CELLANOME, INC.

TERMS & CONDITIONS OF SALE AND SERVICE

Last Updated: November 1, 2026

1. General.

These terms and conditions of sale and service ("Terms and Conditions"), together with Cellanome End User Software License Agreement, Cellanome Cloud Services Agreement, Specifications, Documentation, and the Cellanome price quotation issued to Purchaser ("Quotation") constitute the exclusive and complete binding agreement governing the sale and supply, license, and use of any Products or Services provided by Cellanome, effective as of the earlier date of Purchaser's written acceptance of the Quotation, or Cellanome's taking any action to provide Purchaser with any Product or Services, and shall supersede all other statements, representations, communications, discussions, understandings, or agreements with Cellanome relating to sale and supply, license, or use of Cellanome Products or Services. Purchaser's acceptance of these Terms and Conditions in their entirety is an express condition for the sale and supply, license, or use of any Cellanome Products or Services, and accordingly placing any order for Products or Services, submission of a purchase order to Cellanome, or taking delivery of any Products or Services is deemed to be an acceptance of and agreement to these Terms and Conditions in their entirety by Purchaser, notwithstanding any other terms or conditions contained in such purchase order or other statement (written or verbal) accompanying Purchaser's order which is hereby rejected and is of no force or effect. Purchaser's acceptance or confirmation that states additional or differing terms from these Terms and Conditions shall be operative as acceptance provided, however, that all additional or differing terms shall be deemed material alterations within the meaning of California Commercial Code Section 2207(2)(b). Cellanome's notice of objection to any additional or new terms by Purchaser is hereby given pursuant to California Commercial Code Section 2207(2)(c). Additionally, all Cellanome offers or quotations for sale and supply of Products, license, or Services, as well as any counteroffers by Cellanome for any such sale and supply of Products, license, or Services incorporate and are strictly subject to these Terms and Conditions. No amendment to these Terms and Conditions or waiver of any right, condition, or breach will be effective unless made in a writing signed by Cellanome and Purchaser. In the event of any conflict among the documents comprising the agreement described in this Section 1, these Terms and Conditions shall control unless the conflicting document expressly states that it supersedes these Terms and Conditions and is signed by an authorized representative of Cellanome, except that the Quotation shall control with respect to price, quantities, delivery dates, and delivery terms. The version of these Terms and Conditions in effect on the date of the Quotation governs all orders placed under that Quotation. The current version of these Terms and Conditions is posted at www.cellanome.com/legal. Cellanome may change these Terms and Conditions from time to time by posting a revised version with a new "Last Updated" date.

2. Definitions.

The following terms, when capitalized, have the meanings set forth below:

"Cellanome" means Cellanome, Inc., or, where a Quotation is issued by a subsidiary or affiliate of Cellanome, Inc., that subsidiary or affiliate.

"Cellanome Platform Technology" shall mean the technology, trade secrets, methods, know-how related to multi-omic cell analysis, processes deploying polymer matrix cages for encapsulating one or more cells within a flow cell, proprietary data analysis methods, together with Cellanome's proprietary reagents, assays, core consumables, Instrument, and software for cellular analysis.

“Consumable” refers to Cellanome Kits for cellular analysis consisting of “Core Consumables” and Assay kits.

“Core Consumable” refers to Cellanome Kits which are intended to be used with the Instrument for cellular analysis and are composed of reagents and flow cells.

“Documentation” means all documents provided by Cellanome to Purchaser relating to the Products.

“Incoterms” means the year 2020 edition of the official International Chamber of Commerce’s rules for the interpretation of trade terms, or any successor set of rules, guidelines or terms developed thereunder.

“Instrument” refers to Cellanome’s device consisting of an integrated multi-omics platform for cellular analysis, equipped with integrated touchscreen monitor and embedded computer with its own software.

“Intellectual Property” means all patents, patent applications, utility models, designs, inventions, invention disclosures, trade secrets, know-how, registered and unregistered copyrights, works of authorship, computer software programs, source codes, data bases, trademarks, service marks, trade names and trade dress and any similar proprietary rights and any licenses or user rights related to the foregoing.

“Product” refers to any Instrument, Consumable, or Software.

“Purchaser” means a person or entity (including its affiliates) that places an order for, purchases, or receives a Product, license, or service from Cellanome. The term "Purchaser" includes all employees, contractors, and other persons whom Purchaser permits to use the Products based on the context in which it is used.

“Services” refers to all Installation Services, Training Services, Preventative Maintenance Services, and Repair Services provided by Cellanome to a Purchaser.

“Software” means Cellanome’s software installed or incorporated in the Instrument for operation and control of the Instrument, and which contains proprietary algorithm for detection and analysis and is subject to Cellanome End User Software License Agreement.

“Specifications” means Cellanome written technical specifications for each Product in effect as of the date of Product shipment.

“Installation Services” means the services that Cellanome shall provide in order to install the Instrument at Purchaser’s facilities within thirty (30) days of delivery of the Instrument at Purchaser’s facilities.

“Preventative Maintenance Services” means periodic preventative and maintenance services to an Instrument that may be provided by Cellanome.

“Repair Services” shall mean services provided by Cellanome to repair an Instrument or replace a component part of an Instrument.

“Service Fees” means all fees and charges for the Services Cellanome provides with respect to an Instrument.

“Training Services” means the training by Cellanome of up to four (4) personnel of Purchaser, which training is to be carried out at Purchaser’s facilities where the Instrument was installed.

