risk of loss of and damage to inbound Samples, and title to Samples, are governed by Schedule C. Title to Samples remains with the Customer at all times, and the Customer bears risk of loss in transit until Singular's accession as stated in Schedule C.

7. Research Use Only and Regulatory Compliance

7.1 Research Use Only Labeling. Each Product, Service, Result, and Deliverable is provided For Research Use Only. Not for use in diagnostic procedures. The Products, Services, and all data outputs are RUO and have not been approved, cleared, authorized, or licensed by the U.S. Food and Drug Administration or any other regulatory authority for any use, including any diagnostic, clinical, or therapeutic use.

7.2 No Regulatory Clearance; Customer Bears Fitness and Approval Burden. Singular makes no representation that any Product, Service, Result, or Deliverable is fit for, safe for, or approved for any particular use. The Customer is solely responsible for determining whether its intended use is lawful, for validating each Product, Service, Result, and Deliverable for that use, and for obtaining any registration, license, clearance, approval, or authorization required for that use. If the Customer incorporates, modifies, repurposes, or relies on any output in a manner that requires regulatory clearance or authorization, the Customer, and not Singular, is the responsible party and bears that burden in full.

7.3 Prohibited Uses. The Customer will not use, and will not permit any third party to use, any Product, Service, Result, or Deliverable for any Excluded Use, including any use (a) in or as a diagnostic, clinical, therapeutic, or patient-management procedure or decision; (b) in an in vitro diagnostic product, laboratory-developed test, food, drug, medical device, or cosmetic; or (c) to re-identify a de-identified Sample. The RUO restrictions and the Excluded Uses are conditions of each sale and license and are not merely label statements.

7.4 Customer Covenant and Flow-Down. The Customer covenants to use each Product, Service, Result, and Deliverable in compliance with the RUO restrictions and all applicable laws. The Customer will reproduce and preserve the RUO restriction and the prohibition on Excluded Uses on any report, redistributed Product, Result, Deliverable, or derivative it provides to any third party, and will bind each such recipient to those restrictions. The RUO restriction flows through to and encumbers every Result and Deliverable.

7.5 Services Standard. Singular performs Services to generally accepted professional standards for research-use-only laboratories, and not to any clinical, CLIA, CAP, or diagnostic standard. FAS guidance and pipeline outputs are advisory research tools and are not clinical or diagnostic recommendations.

7.6 Right to Inquire and Refuse. If Singular has reason to suspect any diagnostic, clinical, or other Excluded Use, Singular may inquire and may suspend, condition, or refuse further sale, license, or Service. If Singular acquires actual knowledge of an Excluded Use, Singular will suspend or terminate the affected sale, license, or Service to protect the research-use-only classification of its Products and Services. Singular acts without liability and in addition to its other rights under this Section.

7.7 Reservation on Future Non-RUO Products. Singular reserves the right to offer future products or services outside the RUO designation. Any such product or service is governed only by terms Singular issues expressly for it, and nothing in this Agreement grants any right to, or changes the RUO status of, the Products and Services covered here.

7.8 No High-Risk or Safety-Critical Use. The Products, Services, Software, and data outputs are research tools and are not designed, tested, or intended for any use in which failure or error could lead to death, personal injury, or physical or environmental harm, or for any safety-critical, life-support, or real-time control application. The Customer will not put any Product, Service, or output to any such use, and the Customer assumes all risk and responsibility for any such use it makes.

8. Customer Responsibilities

8.1 Use per Documentation. The Customer will install, operate, handle, store, and use each Product and each output of the Services only in accordance with the applicable Documentation and Specifications, the RUO restrictions, and all applicable laws, and only for the purposes for which the Product or Service is supplied.

8.2 Site Readiness. For each Instrument, the Customer will, at its expense, prepare and maintain the installation site to meet Singular's published environmental, electrical, space, network, and safety requirements before delivery and throughout use, and will maintain those conditions. The

Customer will not relocate an Instrument except as permitted by Schedule A, and unauthorized relocation may void warranty coverage and support as stated in Schedule A.

8.3 Qualified Personnel. The Customer will restrict operation of, and use of outputs from, each Instrument, Software, and Product to personnel who are properly trained and qualified, and will follow the Documentation, safety instructions, and any training Singular provides. FAS guidance is advisory and does not relieve the Customer of responsibility for its personnel and its results.

8.4 Safe Handling. The Customer will handle all Products, Consumables, reagents, panels, Tooling, and Samples safely and in compliance with applicable biosafety, chemical, environmental, and hazardous-materials laws, will maintain at least biosafety level 2 (BSL-2) practices where applicable, and will use appropriate controls and personal protective equipment. The Customer is responsible for the lawful and safe disposal of Consumables, spent materials, and Samples in its possession.

8.5 Consumables and Third-Party Products. The Customer will use each Consumable only with a Singular Instrument as stated in the Documentation, will not reuse any flow cell or other single-use item, and will not repackage or relabel any Consumable. The Customer will not use any Instrument, Software, or pipeline with non-Singular consumables, third-party fluidics, or third-party instruments except to the extent Singular consents in writing. Any such unauthorized use is an Excluded Use, is at the Customer's sole risk, and voids applicable warranties.

8.6 Cooperation, Notice, and Access. The Customer will cooperate with Singular as reasonably needed for delivery, installation, support, service, and diagnosis, including by providing timely and accurate information, granting Singular and its authorized providers reasonable physical and remote access to Instruments and Software for diagnostics, maintenance, and updates, and consenting to the remote-access and update terms in Schedule A. The Customer will promptly notify Singular of any suspected Product non-conformance, safety issue, malfunction, or claim, and will not itself service, modify, disassemble, or reverse engineer any Product except as the Documentation expressly permits.

8.7 Recall and Field Safety. If Singular issues a recall, field safety notice, product advisory, or lot withdrawal for a Product or Consumable lot, the Customer will promptly cease use of the affected Product or lot, follow Singular's written instructions, and cooperate with Singular in returning, quarantining, or disposing of the affected item. Singular's sole obligation in a recall is, at its option, to replace the affected Product or refund the amounts paid for it.

8.8 Purchases Through a Distributor. Where a Product is supplied to the Customer through a Singular-authorized distributor or reseller, the RUO restrictions, the Excluded Uses, the license, and the use and single-use restrictions in this Agreement flow down to and bind the Customer as an end user, and the Customer's acceptance of the Product is its agreement to those restrictions, regardless of any different term in the distributor's or reseller's own paper.

9. Limited Warranty

9.1 Instrument Warranty. Singular warrants that each Instrument covered by an active service or support plan will conform in all material respects to its published Specifications during the

applicable Warranty Period, when installed, operated, and maintained in accordance with the Documentation. The Instruments are supported as an installed base and are not sold as new units except as expressly stated in a Quote, and Singular provides no new-unit warranty. Instrument warranty coverage runs only for so long as the Instrument is covered by an active service or support plan and applies only to service performed by Singular or a Singular-authorized provider. The Warranty Period for Instruments is coextensive with the active service or support plan term, not a fixed new-unit period. Instrument warranty terms specific to the installed base, including refurbished-parts, facility-specific, and non-transferable conditions, are stated in Schedule A and control over this Section 9 as to Instruments.

9.2 Consumables, Standard Panels, and Tooling. Singular warrants that Consumables and Standard Panels, other than Custom Panels, will conform in all material respects to their published Specifications at the time of delivery and, when stored and handled in accordance with the Documentation, through the conformance period stated in Schedule A, Section A3.2. TissuStamp is warranted on the basis stated in Schedule A, Section A4.3. To avoid conflicting terms, the conformance period, outer limit, and product claims window for Consumables, Standard Panels, and Tooling are each stated once in Schedule A and control over this Section 9 as to those Products.

9.3 Custom Panels. The only warranty applicable to Custom Panels is the narrow manufacturing-conformance warranty stated in Schedule B. No warranty under this Section 9 applies to the analytical or biological performance of any Custom Panel. Section 10.3 and Schedule B govern.

9.4 Services. Singular warrants that it will perform the Services in a professional and workmanlike manner, in accordance with generally accepted professional standards for research-use-only laboratories and with the applicable Documentation. Singular does not warrant any Result Data, Deliverable, analytical output, or statistical analysis, all of which are addressed in Section 10 and Schedules C and D. The warranty in this Section 9.4 runs for the Services warranty claims window stated in Section 9.7.

9.5 Exclusive Remedy. For any breach of a warranty in this Section 9, Singular will, at its sole option and as the Customer's sole and exclusive remedy, (a) repair or replace the non-conforming Product, (b) re-perform the non-conforming Service, or (c) refund or issue a credit for the amounts paid for the non-conforming Product or Service. Any Product returned under this Section 9 requires a Singular return authorization number and must be returned in accordance with Singular's instructions. This remedy is the entire liability of Singular and the entire remedy of the Customer for any warranty breach.

9.6 Warranty Exclusions. The warranties in this Section 9 do not apply to, and Singular has no obligation for, any non-conformance or defect arising from (a) misuse, abuse, or use of a Product or Service other than in accordance with the Documentation, Specifications, or the RUO restrictions; (b) any unauthorized modification, alteration, service, repair, or relocation of an Instrument, or service by anyone other than Singular or a Singular-authorized provider; (c) use of a Product with non-Singular instruments, consumables, reagents, third-party fluidics, or other third-party parts or materials not approved in writing by Singular; (d) failure to store, handle, transport, or maintain a Product or Sample in accordance with the Documentation, including temperature, environmental, or shelf-life conditions; (e) reuse, repackaging, or relabeling of a

single-use Consumable; (f) accident, neglect, or a Force Majeure Event; or (g) any Excluded Use. A warranty claim is waived unless submitted in writing within the applicable claims window.

9.7 Claims Window. A warranty claim for a Consumable, Standard Panel, or Tooling must be submitted in writing within the claims window stated in Schedule A, Section A3.3. A warranty claim for Instrument service work performed under a plan must be submitted within the claims window stated in Schedule A, Section A5.3. A claim for breach of the Services performance warranty in Section 9.4, and any claim as to a Deliverable, must be submitted within the acceptance window stated in Schedule C, Section C.7.2. Breach by the Customer or non-payment may terminate any remaining warranty as provided in Section 17.

