Fabric Genomics Terms of Sale

GENERAL TERMS

Upon the acceptance of an order or quote (the "Confirmation") signed by the individual or entity identified on the Confirmation ("Customer") by Fabric Genomics, Inc. ("Company") ("Effective Date"), Company agrees to sell, and Customer agrees to buy, a subscription to the online services, professional services and/or other items listed within the Confirmation (collectively, the "Products") subject to the provisions of the Terms of Sale (together with the Confirmation, the "Agreement"). Customer agrees to pay Company in accordance with this Agreement. Many Products that are analysis or interpretation modules and/or other online services are part of Company's Fabric Enterprise software-as-a-service offering ("Fabric Enterprise"). For clarity, no part of Fabric Enterprise or any other software or intellectual property of Company is sold or transferred hereunder; instead, only the limited right to access and use the applicable Products listed below via online services in accordance with this Agreement is provided by Company. In the event Customer does not timely pay invoices as provided by Company, Company shall have the right to stop any or all Fabric Enterprise services and offerings until such time as appropriate payment is made.

SERVICE TERMS

All Products (whether, or not part of Fabric Enterprise), including any access to or use of such Products, along with any associated services and transactions between Company and Customer and any other subject matter of this Agreement, are subject to and governed by the Fabric Genomics Service Terms and Conditions ("Service Terms") located at: https://fabricgenomics.com/fabric-genomics-service-terms-and-conditions/. The Service Terms are incorporated into and made a part of this Agreement by reference.

Customer's acceptance of this Agreement, and its order, purchase, or use of the Products in connection with this Agreement is expressly limited to and made conditional on Customer's agreement to such Service Terms and the terms of this Agreement. Customer represents and warrants that is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; or the U.S. Treasury Department Office Of Foreign Assets Control ("OFAC").

This Agreement, including the Service Terms, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communication regarding such subject matter, whether written or oral, including without limitation (and the parties hereby reject) any Customer purchase order or other Customer communication or document (and the terms and conditions of any such Customer purchaser order, communication or document will be null and void unless and until agreed to in writing by Company) Except as otherwise specifically set forth herein, this Agreement, including the Service Terms, may not be amended except in a writing signed by both parties.

Product Usage, Service Period and Termination

Products which reference a specific number and/or type of samples, genes and/or analyses in their name or description are limited to use, as applicable, with no more than the number of samples or genes so referenced and/or with only the type of samples, information or analyses so referenced. Once the maximum number of samples or genes (as applicable) for a given Product are used (e.g., analyzed with such Product), Customer's right to access and use such Product shall terminate, unless and until Customer purchases another such Product from Company (or purchases from Company a replenishment of the prepaid balances applicable to such Product as and if applicable) in accordance with this Agreement.

The term during which any given Product may be accessed and/or used by Customer shall be one (1) year from the Purchase Date (unless otherwise expressly specified above), as such period may be extended or earlier terminated in accordance with this Agreement and the Service Terms (the "Service Period"), and Customer shall not, and shall have no right, to use or access such Product after the end of such Service Period (unless Customer purchases another such Product, or a replenishment of the prepaid balances applicable to such Product, from Company in accordance with this Agreement in order to obtain another year of access and use). Customer may directly or via its employees and personnel utilize any given Product; Customer shall not permit or allow any third party usage of the Product(s) unless such party's use is requested by Customer and approved in writing by Company. Third party usage of the Product(s) shall be considered a material breach of this agreement and Company shall have the right to immediately terminate this Agreement. If Customer purchases new or additional Products in the middle of the Service Period, such new or additional Products shall take on and be subject to the same existing Service Period that is already in effect with respect to previously purchased Products (and subject to the same terms for termination, extension or expiration of such Service Period). Any unused prepaid balance amounts, or unused samples or genes (as and if applicable) with respect to a given Product (e.g., number of samples or genes below the maximum that are not

analyzed using such Product) shall expire at the end of the Service Period for such Product and Customer shall not be entitled to any credits, refunds, carry-forwards, or other accommodations for any such unused, or expired prepaid balances, samples or genes. If this Agreement is terminated in accordance with the Service Terms, all Products purchased hereunder shall thereupon expire and their respective terms shall thereupon end.

PAYMENT TERMS

All prepaid balance amounts, fee amounts and other charges listed above for Products (other than fees for particular services that are not based on usage or volume – such as fees for set-up, implementation, lab validation or professional consulting or customization services, if any) represent prepaid balances purchased by the Customer for credit against Product usage, volumes or other applicable metrics referenced with respect to the Products. The Customer's total prepaid balance will be drawn down upon utilizing the Products provided by the Company (with all such prepaid balance amounts aggregated for application across the utilization of all Products). The prepaid balance amount available at any given time for drawing down shall be determined by subtracting the sum of all charges associated with utilization of all Products during the then current Service Period (based on the rates specified in this Agreement) from the total prepaid balance paid by Customer at the start of such Service Period. Once the prepaid balance is completely drawn down (or all used up), or the Service Period ends, whichever occurs first, Customer's right and license to access and use the Products shall terminate. The Customer may replenish the prepaid balance by requesting an invoice from Company for such replenishment and making the appropriate additional payments to the Company under such invoice in accordance with the terms below. Furthermore, for any prepaid balance under this Agreement that is about to expire (i.e., within sixty (60) days of the end of the then current Service Period) or which has a remaining balance at or below 20% of the originally purchased prepaid balance amount, Company may invoice Customer to replenish the prepaid balance for Products at Company's then-current prices for the particular Products that have been purchased by Customer (other than for one-time services like set-up, implementation or initial lab validation). Unless Customer notifies Company in writing that Customer desires to cancel the balance replenishment and related purchases set forth in any such invoice provided by Company, within thirty (30) days of Company's issuance of such invoice, such invoice, and the balance replenishment and related Product purchases set forth therein shall become binding and such invoice shall be due and payable by Customer. Upon the payment of any such invoice for replenishment of the prepaid balance, the Service Period for the associated Products shall thereupon be extended for a

period of one (1) year from the date of such payment (unless earlier terminated or subsequently extended as provided for in this Agreement and the Service Terms).

The initial prepaid balance amounts set forth in the Agreement above are due and payable to Company by Customer up front on the Purchase Date. All other payments, fees and other amounts charged by Company in an invoice are due and payable within thirty (30) days from the invoice date. To the extent applicable, all prepaid balances, payments, fees and other charges are based on resource allocation costs and are non-refundable, and any amounts paid for Products (including prepaid balances) that are not used or fully utilized by the end of the Service Period will be fully retained by the Company and not refunded, credited, or carried over to a future period.

Products cannot be used or implemented until payment is received by Company. Company may change the prices for any Products at any time which shall apply to any purchases of Products (including replenishment of prepaid balances) after such price changes are made. Pricing in this Agreement or any exhibit or attachment hereto are only fixed as of the date the Agreement is first entered into and may be subsequently changed by Company at any time.

All checks must be made payable to FABRIC GENOMICS, Inc. and sent to 436 14th Street, Suite 1300, Oakland CA 94612, USA. For wire transfers please contact accounting@fabricgenomics.com.