PART A — SALE OF PRODUCTS

3. Orders / Changes / Cancellation.

a. **Orders.** Upon Purchaser's request, Cellanome may provide Purchaser Quotations for Products and Services. All Quotations incorporate these Terms and Conditions, and Purchaser's acceptance of a Quotation or Purchaser's submission of a purchase order, even if unsigned, will be deemed to be acceptance of these Terms and Conditions by Purchaser.

b. **Changes / Cancellation.** Orders for Products are final once accepted by Cellanome, and thereafter cannot be changed or cancelled, unless otherwise agreed in writing by Cellanome and Purchaser.

4. Pricing.

All prices are as set forth in the Quotation for the specific quantities stated in the Quotation and exclude all taxes, duties, tariffs, and similar charges, which are governed by Section 22 (Taxes). Unless the Quotation states otherwise, Cellanome will invoice Purchaser, and Purchaser shall pay, all freight, shipping, packaging, handling, and insurance charges for the Products, and the costs of shipping to and from Purchaser's facilities the equipment required to install the Instrument ("Installation Equipment").

List prices are in U.S. dollars and are subject to change without notice.

5. Shipment and Payment.

a. **Delivery Terms.** Unless the Quotation specifies a different Incoterm, Cellanome shall deliver the Products DPU (Incoterms) at the destination specified in the Quotation or as otherwise agreed in writing at the time of order, except that freight and related charges are allocated as provided in Section 4 (Pricing). All risk of loss passes to Purchaser upon unloading at the destination.

b. **Invoicing and Payments.** Cellanome shall invoice Purchaser upon shipment of a Product by Cellanome. Payment shall be made, in U.S. Dollars, in full within thirty (30) days of the date of Cellanome's invoice. In the event that Purchaser fails to make payment of an invoice within 30 days, such invoice or unpaid portion of such invoice (a "Late Payment") shall accrue interest at the rate of 1.5% per month, or the maximum rate allowed by law, until the outstanding principal balance and all accrued interest charges are paid. Cellanome, at its option, may stop any deliveries or shipments or suspend any performance under these Terms and Conditions until all outstanding amounts are received. Title to each Instrument shall remain with Cellanome until Cellanome has received payment in full of all amounts due for that Instrument. Purchaser hereby grants Cellanome a purchase-money security interest in each Instrument and the proceeds thereof to secure payment of all amounts owed, and authorizes Cellanome to file such financing statements as Cellanome deems necessary to perfect that interest.

6. Intellectual Property Rights, Limited License.

a. **IP Ownership.** All Intellectual Property rights in the Products shall remain the sole and exclusive property of Cellanome. The Products sold or licensed by Cellanome contain Intellectual Property deemed by Cellanome to be of significant value, and that such Intellectual Property may be protected by patents, copyrights, trade secrets, and other laws. Neither the Terms and Conditions nor the sale of the Products by Cellanome shall be construed as a transfer of any title or the grant of any rights (other than the licenses specifically set forth herein) in and to the Intellectual Property contained in the Products owned or licensed by Cellanome, and no implied license or other right is granted expressly, by implication, by estoppel, or otherwise.

b. **Product Improvements.** To the extent permitted by law, Purchaser hereby grants to Cellanome a non-exclusive, worldwide, fully sublicensable, fully paid-up, royalty-free, irrevocable, perpetual right and license, with the right to sublicense, to use, and to commercialize in any manner all Product Improvements made by or on behalf of Purchaser. Purchaser shall promptly disclose to Cellanome any Product Improvements made by or on behalf of Purchaser. "Product Improvements" means, any and all Intellectual Property rights on inventions conceived or reduced to practice by or for Purchaser that arise out of the use of Products, or any improvement, enhancement, derivative work, modification, adaptation, or reverse engineering of any Product, which directly relates to a design, development, or performance improvement to the Instrument, Consumables, or Software; or an improved method of using the Instrument, Consumables, or Software. For avoidance of doubt, Product Improvements shall not include Purchaser's data resulting from using the Products (e.g., potential drug candidates, assay result outputs, or discoveries arising from assay result outputs).

c. **License to Use Products.** Purchaser is granted a non-exclusive, non-transferable, non-sublicensable limited license to use the Products sold or licensed to Purchaser solely for Purchaser's internal research purposes in compliance with the Product Specifications and Documentation, specifically excluding any of the Excluded Uses and any use that contravenes the Product Restrictions. All Software is only licensed to Purchaser and is not sold. This license does not grant Purchaser any rights to modify, reverse engineer, or create derivative works based on the Products or associated Intellectual Property.

d. **Excluded Uses.** The use of Cellanome Products is subject to the following use exclusions, restrictions, and limitations ("Excluded Uses"):
   (i) The Products and/or components of the Products are licensed For Research Use Only (RUO) (see Section 6.f), and expressly not for any diagnostic, therapeutic, medical, human clinical, or any other similar uses, and may not be used for any other purpose, and no other right, express or implied, is conveyed by the sale of the Products.
   (ii) Purchaser agrees to use each Cellanome Core Consumables only with Cellanome's Instrument and with no other device, instrument, or hardware, except as provided in the Documentation.
   (iii) Purchaser agrees to use Instrument only with Cellanome Core Consumables and shall not use any substitute for Cellanome Core Consumables with the Instrument, except as provided in the Documentation.
   (iv) Purchaser agrees to use each Product in accordance with the Product's Specifications and Documentation and not use or allow any other person to use the Products contrary to the Product Specifications and Documentation.
   (v) Purchaser shall not use the Products or any components thereof for any purpose prohibited by applicable law, regulation, ordinance, or established ethical guidelines by recognized national or international institutional ethics committees.

e. **Product Restrictions.** The Purchaser agrees to the following material conditions and restrictions relating to the Products ("Product Restrictions"):
   (i) Purchaser shall not resell, transfer, assign, lease, rent, or lend a Product or any of its component parts to another person or entity or allow another person or entity access to the Product.
   (ii) Purchaser shall not move the Instrument from its exact original location of installation to any other facility or location, unless permitted in writing by Cellanome and moved by Cellanome authorized agent.
   (iii) Purchaser shall not modify, alter, change, create derivative work, repair, disassemble, decompile, take apart, reproduce, or reverse engineer any Product, nor allow any of those actions, except by a Cellanome authorized agent.
   (iv) Purchaser shall not neglect, damage, or allow misuse, abuse, improper or abnormal use of any Product, or operate a Product contrary to the Specifications and Documentation.