10. Disclaimer of Other Warranties

10.1 Exclusive Warranties. THE EXPRESS LIMITED WARRANTIES IN SECTION 9 AND THE SCHEDULES ARE THE ONLY WARRANTIES SINGULAR MAKES AND ARE IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY STATED IN SECTION 9 AND THE APPLICABLE SCHEDULE, SINGULAR DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

10.2 No Warranty of Operation or Utility. SINGULAR MAKES NO WARRANTY THAT THE OPERATION OF ANY SOFTWARE, INFORMATICS PIPELINE, OR INSTRUMENT WILL BE UNINTERRUPTED OR ERROR-FREE, AND NO WARRANTY AS TO THE UTILITY, ACCURACY, OR COMPLETENESS OF ANY PRODUCT OR SERVICE FOR THE CUSTOMER'S INTENDED USES. The Customer is solely responsible for determining the suitability of any Product, Service, Result Data, or Deliverable for its intended use and for independently validating any result before relying on it. Marketing materials, technical assistance, and FAS guidance are advisory only and are not Documentation, a warranty, or a clinical recommendation.

10.3 Custom Panels, Results, and Deliverables Provided AS IS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SINGULAR MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO (a) ANY CUSTOM PANEL, WHICH IS PROVIDED AS IS AS TO ALL PERFORMANCE, INCLUDING SENSITIVITY, SPECIFICITY, MULTIPLEXING PERFORMANCE, SIGNAL, TARGET DETECTION, BIOLOGICAL ACTIVITY, OR SUITABILITY FOR THE CUSTOMER'S TISSUE OR APPLICATION, WHETHER OR NOT DISCUSSED DURING DESIGN; AND (b) ANY RESULT DATA, SERVICE DATA, SOURCE DATA, ANALYTICAL RESULT, OR DELIVERABLE, ALL OF WHICH ARE PROVIDED AS IS. This Section 10.3 is subject to and supplemented by the disclaimers in Schedule B (Custom Panels), Schedule C (Spatial Analysis Services), and Schedule D (Informatics and Data), which control as to those lines.

10.4 Battle-of-Forms Warranty Killer. Any different or additional warranty term stated in the Customer's purchase order or other paper is void and of no effect unless separately signed by

Singular. No employee, agent, or representative of Singular is authorized to make any warranty beyond those in Section 9 and the Schedules, and any such statement is not binding on Singular.

11. Limitation of Liability

11.1 Exclusion of Certain Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUE, LOSS OF USE, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF OR DAMAGE TO SAMPLES, OR COST OF SUBSTITUTE GOODS OR SERVICES, ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Aggregate Cap. EXCEPT AS PROVIDED IN SECTION 11.4, THE TOTAL AGGREGATE LIABILITY OF SINGULAR ARISING OUT OF OR RELATING TO A GIVEN ORDER WILL NOT EXCEED: (a) FOR A PRODUCT OR OTHER ONE-TIME SALE, THE AMOUNTS ACTUALLY PAID BY THE CUSTOMER TO SINGULAR FOR THE SPECIFIC PRODUCT OR ORDER GIVING RISE TO THE CLAIM, WITHOUT REGARD TO WHEN THAT ORDER WAS PLACED; AND (b) FOR A RECURRING SERVICE, SUPPORT PLAN, OR OTHER SUBSCRIPTION, THE FEES ACTUALLY PAID BY THE CUSTOMER FOR THAT SERVICE OR PLAN IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The cap applies per line and per Order and is not a single blended cap across the Agreement.

11.3 Sample Sub-Cap. Without expanding any other cap, and except as provided in Section 11.4(a), the following is the Customer's sole and exclusive remedy for loss of or damage to an accessioned Sample caused by Singular's ordinary negligence, and it does not limit Singular's liability for gross negligence or willful misconduct: at Singular's option, Singular will re-run the affected Service at no charge using replacement material the Customer supplies, or issue a Sample-handling credit not to exceed the Service fees paid for the affected Sample, as further stated in Section C.4.4. Singular is not liable for the research, clinical, or commercial value of any Sample or of any data that would have been derived from it, and the Customer is responsible for insuring its Samples for any value beyond this remedy.

11.4 Carve-Outs and Super-Caps. (a) Uncapped matters. The exclusions in Section 11.1, the cap in Section 11.2, and the sample sub-cap in Section 11.3 do not apply to, and none of them limits: (i) the Customer's indemnification obligations under Section 12.3; (ii) the Customer's breach of the RUO restrictions, the Excluded Uses, or the license restrictions in Sections 7 and 13; (iii) the Customer's payment obligations, including amounts due for Products delivered or Services performed; (iv) either party's liability for gross negligence, willful misconduct, fraud, or personal injury or death caused by that party's negligence; (v) a party's willful or intentional disclosure of the other party's Confidential Information and any misappropriation of a party's intellectual property; and (vi) any liability that cannot be limited or excluded under applicable law, including California Civil Code section 1668 (fraud, willful injury to the person or property of another, and violation of law, whether willful or negligent). (b) IP indemnity super-cap. Singular's liability under the IP indemnity in Section 12.1 is not subject to the cap in Section 11.2 and is instead subject only to the super-cap in Section 12.2. (c) Confidentiality super-cap. Except for the willful conduct described in Section 11.4(a)(v), each party's liability for breach of

its confidentiality obligations under Section 14 remains subject to the exclusion of damages in Section 11.1 and, in place of the cap in Section 11.2, is subject to a super-cap equal to the greater of the fees paid under the affected Order in the twelve (12) months preceding the claim or USD 1,000,000.

11.5 Allocation of Risk. The Customer acknowledges that the prices for the Products and Services reflect the allocation of risk in this Agreement, that the limitations and exclusions in this Section 11 are an essential basis of the bargain between the parties, and that Singular would not provide the Products or Services on these prices without them. The limitations in this Section 11 apply notwithstanding, and survive, any failure of the essential purpose of any limited or exclusive remedy.

11.6 Beneficiaries of the Limitations. The disclaimers in Section 10, the exclusions, cap, and sub-caps in this Section 11, and the allocation of risk in Section 11.5 are for the benefit of, and are enforceable by, Singular and its affiliates, licensors, suppliers, contract manufacturers, and their respective officers, directors, employees, and agents, each as an intended third-party beneficiary. Except as provided in Section 11.4, the Customer's total aggregate recovery from Singular and all of the foregoing beneficiaries combined, arising out of or relating to a given Order, will not exceed the single cap that applies to that Order under Section 11.2.

12. Indemnification

12.1 Singular IP Indemnity. Subject to the exclusions in Section 12.2, Singular will defend the Customer against any third-party claim that a Product, as delivered by Singular and used within the RUO restrictions and in accordance with the Documentation, infringes a valid patent or copyright of the United States or of the Ship-To Country, and will pay damages and costs finally awarded against the Customer, or agreed in settlement by Singular, on that claim. This obligation is conditioned on the Customer complying with Section 12.4.

12.2 IP Indemnity Exclusions and Remedy. Singular has no obligation under Section 12.1 for any claim to the extent arising from (a) modification or alteration of a Product by anyone other than Singular; (b) combination or use of a Product with any non-Singular product, instrument, consumable, software, or material; (c) a Product or Custom Panel made to the Customer's designs, targets, content, or Specifications; (d) any Excluded Use or use outside the RUO restrictions or the Documentation; or (e) the Customer's continued use of an allegedly infringing Product after notice to stop. If a Product is, or in Singular's opinion may become, the subject of an infringement claim, Singular may at its option and expense (i) procure for the Customer the right to continue using the Product, (ii) modify or replace the Product so it becomes non-infringing while remaining materially equivalent, or (iii) accept return of the Product and refund the amounts paid for it, less reasonable depreciation. Singular's total liability under Section 12.1, including defense costs and any damages or settlement, will not exceed the greater of the amounts paid for the affected Product in the twelve (12) months before the claim or USD 1,000,000. Sections 12.1 and 12.2 state Singular's entire liability and the Customer's exclusive remedy for any claim of intellectual property infringement.

12.3 Customer Indemnity. The Customer will defend, indemnify, and hold harmless Singular, its affiliates, and their respective officers, directors, employees, and agents from and against any third-party claim, and any governmental or regulatory investigation, inquiry, enforcement action,

or penalty against Singular (including any FDA inquiry), and any resulting loss, damage, liability, cost, and expense (including reasonable attorneys' fees and Singular's reasonable cost of responding), arising out of or relating to (a) any Excluded Use or any breach of the RUO restrictions or the license restrictions; (b) the Customer's use of any Product, Service, Result Data, or Deliverable in a diagnostic, clinical, therapeutic, patient-management, or other regulated context, including any personal injury or death; (c) any Sample or Sample metadata, including the Customer's failure to properly de-identify a Sample or to hold the informed consents, IRB or ethics-committee approvals, and other rights required for Singular to receive and process the Sample; (d) the Customer's modification of, or combination of a Product with, any non-Singular product or material; or (e) the Customer's violation of any applicable law or regulation, including export, sanctions, data-protection, and anti-corruption laws; or (f) any claim that a Custom Panel, Deliverable, or Result Data infringes a third party's intellectual property to the extent arising from the targets, content, or Specifications the Customer directed or approved, as described in Section B3.3; or (g) the Customer's high-risk or safety-critical use of any Product, Service, or output in breach of Section 7.8, including any resulting personal injury or death. The Customer's obligations under this Section 12.3 do not apply to the extent a loss is caused by Singular's own negligence, willful misconduct, or violation of applicable law.

12.4 Procedure. The party seeking indemnification will (a) give the indemnifying party prompt written notice of the claim, provided that a delay in notice reduces the indemnifying party's obligation only to the extent it is prejudiced by the delay; (b) give the indemnifying party sole control of the defense and settlement of the claim; and (c) provide reasonable cooperation at the indemnifying party's expense. The indemnifying party may not settle any claim in a manner that imposes any liability or obligation on, or requires any admission by, the indemnified party without that party's prior written consent, not to be unreasonably withheld. The indemnified party may participate in the defense with its own counsel at its own expense.

13. Intellectual Property and License Restrictions

13.1 Ownership. As between the parties, Singular owns and retains all right, title, and interest in and to Singular IP, including all intellectual property rights in the Instruments, Consumables, Standard Panels, Custom Panel designs, Tooling, Software, panel chemistry, probe sequences, panel-design methodologies, algorithms, informatics pipelines, SOPs, and Documentation, and any improvements to any of the foregoing, whether or not developed while performing Services or designing a Custom Panel. No title to or ownership of any Singular IP is transferred under this Agreement, and the Customer acquires only the limited license expressly granted in Section 13.2. Panel content, probe sequences, chemistry, design methodologies, and pipeline algorithms remain Singular IP even where a Custom Panel is designed to the Customer's input, and the Customer receives only a license to use the delivered Product, not to the design. Singular claims no right in the Customer's Samples, research data, discoveries, or inventions arising from the Customer's use of the Products, Services, or Deliverables, other than Singular IP and the De-identified Data and Aggregate Data.