(v) Purchaser shall have no right to make, have made, manufacture, offer to sell, or sell the Products or any component parts thereof, and none is implied by the sale of a Product or its purchase by Purchaser.

f. Research Use Only. The Products are manufactured, sold, licensed, and intended for internal research use only. Accordingly, the Products are labeled "FOR RESEARCH USE ONLY. NOT FOR USE IN DIAGNOSTIC PROCEDURES", or with an equivalent statement, as required by the United States Food and Drug Administration regulations. The Purchaser acknowledges that (i) the Products have not been approved, cleared, or licensed by the United States Food and Drug Administration or any other regulatory entity in any other jurisdiction for any diagnostic, therapeutic, clinical, or other regulated use; and, (ii) Purchaser shall not use the Products for any purpose that requires clearance, approval, certification, or licensing by any regulatory authority.

g. Customer Data. As between the parties, Purchaser owns all data that Purchaser generates through its use of the Products, including raw and processed experimental results, assay result outputs, and any discoveries arising therefrom ("Customer Data"). Cellanome obtains no ownership of Customer Data by virtue of these Terms and Conditions or Purchaser's use of the Products. Cellanome does not use Customer Data to train, validate, or develop any artificial intelligence or machine learning models, and will not do so without Purchaser's express written agreement. This Section does not apply to Machine Data, which is governed by Section 29, or to Product Improvements as defined in Section 6.b.

7. Product Warranties.

The exclusive warranties that Cellanome shall provide for the sale and supply, license or use of any Product or Services provided by Cellanome are the Instrument Warranty, Consumable Warranty and Software Warranty (collectively "Product Warranties"), subject to the Exclusions from Product Warranties ("Warranty Exclusions") and Limitations on Warranties outlined hereinbelow in this Section 7.

a. Instrument Warranty. Cellanome warrants to Purchaser that the Instrument will conform to Cellanome's Specifications ("Instrument Warranty") at the time of shipment and for a period of twelve (12) months from its shipment, unless Cellanome-provided installation of the Instrument is included with the sale of the Instrument, in which case the warranty period commences on the earlier of (i) the date of Instrument installation, or (ii) thirty (30) days after delivery of the Instrument at the address designated by Purchaser ("Instrument Warranty Period"). The Instrument Warranty is conditioned upon identification of the non-conformity by Purchaser and Cellanome's independent confirmation of such non-conformity. Cellanome may, at its sole discretion, repair or replace a non-conforming Instrument or Instrument component (if non-conformity is limited to Instrument component) with functionally equivalent, reconditioned, or new Instrument or Instrument component. The repair or replacement of a non-conforming Instrument or Instrument component may be carried out at Cellanome's facilities or at Purchaser's facilities using Cellanome field service engineers. Repairs or replacements do not extend the Instrument Warranty Period. The warranty period for any repaired or replaced Instrument component is either (i) 90 days from the date of its shipment, or (ii) the remaining period on the Instrument Warranty Period, whichever is later. The warranty period for the Instrument which is replaced in its entirety is either (i) 90 days from the date of shipment, or (ii) the remaining period on the Instrument Warranty Period, whichever is later. Cellanome shall provide preventative maintenance for the Instrument during the Instrument Warranty period as specified in the Documentation. Cellanome's entire obligation and Purchaser's exclusive remedy for any non-conforming or defective Instrument is the repair or replacement remedies detailed under the Instrument Warranty in this Section.

b. Consumables Warranty. Cellanome warrants to Purchaser that at the time of shipment, Consumables purchased will conform to their Specifications until the later of (i) three (3) months from the

date of shipment to Purchaser or (ii) any expiration date or the end of the shelf-life pre-printed on such Consumable by Cellanome, but in either event, no later than twelve (12) months from the date of shipment. Cellanome makes no warranty that Consumables shall perform as intended for any particular use by Purchaser. Purchaser's exclusive remedy for any non-conforming Consumable is for the replacement of the Consumable within the warranty period provided herein in this Section 7.b.

c. **Software Warranty.** Cellanome warrants to Purchaser that at the time of shipment Software licensed by Cellanome for operating or use with the Instrument shall be free from significant programming errors and defects and shall conform to the performance specifications as set forth in any then-current Documentation during the Instrument Warranty Period. The Purchaser's exclusive remedy for any non-conforming or defective Software is the repair or replacement of the Software.

d. **Warranty Exclusions.** The Product Warranties do not apply to any Product that was used for an Excluded Use or in contravention of the Product Restrictions, or to any Instrument that is subject to any of the Service Exclusions in Section 16 (collectively, "Warranty Exclusions").

e. **Limitations on Warranties.** TO THE EXTENT PERMITTED BY LAW, THE EXPRESS PRODUCT WARRANTIES AND SERVICE WARRANTIES AND THE REMEDIES IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE AND IN LIEU OF, AND CELLANOME HEREBY DISCLAIMS, ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY OR CONTRACTUAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES RELATED TO OR IN ANY WAY ARISING OUT OF THESE TERMS AND CONDITIONS, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY SET FORTH IN THE PRODUCT WARRANTIES AND SERVICE WARRANTIES, CELLANOME MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY OF DATA OR RESULTS OR THE FUNCTIONALITY OF THE PRODUCTS.

f. **Warranty Procedure.** As a condition for making a claim under any of the Product Warranties or Service Warranties, Purchaser shall: (i) report the non-conformity to Cellanome in writing within ten (10) days after discovering it; (ii) cooperate with and assist Cellanome in inspecting, diagnosing, repairing, and servicing the non-conformity, including by providing Cellanome's field service engineers easy access to the Product; and (iii) if instructed by Cellanome, return the Product to Cellanome or as Cellanome directs, with all shipping charges prepaid by Purchaser.