13.2 License Grant. Subject to the Customer's compliance with this Agreement, including payment, Singular grants the Customer a non-exclusive, non-transferable, non-sublicensable, personal, and revocable license to use the Products, Software, and Deliverables solely for the Customer's own internal research purposes, in accordance with the Documentation and Specifications, and specifically excluding the Excluded Uses. Software is licensed, not sold, and

may be used solely with data generated on a Singular Instrument. All rights in Singular IP not expressly granted are reserved, and no license is granted by implication, estoppel, or otherwise.

13.3 License Restrictions. The Customer will not, and will not permit any third party to, (a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, or underlying ideas of any Software, pipeline, Consumable, or Panel; (b) resell, rent, lease, sublicense, distribute, or transfer any Product, Software, or Deliverable, except as expressly permitted; (c) harvest, extract, or reuse any component, reagent, probe, or chemistry from a Consumable or Panel, or reuse, repackage, or relabel any single-use Consumable; (d) benchmark, or publish benchmarks of, any Product or Software for the purpose of developing, marketing, or assisting a competing product; (e) use any Product, Software, Deliverable, or Singular IP to develop, or assist a third party in developing, a product, panel, chemistry, or service competitive with those of Singular; (f) except as permitted by the Source Data license in Section 15.2, redistribute or reprocess Source Data without Singular's prior written consent; or (g) remove, alter, or obscure any trademark, notice, or serial number on a Product or in Documentation.

13.4 Feedback. Any Feedback the Customer provides is licensed to Singular on a perpetual, irrevocable, worldwide, royalty-free, non-exclusive basis, and Singular may use, incorporate, and commercialize such Feedback for any purpose without restriction, attribution, or compensation, and without any obligation to the Customer.

13.5 Instrument Software Continuity. The license to use the control Software required to operate a purchased Instrument for the Customer's internal research continues for the operational life of that Instrument, and the expiration or non-renewal of a service or support plan, by itself and absent a breach by the Customer, does not terminate that license. Singular may still suspend or terminate the license as provided in Sections 5 and 17 for the Customer's breach, non-payment, or Excluded Use. Informatics and pipeline Software licensed on a subscription or plan basis is available only during the applicable subscription or plan term, as stated in Schedule D.

14. Confidentiality

14.1 Obligations. Each party, as receiving party, will protect the Confidential Information of the other party, as disclosing party, using at least the degree of care it uses to protect its own confidential information of like importance, and in no event less than reasonable care. The receiving party will use the disclosing party's Confidential Information only to perform under, or exercise its rights under, this Agreement, and will not disclose it to any third party except to its employees, affiliates, and professional advisors who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section 14. Confidential Information includes the Customer's design inputs and Sample metadata and Singular's design and process know-how.

14.2 Exceptions. The obligations in Section 14.1 do not apply to information that the receiving party can show (a) is or becomes public through no fault of the receiving party; (b) was known to the receiving party without obligation of confidence before disclosure; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) is lawfully received from a third party without obligation of confidence. The receiving party may disclose Confidential Information to the extent required by law or legal process,

provided it gives the disclosing party prompt notice, where legally permitted, and reasonable cooperation to seek protective treatment.

14.3 De-identified and Aggregate Data Carve-Out. De-identified Data and Aggregate Data are not the Customer's Confidential Information, and Singular's use and retention of such data as permitted by Sections 13 and 15 and the Schedules is not a breach of this Section 14.

14.4 Term. The obligations in this Section 14 continue for 5 years after the date of disclosure of the relevant Confidential Information, and continue indefinitely with respect to any information that constitutes a trade secret for so long as it remains a trade secret under applicable law. A breach of this Section 14 is subject to the carve-out in Section 11.4.

15. Data Rights

15.1 Data Buckets. The parties allocate data rights among three buckets: (a) the Customer's project-specific Result Data, Service Data, and Deliverables (other than Singular's platform, instrument, and pipeline operational and telemetry metrics, as distinct from the per-project QC metrics reported within a Deliverable); (b) Singular IP and the Source Data, including Singular's Software, pipelines, algorithms, SOPs, panel designs, methods, and improvements; and (c) De-identified Data and Aggregate Data.

15.2 Customer Data. As between the parties, the Customer owns its Samples, Sample metadata, and the Result Data, the other Service Data, and the Deliverables derived from its Samples (but not Singular's platform, instrument, and pipeline operational, calibration, and telemetry metrics, as distinct from the per-project QC metrics reported within a Deliverable, and Singular's platform metrics may be used as De-identified Data and Aggregate Data), in each case upon full payment for the applicable Services. Singular owns and retains all Source Data and the pipelines and methods needed to interpret it. On the Customer's request and on full payment, Singular will make the Source Data derived from the Customer's own Samples available to the Customer, and Singular grants the Customer a perpetual, non-exclusive, royalty-free license to use that Source Data for its internal research, for publication and reproducibility, and for any deposit required by a funder, journal, or regulator. The Customer will not reprocess Source Data through, or use it to reconstruct, Singular's pipeline, will not redistribute the Source Data except as required for a permitted deposit, and will not reverse engineer Singular's methods. Before full payment, the Customer receives no rights in the Deliverables, and Singular may withhold their release as provided in Section 5.

15.3 Singular Data. Singular owns and retains all Singular IP and may generate, collect, retain, and use De-identified Data, Aggregate Data, and Instrument and pipeline telemetry, QC, and performance metadata for QC, product and panel improvement, algorithm and reference-resource development, validation, benchmarking, research, and marketing of the applicable sample-type, provided that such data cannot reasonably identify the Customer, its personnel, or any Sample donor. This use is disclosed to and accepted by the Customer.

15.4 Deliverable License; Source Data. The Customer may use and share the Deliverables for its internal research purposes and, except as permitted by the Source Data license in Section 15.2, may not redistribute or reprocess Source Data without Singular's prior written consent. Source Data is not part of the Deliverables. The detailed data-ownership, license, and retention

terms for the Services and informatics lines are stated in Schedule C and Schedule D, which control over this Section 15 as to those lines.

15.5 Return and Export of Data on Termination. On expiration or termination of this Agreement or an affected Order for any reason, and on the Customer's written request made within the applicable retention window, Singular will make the Result Data and Deliverables that the Customer has paid for in full available for the Customer to export before Singular deletes them under the retention terms in Schedule C or Schedule D. This export right for already-paid data applies even if other amounts are unpaid or under a documented good-faith dispute. Nothing in this Section requires Singular to release Deliverables for which the Customer has not paid in full, or to retain data beyond the applicable retention window.

15.6 License to Customer Inputs. The Customer grants Singular a non-exclusive, worldwide, royalty-free license to use, process, store, consume, store, and analyze the Samples, Sample metadata, and Customer inputs as necessary to perform the Services and any Custom Panel work, to operate and improve its Products, panels, and pipelines, and to generate and use De-identified Data and Aggregate Data as permitted by this Section 15 and the Schedules. This license does not transfer ownership of the Samples or the Customer's inputs.

16. Export, Sanctions, and Anti-Corruption

16.1 Export and Sanctions Compliance. The Customer will comply with all applicable export control and economic sanctions laws, including the United States Export Administration Regulations (EAR) and the sanctions programs administered by the U.S. Office of Foreign Assets Control (OFAC), and equivalent laws of other applicable jurisdictions. The Customer will not export, re-export, transfer, or divert any Product, Software, or technical data, directly or indirectly, in violation of those laws, to any embargoed or sanctioned jurisdiction, to any restricted or denied party, or for any prohibited end-use, including any use related to nuclear, chemical, or biological weapons, missiles, or unauthorized military end-use.

16.2 Representations. The Customer represents and warrants that it, and its owners and principals, are not a restricted or denied party under any applicable law, and that it is acquiring the Products and Services for its own use in the Ship-To Country and not for export from the Ship-To Country without prior authorization. The Instruments, Tooling, Consumables, Standard Panels, and reagents supplied under this Agreement are classified by Singular as EAR99 under the U.S. Export Administration Regulations, and any Software is classified as EAR99 except to the extent it incorporates controlled encryption. Classifications may change, and the Customer is responsible for confirming the applicable classification and for obtaining any license or authorization required for any export or re-export from the Ship-To Country. A Custom Panel designed to Customer-directed content is the Customer's responsibility to classify where its content implicates a controlled item.

16.3 Biological Material. Each international Sample shipment into Singular's laboratory, including any Sample originating in the United Kingdom, the European Union, or Japan, must comply with all applicable biological-material import and export permitting and customs requirements and shipping regulations, which are the Customer's responsibility to satisfy at its expense, including where applicable any U.S. Centers for Disease Control and Prevention import permit, U.S. Department of Agriculture APHIS permit, and IATA and U.S. Department of

Transportation dangerous-goods requirements. The Customer is responsible for obtaining any export permit or authorization required by the country of origin.

16.4 Anti-Corruption. Each party will comply with all applicable anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act. Neither party, nor anyone acting on its behalf, will offer, promise, pay, or authorize the payment of anything of value to any government official or other person to improperly obtain or retain business or any improper advantage in connection with this Agreement.

16.5 International Data Protection. Where a Sample or any associated data originates outside the United States, including in the United Kingdom, the European Union, or Japan, the Customer represents and warrants that (a) it has de-identified or anonymized the Sample and associated data to the standard required by the law of the country of origin, including the EU General Data Protection Regulation, the UK General Data Protection Regulation, and Japan's Act on the Protection of Personal Information, as applicable; (b) it has a lawful basis and a valid cross-border transfer mechanism for any transfer of data to Singular in the United States; and (c) its consents and approvals permit Singular's receipt and processing of the Sample and Singular's permitted use of De-identified Data and Aggregate Data under this Agreement. Because Samples must arrive de-identified, Singular does not receive identifiable personal data and does not act as a controller or processor of the Customer's identifiable personal data. The Customer indemnifies Singular under Section 12.3 for any breach of this Section. Irreversible anonymization to the standard of the country of origin, with no re-identification key or code retained by or transmitted to Singular, is a condition of Singular's acceptance of a Sample, and transmitting any coded or pseudonymized data breaches the Sample representations. If, despite the foregoing, Singular is found to process personal data of the Customer, the parties will promptly execute the applicable cross-border transfer mechanism, including the European Commission Standard Contractual Clauses, the UK International Data Transfer Addendum, and a processor addendum, with Singular as a signatory.

17. Term and Termination

17.1 Term. This Agreement applies to each Order from its acceptance until the parties' obligations under that Order are performed. Each Order is a separate, independent transaction. Coverage for installed-base Instrument support and for ongoing Services runs for the term stated in the applicable service plan, Quote, or Order Confirmation.

17.2 Termination for Cause. Either party may terminate this Agreement or any affected Order for a material breach by the other party that is not cured within thirty (30) days after written notice describing the breach. Late payment by the Customer is a material breach. Singular may terminate this Agreement or any Order immediately, on written notice, upon the Customer's insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a receiver, or materially adverse change in the Customer's financial condition.

17.3 Effect of Termination. Upon the Customer's breach or upon termination for the Customer's default, Singular may, in addition to its other remedies, (a) cease further shipments and suspend performance of any Service; (b) terminate the Customer's use rights and licenses and any remaining Product or Service warranty; (c) declare all outstanding amounts immediately due and payable; (d) repossess any Products for which payment has not been made in full; and

(e) require the Customer to cease use of, and to uninstall and return or destroy, any Software. Termination does not relieve the Customer of its obligation to pay all amounts accrued or due for Products delivered or Services performed before termination.

17.4 End-of-Life. Singular may designate an Instrument or Consumable line as End-of-Life on reasonable prior written notice. After the effective date of an End-of-Life designation, support converts to a reasonable-efforts, spare-parts-available basis, any warranty converts to a refurbished-parts or AS IS basis, and Singular may discontinue the related Consumables, all as further described in Schedule A.

17.5 Survival. The following provisions survive expiration or termination of this Agreement or any Order: Section 7 (Research Use Only and Regulatory Compliance), the surviving Customer covenants in Section 8 (Sections 8.4, 8.5, 8.7, and 8.8), the exclusive-remedy and warranty-exclusion provisions in Section 9 (Sections 9.5, 9.6, and 9.7), Section 10 (Disclaimer of Other Warranties), Section 11 (Limitation of Liability), Section 12 (Indemnification), Section 13 (Intellectual Property and License Restrictions), Section 14 (Confidentiality), Section 15 (Data Rights), Section 16 (Export, Sanctions, and Anti-Corruption), this Section 17.5, Section 19 (Governing Law and Dispute Resolution), Section 20 (General), and Section 21 (United States Government End Users), together with the warranty, claims-window, and no-return provisions of Schedule A (Sections A3.2, A3.3, A4.3, and A5.3), Schedule B (Custom Panels, including Sections B3, B4, B5, B7, B8, B11, and B12), the acceptance, data-ownership, no-clinical-use, Sample-representation, and Sample-retention provisions of Schedule C (including Sections C.2, C.4, C.7, C.8, C.9, and C.10), and the AS IS, license, data-ownership, and retention provisions of Schedule D (including Sections D.2, D.3, D.4, and D.5), together with any accrued payment obligations and any provision that by its nature is intended to survive.

18. Force Majeure

18.1 Excuse. Neither party is liable for any delay or failure to perform, other than an obligation to pay amounts due, to the extent caused by a Force Majeure Event. The affected party will give prompt notice, use reasonable efforts to mitigate, and resume performance as soon as reasonably practicable. This Section 18 covers, without limitation, the Customer's delayed delivery of Samples and Singular's delayed delivery of Products or Services.

18.2 Warranty Carve-Out. Singular's warranty obligations under Section 9 do not apply to any non-conformance caused by a Force Majeure Event.

18.3 Allocation of Scarce Supply. If a Force Majeure Event or any shortage of supply, materials, or capacity limits Singular's ability to perform, Singular may allocate available Products, Consumables, materials, and capacity among its customers and its own requirements in any manner Singular determines to be fair and reasonable.

19. Governing Law and Dispute Resolution

19.1 Governing Law. This Agreement is governed by, and construed in accordance with, the laws of the State of California, excluding its conflict-of-laws rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

19.2 Forum by Customer Location. Disputes are resolved by a forum based on the Customer's location: a Customer located in the United States is subject to the courts and judicial reference in Section 19.3, and a Customer located outside the United States is subject to the arbitration in Section 19.4. Sections 19.3 and 19.4 are not alternatives at either party's election; each applies to the Customers it describes.

19.3 Courts and Judicial Reference. For a Customer located in the United States, the state and federal courts located in San Diego County, California have exclusive jurisdiction over any dispute arising out of or relating to this Agreement, and each party consents to personal jurisdiction and venue there and waives any objection to it. Because a pre-dispute waiver of the right to a jury trial is not enforceable under California law, the parties instead agree that any dispute tried in a California state court will be resolved by a general judicial reference under California Code of Civil Procedure sections 638 and 641 through 645.1, before a referee who will try all issues, whether of fact or law, and issue a statement of decision, to the fullest extent permitted by law. To the extent any dispute between the parties is heard in a United States federal court, and to the fullest extent permitted by federal law, each party knowingly, voluntarily, and irrevocably waives any right to a trial by jury, and each party waives any right to remove to federal court an action the other party has properly filed in the state courts located in San Diego County, California. A Customer that is a United States state or public institution unable to agree to the foregoing may litigate in its own courts of competent jurisdiction.

19.4 International Arbitration. Any dispute with a Customer located outside the United States that is not resolved through good-faith discussion will be finally resolved by binding arbitration administered by the International Centre for Dispute Resolution (ICDR) of the American Arbitration Association under its rules then in effect, before a single arbitrator, seated in San Diego, California, conducted in English. Judgment on the award may be entered in any court of competent jurisdiction.

19.5 Injunctive Relief and IP Carve-Out. Notwithstanding Sections 19.3 and 19.4, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property or Confidential Information, or to prevent an Excluded Use or a breach of the RUO or license restrictions, without posting bond and without waiving any other remedy.

19.6 Fee-Shifting. In any action or proceeding to enforce this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and costs.

20. General

20.1 Entire Agreement. This Agreement is the entire agreement between the parties for the applicable Order and supersedes all prior or contemporaneous understandings, communications, and proposals, whether oral or written, on its subject matter, subject to the Order of Precedence in Section 2 and any signed bilateral master agreement that ranks above it. The Customer acknowledges that in entering into this Agreement and each Order it has not relied on, and waives any claim based on, any representation, statement, forecast, sample, demonstration, or performance claim not expressly set forth in this Agreement, the applicable Schedule, or the Documentation.

20.2 Amendment. No amendment or modification of this Agreement is effective unless in writing and signed by an authorized representative of each party. Singular may update these

Terms and Conditions for future Orders, and the version in effect on the date of Singular's acceptance of an Order governs that Order.

20.3 Assignment. The Customer may not assign or transfer this Agreement or any Order, in whole or in part, by operation of law or otherwise, without Singular's prior written consent, and any attempted assignment in violation of this Section is void. Singular may assign this Agreement, in whole or in part, to an affiliate or to a successor in connection with a merger, reorganization, or sale of all or substantially all of the assets or business to which this Agreement relates. This Agreement binds and benefits the parties and their permitted successors and assigns. A direct or indirect change of control of the Customer is an assignment requiring Singular's prior written consent. If control of the Customer passes to a Direct Competitor of Singular, Singular may decline further sales and renewals to the Customer, restrict the Customer's access to Singular's confidential roadmap and pre-release materials, and, on notice, terminate this Agreement and any affected Order. Notwithstanding Sections 5, 13.5, and 17.3, such a termination does not terminate, and Singular will not require the Customer to cease use of, uninstall, or return, the control Software the Customer needs to operate Instruments it has already purchased, or any service term the Customer has prepaid, on account of the change of control alone; that license and any prepaid service term continue so long as the Customer complies with the RUO restrictions, the license restrictions, and the Excluded Uses. This Section does not limit Singular's remedies for any separate breach by the Customer.

20.4 Notices. All notices under this Agreement must be in writing and are effective when delivered to the address stated in the Quote or Order Confirmation, or to such other address as a party designates in writing, by personal delivery, nationally recognized courier, or certified mail, and, where the notice provision so permits, by email to the address of record.

20.5 Severability. If any provision of this Agreement is held invalid or unenforceable, that provision will be enforced to the maximum extent permitted and the remaining provisions will remain in full force and effect.

20.6 No Waiver. No waiver of any provision or breach is effective unless in writing and signed by the waiving party, and no waiver operates as a waiver of any other provision or any later breach. A party's failure or delay in exercising any right is not a waiver of that right.

20.7 Independent Contractors. The parties are independent contractors. Nothing in this Agreement creates any partnership, joint venture, agency, fiduciary, or employment relationship between them, and neither party may bind the other.

20.8 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties and their permitted successors and assigns, and confers no rights on any third party, except that the Singular indemnified parties identified in Section 12.3 may enforce that provision, and the Singular beneficiaries identified in Section 11.6 may enforce the disclaimers and limitations in Sections 10 and 11.

20.9 Publicity. Neither party will use the other party's name, logo, or trademarks, or issue any press release or public statement referring to the other party or this Agreement, without that party's prior written consent, except that Singular may include the Customer's name and logo in a factual customer list, subject to the Customer's right to withdraw such consent on written notice.

20.10 Counterparts and Electronic Signature. This Agreement and any Order may be executed or accepted in counterparts, each of which is an original and all of which together are one instrument, and may be executed and delivered by electronic signature and electronic transmission, which have the same effect as manual signatures and delivery of original documents.

20.11 Trademark and Marking Integrity. The Customer will not alter, deface, or remove any trademark, trade name, serial number, copyright notice, or other proprietary marking or notice affixed to or included with any Product, Software, or Documentation.

20.12 Compliance Audit. On 10 business days prior written notice, no more than once in any twelve-month period unless a breach is reasonably suspected, Singular or its authorized representative may audit the Customer's use of the Products, Software, and Deliverables to verify compliance with the RUO restrictions, the single-use and Consumable restrictions, and the license restrictions in Sections 7, 8, and 13. The audit will occur during normal business hours with reasonable regard for the Customer's operations, and the Customer will reasonably cooperate. Singular bears the cost of the audit unless it reveals a material breach, in which case the Customer bears the reasonable cost of the audit in addition to Singular's other remedies.

20.13 Insurance. The Customer will maintain, at its expense, commercial general liability insurance of at least USD 1,000,000 per occurrence and USD 2,000,000 in the aggregate, and, where its use of a Product, Service, or output occurs in a regulated or higher-risk context, product-liability and professional-liability coverage appropriate to that use. On request, the Customer will provide a certificate of insurance and, where reasonable, name Singular as an additional insured. Singular will maintain property and commercial liability insurance appropriate to its operations, including coverage relevant to Samples in its custody.