8. Purchaser's Representations and Warranties.

Purchaser represents and warrants that it (i) is the end user of the Product and shall not resell or distribute the Product, (ii) is not a dealer, representative, reseller, or distributor of any laboratory or medical products, (iii) is not purchasing the Product for resale or distribution to a third party, (iv) is not purchasing the Product for or on behalf of a third party, (v) is not purchasing the Product in order to export the Product from the country to which the Product was shipped by Cellanome, (vi) will not export the Product out of the Country into which it was shipped, and (vii) will not use the Product for any diagnostic, therapeutic, or human clinical use. Any breach of these representations voids all warranties and indemnities provided to Purchaser.

PART B — SERVICES

9. Term of Services.

This Part B shall be in effect for a period of twelve (12) months commencing on the date of Instrument installation, or thirty (30) days after delivery of the Instrument at the address designated by Purchaser,

whichever is earlier. This Part B, together with Part C, states all the terms and conditions under which Services are provided to Purchaser during the Instrument Warranty Period.

10. Service Fees.

The Service Fees for Services during the initial Instrument Warranty Period are included in the Quotation. Service Fees are invoiced and payable in accordance with Section 5.b (Invoicing and Payments).

11. Installation Services.

If Installation Services are included in the Quotation, Cellanome shall install the Instrument at Purchaser's facilities within thirty (30) days of delivery of the Instrument at Purchaser's facilities. By accepting the shipment of the Instrument, Purchaser agrees that it has read and fully complied with Cellanome Site Preparation Guide and Cellanome Training Readiness Guide. In the event Purchaser fails to comply with Cellanome Site Preparation Guide or fails to meet its responsibilities under Section 15 (Responsibilities of Purchaser), Cellanome may, at its sole discretion, delay or refuse to install the Instrument. Cellanome may additionally invoice Purchaser for any additional time and expenses incurred due to any delay in providing Installation Services for the Instrument beyond sixty (60) days after its delivery at Purchaser's facilities, unless Cellanome has caused such delay.

12. Training Services.

Cellanome shall provide on-site training to up to four (4) personnel of Purchaser, which training is to be carried out at Purchaser's facilities where the Instrument was installed. Purchaser should reserve up to five (5) business days for such training that includes a combination of classroom style instructions and hands-on protocol work on the Instrument. As a pre-condition for any Training Services by Cellanome, Purchaser shall read and fully comply with Cellanome Training Readiness Guide.

13. Preventative Maintenance Services.

During the Instrument Warranty Period, Cellanome shall provide Preventative Maintenance Services for the Instrument as specified in the Documentation, and may provide additional Preventative Maintenance Services that Cellanome recommends or deems necessary in its sole discretion. Preventative Maintenance Services will be scheduled in cooperation with the Purchaser's schedule, based on availability of Cellanome Field Service Engineers or other Cellanome service representatives who will be carrying out those Services ("Services Representatives"). Preventative Maintenance Services might include testing and adjusting the Instrument to the Specifications or installation of Instrument and Software updates as recommended by Cellanome, in Cellanome's sole discretion. Purchaser understands and agrees that during Preventative Maintenance Services the Instrument will likely be unavailable for Purchaser's testing and other purposes for approximately two to three days while those Services are on-going. Purchaser shall read and fully comply with Cellanome Site Preparation Guide, as a pre-condition for any Preventative Maintenance Services to be carried out by Cellanome. In the event the Preventative Maintenance Services cannot be performed due to Purchaser's: (a) failure to comply with Cellanome Site Preparation Guide, (b) lack of cooperation with Cellanome in scheduling visits to perform Preventative Maintenance Services, or (c) refusal to allow Cellanome's Services Representatives free and direct access to the Instrument to be able to carry out and complete preventative maintenance, Cellanome shall not be obligated to provide substitute Preventative Maintenance Services.

14. Repair Services.

Upon receipt of written notice from a Purchaser, Cellanome shall make commercially reasonable efforts to provide repair services for an Instrument that has been reported to be in need of repair or support

services. Cellanome's Repair Services obligations are strictly limited to providing parts and labor only to repair or replace the Instrument or Instrument components pursuant to the express terms of the Instrument Warranty as expressly stated in Section 7 (Product Warranties). All repaired and replaced Instruments and Instrument components shall further be subject to the express terms of the Instrument Warranty and Warranty Exclusions in Section 7 (Product Warranties). In the event Cellanome determines, in its sole discretion, that Repair Services could not be properly carried out at Purchaser's facilities, Cellanome may transport the Instrument to Cellanome facilities in order to perform the Repair Services at Cellanome facilities. Purchaser understands and agrees that during Repair Services the Instrument will likely be unavailable for Purchaser's testing and other purposes.