20.14 Limitation of Actions. Except for claims for non-payment, any claim arising out of or relating to this Agreement must be brought within one (1) year after the cause of action accrues, or it is permanently barred, to the extent permitted by applicable law.

20.15 Instrument Resale. The Customer will not resell, transfer, or otherwise make an Instrument available to any third party without Singular's prior written consent. Any permitted transfer is conditioned on the transferee agreeing in writing to the RUO restrictions, the license restrictions, and the no-reverse-engineering covenant, and support and Consumable eligibility do not transfer with the Instrument.

21. United States Government End Users

21.1 Commercial Items. The Products, Software, Documentation, and Deliverables are commercial products, commercial services, commercial computer software, and commercial computer software documentation as those terms are used in the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS), and were developed at private expense.

21.2 Restricted Rights. If the Customer is, or is acquiring on behalf of, the United States Government or a prime contractor or subcontractor to it, the Government acquires the Products, Software, Documentation, and Deliverables with only the rights stated in this Agreement, in accordance with FAR 12.211, FAR 12.212, and, for the Department of Defense, DFARS

227.7102 and DFARS 227.7202, and with no rights greater than the license and restrictions granted to the Customer. Any use, duplication, or disclosure by the Government is subject to the restrictions in this Agreement, and any provision that conflicts with mandatory federal law applies only to the minimum extent that law requires.

Schedule A: Products (Instruments and Installed-Base Support, Consumables, TissuStamp, and Standard Panels)

This Schedule A governs the sale, license, and support of Products. It supplements the Core terms and controls over the Core terms to the extent of any conflict. Capitalized terms have the meanings given in the Definitions.

A1. Scope of this Schedule

A1.1 This Schedule A applies to Instruments and their installed-base support, Consumables, Standard Panels, and TissuStamp. Custom Panels are governed by Schedule B, and Services are governed by Schedules C and D, in each case whether or not a Product identified here is used in performing a Service.

A1.2 Each Order for a Product is a separate, independent transaction accepted by Singular under the Core terms. Nothing in this Schedule obligates Singular to accept any Order, to sell any new Instrument, or to continue offering any Product except as expressly stated in an Order Confirmation Singular issues.

A2. Instruments and Installed-Base Support

A2.1 Installed base only; no obligation to sell new Instruments. The G4x platform and any Historical G4 sequencing platform are supported as an installed base and are not offered for sale as new units. Singular has no obligation to sell, and makes no representation that it will sell, any new Instrument. Any sale of a new or refurbished Instrument occurs only if, and strictly on the terms, expressly stated in a Quote and Order Confirmation Singular signs for that unit.

A2.2 No new-unit warranty. Singular provides no new-unit warranty for any Instrument. Except for coverage expressly provided under an active service or support plan as set out in Section A2.3, each Instrument in the field is supported on the basis stated in this Schedule and is otherwise provided in its then-current condition.

A2.3 Service and support plan coverage. Where an Instrument is covered by an active service or support plan purchased by the Customer, and only while that plan remains in effect and paid current, Singular will, at its sole option, repair or replace a covered component that Singular determines to be non-conforming, using new or refurbished parts of its choosing. This repair, replacement, or component credit is the Customer's sole and exclusive remedy for any Instrument. Coverage does not extend to consumable items, to damage from misuse, unauthorized service, non-qualified Consumables, out-of-Specification use, environmental conditions outside the Documentation, relocation, or a Force Majeure Event, or to any Instrument moved, modified, or serviced other than as permitted by this Schedule.

A2.4 Authorized-provider-only service. All installation, service, maintenance, calibration, repair, and de-installation of an Instrument must be performed by Singular or a Singular-authorized provider. Service, opening, or modification of an Instrument by any other party voids all coverage under this Schedule and any remaining warranty, and the Customer is responsible for any resulting damage or defect.

A2.5 Facility-specific and non-transferable. Instrument coverage is specific to the installation facility identified in the Order and does not transfer with the Instrument. Coverage terminates automatically if the Instrument is moved to any other facility unless Singular performs or authorizes the move in writing. Coverage and any use rights are non-transferable, and the Customer may not assign, sublicense, lease, or make the Instrument available to any third party without Singular's prior written consent.

A2.6 Remote access and automatic updates. The Customer consents, as a condition of installed-base support, to Singular's remote access to the Instrument and its control Software for diagnostics, monitoring, logging, and support, and to Singular's installation of Software and firmware updates, patches, and security fixes, which may occur automatically. The Customer will maintain the network connectivity, site conditions, and access Singular reasonably requires. Telemetry and QC metadata collected through such access are governed by the Data Rights section of the Core terms and by Schedule D.

A2.7 Service visits and response. Singular will use reasonable efforts to respond to service requests under an active plan, whether by remote support or an on-site visit at Singular's election. Singular does not guarantee response times, on-site visit intervals, repair times, spare-parts availability, or uptime, and provides no service-level or availability commitment except one expressly stated and separately signed in a written service plan. On-site visits are scheduled subject to Singular personnel and parts availability and to the Customer's satisfaction of site-readiness and safety conditions.

A2.8 End-of-Life and last-time-buy. Singular may designate any Instrument line, or any related Consumable or Standard Panel, as End-of-Life on 180 days prior written notice. After the End-of-Life effective date: (a) support converts to a reasonable-efforts, spare-parts-if-available basis, and any coverage converts to a refurbished-parts or as-is basis; (b) Singular may discontinue manufacture and sale of the related Consumables and Standard Panels; and (c) Singular may offer a final last-time-buy window during which the Customer may place a final, non-cancellable and non-returnable Order for affected Consumables or Standard Panels, subject to availability, minimum quantities, and the shelf-life and storage terms of this Schedule. Singular has no obligation to redesign, re-manufacture, or source any discontinued item, and its sole obligation is to give the notice stated in this Section.

A2.9 Financing and security interest. Where an Instrument or Product is sold on terms other than payment in full in advance, Singular retains a purchase-money security interest in that Product, and in its proceeds, until the price is paid in full, and the Customer will sign or authorize any filing or document Singular reasonably requests to perfect that interest. On the Customer's default in payment, Singular may, in addition to its other remedies, repossess any unpaid Product and de-install any Software.

A3. Consumables and Standard Panels

A3.1 Ordering and minimums. Consumables and Standard Panels are ordered against a Quote or published catalog and are subject to Singular's then-current minimum order quantities, lead times, and packaging increments. Singular may allocate limited supply among customers as provided in Section A3.8 and may condition acceptance of an Order on the Customer's active installed-base status.

A3.2 Conformance warranty. Singular warrants that Consumables and Standard Panels, other than Custom Panels, will conform to their published Specifications until the later of 3 months from the date of shipment or any expiration or shelf-life date pre-printed on the Product, but in no event later than 12 months from the date of shipment. This warranty applies only to Product that has been stored, handled, and used at all times in accordance with the Documentation and the storage conditions in Section A3.5, and does not apply to Product that has been opened, aliquoted, stored, or handled other than in accordance with the Documentation, reused beyond its labeled uses, repackaged, relabeled, frozen or thawed outside labeled conditions, or used with any non-Singular Instrument or third-party fluidics. Singular's sole obligation, and the Customer's sole and exclusive remedy, for a non-conforming Consumable or Standard Panel is, at Singular's option, replacement of the Product or a credit of the price paid for it.

A3.3 Claims window and return authorization. A warranty claim must be submitted in writing within 30 days of the earlier of the applicable expiration or shelf-life date, the date the Product reaches its labeled number of uses, or the date the non-conformance was or reasonably should have been discovered. No Product may be returned without a Singular return authorization number issued in advance, and any Product returned must be shipped in accordance with Singular's instructions and applicable biosafety and transport requirements. Product used in whole or in part is deemed accepted as conforming except as to a latent non-conformance timely claimed under this Section.

A3.4 Single-use and aliquoted Consumables. Flow cells are supplied for a single use only and may not be reused, regenerated, repackaged, relabeled, or resold. Panels are supplied as a synthesized reagent quantity intended to be aliquoted across runs, and may be used until the supplied quantity is depleted or the labeled expiration or shelf-life date is reached, whichever occurs first; a Panel is not returnable or refundable once opened, and any unused portion remaining at expiry is spent. All Consumables are licensed for use solely with a Singular Instrument, may not be used with any non-Singular instrument or third-party fluidics without Singular's prior written consent, and may not be repackaged, relabeled, or resold. Any item the Documentation designates single-use may be used only once.

A3.5 Storage, handling, and shelf-life. The Customer will store and handle Consumables and Standard Panels strictly in accordance with the temperature, light, humidity, and other conditions stated in the Documentation, and will not use any Product after its expiration or shelf-life date. Failure to store or handle a Product as required voids all warranties for that Product.

A3.6 No return of opened or expired Product. Except for a Product timely and validly claimed as non-conforming under Sections A3.2 and A3.3 and returned under an authorization, all sales of Consumables and Standard Panels are final. Singular does not accept returns of, and will not credit or refund, any Consumable or Standard Panel that has been opened, used in whole or in

part, has passed its expiration or shelf-life date, has been stored or handled outside the Documentation, or is a custom, last-time-buy, or made-to-order item.

A3.7 Lot-to-lot variation. The Customer acknowledges that Consumables and Standard Panels are biological and chemical products and that some lot-to-lot variation within the published Specifications is normal and expected. Variation that remains within the published Specifications is not a non-conformance. The Customer is responsible for running its own controls and for qualifying each lot for its intended workflow before relying on results, and Singular makes no representation that results will be identical across lots.

A3.8 Supply allocation. If Singular's supply of any Consumable or Standard Panel is limited, whether by a Force Majeure Event, raw-material shortage, capacity, or other cause, Singular may allocate available supply among its customers and its own internal Services use in any manner Singular determines to be fair and reasonable, without liability, and such allocation is not a breach of any Order.

A3.9 Custom Panels excluded. Custom Panels are not Standard Panels, are not covered by the conformance warranty in this Schedule, and are governed exclusively by Schedule B, whether the Custom Panel is sold to the Customer as a Product or used by Singular internally in performing a Service.

A4. TissuStamp Tooling

A4.1 Sale and intended use. TissuStamp and any other Tooling are sold for tissue-preparation use in a research-use-only setting and must be used strictly in accordance with the Documentation and for the intended use stated there. The Customer is responsible for reading the Documentation, for training its personnel, and for verifying that the Tooling is appropriate for the Customer's tissue types and workflow before use.

A4.2 Care and condition. The Customer will use, clean, store, and maintain the Tooling as directed in the Documentation. The Customer is responsible for damage, wear, contamination, or degradation resulting from use, mishandling, cleaning or sterilization outside the Documentation, or use with materials or instruments not specified by Singular.

A4.3 Warranty and remedy. Singular warrants that Tooling, at the time of shipment, will conform to its published Specifications and be free from manufacturing defects in materials and workmanship for 3 months from the date of shipment, subject to the same conditions, exclusions, claims window, and return-authorization requirement that apply to Consumables under Sections A3.2 and A3.3. Singular's sole obligation, and the Customer's sole and exclusive remedy, is at Singular's option the repair or replacement of, or a credit for, the non-conforming Tooling. Embedded firmware is licensed, not sold, on the terms applicable to Software under the Core terms. Consumable or single-use components of the Tooling are not covered by this warranty beyond conformance at shipment.

A5. Service Plan Terms

A5.1 Term and renewal. A service or support plan runs for the term stated in the Quote or Order Confirmation and renews only as expressly stated there or by a new Order. Coverage

exists only while the plan is in effect and the Customer's account is paid current, and lapses automatically on non-payment or expiration.

A5.2 Termination for convenience and cancellation charge. If a service plan permits termination for convenience, the Customer may terminate on written notice subject to a cancellation charge of 15% of the remaining plan fees, and prepaid fees are non-refundable except to the extent expressly stated in the plan. Singular may terminate a plan for the Customer's material breach or non-payment as provided in the Core terms.

A5.3 Service claims window. Any claim relating to service work performed under a plan must be submitted in writing within 90 days of the date the service was performed, failing which the service is deemed accepted.

A5.4 Consumables and Support Continuity. Singular will use commercially reasonable efforts to continue supplying Consumables and Standard Panels, and to provide service and spare parts, to active installed-base sites for the duration of an active service or support plan, subject to the supply-allocation right in Section A3.8 and the End-of-Life mechanism in Section A2.8. Following an End-of-Life designation under Section A2.8, Singular will use commercially reasonable efforts to make service and spare parts available for a period of two (2) years after the End-of-Life effective date, and will offer a last-time-buy window for the affected Consumables and Standard Panels. This is a reasonable-efforts commitment and not a guarantee of any minimum quantity, and it is subject to supply availability and the allocation right in Section A3.8.

A6. Research Use Only

All Products supplied under this Schedule A are For Research Use Only and Not for use in diagnostic procedures, and are subject to the Research Use Only and Regulatory Compliance section and the Excluded Uses definition in the Core terms, which the Customer reaffirms with each Order. The RUO restrictions and Excluded Uses are conditions of the sale and license of every Product.

Schedule B: Custom Panels

This Schedule B governs the design, supply, and use of Custom Panels. It supplements the Core terms and controls over the Core terms and over Schedule A to the extent of any conflict. This Schedule B is the key allocation of risk for Custom Panels, and the Customer acknowledges that Singular's pricing for Custom Panel design and supply is set in reliance on it.

B1. Scope and Application

B1.1 This Schedule B applies to every Custom Panel, meaning any panel designed to Customer-specific or project-specific content, targets, or Specifications, whether the Custom Panel is sold to the Customer as a Product or is designed and consumed by Singular internally in performing a Service under Schedule C or Schedule D. A Custom Panel is not a Standard Panel, is not validated to Standard Panel Specifications, and is not covered by any Standard Panel or Consumable warranty.

B1.2 Where a Custom Panel is used by Singular in performing a Service, this Schedule B governs the Custom Panel itself and the design of it, and Schedules C and D govern the Service, the Samples, and the resulting data. In case of conflict as to the Custom Panel, this Schedule B controls.

B2. Design as a Made-to-Order, Best-Effort Service

B2.1 Custom Panel design is a made-to-order, best-effort service performed to Customer-supplied or Customer-approved requirements. Singular will apply reasonable professional skill to translate the Customer's stated targets and content into a manufacturable design file, but the design is an attempt to meet the Customer's requirements and is not a guarantee of any outcome.

B2.2 Singular does not select, recommend, or validate the biological targets, and any target lists, references, probe suggestions, feasibility comments, or FAS guidance Singular provides during design are advisory only, are not Documentation, and are not a warranty of results or a clinical or scientific recommendation.

B3. Customer Responsibility for Requirements and Validation

B3.1 The Customer is solely responsible for defining the requirements for the Custom Panel, including the targets, content, sequences, and intended tissue types and applications, and for the accuracy, completeness, and legality of those inputs. Singular is entitled to rely on the Customer's inputs without independent verification.

B3.2 The Customer is solely responsible for independently validating and qualifying the Custom Panel for the Customer's own samples, tissue types, workflow, and intended use before relying on any result, including running appropriate controls. The Customer acknowledges that it, and not Singular, is in the best position to assess fitness for the Customer's purpose.

B3.3 The Customer is solely responsible for confirming that its design inputs and its use of the Custom Panel do not infringe any third-party intellectual property, and for obtaining any license or freedom-to-operate the Customer requires. Singular makes no freedom-to-operate representation as to Customer-directed content.

B4. No Performance Warranty

B4.1 CUSTOM PANELS ARE DESIGNED TO REQUIREMENTS PROVIDED OR APPROVED BY THE CUSTOMER AND ARE PROVIDED AS IS AS TO PERFORMANCE. SINGULAR MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, THAT ANY CUSTOM PANEL WILL DETECT ANY TARGET, BIND ANY ANALYTE, ACHIEVE ANY PARTICULAR SENSITIVITY, SPECIFICITY, MULTIPLEXING CAPABILITY, SIGNAL, SIGNAL-TO-NOISE, DYNAMIC RANGE, REPRODUCIBILITY, OR BIOLOGICAL ACTIVITY, OR BE FIT OR SUITABLE FOR THE CUSTOMER'S TISSUE, SAMPLES, APPLICATION, OR INTENDED USE, WHETHER OR NOT ANY SUCH GOAL, TARGET, OR APPLICATION WAS DISCUSSED, DESCRIBED, OR INDICATED DURING DESIGN OR QUOTING.

B4.2 SINGULAR FURTHER DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-

INFRINGEMENT WITH RESPECT TO CUSTOM PANELS. No statement made by any Singular employee, FAS, or representative, and no marketing or technical material, creates any warranty for a Custom Panel or expands Singular's obligations under this Schedule.

B5. Sole Warranty: Conformance to the Approved Design File

B5.1 Singular's sole and exclusive warranty for a Custom Panel is that the Custom Panel was manufactured in material conformance with the design file the Customer approved in writing, that is, that the Custom Panel is free from manufacturing defect as measured against that approved design file. This warranty is limited to manufacturing conformance and does not extend to whether the approved design itself performs as the Customer intends.

B5.2 A claim under Section B5.1 must be submitted in writing within 30 days of shipment or, for internal Services use, of the date the affected Deliverable is delivered, and is subject to the return-authorization requirement in Schedule A. Singular's sole obligation, and the Customer's sole and exclusive remedy, for a Custom Panel that fails the warranty in Section B5.1 is, at Singular's option, to re-manufacture the Custom Panel to the approved design file or to credit the manufacturing price paid for the non-conforming lot. Singular has no obligation to redesign the Custom Panel.

B6. Design Sign-Off as a Condition Precedent

B6.1 Singular's commencement of manufacture is conditioned on the Customer's written approval of the design file, which the Customer will review and sign off before manufacture. The Customer's written design sign-off confirms that the design file matches the targets and content the Customer supplied or approved as of that date, and the Customer may not later claim that Singular failed to incorporate those supplied targets and content. Sign-off is not a warranty by Singular that the approved design performs, and the Customer remains responsible under Section B3.2 for validating the Custom Panel for its intended use.

B6.2 If the Customer requests changes after sign-off, the change is a new or amended Order subject to additional design and manufacturing charges and revised lead times, and any prior sign-off remains effective as to work already performed.

B7. Non-Cancellable and Non-Returnable; Deposit

B7.1 Once design work has begun, a Custom Panel design Order is non-cancellable, and any design fees and non-refundable deposit are earned and payable in full regardless of the design outcome. Custom Panel design is billed for the work performed and is not contingent on the Custom Panel meeting any performance goal.

B7.2 Once the Customer has approved the design file or manufacture has otherwise begun, whichever is earlier (the point of design-lock), the Custom Panel Order is non-cancellable and non-returnable, and the full price for design and for the ordered supply is due. Custom Panels are made-to-order and cannot be returned, credited, or refunded.

B7.3 Singular may require a non-refundable deposit for a Custom Panel Order, in an amount Singular sets at its discretion and states in the Quote or Order Confirmation, due at or before design approval. Any deposit is earned on design-lock and is not refundable regardless of the

design outcome or the Custom Panel's performance. Singular may also state a cancellation or reschedule charge for Custom Panel manufacturing in the Quote or Order Confirmation.

B8. Singular Intellectual Property; Reuse; Exclusivity

B8.1 All intellectual property in the Custom Panel design, including the panel content selection and layout, probe and oligonucleotide sequences, chemistry, encoding schemes, design methodologies, algorithms, and any improvements or know-how developed in the course of the design, is and remains Singular IP, even where the Custom Panel is designed to the Customer's targets, content, or Specifications. The Customer receives only a license to use the delivered Custom Panel Product in accordance with the Core terms, and receives no ownership of, and no license to make, have made, or reproduce, the design.

B8.2 Singular may reuse, adapt, incorporate, and offer the underlying probe sequences, chemistry, encoding schemes, design methodologies, algorithms, and know-how developed in the course of the design, including as or within a Standard Panel, a catalog product, or a Service offered to any other customer, without payment to or consent of the Customer. The specific list and combination of targets the Customer requests, where it is the Customer's non-public Confidential Information, is the Customer's Confidential Information under Section 14, and Singular will not offer that specific target list or combination as a defined panel to a third party except where the same is independently developed without use of the Customer's Confidential Information or is contained in De-identified Data or Aggregate Data. The underlying probe sequences, chemistry, and design methods are and remain Singular IP that Singular may use freely.

B8.3 No exclusivity, non-compete, or restriction on Singular's reuse rights under Section B8.2 applies unless the Customer and Singular agree to it in a separate written instrument signed by both parties, which will state its scope, field, term, and any exclusivity fee. Absent such a signed instrument, Singular's reuse rights are unrestricted.