15. Responsibilities of Purchaser.

Purchaser shall provide Cellanome with all the information and documents necessary for the Services to be provided, including the following:

(i) Designate and prepare the exact location and route within Purchaser's facilities ("Instrument Site") where the Instrument will be received, moved, and installed.
(ii) Provide Cellanome all drawings and other technical and relevant details for the installation of the Instrument, including without limitation, any networks, software and software interface, files, and documentation as necessary for Cellanome to perform Services;
(iii) Provide Cellanome with adequate and secure area to store and maintain its tools, materials, and equipment for Installation Services.
(iv) Provide Cellanome Services Representatives direct and easy access to the installation location, the Instrument, and tools, materials, and equipment for installation and Services located at Purchaser's facilities.
(v) Maintain a safe environment for Cellanome Services Representatives' work and while present at Purchaser's facilities.
(vi) Designate a representative of Purchaser as a contact person for all questions and issues relating to the Services and who will be present at Purchaser's facilities while installation and Services are being provided by Cellanome.
(vii) Before any Services are performed on an Instrument or any Product is returned to Cellanome, decontaminate the Instrument or Product in accordance with the Documentation and provide Cellanome with a signed decontamination certificate.

16. Services Exclusions.

Cellanome's obligation to provide Services extend only to those Instruments that have been subject to normal use and operation pursuant to Cellanome User Manual, Specifications, and other Documentation for that Product, and Cellanome shall not be obligated to provide any Services with respect to an Instrument that in Cellanome's reasonable judgment has been (collectively referred to as "Service Exclusions"):

(i) Misused, abused, neglected, or damaged after its delivery at Purchaser's site.
(ii) Subjected to accident, disaster, or a Force Majeure event.
(iii) Improperly installed by Purchaser, subjected to improper or abnormal use or operation, or used contrary to Specifications, Documentation, or these Terms and Conditions.
(iv) Repaired, altered, changed, serviced, or modified by anyone other than Cellanome or its authorized Field Service Engineer.
(v) Decompiled, taken apart, disassembled, reproduced, reverse engineered or used to create derivative work.
(vi) Exposed to hazardous materials or conditions other than as permitted by the Documentation, or not decontaminated as required by Section 15(vii).

(vii) Sold, resold, transferred, assigned, leased, rented, lent, licensed or sublicensed to a third party, or accessed (the Instrument or Software) by a third party.

(viii) Used with third-party consumables, software, or hardware, unless expressly allowed under the Specifications or Documentation.

(ix) Moved from its original exact location of installation inside Purchaser's facilities.

(x) Transferred, sold, leased, assigned, lent, or moved to facilities other than that of the Purchaser who originally purchased the Product from Cellanome.

(xi) Used for any purpose other than Research Use Only (RUO), expressly for any diagnostic, therapeutic, or human clinical use. Purchaser agrees to follow all regulations that may apply to RUO products and understands that the Product has not been approved by regulatory authorities for medical use and shall not use the Products in contravention of any applicable law, regulation, ordinance, or established ethical guidelines by recognized national or international institutional ethics committees. Any such use voids all warranties and protections under Part B.

17. Instrument Relocation or Movement.

Purchaser shall not relocate the Instrument to another facility or move it to any other location within the same facility. Any relocation or movement of the Instrument shall be discussed in advance and coordinated with Cellanome and thereafter conducted by or under supervision of Cellanome. Relocation or movement of the Instrument carried out by others shall result in automatic and immediate termination of the Instrument Warranty and Cellanome's obligation to provide any Services for the Instrument under this Part B.

18. Warranty for Services.

The Service Warranties cover only the Services provided by Cellanome under this Part B. Warranties relating to the sale of any Products shall be governed by the Product Warranties outlined in Section 7 (Product Warranties).

a. Service Warranty. Cellanome's exclusive warranty for the Services provided under this Part B is that the Services will be performed in a workmanlike manner in conformity with industry standards, or as specified in Cellanome's Specifications (collectively "Service Warranties"), subject to Sections 7.e and 18.b.

b. Service Warranty Exclusions. The Service Warranties cover Services Cellanome shall provide with respect to Instruments that have been subject to normal use and operation pursuant to the User Manual, Specifications, and other Documentation for the Instrument. The Service Warranties do not extend to and Cellanome shall not be obligated to provide any repair, maintenance, or other Services with respect to an Instrument which falls under the Service Exclusions.

c. Limitations on Warranties. The Limitations on Warranties in Section 7.e apply to the Service Warranties.

d. Warranty Procedure. The Warranty Procedure in Section 7.f applies to claims under the Service Warranties.

19. Instrument Configuration Backup.

As part of Cellanome Services, Cellanome may back up Instrument configuration files (including calibration and settings data) following provision of Services. These backups do not include Purchaser experimental data, log files, or any proprietary research content. Backups are securely stored on internal servers managed by Cellanome and used solely for diagnostic support, configuration tracking, and Instrument restoration in the event of Instrument system failure.

PART C — GENERAL PROVISIONS (PRODUCTS AND SERVICES)

20. Limitations of Liability.

TO THE EXTENT PERMITTED BY LAW, CELLANOME SHALL HAVE NO LIABILITY TO PURCHASER OR ANY THIRD PARTY FOR ANY LOST PROFITS, REVENUE, DATA OR BUSINESS, LOSS OF USE OF EQUIPMENT OR FACILITIES, COSTS OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING FROM OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, THE SALE OR SUPPLY OF ANY PRODUCT, LICENSE OR USE OF ANY PRODUCT, OR CELLANOME'S PERFORMANCE OR FAILURE TO PERFORM ANY SERVICES, REGARDLESS OF WHETHER THE BASIS OF SUCH CLAIM OR LIABILITY IS IN CONTRACT, TORT, STRICT LIABILITY, BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

CELLANOME SHALL HAVE NO LIABILITY TO PURCHASER OR ANY THIRD PARTY FOR ANY CLAIM, LOSS, DAMAGE, OR INJURY CAUSED BY, ARISING FROM, OR RELATING TO AN EXCLUDED CLAIM (AS DEFINED IN SECTION 21.b) OR TO A PRODUCT SUBJECT TO THE SERVICE EXCLUSIONS.

CELLANOME'S TOTAL CUMULATIVE LIABILITY FOR CLAIMS, CAUSES OF ACTIONS, OR DAMAGES ARISING FROM OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, THE SALE AND SUPPLY OF ANY PRODUCT, LICENSE OR USE OF ANY PRODUCTS, CELLANOME'S PERFORMANCE OR FAILURE TO PERFORM ANY SERVICES, OR CELLANOME'S INDEMNITY OBLIGATIONS UNDER THESE TERMS AND CONDITIONS SHALL IN NO EVENT EXCEED THE SUM OF MONEY PAID BY PURCHASER TO CELLANOME FOR THE PRODUCT OR SERVICE THAT GAVE RISE TO THE LIABILITY, CLAIM, OR DAMAGE.

ANY CLAIM OR ACTION BY PURCHASER AGAINST CELLANOME, WHETHER IN CONTRACT, TORT, OR OTHERWISE, MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE DATE THAT THE CLAIM OR CAUSE OF ACTION AROSE OR PURCHASER BECAME AWARE OF THE BASIS FOR THE CLAIM, WHICHEVER IS EARLIER. FAILURE TO BRING SUCH CLAIM WITHIN SUCH ONE (1) YEAR PERIOD SHALL FOREVER BAR ANY SUCH CLAIM.

NOTHING IN THESE TERMS AND CONDITIONS EXCLUDES OR LIMITS CELLANOME'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, FOR FRAUD OR FRAUDULENT MISREPRESENTATION, FOR WILLFUL MISCONDUCT, OR FOR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

21. Indemnification.

a. Cellanome Indemnity. Cellanome agrees to defend, indemnify, and hold harmless Purchaser from and against any claims, losses, damages, injuries, costs, liabilities, fines, and expenses (including reasonable attorneys' fees and court costs) arising from any claim, lawsuit, arbitration, or legal proceeding which may be brought or threatened by a third party against Purchaser alleging that the use of Cellanome Products pursuant to these Terms and Conditions infringes the valid and enforceable Intellectual Property rights of that third party. Notwithstanding anything to the contrary, Cellanome indemnity obligations herein are subject to the Limitations of Liability in Section 20.

If any Product becomes or potentially might become the subject of an infringement claim, Cellanome, in its sole discretion, may (i) purchase a license or otherwise obtain the right to use the Product for Purchaser, (ii) replace the Product or any of its components that are the basis of such infringement claim with a non-infringing substitute which is substantially equivalent to the Product, or (iii) repurchase the Product from Purchaser at the price Purchaser paid for it, less straight-line depreciation over a five (5) year useful life, and terminate all rights and licenses previously granted to

Purchaser as to that Product, provided, however, that Purchaser is not entitled to receive any refund if the Product is a consumable that has already expired or been used.

With respect to Services, Cellanome agrees to defend, indemnify, and hold harmless Purchaser from and against any claims, losses, damages, injuries, costs, liabilities, fines, and expenses (including reasonable attorneys' fees and court costs) arising from Cellanome's gross negligence or intentional acts in providing the Services. Notwithstanding anything to the contrary, Cellanome indemnity obligations herein are subject to the Limitations of Liability in Section 20.

b. Exclusions to Cellanome Indemnity. Notwithstanding anything to the contrary, Cellanome shall have no indemnity obligation to Purchaser ("Cellanome Indemnity Exclusions") for any claim, loss, damage, or injury caused by, arising from, or relating to:

(i) Any use that is an Excluded Use or in contravention of the Product Restrictions.

(ii) Any use that is excluded from Product Warranties under Warranty Exclusions.

(iii) Any use not in compliance with these Terms and Conditions, the Specifications, or the Documentation.

(iv) The combination of a Product with any product, material, software, or process not supplied by Cellanome, where the claim would not have arisen but for that combination.

Claims based on any of the matters described in Sections 21.b(i) through 21.b(iv) are referred to as "Excluded Claims."

c. Purchaser Indemnity. Purchaser agrees to defend, indemnify, and hold harmless Cellanome, any of its affiliates, its developers and suppliers, and their respective officers, directors, managers, members, shareholders, employees and representatives from and against any claims, liabilities, losses, damages, injuries, costs, fines, penalties, and expenses (including reasonable attorneys' fees and court costs) arising from any claim, lawsuit, arbitration, or legal proceeding which may be brought or threatened against Cellanome by a third party to the extent arising from (i) death, personal injury, or property damage caused by the negligence or willful misconduct of Purchaser or any person Purchaser permits to use the Products, or (ii) any Excluded Claim.

d. Indemnification Procedure. To be eligible for indemnification under this Section, the indemnified party shall promptly notify the indemnifying party of such claim, threat, lawsuit, arbitration or legal proceeding, and give the indemnifying party the right to control and conduct the defense and/or settlement of such claim, threat, lawsuit, arbitration, or legal proceeding. The indemnified party shall, at the request and expense of the indemnifying party, provide relevant information and documents, and reasonable cooperation in the defense of any claim, threat, lawsuit, arbitration, or legal proceeding. The indemnified party shall have the right to participate, at its own expense and with counsel of its choice, in the defense of such claim or suit that has been assumed by the indemnifying party. The indemnifying party shall not settle any claim in a manner that imposes any obligation on, or admits fault by, the indemnified party without the indemnified party's prior written consent.