B8.4 The Customer will not, and will not permit any third party to, reverse engineer, sequence, decompile, or otherwise attempt to derive the probe sequences, chemistry, or design of a Custom Panel, and will not apply for, obtain, or assist any person in obtaining any patent or other intellectual property right claiming the Singular-created design or any part of it. Any such right that arises in the Customer's name is assigned to Singular, and the Customer will sign the documents reasonably needed to record that assignment.

B9. Pricing

B9.1 Custom Panel pricing has two components: a design fee for the design work and a supply price for the resulting Custom Panel Product, each as stated in the Quote or Order Confirmation. The design fee is payable for the work performed and is not refundable or creditable based on Custom Panel performance.

B9.2 Unless the Quote states otherwise, the supply price applies to the initial ordered quantity, and reorders are subject to Singular's then-current pricing, minimum order quantities, and lead times. Singular may adjust price for changes in Customer requirements, quantity, raw-material cost, or Customer-caused delay as provided in the Core terms.

B10. Interaction with Services

B10.1 Where Singular designs or uses a Custom Panel internally in performing a Service, Sections B2 through B8 apply to that Custom Panel. The Custom Panel used internally is not delivered to the Customer as a Product, the Customer receives only the Deliverables defined in Schedules C and D, and no title, license, or right in the Custom Panel or its design passes to the Customer.

B10.2 The disclaimers of performance and fitness in Section B4 apply to the Custom Panel component of any Service, and are in addition to the no-Results-warranty and other protections in Schedules C and D. Nothing in a Service engagement creates any Custom Panel performance warranty.

B11. Research Use Only

Every Custom Panel, whether sold or used internally, is For Research Use Only and Not for use in diagnostic procedures, and is subject to the Research Use Only and Regulatory Compliance section and the Excluded Uses definition in the Core terms. The Customer will not use, and will not resell or offer, any Custom Panel or any result generated with it for any Excluded Use, including reselling Custom Panel results as a diagnostic product. The RUO restrictions and Excluded Uses are conditions of the design, sale, and license of every Custom Panel.

B12. Remedies for Design Misappropriation

The Customer acknowledges that a breach of Section B8.4 would cause Singular irreparable harm for which monetary damages would be an inadequate remedy, and that Singular is entitled to seek injunctive and other equitable relief to prevent or stop the breach, without posting bond, in addition to its actual damages and its other remedies for infringement or misuse of Singular IP. The parties may agree in a specific Quote or signed instrument on a liquidated-damages amount that is a reasonable pre-estimate of the harm from a described breach; absent that agreement, this Section does not liquidate damages.

Schedule C: Spatial Analysis Services (including Antibody and Proteomic Services)

This Schedule governs the central-lab spatial analysis Services, including antibody and proteomic Services, that Singular performs on Customer Samples under the Singular Genomics Spatial Services program. This Schedule supplements the Core, and where it conflicts with the Core, this Schedule controls for Services Orders. Defined terms have the meanings given in Section 1.

C.1 Scope and Project Initiation

C.1.1 Singular performs Services only under a Quote, Order Confirmation, or statement of work that references this Schedule. Each Services engagement is a separate, independent Order that

becomes binding only on Singular's acceptance by Order Confirmation or commencement of the Service, and only after the Sample-intake conditions in Section C.2 are satisfied.

C.1.2 The Quote, Order Confirmation, or statement of work fixes the Service description, the applicable panel (including whether a Standard Panel or Custom Panel is used), the Deliverables, the fees and milestone or deposit schedule, and any project-specific assumptions. Marketing materials, capability statements, and pre-project technical discussion are advisory only under Section 1 and are not Documentation, a Specification, or a warranty of any result.

C.1.3 The Customer is responsible for the completeness and accuracy of its project inputs, including target lists, Sample metadata, and study design. Singular relies on those inputs and does not independently verify them.

C.2 Sample Submission and Customer Representations

C.2.1 As a condition precedent to Singular accepting any Sample, the Customer represents and warrants, on each submission, that each Sample:

- (a) is fully de-identified and contains no protected health information and no identifier that Singular could reasonably use, alone or in combination with information available to Singular, to identify the Customer's personnel or any Sample donor;
- (b) was collected lawfully and with all informed consent and all Institutional Review Board, ethics-committee, or equivalent approvals or waivers required for the intended research use and for submission to and processing by Singular;
- (c) may lawfully be transferred to, received by, and processed by Singular, including under any applicable material-transfer, biobank, data-protection, or biological-material import and export requirement; and
- (d) is safe to handle at Biosafety Level 2 (BSL-2) or lower, with any known or suspected infectious, hazardous, radioactive, or otherwise dangerous characteristic disclosed to Singular in writing before shipment.

C.2.2 The Customer must repeat the representations in Section C.2.1 on Singular's Sample-intake or accession form for each shipment. Title to each Sample remains with the Customer at all times under Section 1. Singular has no obligation to verify de-identification, consent, or provenance, does not act as a HIPAA business associate or covered entity as to any Sample, and assumes no such role by receiving, processing, or storing a Sample.

C.2.3 The Customer will defend, indemnify, and hold harmless Singular under Section 12 against any claim arising from a breach of the representations in Section C.2.1, including any claim relating to Sample provenance, failure to de-identify, or failure to hold required consents or approvals. This indemnity is distinct from and additional to any other indemnity in the Agreement, and is subject to the same exclusion for losses caused by Singular's own negligence, willful misconduct, or violation of law stated in the last sentence of Section 12.3.

C.2.4 The Customer will not transmit to Singular any identifier, code key, re-identification key, or linking file that could be used to re-identify a Sample or its donor. If Singular reasonably believes that a Sample or any accompanying data contains protected health information or other

identifiable personal data under any applicable law (including the EU GDPR, the UK GDPR, and Japan's APPI), or any identifier, Singular may quarantine, return, or destroy the affected Sample or data without liability, will notify the Customer promptly on discovery, and will follow the Customer's reasonable instruction on return or destruction; the Customer will notify Singular immediately if it learns that identifiable information was sent. Singular does not act as a HIPAA business associate or covered entity, and receipt of a Sample or data in error does not create that role.

C.3 Sample Shipping, Acceptance, and Rejection

C.3.1 The Customer will package, label, preserve, and ship Samples in accordance with Singular's then-current submission Documentation, including any requirement for fixation, container, temperature, quantity, quality, and accompanying paperwork. The Customer selects and pays the carrier and bears all freight, insurance, and customs charges for inbound Samples.

C.3.2 On receipt, Singular will accession each Sample and may inspect it against the submission Documentation. Singular may accept, or may reject or destroy, at its option, any Sample that is non-conforming, mislabeled, degraded, insufficient in quantity or quality, non-de-identified, or that presents a hazard not disclosed under Section C.2.1(d). Singular will use reasonable efforts to notify the Customer of a rejected Sample. Fees for Services that cannot be performed because a Sample was rejected or was unusable on arrival remain due to the extent of work performed and materials committed.

C.3.3 Acceptance of a Sample at accession confirms only that the Sample appeared, on visual and administrative inspection, consistent with the submission Documentation. It is not a warranty of the Sample's suitability for the Service, of any analytical result, or of the Sample's biological condition.

C.4 Risk of Loss and Sample-Loss Allocation

C.4.1 The Customer bears all risk of loss of or damage to a Sample in transit until Singular confirms receipt and acceptable condition at accession. Singular is not liable for Sample degradation, mislabeling, contamination, or loss caused by the Customer's packaging, fixation, preservation, temperature handling, documentation, or carrier selection before accession.

C.4.2 Samples are consumed, sectioned, altered, or destroyed in the normal course of the Services. The Customer acknowledges that Samples are inherently limited, may be irreplaceable, and may be fully used or destroyed during processing.

C.4.3 Singular will use reasonable care in handling, storing, and processing Samples after accession. Singular does not act as an insurer or bailee of Samples and does not accept strict liability for them. Except for the sole and exclusive remedy in Section C.4.4 for Singular's failure to use reasonable care, and to the maximum extent permitted by law, Singular is not liable for loss of, damage to, or destruction of any Sample, or for the research, clinical, or commercial value of any Sample or of any data that might have been derived from it. This allocation is consistent with, and does not enlarge, the Sample-loss sub-cap in Section 11.

C.4.4 Except as provided in Section 11.4(a) (which preserves liability for gross negligence and willful misconduct), and as the Customer's sole and exclusive remedy for loss of or damage to

an accessioned Sample caused by Singular's ordinary negligence, Singular will, at its option, re-run the affected Service at no additional charge using replacement material the Customer supplies, or issue a Sample-handling credit not to exceed the Service fees paid for the affected Sample. The Customer must insure its Samples for any value beyond this remedy.

C.5 Turnaround

C.5.1 Any turnaround time Singular states, whether in a Quote, Order Confirmation, statement of work, or otherwise, is a good-faith estimate measured from accession and is not a guarantee or a deadline. A typical estimated turnaround is a number of weeks from accession and varies with the Service scope, the panel, and the condition of the Samples. Singular does not commit to a specific turnaround number in these Terms. Time is not of the essence for the Services.

C.5.2 Any delay caused by the Customer, including late or non-conforming Samples, incomplete metadata, delayed approvals, or delayed responses to Singular's queries, extends Singular's timeline and may shift added cost and re-scheduling to the Customer. Section 18 (Force Majeure) applies to delays in Sample delivery and in Service performance alike.

C.6 Antibody and Proteomic Services

C.6.1 Antibody-based and proteomic Services depend on biological reagents that vary by lot, tissue type, fixation, and preparation. Singular does not warrant that any antibody, probe, or proteomic assay will bind any particular target, achieve any particular sensitivity, specificity, dynamic range, or signal-to-noise, or perform consistently across lots, Samples, or runs.

C.6.2 Where a Service is requested on a Sample type, fixation, or preparation that Singular has not validated for the applicable assay, that Service is performed at the Customer's sole risk, without any performance warranty, and any control, optimization, or titration work is billable unless the Quote states otherwise. Singular may include or recommend controls, but the Customer is responsible for interpreting controls and for validating results before relying on them.

C.7 Delivery and Acceptance of Deliverables

C.7.1 Singular delivers Deliverables by the method stated in the Quote or Order Confirmation. The Customer will inspect each Deliverable promptly on delivery.