22. Taxes.

Prices exclude, and Purchaser is responsible for and shall pay, all sales, use, excise, value added (VAT), goods and services (GST), and similar taxes, and all tariffs, customs duties, levies, import license fees, customs clearance costs, terminal charges, and other government fees that apply to the order, other than taxes on Cellanome's net income. Cellanome will not collect sales or use tax for which Purchaser provides a valid exemption certificate. All payments shall be made without deduction or withholding for taxes. If applicable law requires Purchaser to withhold any taxes from a payment, Purchaser shall increase the payment so that Cellanome receives the amount it would have received had no withholding been required.

23. Governing Law.

These Terms and Conditions, any Services provided by Cellanome relating to any Products, and any action related to both will be governed, controlled, interpreted, and defined by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different state. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions or to any sale of Products or Services hereunder.

24. Assignment Prohibited.

Purchaser may not assign or transfer the purchase of any Product or any rights or obligations under these Terms and Conditions without the prior written consent of Cellanome and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void, except that Purchaser may assign these Terms and Conditions without such consent to its successor in interest by way of merger, acquisition, or sale of all or substantially all of its assets, provided that any relocation of an Instrument remains subject to Section 17. Cellanome may assign these Terms and Conditions without Purchaser's consent to an affiliate or to a successor in interest by way of merger, acquisition, or sale of all or substantially all of its assets or of the business to which these Terms and Conditions relate. The provisions of these Terms and Conditions shall be binding upon permitted assignees.

25. Arbitration.

Any dispute, claim or controversy relating to a Product or arising out of or relating to these Terms and Conditions, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of the agreement to arbitrate, shall be determined by arbitration in San Mateo County, California, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from the state courts located in San Mateo County, California, or the United States District Court for the Northern District of California, and the Purchaser hereby consents to the personal jurisdiction and exclusive venue of these courts. Each party shall bear its own attorney fees, costs, expert fees, and expenses. The parties shall equally share the costs of arbitration, including administrative fees and fees of the arbitrator. The arbitrator shall give effect to Section 20 (Limitations of Liability). Notwithstanding the foregoing, Cellanome may bring an action in the state courts located in San Mateo County, California, or the United States District Court for the Northern District of California to collect undisputed amounts due from Purchaser and to seek injunctive or other equitable relief for any actual or threatened breach by Purchaser of the license restrictions, intellectual property provisions, or confidentiality obligations of these Terms and Conditions, for which Cellanome would have no adequate remedy at law.

26. Force Majeure.

Notwithstanding anything to the contrary, Cellanome is not responsible or liable for any delay, failure to perform, loss, injury, damages, or other casualty suffered or incurred attributable in whole or in part to any cause beyond Cellanome's reasonable control, including but not limited to riots, storms, hurricanes, tornados, fires, floods, pandemics, earthquakes, explosions, embargoes, directives of any governmental agency, any other law or regulation, labor shortages or disputes, acts of God, terrorism, insurrections, actual or threat of wars, supply chain failures or shortage of supply (each a "Force Majeure Event"). Any failure or delay in performance of Cellanome's obligations, Cellanome's delivery of any Products, or Cellanome's providing any Services under Part B, due to one or more of the foregoing Force Majeure Events shall not be considered a breach of these Terms and Conditions or Cellanome's performance obligations, and delivery date shall be deferred for a period of time commensurate with such delay.

27. Cellanome's Remedies for Breach.

In the event Purchaser breaches any provisions of these Terms and Conditions, Cellanome at its sole discretion may: (i) immediately cease any further performance, including without limitation, stopping or redirecting any shipments of Products, (ii) terminate any service contracts then in effect for affected Product and cease any preventative maintenance for the Instrument, (iii) terminate the rights granted to Purchaser pursuant to Section 6.c (License to Use Products); (iv) terminate any remaining Product Warranties for the affected Product under Section 7 (Product Warranties), (v) terminate any indemnity provided pursuant to Section 21.a (Cellanome Indemnity), (vi) terminate any remaining Service Warranties under Section 18, or (vii) require Purchaser to immediately pay any unpaid invoices. Any one or more of these remedies are available to Cellanome in addition to any other remedies specified elsewhere under these Terms and Conditions, as well as any remedies available to Cellanome under law or in equity.

28. Service Contracts and Related Agreements.

The Cellanome End User Software License Agreement governs Purchaser's use of the Software, and the Cellanome Cloud Services Agreement governs Purchaser's use of any Cellanome cloud services. Any services Cellanome provides after the Instrument Warranty Period, including training and maintenance, are subject to these Terms and Conditions and to any additional terms in the applicable Quotation or service contract.

29. Instrument Telemetry and Machine Data.

Cellanome may collect and use data reflecting the operation, configuration, and performance of the Instrument, including sensor measurements, system logs, and runtime and operational data ("Machine Data"), for Cellanome's internal quality control and to maintain, support, and secure the Instrument and the Software. Cellanome may also use Machine Data, solely in aggregated and de-identified form that does not identify Purchaser and does not reveal Purchaser's Confidential Information or experimental results, for the internal purpose of improving the Instrument, the Software, and the Cellanome Platform Technology. Purchaser hereby grants Cellanome a non-exclusive, worldwide, royalty-free, fully paid-up, perpetual, and irrevocable license to use Machine Data for the foregoing purposes. Machine Data does not include, and Cellanome shall not use this Section to access, (a) Purchaser's experimental data or results (including raw and processed experimental results, assay result outputs, and discoveries arising therefrom) or (b) any Confidential Information of Purchaser that Purchaser has not elected to share. As between the parties, Cellanome owns all aggregated and de-identified data created from Machine Data, and all improvements to the Instrument, Software, and Cellanome Platform Technology developed using Machine Data. Purchaser may request in writing that collection of Machine Data be limited or disabled, in which event Cellanome may be unable to provide certain remote support, diagnostics, or performance-improvement benefits.

30. Information Maintained by Cellanome.

Cellanome may collect, save, and maintain account and financial information relating to Purchaser, its purchases, and any services Cellanome provides to Purchaser in various forms, including without limitation, database of orders for its internal purposes of order processing, maintaining records, assisting with future orders by Purchaser, and in compliance with applicable laws and regulations. Cellanome processes personal information in accordance with its Privacy Policy, available at www.cellanome.com/legal.

31. Trade Compliance and Anti-Corruption.

Purchaser agrees to comply with all applicable laws and regulations with regards to economic sanctions, export controls, import regulations, and trade embargoes (collectively, "Sanctions"), including the U.S. Export Administration Regulations, the regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, and the applicable laws of the European Union, the United Kingdom, and Singapore. Purchaser declares that it is not a person targeted by Sanctions nor is it otherwise owned or controlled by or acting on behalf of any person targeted by Sanctions. Further, Purchaser warrants that it will not download or otherwise export, re-export, transfer, distribute, release, or use the Products, any Cellanome technology, or technical data or information received from Cellanome, directly or indirectly, to any person targeted by Sanctions or download or otherwise use software for any end-use prohibited or restricted by Sanctions.

Purchaser shall comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010, and shall not, directly or indirectly, offer, pay, promise, or authorize the payment of anything of value to any government official or other person to improperly obtain or retain business or any advantage in connection with the Products or Services.

32. Confidentiality and Public Disclosure.

a. **Confidential Information.** "Confidential Information" means non-public information disclosed by or on behalf of one party ("Discloser") to the other party ("Recipient") in connection with these Terms and Conditions that is marked or identified as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. Cellanome's Confidential Information includes the financial terms of Purchaser's purchase of any Products, Cellanome's product roadmap, business plans, and marketing strategies, and non-public technical information relating to the Products, including design details and manufacturing processes. Purchaser's Confidential Information includes Customer Data.

b. **Exclusions.** Confidential Information does not include information that Recipient can demonstrate (i) is or becomes publicly available through no fault of Recipient; (ii) was known to Recipient without restriction before disclosure by Discloser; (iii) is independently developed by Recipient without use of Discloser's Confidential Information; or (iv) is rightfully received by Recipient from a third party without a duty of confidentiality.

c. **Obligations.** Recipient shall use Discloser's Confidential Information only to perform its obligations or exercise its rights under these Terms and Conditions; shall not disclose it to any third party other than its and its affiliates' employees, contractors, accountants, attorneys, and other representatives who need to know it for those purposes and are bound by confidentiality obligations at least as protective as those in this Section; and shall protect it with at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care. Recipient may disclose Confidential Information to the extent required by law or court order, provided that Recipient gives Discloser prompt notice, where legally permitted, and reasonable assistance in seeking a protective order.

d. **Term.** The obligations in this Section continue for five (5) years after the later of the purchase of the Product or the last disclosure of Confidential Information, except that obligations with respect to trade secrets continue for as long as the information remains a trade secret under applicable law.

e. **Public Statements.** Purchaser shall not make any public statement, including through digital or social media, regarding its acquisition of the Products without prior notice to Cellanome. Nothing in these Terms and Conditions restricts Purchaser from publishing the results of research conducted using the Products, provided that Purchaser does not disclose Cellanome's Confidential Information.

33. Purchaser's Bankruptcy.

In the event Purchaser becomes the subject of a voluntary or involuntary petition in bankruptcy or any insolvency proceeding, receivership, liquidation, or composition with creditors, Cellanome may immediately cancel any outstanding order and cease any further performance without any liability to Purchaser.

34. Notices.

Any notice required or permitted by these Terms and Conditions shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy, facsimile, or electronic transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of actual receipt. Purchaser shall send any notice to Cellanome at the address below, with a copy by email to legal@cellanome.com, or to such other address as Cellanome may specify in writing. Cellanome may send notices to Purchaser at the address stated in the Quotation or in Purchaser's purchase order.

Cellanome, Inc.
Attn: Legal Department
500 Lincoln Centre Drive
Third Floor
Foster City, CA 94404

35. Miscellaneous.

If any provision is held invalid or unenforceable, such provision shall be enforced to the maximum extent permissible to give effect to the intent of the parties, and the remaining terms will continue in full force and effect. The failure of either party to exercise any right granted herein or to require any performance of any term or the waiver by either party of any breach shall not prevent a subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or any other term. Nothing herein shall constitute or create a joint venture, partnership, or any other similar arrangement between the parties. There are no third-party beneficiaries to these Terms and Conditions. Notwithstanding any provision to the contrary, Section 6 (Intellectual Property Rights, Limited License), Section 7 (Product Warranties), Section 18 (Warranty for Services), Section 20 (Limitations of Liability), Section 21 (Indemnification), Section 29 (Instrument Telemetry and Machine Data), Section 32 (Confidentiality and Public Disclosure), and any other provisions that by their nature should survive termination or expiration of these Terms and Conditions, shall survive termination or expiration of these Terms and Conditions or of Part B. These Terms and Conditions are written in English; any translation is provided for convenience only, and the English version controls.