C.7.2 A Deliverable is deemed accepted on the earlier of (a) the Customer's written acceptance, (b) the Customer's use of the Deliverable in a manner inconsistent with rejection after a reasonable opportunity to inspect, or (c) the expiration of 30 days after delivery without written notice of a material non-conformance describing the non-conformance in reasonable detail. On timely notice of a covered material non-conformance, Singular's sole obligation, and the Customer's sole and exclusive remedy, is to re-perform the affected analysis to correct the non-conformance where re-performance is possible with available material, or, where it is not, to issue a credit not to exceed the fees paid for the affected Service.

C.7.3 The acceptance mechanism in this Section applies to conformance of the Deliverable with the agreed Service description only. It is not, and must not be read as, a warranty of the scientific

accuracy, completeness, or interpretive value of any Result Data or Deliverable, which is addressed in Section 10 and Schedule D.

C.8 Sample Retention and Disposal

C.8.1 Except for material consumed or destroyed in processing, Singular will retain residual Sample material, if any, for 30 days after delivery of the related Deliverables, after which Singular may dispose of it as biological waste in accordance with applicable law. Singular does not return Samples or residual material absent a separate written agreement and applicable fees. The Customer may elect a documented retention or disposal option on the intake form; absent an election, Singular's default policy applies. Where an amount for the related Order is under a documented good-faith dispute, Singular will not dispose of identifiable residual Sample material solely on account of that dispute while it is pending, subject to Sample viability.

C.9 No Clinical or Diagnostic Use

C.9.1 The Services and all resulting Service Data, Result Data, and Deliverables are Research Use Only and are not for use in diagnostic, therapeutic, clinical, or patient-management procedures or decisions. The Customer will not put any Service, Result Data, or Deliverable to any Excluded Use. Services are performed to generally accepted professional standards for research-use-only laboratories and not to any clinical, CLIA, CAP, or other regulated standard, and Singular makes no representation that its laboratory holds any such accreditation for the Services. Section 7 governs, and the Customer's indemnity for diagnostic or clinical misuse of Results under Section 12 applies.

C.9.2 The Customer will not return, report, or make available any Singular Result Data or Deliverable, or any individual, subject-level result derived from it, to any Sample donor, research subject, or treating clinician for any clinical, diagnostic, or patient-management purpose. A Customer that independently generates and validates its own clinical result under its own regulatory authorizations, in a laboratory certified under CLIA or an equivalent authority, may return that separate result, but this does not permit the return of any Singular Result Data or Deliverable. A breach of this Section C.9.2 is an Excluded Use and is subject to the Customer indemnity in Section 12.3.

C.10 Data Ownership for Services

C.10.1 As between the parties, and consistent with Section 15, the Customer owns its Samples, Sample metadata, and the Result Data, the other Service Data, and the Deliverables generated from its Samples (other than Singular's platform, instrument, and pipeline operational and telemetry metrics, as distinct from the per-project QC metrics reported within a Deliverable), in each case on full payment. Singular retains all right, title, and interest in Singular IP, including its Instruments, Software, pipelines, algorithms, SOPs, panel designs (including any Custom Panel used internally under Schedule B), and any improvement developed while performing the Services.

C.10.2 Source Data is not part of the Deliverables. Except for the license to its own Source Data in Section 15.2, the Customer may not redistribute or reprocess Source Data without Singular's prior written consent. Singular may generate, retain, and use De-identified Data and Aggregate

Data as permitted by Section 15 and Schedule D. The detailed data-rights terms in Schedule D apply to all Services Deliverables.

Schedule D: Informatics and Data (FAS and Automated Pipelines)

This Schedule governs the informatics and data-analysis Services Singular provides, whether performed by a Field Application Scientist, produced by an automated pipeline, or both, and it governs the resulting data outputs and Deliverables. This Schedule supplements the Core, and where it conflicts with the Core, this Schedule controls for informatics and data Orders.

D.1 Scope of Informatics Services

D.1.1 Informatics Services include FAS-supported analysis and automated pipeline analysis that generate Service Data, Result Data, and Deliverables from a Customer's Samples or Customer-supplied data, as scoped in the applicable Quote, Order Confirmation, or statement of work.

D.1.2 FAS guidance, recommendations, and pipeline outputs are advisory research tools. Under Section 1, FAS guidance is not a warranty of results or a clinical recommendation. The Customer is responsible for evaluating, validating, and deciding whether to rely on any output.

D.2 Deliverables and Data Outputs Provided AS IS

D.2.1 EXCEPT FOR THE LIMITED CONFORMANCE OBLIGATION IN SECTION C.7, ALL DELIVERABLES, RESULT DATA, SERVICE DATA, AND OTHER DATA OUTPUTS ARE PROVIDED "AS IS." SINGULAR DOES NOT WARRANT THE ANALYTICAL ACCURACY, COMPLETENESS, PRECISION, REPRODUCIBILITY, OR SCIENTIFIC VALIDITY OF ANY OUTPUT, ANY FEATURE CALL, EXPRESSION MATRIX, QC METRIC, OR ANNOTATION, OR ANY CONCLUSION, INFERENCE, OR HYPOTHESIS DRAWN FROM IT. Analytical results depend on inputs, Sample quality, biological variability, and evolving methods, and may contain artifacts or errors. This Section is consistent with Section 10.

D.2.2 The Customer uses all Deliverables and data outputs at its own risk and is responsible for independent verification before relying on any result for any purpose. Nothing Singular delivers is a clinical or diagnostic recommendation.

D.3 Software and Pipeline License

D.3.1 Any Software or pipeline component Singular makes available in connection with informatics Services is licensed, not sold, under Section 13. Singular grants the Customer only a non-exclusive, non-transferable, personal, revocable license to use that Software in accordance with its Documentation, solely to view and work with Deliverables for the Customer's internal research, excluding the Excluded Uses. Title to the Software and to all pipeline code, algorithms, models, and SOPs remains with Singular.

D.3.2 The Customer will not, and will not permit a third party to, copy (except for a reasonable backup), modify, translate, sublicense, rent, resell, reverse engineer, decompile, disassemble, benchmark, or attempt to derive the source code, structure, or methods of the Software or pipeline, and will use the Software only with data generated on a Singular Instrument or produced by Singular in performing the Services. All rights not expressly granted are reserved.

D.3.3 Software or Deliverables may include third-party or open-source components governed by their own license terms. Where such components are present, Singular will make available a disclosure of them on request, and those separate license terms govern those components to the extent they conflict with this Schedule. Singular provides open-source components without warranty and without indemnity, and Singular is not liable for any data processed through non-Singular software or through Customer modifications to the pipeline outputs.

D.3.4 A license to informatics or pipeline Software provided on a subscription or plan basis is coextensive with the Customer's active informatics subscription or plan and ends on its expiration or non-renewal. A perpetual license to view and work with delivered Deliverables for a specific project survives on the terms stated in the applicable Quote or Order Confirmation.

D.4 Ownership of Raw Data, Processed Data, and the Pipeline

D.4.1 As between the parties, and on full payment, the Customer owns the project-specific Result Data, the other Service Data, and the Deliverables generated from its Samples, other than Singular's platform, instrument, and pipeline operational and telemetry metrics, as distinct from the per-project QC metrics reported within a Deliverable.

D.4.2 Singular retains all right, title, and interest in Singular IP, including all methods, pipeline code, algorithms, models, SOPs, panel designs, and any improvement or derivative developed while performing the work, whether or not developed using the Customer's Samples or inputs. Source Data is not part of the Deliverables; except for the license to its own Source Data in Section 15.2, the Customer may not redistribute, reprocess, or reverse engineer Source Data without Singular's prior written consent, because Source Data requires Singular's proprietary pipeline to interpret.

D.4.3 Singular may generate, retain, and use De-identified Data and Aggregate Data, including QC metrics and performance statistics, on a perpetual, irrevocable, royalty-free basis for QC, product and panel improvement, validation, benchmarking, research, and marketing of the applicable sample type, provided such data cannot reasonably identify the Customer, its personnel, or any Sample donor. This right survives termination.

D.4.4 The Customer may use and share the Deliverables for its internal research and publications, subject to the RUO flow-down in Section 7 and the confidentiality obligations in Section 14, and provided it does not disclose Source Data or Singular IP.

D.5 Data Security and Retention

D.5.1 Singular will maintain reasonable administrative, technical, and physical safeguards designed to protect Result Data and Deliverables in its possession against unauthorized access, consistent with industry practice for a research-use-only service provider. Because Samples must arrive de-identified under Section C.2, Singular does not receive, and the safeguards are not

designed to protect, protected health information, and Singular is not a HIPAA business associate.

D.5.2 Singular will retain Result Data and Deliverables for 90 days after delivery, after which Singular may permanently delete them, unless the Customer has purchased extended storage in writing. The Customer is responsible for downloading and maintaining its own copies within the retention window. Singular is not liable for data lost or deleted after the retention window or for the Customer's failure to retain its own copies. Singular will not delete Result Data or Deliverables the Customer has paid for in full while an amount for the related Order is under a documented good-faith dispute, and the retention window for such data is tolled during the dispute.

D.5.3 If Singular determines that Result Data or Deliverables in its possession were subject to unauthorized access or disclosure, Singular will notify the Customer without undue delay and will reasonably cooperate in the Customer's investigation. Each party bears its own costs of responding, subject to the limitations of liability and the confidentiality super-cap in Section 11.

D.6 Use at Customer Risk

D.6.1 The Customer acknowledges that informatics outputs are research tools that support, and do not replace, the Customer's own scientific judgment. The Customer assumes all risk arising from its use of, reliance on, or interpretation of any Deliverable or data output, and the limitations of liability in Section 11 and the disclaimers in Section 10 apply in full to this Schedule.

Acceptance and Signature

S.1 Acceptance

S.1.1 This Agreement is accepted, and becomes binding on the Customer, on the earliest of: (a) the Customer's signature below or on a Quote or Order Confirmation that references these Terms and Conditions; (b) the Customer submitting an Order that Singular accepts; (c) the Customer's acceptance of delivery of a Product; or (d) the Customer submitting Samples for Services. Placing an Order, accepting delivery, or submitting Samples constitutes the Customer's acceptance of this Agreement in full, including all Schedules, without the need for a signature. Any different or additional term in the Customer's purchase order or other paper is void under Section 2 unless separately signed by Singular.

S.1.2 The individual accepting this Agreement on behalf of the Customer represents that they are authorized to bind the Customer.

S.2 Signatures

SINGULAR GENOMICS SYSTEMS, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Legal Entity Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Effective Date: _____ (the date of the last signature below or, if unsigned, the date of the first act of acceptance under Section S.1.1)